

COLLECTIVE AGREEMENT

BETWEEN

**THE CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 37**



AND

HERITAGE PARK SOCIETY

January 4, 2010 to December 31, 2011



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PREAMBLE

It is the intent of the parties to this Agreement to ensure that security services at Heritage Park are provided efficiently and effectively. Therefore the parties agree:

1. To maintain and improve relations between the Employer and its Security Employees and to provide the parties to this agreement with a clear understanding of their respective rights and responsibilities;
2. To recognize the mutual value of joint discussions and negotiations in matters pertaining to working conditions and employment;
3. To encourage efficiency in operations and ensure orderly and legal collective bargaining between the parties to this agreement; and
4. To facilitate the peaceful adjustment of any disputes and grievances and to prevent any strikes or lockouts.

ARTICLE 1 - INTERPRETATION AND EXTENT

- 1.01 In the event that any word, phrase, sentence, Section or Article of this Agreement is declared invalid by any court of competent jurisdiction, only such word phrase, sentence, Section or Article, shall be affected, and this Agreement shall be otherwise unaffected and shall continue in full force and effect.
- 1.02 In all areas where the language in this Agreement refers to the male gender, such language shall also mean the female gender, and no discrimination between the sexes is intended or implied.

ARTICLE 2 - DEFINITIONS

- 2.01 **Employer** shall mean the Heritage Park Society.
- 2.02 **Union** shall mean the Canadian Union of Public Employees, Local 37.
- 2.03 **Union Steward** shall mean a Union Job Steward.
- 2.04 **Union Representative** shall mean a Union National Representative, Union Officer or a Union Steward.
- 2.05 **Employee** shall mean a person assigned to a position falling within the scope of this Agreement.
- 2.06 **Permanent Full-Time Employee** shall mean an Employee who is hired to work in a full time position who regularly works thirty (30) hours per week or more and has successfully completed the required probationary period.

- 2.07 **Permanent Part-Time Employee** shall mean an Employee who is hired to work regularly scheduled shifts each week but who works less than thirty (30) hours per week and has successfully completed the required probationary period.
- 2.08 **Temporary Employee** shall mean an Employee who is replacing an existing employee who is on an approved leave.
- 2.09 **Seasonal Employee** shall mean an Employee occupying a seasonal position established by the Employer, and who is required to work on a temporary basis for no longer than six (6) months.
- 2.10 **Casual Employee** shall mean an Employee who works occasionally, usually on a call in basis to work as needed.
- 2.11 **Probationary Employee** shall mean any Employee filling a position who is serving the required probation period defined in Article 16.
- 2.12 **MHR** shall mean the Manager of Human Resources.
- 2.13 **MPS** shall mean the Manager of Protection Services.

ARTICLE 3 - RECOGNITION

- 3.01 The Employer recognizes the Union as the certified bargaining agent for all employees within the scope of Certificate Number 244-2009 issued by the Alberta Labour Relations Board, namely "All Security Personnel".
- 3.02 No employee shall be required or permitted to make any written or verbal agreement, which may conflict with the terms and conditions of this Agreement.
- 3.03 Any out of scope supervisor, manager, employee or volunteer may perform the functions of a bargaining unit employee provided they do not reduce the regularly scheduled hours of work of a permanent full time or part time employee.

ARTICLE 4 – UNION AND MEMBER SECURITY

- 4.01 All employees covered by this Agreement shall be subject to the deduction of an amount equal to the monthly union dues from their pay as duly authorized by the Union's Bylaws.
- 4.02 The Employer shall by the fifteenth (15th) day of each month remit to the Union the dues deducted for the preceding month and a written statement of the name of the employee for whom the deduction was made and of the amount each deduction.
- 4.03 The yearly dues paid by an Employee shall be recorded on the T4 slip issued by the Employer.

- 4.04 The Union shall advise the Employer, in writing, of any change in the amount of dues to be deducted from the Employees covered by this Collective Agreement. Such notice shall be communicated to the Employer at least thirty (30) days prior to the effective date of the change.
- 4.05 The Employer shall provide the Union annually with the names, addresses and phone numbers of all employees within the bargaining unit.
- 4.06 An employee shall have the right, after giving seven (7) working days written notice to the MHR, to have access to and review his personnel record in the presence of the responsible excluded person.

ARTICLE 5 - MANAGEMENT RIGHTS

- 5.01 Subject to the provisions of this Agreement, the Union acknowledges that it is the exclusive function of the Employer to manage its operations and direct the Employees, including but not limited to the following:
- (a) The right to maintain order and efficiency, formulate and enforce rules and regulations, policies and practices to be observed by employees; the right to change and abolish rules and practices as the Employer sees fit; the right to discipline, suspend, discharge employees for just cause.
 - (b) The right to direct, select, hire, transfer, assign to jobs and shifts, promote, demote, classify, lay off, and recall employees subject to the provisions of this Agreement.
 - (c) The sole and exclusive right and jurisdiction over all operations, buildings, machinery, and equipment shall be vested in the Employer, the right to schedule operations and number of shifts, the right to determine methods, job content and quality and quantity standards, the right to use improved methods, machinery and equipment; the right to decide on the number of employees needed by the Employer at any time, the number of hours and days to be worked and starting and quitting times.
- 5.02 Notwithstanding the foregoing, the employer retains all rights not expressly limited by the terms of this Agreement.
- 5.03 Prior to the implementation of a new rule or regulation affecting employees, the Employer shall notify the employees and the Union of such new or modified rule or regulation.

ARTICLE 6 - NON-DISCRIMINATION

- 6.01 The Employer will not discriminate in any manner against an employee based on a prohibited ground of discrimination recognized by the *Alberta Human Rights Act*, as amended from time to time, or based on membership in the Union, or where an employee has received a pardon for a summary criminal conviction that is unrelated to their employment with the Employer.

ARTICLE 7 - UNION ACTIVITY ON EMPLOYER PREMISES

- 7.01 Except as expressly permitted by this Collective Agreement, there shall be no Union activities on Employer time or on Employer property without the prior permission of the MHR or their designate.
- 7.02 The Employer will provide a bulletin board for the posting of Union notices adjacent to the lockers for security, provided that the use of such shall be restricted to the events and reports of the Union.

ARTICLE 8 - UNION REPRESENTATION

- 8.01 The Employer will recognize the Union elected or appointed Union Stewards provided they are employees of the Employer who have completed their probationary period and have acquired seniority under this Collective Agreement. The Union shall notify the Employer in writing of the names of the Union Stewards. The number of Union Stewards shall be limited to two (2).
- 8.02 Union Stewards shall suffer no loss of regular pay when processing grievances under Steps 1 and 2 of the Grievance Procedure. The Union acknowledges that the Union Stewards have their regular work to perform as employees of the Employer and it is therefore agreed that they shall not leave their work to process a grievance or undertake any other union business during working hours without prior consent of their supervisor.
- 8.03 The Employer will recognize Union Representatives assigned to the employees in accordance with the terms of this Agreement. The Union will notify the Employer in writing of its representatives authorized to conduct business of the Union and enter into Agreements on its behalf.
- 8.04 Collective Bargaining
- Bargaining representatives in the employ of the Employer shall attend collective bargaining meetings, between the Employer and the Union, if negotiating for a new Agreement, whose number for the purposes of this Article shall not exceed a total of two (2) employees at any one time. The Union shall reimburse the Employer for the employees' attendance at all such meetings.

ARTICLE 9 - NO STRIKES AND LOCKOUTS

- 9.01 The Union agrees that it will not cause, authorize, sanction or permit employees to cause or take part in any sit-down, stay-in or slowdown or any strike or stoppage of any of the Employer's operations or any curtailment of work during the term of this Agreement.
- 9.02 The Employer agrees that it will not cause or sanction a lockout during the term of this Agreement.

ARTICLE 10 - GRIEVANCE PROCEDURE

- 10.01 A grievance shall be defined as any difference arising out of the interpretation, application, administration or alleged violation of this Agreement. The Union or the Employer may file a policy grievance. A policy grievance shall be defined as a difference concerning the interpretation or application of this Agreement which seeks to enforce an obligation of the Employer to the Union or the Union to the Employer. A policy grievance shall not be brought with respect to matters capable of being filed as individual grievances or in respect of relief that effect individual employees.
- 10.02 For the purpose of this Article, the time limits shall be working days Monday to Friday, exclusive of Statutory Holidays.
- 10.03 By mutual agreement between the parties, the time limits specified in this Article may be extended at any Step. Extension requests by either party shall not be unreasonably denied.
- 10.04 Should the Employee or the Union fail to comply with any of the time limits specified in this Article, the grievance will be considered to be abandoned.
- 10.05 Should the Employer fail to comply with any time limits specified in this Article, the grievance shall automatically move to the next Step on the day following the expiry of the particular time limit.
- 10.06 Policy grievances shall commence at Step 2.
- 10.07 Grievance Steps:

Step 1

An Employee, with or without the assistance of a Union Representative shall first seek to settle the dispute in discussion with the MPS or their designate within five (5) working days from the date of the incident giving rise to the grievance.

Step 2

Failing settlement at Step 1, the Employee and a Union Representative shall within five (5) working days of the Step 1 meeting, submit the grievance in writing to the MHR or their designate.

The written grievance shall contain the following information:

- a) A summary of circumstances giving rise to the grievance;
- b) The provision(s) of the Agreement considered; and
- c) The particulars of the remedy sought.

The MHR or their designate at their discretion, shall hear the grievance at a meeting within ten (10) working days of the submission of the written grievance. The MHR or their designate shall provide a written response to the Union within fifteen (15) working days of receiving the grievance, or fifteen (15) working days of hearing the grievance if such meeting occurs

Step 3

Failing satisfactory settlement at Step 2, the grievance may be referred to Arbitration pursuant to Alberta *Labour Relations Code* within thirty (30) days of receipt of the Step 2 decision.

Written notice of a grievance to arbitration shall include the name, address and business phone number of the referring parties' appointed member to the arbitration board. The recipient of the notice shall, within seven (7) calendar days, advise the other party of the name, address and business phone number of its appointed member to the arbitration board. The two appointees shall, within seven (7) calendar days of the appointment of the second of them appoint a third person who shall be the Chairman. If the appointees fail to agree upon a Chairman within the time limit (or such longer period of time as may be mutually agreed) then the Director of Mediation Services may be requested by either party to appoint a qualified person to act as a Chairman.

The Arbitration Board shall not make any decision inconsistent with the provisions of this Agreement or make any decision which would alter, modify, amend, add to, or subtract from any part of this Agreement.

Each party shall bear the expenses of their appointee to the board. The expenses of the Chair shall be shared equally by the parties.

A grievance may, upon agreement of both parties, be submitted to a single Arbitrator.

Option - Mediation Process

A grievance may, upon agreement of both parties be submitted to Mediation for possible resolution before accessing the Arbitration process as explained in Step three (3) of the Grievance Procedure. However, if Mediation is not agreed to by both parties, or if mediation fails to settle the dispute, the grievance shall proceed to arbitration. Should the dispute proceed to Mediation, the parties shall share equally the costs of the Mediator.

ARTICLE 11 - HOURS OF WORK AND OVERTIME

- 11.01 This Article defines the normal hours of work and provides the basis for calculating overtime. It will not be construed as a guarantee of hours of work per week, or of days of work per week. The Employer reserves the right to establish the start and end time of shifts for Employees within the bargaining unit.
- 11.02 Shifts for Permanent Full time, Part time and Temporary Employees shall be comprised of eight (8), ten (10) or twelve (12) hour shifts provided that the average number of hours worked over the shift cycle determined by the Employer does not exceed forty (40) per week.
- 11.03 Except in an emergent situation, notice of change to a permanent full time, part time, temporary or seasonal employees shift schedule will be provided seventy two (72) hours in advance.
- 11.04 An employee shall have eight hours of rest between regularly scheduled shifts unless an emergent situation occurs. Failure to give a minimum of eight hours rest will result in the hours worked during that period being considered overtime.
- 11.05 All employees scheduled to work more than a five (5) hour shift shall be entitled to a twenty (20) minute paid rest period in the first half of the shift and twenty (20) minute paid rest period in the second half of the shift unless an emergent situation occurs. All employees shall be required to stay on the Employer's property during the rest period, with their radios turned on and in a position to return to work if required by the employer do so.
- 11.06 Where a permanent full time, part time or temporary employee works hours in excess of their scheduled daily shift or more than an average of forty (40) hours per week over the shift cycle, all such excess hours of work in increments of no less than 15 minutes will be considered overtime and he will be paid at one and one half (1½) times his regular hourly rate.
- 11.07 Casual and Seasonal employees shall be paid overtime pay in accordance with the requirements of the *Employment Standards Code*.

- 11.08 Overtime, except in an emergent situation requiring an employee to remain on site or where the employee is the primary security contact involved in an incident on the Employer's property, shall be assigned on a voluntary basis. If insufficient Employees volunteer, employees still on shift may be assigned in the order of their seniority beginning with the junior employee.
- 11.09 A Permanent Full-Time Employee working overtime may take time off in lieu of wages ("lieu time") at straight time worked (i.e. one (1) hour of overtime worked equals one (1) hour off with pay at his regular hourly rate), where mutually agreed upon beforehand between the Employer and the Employee. Time off in lieu will be taken by the Employee at a time(s) mutually agreed upon between the Employee and the Employer.
- 11.10 All overtime must be authorized by the MPS or his designate.
- 11.11 Employees will record their daily hours worked on time sheets provided by the Employer and will submit them to their Supervisor at times specified by the Employer.

ARTICLE 12 - GENERAL HOLIDAYS

12.01 The following will be observed as General Holidays:

New Year's Day	Heritage Day (Civic Holiday)
Family Day	Labour Day
Good Friday	Thanksgiving Day
Easter Sunday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day

- 12.02 The observed general holidays shall be considered as falling on the calendar day on which they occur except for those employees regularly scheduled to work Monday to Friday, in which case a general holiday falling on a Saturday or Sunday shall be considered as falling on the day which is designated by the Employer.
- 12.03 All eligible permanent fulltime employees shall be paid for general holidays, or given a day off in lieu, at their regular rate of pay.
- 12.04 An employee required to work on any of the above designated statutory holidays shall receive time and one half (1½) times their regular straight time rate for work performed on the statutory holiday or time off in lieu of wages in accordance with Article 11.09.
- 12.05 An employee is not eligible to receive General Holiday pay:
- a) if the employee has not been employed for thirty (30) days during the preceding twelve (12) months, or;

- b) if the employee does not work on a recognized holiday when scheduled to do so, or;
- c) if the employee is absent from their regular employment without the consent of the Employer for all or part of their last regular working day preceding or their first regular working day following a recognized holiday, or;
- d) if the employee is on layoff status, maternity leave, paternity leave, or adoption leave, Workers' Compensation, a leave of absence or on sick leave on the date of the recognized holiday.

12.06 If a statutory holiday falls within the annual vacation of an employee, the employer shall, if the holiday is one to which the employee would have been entitled if not on vacation, give the employee;

- a) a holiday on what would have been the first day back, or by agreement, on another day; or
- b) general holiday pay of a sum that is at least equal to the average daily wage of the employee.

ARTICLE 13 - VACATIONS

13.01 A permanent full time employee is entitled to an annual vacation with pay, based on his gross regular wages paid during the year prior to the start of the vacation period, as follows:

<u>After Year(s) of Continuous Employment</u>	<u>Vacation Time</u>	<u>% of Earnings</u>
1 year	2 weeks	4% of regular wages
2 years	3 weeks	6% of regular wages
8 years	4 weeks	7.7% of regular wages
20 years	5 weeks	9.6% of regular wages
25 years	6 weeks	11.5% of regular wages

Permanent full-time employees may be entitled to a maximum of three (3) additional days of vacation in any given year, if the majority of Heritage Park operations are closed between Christmas and New Years day. The Employer reserves the right to discontinue providing the foregoing additional vacation allotment, if the Employer removes that entitlement from all non-union employees, upon providing two (2) weeks notice to eligible employees.

13.02 The Union acknowledges that the Employer has the right to schedule vacations at any time during the year and will do so based on its operational requirements. Vacations of more than two (2) weeks will not necessarily be scheduled consecutively. No more than ten percent (10%) of permanent employees may be absent on vacation at any one time.

13.03 A notice will be posted on February 1st of each calendar year, requesting employees to state their choice of vacation dates. Such notice will be removed by the Employer at the end of that month and a vacation schedule prepared and posted within ten (10) days. Requests to reschedule vacation periods after that date will be considered by the Employer. However, the requested changes will not be made if the rescheduling will interfere with the vacations of other employees or with the Employer's operating needs. The Employer reserves the right to change scheduled vacation days with two (2) week's written notice to the employee should emergent operational requirements deem this necessary. Senior employees shall be given preference in the selection of vacation periods subject to operational needs.

13.04 Where an Employee is terminated, he shall receive as applicable 4%, 6%, 7.7%, 9.6% or 11.5% of his regular earnings in lieu of vacation pay.

ARTICLE 14 - WAGES & PAYMENT

14.01 The Employer shall pay during the life of this Agreement, the Schedule of Wages as set forth in Appendix "A".

14.02 All Employees will be paid on a bi-weekly basis.

14.03 On each pay day the Employee shall receive an itemized statement of their pay including hours worked, hourly rate, premiums, and deductions.

14.04 An Employee will receive a statement of their earned vacation and banked overtime within five (5) business days of submitting a written request to the MHR.

ARTICLE 15 - BENEFITS & SICK LEAVE

A) BENEFITS:

15.01 Providing a Permanent Full-Time employee successfully completes three (3) months of continuous employment, meets the qualifying periods of employment for coverage and meets any other requirements for participation as determined by the insurer, the Employer agrees to pay the following percentage of the premiums for the listed benefits below. The employee acknowledges that it is a condition of employment that they enroll in certain benefit plans, and that tax owing on benefit premiums and/or benefit coverages will be the sole responsibility of the employees.

a) Permanent Full Time Employees:

	<u>Group Benefit Plan</u>	<u>Employer %</u>	<u>Employee %</u>
i.	Basic Life Insurance	0%	100%
ii.	Dependent Life Insurance	0%	100%
iii.	Long Term Disability	0%	100%
iv.	AD&D	0%	100%
v.	Extended Health	100%	0%
vi.	Dental Care	100%	0%

b) Permanent Part Time, Temporary, Seasonal and Casual Employees will be enrolled in the following benefit plan on date of hire:

	<u>Group Benefit Plan</u>	<u>Employer %</u>	<u>Employee %</u>
i.	AD&D	0%	100%

15.02 The provisions of the insurance policies and the plans as amended from time to time by the Employer or the insurance carrier shall govern with respect to eligibility for participation, premiums paid and benefits provided. These documents shall not be considered part of or considered incorporated into the Agreement, nor shall the Employer be considered an insurer. The Employer retains the right to change insurance carriers.

15.03 The Employer agrees that if it changes insurance carriers or benefit coverages, it will notify the Union and the affected employees of any resultant changes in coverages or benefits. The Employer agrees that the group benefit plan made available to eligible employees under this agreement will in no way be inferior to the group benefit plan provided to other non-managerial employees of the Employer.

15.04 Providing a Permanent Full Time or Permanent Part Time employee successfully completes their probationary period, meets the qualifying periods of employment for participation and meets any other requirements for participation as determined by the Employer, the employee may elect to join the Employer's optional group pension plan. An eligible employee may contribute five percent (5%) of their gross monthly base wages through bi-weekly payroll deductions. The Employer will match the employee's contribution of five percent (5%) of their gross monthly base wages. An eligible employee may elect to contribute up to an additional eight percent (8%) of their gross monthly base wages as additional voluntary contributions; which amount will not be matched by the Employer.

B) SICK LEAVE /SHORT TERM DISABILITY

15.05 Sick Leave shall be provided to permanent full time Employees who have successfully completed three (3) months of continuous employment and who have met the eligibility requirements stipulated in Section 7.41 of the Employer's General Policies and Procedures Manual, as amended from time to time, when they are absent from work due to a bona fide illness or injury not covered by the provisions of the Alberta Workers' Compensation Act or a bona fide illness or injury of an employees' dependant.

15.06 Short term disability coverage shall be provided to permanent full time employees who have successfully completed three (3) months of continuous employment and who have met the eligibility requirements stipulated in Section 7.42 and 7.43 of the Employer's General Policies and Procedures Manual as amended from time to time, when they are absent from work due to a bona fide illness or injury that is not covered by the provisions of the Alberta *Workers' Compensation Act*.

15.07 The Union shall be provided with thirty (30) days notice of any amendments by the Employer to Sections 7.41, 7.42 or 7.43 of the Employer's General Policies and Procedures Manual. In the event of any change to the aforesaid policies, eligible employees entitled to sick leave and or short term disability benefits covered by this Agreement, will receive no less or nor more of an entitlement to sick leave / short term disability than what is provided for other non- managerial employees of the Employer.

ARTICLE 16 - PROBATIONARY EMPLOYEES

16.01 During the first three (3) months of employment of any employee hired prior to the ratification of this Agreement or six (6) months of employment of any employee hired subsequent to ratification of this Agreement shall be considered a probationary employee and at any time during this period his employment may be terminated and such termination shall not be subject to the grievance or arbitration procedure.

ARTICLE 17 - LEAVE OF ABSENCE

17.01 Maternity, Parental or Adoption leave shall be provided in accordance with *Employment Standards Code*.

17.02 Provided at least seven (7) days written notice is given to the Employer any employee off work on Union business shall continue to receive full wages from the Employer and the Employer shall bill the Union the full cost of these wages plus a percentage of these wages equal to cover the cost of the Employer's share of fringe benefits. Such leave will be subject to operational requirements. No more than one employee at a time may access this leave. Each leave is limited to no more than seven (7) consecutive days.

ARTICLE 18 - BEREAVEMENT LEAVE

18.01 In the event of a death in the immediate family of a permanent full-time or part time employee, who has successfully completed their required probationary period, the Employer shall provide the following:

Bereavement leave up to a maximum of four (4) consecutive working days with pay for permanent full time employees and a maximum of four (4) consecutive working days, two (2) with pay and two (2) without pay to permanent part time employees, upon the death of a spouse, common-law spouse, child, parent or spouse's parent, brother, sister, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandfather, grandmother or grandchild.

18.02 Bereavement leave shall not apply to a permanent full-time or part-time Employee on a leave of absence, sick leave, off work on disability benefits, layoff, or off work on Workers' Compensation benefits.

ARTICLE 19 - JURY OR CROWN WITNESS DUTY

19.01 The Employer will pay the Employee his normal hourly earnings for the day(s) spent serving Jury Duty provided the Employee has completed his probationary period, provides proof of Jury service, and remits to the Employer the cheque he received from the Court for Jury Duty.

19.02 An Employee subpoenaed by the Crown as a Witness will be paid his normal hourly earnings for time spent in Court provided the Employee has completed his probationary period and provides a copy of the Crown Subpoena to the Employer.

ARTICLE 20 - SENIORITY AND PROMOTION

20.01 Employees shall not acquire or accrue seniority until the successful completion of their probationary period. Upon successful completion of the probation period the Employee's seniority date will be their original date of hire as a Probationary Employee.

20.02 Seniority shall be recognized only where specifically referenced in this Agreement.

20.03 Seniority shall be calculated as follows:

- a) For employees in the bargaining unit prior to the date of ratification of this agreement, their base seniority will be defined in Appendix "B" and then seniority will accumulate in hours worked.
- b) For employees in the bargaining unit hired after the date of ratification of this agreement, bargaining unit seniority shall be defined as hours worked while in the bargaining unit.

- c) The first seven (7) days on an approved leave will be considered as time worked when it comes to seniority.

20.04 The Employer will supply the Union a seniority list setting out the names, starting dates and hours accumulated with the Employer once a year.

20.05 An employee shall lose their seniority and forfeit all rights and the Employer is under no obligation to rehire when:

- a) the employee resigns or retires;
- b) the employee is discharged for just cause;
- c) the employee overstays their authorized leave of absence;
- d) the employee is absent without authorized leave in excess of three (3) consecutive shifts;
- e) the employee is absent due to layoff of ninety (90) days or more;
- f) the employee fails to return to work from layoff on the day stipulated by the Employer after having been notified to do so by the Employer, at least seven (7) days in advance, by phone or by couriered letter (the "notice"), to the last known address or phone number provided by the employee to the MHR. The foregoing notice shall be deemed sufficient for the purposes of this sub-article. It shall be the responsibility of the laid-off employee to properly notify the MHR of his whereabouts, changes to his phone number or his postal address.

20.06 All full-time and part-time job vacancies within the scope of the bargaining unit shall be posted for a period of seven (7) calendar days. Such notice shall set out the nature of the position, required knowledge, skills and ability. Employees to be selected shall be determined on the basis of qualifications, skills and ability. Where two (2) or more Employees are equal in qualifications, skill and ability, seniority shall be the deciding factor. The Employer shall determine qualifications and ability in a fair and reasonable manner. A copy of the job posting shall be sent to the Union.

20.07 When an Employee is assigned to fulfill the duties of a higher rated position for a period of three (3) weeks or more they shall be paid the higher wage rate under this agreement for such time as they fill the position.

20.08 Reduction of the Workforce

Should there be a need to decrease the workforce, Employee(s) may be laid off. The following applies in the case of a layoff:

a) Definition of Layoff

Layoff is defined as a reduction in an employee's hours of work where such reduction would have the employees' status changed from full-time to part-time or part-time to casual.

b) Role of Seniority in Layoffs

Both Parties recognize that job security shall increase in proportion to length of service with the Employer as either a full-time or part-time employee. Therefore, in the event of a layoff, employees shall be laid off in the reverse order of their seniority, within their classification of full-time or part-time employment, provided they are qualified to perform the remaining work.

c) Recall Procedure

When it is necessary to rehire, former employees shall be re-employed in the inverse order in which they were laid off within their classification of full-time or part-time employment, provided they are qualified to perform the work.

20.09 Employees laid off after completing their probation period shall retain recall rights and be placed on a recall list for a period of ninety (90) days. While on lay-off the employee may apply on posted positions in the bargaining unit that become available.

20.10 Upon being laid off, employees will be placed on a recall list as per Article 20.09. If the employee is not recalled before the expiration of his recall period the Employer will pay the employee termination pay as follows:

- a) if the Employee has been employed by the Employer for more than three (3) months but less than two (2) years, one (1) weeks wages;
- b) if the Employee has been employed by the Employer for two (2) years or more but less than four (4) years, two (2) weeks wages;
- c) if the Employee has been employed by the Employer for four (4) years or more but less than six (6) years, four (4) weeks wages;
- d) if the Employee has been employed by the Employer for six (6) years or more but less than eight (8) years, five (5) weeks wages;
- e) if the Employee has been employed by the Employer for eight (8) years or more but less than ten (10) years, six (6) weeks wages; or
- f) if the Employee has been employed by the Employer for ten (10) years or more, eight (8) weeks wages.

Upon such payment, the Employee shall have no further claim, complaint or grievance against the Employer for the termination of his employment.

- 20.11 No new employees shall be hired within the bargaining unit while existing employees are on a temporary layoff provided those laid off employees have the qualifications, skill, and ability to perform the available work.

ARTICLE 21 - MEDICAL EXAMINATIONS & CERTIFICATES

- 21.01 A Physician's statement may be required of an employee prior to returning to work, clearing the employee to perform the functions of their position with or without restrictions and providing a prognosis for their return to full duties.
- 21.02 If an employee is absent for three (3) or more consecutive days for medical reasons, or if there appears to the Employer to be a pattern of absences or an excessive number of absences for purported medical reasons, or when an employee is applying for short-term disability benefits under Article 15.06, upon request by the Employer and at the cost of the Employee, the Employee will provide a completed Employer's physician's statement form. Should additional medical information be required by the Employer and at the cost of the Employer, the employee must undergo a medical examination by a physician duly licensed in the Province of Alberta, specialized in the area of medicine applicable to the disease or injury as chosen by the Employer. Confidential medical documentation will only be provided to the MHR. The MHR may share information concerning work restrictions and return to work dates with the MPS.

ARTICLE 22 - PERMANENT PART TIME EMPLOYEES

- 22.01 The following provisions of this Collective Agreement apply to part-time employees being:

	Preamble
Article 1	Interpretation and Extent
Article 2	Definitions
Article 3	Recognition
Article 4	Union and Member Security
Article 5	Management Rights
Article 6	Non-Discrimination
Article 7	Union Activity on Employer Premises
Article 8	Union Representation
Article 9	No Strikes and Lockouts
Article 10	Grievance Procedure
Article 11	Hours of Work and Overtime
Article 14	Wages & Payment
Article 15	Benefits
Article 16	Probationary Employees
Article 17	Leave of Absence

Article 18	Bereavement Leave
Article 20	Seniority and Job Posting
Article 21	Medical Examinations
Article 24	General
Article 25	Duration of Agreement
Appendix	A
Appendix	B

- 22.02 The other provisions of this Collective Agreement do not apply to permanent part-time employees unless specifically stated in this Article.
- 22.03 Employees hired as part-time will work less than thirty (30) hours a week unless working sickness, vacation, statutory holiday, vacancy or leave of absence relief. Employees hired as part-time employees will not qualify as full-time employees unless appointed full-time by the Employer.
- 22.04 Permanent Part-time employees will be eligible to be paid for general holidays recognized by the Employer in Article 12.01, in accordance with the *Employment Standards Code*.
- 22.05 Permanent Part-time employees will be paid four percent (4%) of gross wages for vacation pay based on length of service with the Employer. After five (5) consecutive years of employment the part-time employee will be entitled to six percent (6%) of gross wages for vacation pay. Part-time employees will be entitled to two (2) weeks of unpaid vacation after one (1) year of service and three (3) weeks of unpaid vacation after five (5) years of service.
- 22.06 A Permanent Part time employee's vacation will be scheduled and taken in accordance with Article 13.02 and 13.03 of this Agreement.

ARTICLE 23 –TEMPORARY, CASUAL AND SEASONAL EMPLOYEES

- 23.01 The following provisions of this Agreement apply to temporary, casual and seasonal employees, being:

	Preamble
Article 1	Interpretation and Extent
Article 2	Definitions
Article 3	Recognition
Article 4	Union and Member Security
Article 5	Management Rights
Article 6	Non-Discrimination
Article 7	Union Activity on Employer Premises
Article 8	Union Representation
Article 9	No Strikes or Lockouts
Article 10	Grievance Procedure
Article 11	Hours of Work and Overtime
Article 14	Wages & Payment

Article 16	Probationary Employees
Article 21	Medical Examinations
Article 24	General
Article 25	Duration of Agreement
Appendix	A

23.02 The other provisions of this Agreement do not apply to Temporary, Casual and Seasonal Employees unless specifically stated in this Article.

23.03 A temporary or seasonal employee shall be eligible to be paid for the general holidays recognized by the Employer in Article 12.01, in accordance with the Employment *Standards Code*.

23.04 A temporary, casual or seasonal employee who works on a general holiday as specified in Article 12.01 shall be paid one and one half (1 ½ x) times his regular rate for all hours worked.

23.05 A temporary, casual or seasonal employee shall be paid four (4%) percent of his regular earnings for vacation pay.

23.06 The termination of a temporary, casual or seasonal employee's employment shall not be subject in any manner to the grievance or arbitration procedure, all other matters covered by this agreement are subject to the grievance and arbitration procedure in Article 10.

ARTICLE 24 - GENERAL

24.01 The Employer agrees to provide to the Union position descriptions that reflect the current positions. When the Employer creates a new position or substantially modifies a current position description within the bargaining unit, it shall establish the rate of pay and then give notice to the Union. If the Union objects to the rate of pay for the new or substantially modified position within thirty (30) days of receiving written notice, it shall be subject to negotiation between the Employer and the Union. If the parties are unable to agree on a rate of pay of the position in question, such dispute shall then proceed to Arbitration in accordance with procedures outlined under the Grievance procedure. The new rate shall be retroactive to the time the position was first filled by the employee.

24.02 Employees are required to accept responsibility for clothes issued to them and will be required to pay the replacement cost of items which are determined to be lost, damaged or broken through their misuse or through negligence.

24.03 Upon termination of employment, Employees must return all clothes, tools and equipment furnished by the Employer. Failing to do so will result in a deduction from the Employee's final pay for the cost of any unreturned items and this Agreement shall service as an authorization by the Employee for such deduction.

24.04 Within ten (10) days of ratification of this Agreement, the Employer and the Union shall designate a person or persons and all correspondence between the parties arising out of the Agreement or incidental to it shall pass to and from such designated persons. Such notification shall be in writing and include name(s), title(s), address(es), and telephone and fax number(s).

24.05 A Labour-Management Committee shall be established. The Committee shall consist of up to two (2) people from each party. The Committee shall meet at least once every six (6) months. The Employer will endeavor to hold the meetings during the participants' hours of work and time off to attend such meetings shall be with pay.

24.06 The Employer agrees to provide uniforms to all employees which shall consist of 4 shirts, 2 pairs of pants, one sweater and one parka if requested.

24.07 The hiring of seasonal staff will not cause a reduction in the scheduled hours of permanent employees.

ARTICLE 25 - DURATION OF AGREEMENT

25.01 This Agreement shall be in force and effect from January 4, 2010 to December 31, 2011 and from year to year thereafter, except as hereunder provided.

25.02 Either party wishing to amend this Agreement, shall give notice in writing to the other party not less than sixty (60) days and not more than one hundred and twenty (120) days prior to December 31, 2011.

25.03 Changes to this Agreement may be made by mutual agreement between the parties during the term of this Agreement, provided that such changes are properly reduced to writing, ratified and executed by authorized representatives of the parties to this Agreement.

Dated this 14 day of September 2010

For Canadian Union of Public
Employees Local 37

Kevin Galley
Chad H. Eganis
[Signature]

For The Heritage Park Society

[Signature]

APPENDIX "A"

The rates of pay shall be as per the following, effective retroactively to January 4, 2010 for Full-Time and Part-Time Employees.

		Start Rate	Job Rate
Full Time Positions			
	Security Officer I	\$ 13.25	\$ 14.50
	Security Officer II	n/a	\$ 15.00
	Security Coordinator	\$ 16.50	\$19.25
Part Time Positions			
	Security Officer I	\$13.25	\$ 14.50
Temporary Positions			
	Security Officer I	n/a	\$ 13.25
Casual Positions			
	Casual - Functions	n/a	\$ 12.25
	Casual – Security Officer	n/a	\$ 13.25
Seasonal Positions			
	Security Officer I	n/a	\$ 13.25

Notes:

1. The above Start and Job Rates will increase by two percent (2%) on January 3, 2011.
2. Upon the successful completion of the probation period, a full time or part time Security Officer I start rate shall increase to \$13.75 per hour provided they have successfully passed the Heritage Park Driver's training program and hold a valid First Aid Certificate (Standard Level C with AED). The rate of pay will not increase until the aforesaid courses have been successfully passed. The Employer will pay for the Employee to take the First Aid Certificate once. Subject to the foregoing, upon the completion of twelve (12) months of continuous employment their start rate shall increase to \$14.00 per hour and upon completion of twenty four (24) months of continuous service, the job rate will be paid.
3. The Security Coordinator shall be paid the start rate for a period of twelve (12) months. Thereafter, the job rate will be paid.
4. Those full time and part time employees in the bargaining unit whose current wage rate at the time of ratification of this Agreement are above the applicable base rate for their position, or length of service within a position, will have their current rates red-circled (maintained at their existing rates) until such time as the Job Rate equals or surpasses their current hourly rate of pay.
5. Notwithstanding Note 2, all employees hired prior to the date of ratification shall be placed in the wage table at the rates agreed to by the Employer and the Union and shall be provided with a period of twelve (12) months to successfully pass Heritage Park's Driver's training program and to hold a valid First Aid Certificate (Standard Level C with AED). The Employer will schedule and pay for the employee to take the First Aid Certificate once, within nine (9) months of the date of ratification. An employee's attendance at any course to obtain the First Aid Certificate shall not be paid at overtime rates of pay.

APPENDIX "B"

Security Employees – Seniority as of February 28, 2010
(Hours noted are from the later of February 22, 2004 or date of hire into Security)

Name	# of Hours	Status
Maurice Espey	13,086.50	Full Time
Tim Connery	12,560.00	Full Time
Robert Ditchfield	7,208.50	Part Time
Howard Finan *	6,293.50	Part Time
Alexandra MacKinnon	5,633.50	Full Time
John Beckett	4,656.00	Full Time
Donna Norton	2,865.50	Full Time
Peter Carollo	1,840.00	Full Time
Darcy Levorson	843.50	Full Time
Lorne Weldon	472.00	Full Time

*Howard Finan's hours are from his date of hire into Security October 2004 minus an estimated 1,530 hours for the time he worked on the train during the summers of 2005, 2006, 2007, 2008 and 2009 (this estimate was based on the 306 actual hours worked on the train in 2009).

LETTER OF UNDERSTANDING
Between
Heritage Park Society
and
The Canadian Union of Public Employees
Local Sub 37

RE: CONTRACTING IN/OUT

1. The Parties agree that the Employer may contract out or in the work performed by the bargaining unit during the term of this Agreement, provided:
 - a. The work is contracted out or in to a bona fide security company;
 - b. There is a cost savings or reduction in criminal or civil liability to the Employer; and
 - c. The Employer gives the Union thirty (30) days notice in advance of contracting in or out.

2. Should the Employer contract in or out the bargaining unit work, the Employer shall provide Employees with termination notice or pay, or any combination thereof, in accordance with the requirements of the *Employment Standards Code*. Upon such notice or payment, Employees shall have no further claim, complaint or grievance against the Employer for the termination of their employment.

3. Notwithstanding Article 2, the Union may file a grievance in accordance with Article 10 of the Collective Agreement if the Employer does not comply with Article 1 of this Letter of Understanding.

Signed this 14 day of September, 2010

**On behalf of the
Canadian Union of Public Employees,
Local 37**

Kevin Malley
Chad H. Dennis
[Signature]

**On behalf of the Employer,
Heritage Park Society**

[Signature]

LETTER OF INTENT #2

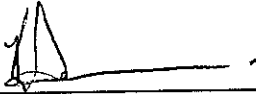
BETWEEN
HERITAGE PARK SOCIETY
AND
CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL #37

RE: Seniority – Definition of Hours Worked

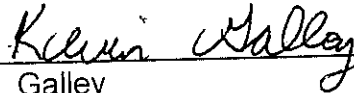
Hours worked for the purpose of calculating seniority shall include all regular and overtime hours worked, vacation, sick leave, short-term disability, long-term disability, authorized leaves of absence with pay of any kind, and the first 7 days of authorized leaves of absence without pay.

FOR HERITAGE PARK SOCIETY

FOR HERITAGE PARK SECURITY
PERSONNEL, LOCAL #37 OF THE
CANADIAN UNION OF PUBLIC
EMPLOYEES



K. Fenn
Manager, Human Resources



K. Galley
President