

COLLECTIVE AGREEMENT

BETWEEN

GLENBOW-ALBERTA INSTITUTE

AND

CUPE / *Canadian Union
of Public Employees*

LOCAL 1645

July 1, 2021 to June 30, 2024



Canadian Office &
Professional Employees
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This Agreement supplements and is in compliance with the Alberta Labour Relations Code and the Alberta Employment Standards Code.

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100 PURPOSE

- 100.01 We will be a sustainable organization where more people interact more often with art, culture and ideas.
- 100.02 We will have a healthy work environment which fosters organizational and individual achievement.
- 100.03 We will maintain harmonious relations between the Employer and the Union.
- 100.04 We will recognize the mutual value of joint discussions and negotiations in all matters of mutual concern to the parties.

Now therefore, the Employer and the Union hereto agree as follows:

101 TERM OF COLLECTIVE AGREEMENT

- 101.01 Except where otherwise stated in this Collective Agreement, this Collective Agreement, including appendices hereto, unless altered by mutual consent of both parties hereto; shall be in force and effect from July 1, 2021 up to and including June 30, 2024, and from year to year thereafter unless amended or terminated. Notification of desire to amend or terminate may be given in writing by either party during the period between sixty (60) and one hundred and twenty (120) days prior to its expiration date.
- 101.02 When either party serves notice of desire to amend the Collective Agreement under Article 101.01 above, the Negotiating Committees shall exchange any proposed amendments at commencement of negotiations.
- 101.03 This Collective Agreement will continue in force and effect until a new Collective Agreement has been executed or until strike or lockout commences.
- 101.04 Provided it is done by mutual agreement, the above does not preclude the parties amending the terms and conditions of the Agreement during the term of this Agreement.

102 GENERAL DEFINITIONS

- 102.01 “Regular Employee” means an Employee who works on a full-time or part-time basis as follows:
 - a) “Full-Time Employee” means an Employee who is scheduled to work the hours of work as defined in Article 204 of this Agreement;
 - b) “Part-Time Employee” means an Employee who works less than the full-time hours of work as defined in Article 204 of this Agreement.

- 102.02 “Term Employee” means an Employee who is hired for a fixed period of time for a specific job. The provisions of this Collective Agreement apply to Term Employees except as specifically stated in Article 801 of the Collective Agreement.
- 102.03 “Casual Employee” means an Employee who is hired on an irregular day-to-day basis as needed. Casual Employees do not have a continuing employment relationship with the Employer. The provisions of this Collective Agreement shall not apply to Casual Employees except as specifically stated in Article 901 of this Collective Agreement.
- 102.04 “Probationary Employee” means a new Employee hired into a Regular or Term position.
- a) Probationary Employees listed in “Schedule A” will serve a twelve (12) month probation period. During the probation period, a written probation review will be conducted and discussed with the Employee at approximately six (6) and ten (10) months.
 - b) Probationary Employees listed in “Schedule B” will serve a six (6) month probation period. During the probation period, a written probation review will be conducted and discussed with the Employee at approximately three (3) months and five (5) months. The probation period will automatically be extended by the length of any authorized leave longer than one (1) month, not including vacation.
 - c) The probation period for Employees listed in “Schedule B”, may be extended by up to three (3) months provided the Employee and the Union are notified in writing prior to the completion of the initial probation period. The Employee will be advised of the area(s) where improvement is required. The decision to extend the probation period will be based on conversations among representatives of the Employer and the Union, and Human Resources.
 - d) If a Probationary Employee is unsatisfactory in the opinion of the Employer, such Employee may be terminated at any time during the probationary period by providing one (1) weeks’ notice or pay in lieu of notice. If the Probationary Employee has been employed as a Casual or Term Employee for longer than twelve (12) consecutive months, the notice period or pay in lieu for termination of the probationary period will be two (2) weeks.
 - e) At the request of the Probationary Employee, the Employer will provide written reasons to the Employee for their termination.
 - f) Any new position created during the term of the contract will be placed on “Schedule A” or “B” by the Employer and the Union shall be notified in writing. On request of the Union, the parties will meet to discuss the appropriateness of the placement. In the event that agreement is not reached on the placement, the length of the probation period shall be reviewed by the Job Evaluation Committee following the probation period established by the Employer.

102.05 Where indicated by context or intent of this Collective Agreement, the feminine shall be deemed to include the masculine, and the singular shall be deemed to include the plural, and vice versa.

103 MANAGEMENT RIGHTS

103.01 The Employer shall retain and exercise all management functions to direct the workforce, duties and responsibilities except as limited, restricted or precluded by the Agreement.

104 RECOGNITION

104.01 The Employer recognizes the Canadian Union of Public Employees, Local 1645, as the sole and exclusive bargaining agent for the unit of employees as described in Certificate #165-92 as issued by the Alberta Labour Relations Board.

104.02 The Employer shall recognize any Employee elected to the Executive of CUPE Local 1645, or to any joint committee mandated by the Union to meet with the Employer. The Union shall inform the Employer of current Executive and Committee appointments on a yearly basis, or whenever a change occurs.

104.03 No Employee shall be required or permitted to make any written or verbal agreement which may be in conflict with the terms of the collective agreement.

104.04 No Union activity shall take place during working hours without prior permission being granted in each case by the Employer. Such permission shall not be unreasonably withheld.

104.05 The Union and/or any Employee shall have the right to have the assistance of a representative of the Union when dealing or negotiating with the Employer.

104.06 Up to four (4) members of the Union may attend grievances, negotiations, and/or committee meetings without loss of pay.

104.07 In order that the Union can properly represent the Employees in labour-management relations, the Employer shall designate a Union room.

104.08 The Union shall be notified in writing within approximately two (2) weeks of unionized staff changes including hirings, dismissals, layoffs, recalls, transfers, appointments, extensions, re-classifications, job descriptions requiring re-rating, and employment grants, subject to Article 106.02.

105 DISCRIMINATION

105.01 The Employer and the Union prohibits discrimination in employment based on the protected grounds of race, colour, ancestry, place of origin, religious beliefs, gender, gender identity, gender expression, age, physical disability, mental disability, marital status, family status and sexual orientation or because of membership or non-membership or activity in the Union or any other prohibition under the Alberta Human Rights Act.

The Employer and the Union will work together to ensure Diversity and Inclusion is embraced within Glenbow, to create an environment in which people feel involved, respected, valued and connected, and to which individuals bring their ideas, backgrounds and perspectives to their work with colleagues and customers.

105.02 Harassment

The Employer and the Union are committed to a working environment which is free of harassment, abuse, violence and discrimination and permits all Employees to work in an atmosphere of mutual respect, tolerance, trust and good will in accordance with the Employer's policy on Harassment.

106 TECHNOLOGICAL / ORGANIZATIONAL CHANGE

106.01 Where possible, the Employer will provide and implement retraining, educational courses, and/or refresher programs for Employees affected by technological or organizational change.

106.02 The Employer shall notify the Union one (1) month in advance of any technological or organizational change that will cause a loss of employment or a reduction of any Employee's hours of work covered by the Collective Agreement. Such notice shall include name(s) of the Employee(s), work unit(s), and classification(s) affected by the change.

106.03 In the event an Employee affected by organizational or technological change is required to transfer to a lower classification within a lower pay grade allocation, the Employee will continue to receive the pay rate of the former classification until such time as the pay rate of the new classification is equal to that of the former at the time of their transfer.

106.04 The Employer agrees that if Employees in the Bargaining Unit would lose employment as a result of contracting out services which would normally be provided by members of the bargaining unit:

- a) it would use its best efforts to encourage the contract service to give priority to hiring affected Employees;
- b) Employees laid off as a result of contracting out will be entitled to the severance described herein;

- c) the Employer agrees to provide the Union at least three (3) weeks in order to provide a counterbid for the services designated to be contracted out.

107 SENIORITY

- 107.01 Starting July 1, 2015, non-retroactive, seniority shall be calculated as years of continuous service in the Bargaining Unit and shall only be used for layoff, recall, displacement, promotions, transfers, postings but not for severance calculation purposes.
- 107.02 Job security shall increase in proportion to length of service. Seniority shall operate on a Bargaining Unit-wide basis.
- 107.03 Casual and Term Employees shall not accrue seniority, however, upon successfully achieving the status of Regular Employee shall have all hours of work from date of hire recognized for seniority purposes.
- 107.04 Regular Employees (see definition of “Regular Employee” in Article 102 General Definitions) shall accrue seniority on the basis of years of service including time away from work while on vacation, holiday, parental leave, approved professional development, deferred salary leave, juror duty, paid personal leave, military service leave, bereavement leave, or union leave.
- 107.04.01 Seniority shall be retained and continue to accrue for Employees on Short-Term Disability and Long-Term Disability up to a consecutive thirty-six (36) month period.
- 107.05 The Employer shall maintain a seniority list showing the date upon which each Employee’s service commenced. An up-to-date seniority list will be sent to the Union and posted on bulletin boards on the second Monday of May of each year.
- 107.06 Seniority shall be forfeited, and employment terminated after:
- a) A period of continuous layoff exceeding twelve (12) months;
 - b) Dismissal of employment for just cause.
 - c) Resignation of the Employee.
 - d) An Employee who is on Long-Term Disability reaches their Maximum Benefit Period as determined by the Group Long Term Disability policy in effect.
- 107.07 For seniority purposes, one (1) year shall mean one thousand nine hundred and fifty-seven and a half (1,957.5) hours worked, exclusive of overtime hours worked.

108 LAYOFFS AND RECALL

- 108.01 A layoff shall be defined as a reduction in the workforce and includes a reduction in regular hours of work.
- 108.02 Subject to the provisions of Article 106 and 107.02, the Employer shall be able to affect layoffs in a manner which meets its needs. An Employee receiving layoff notice will be permitted to displace an Employee with less seniority, providing the Employee exercising the right is qualified to perform the work of the less senior Employee. The right to displace shall include the right to displace upwards.
- 108.03 Unless legislation is more favourable to the Employee, the Employer shall notify Employees in writing who are to be laid off two (2) weeks prior to the effective date of layoff. The notice of layoff will advise the Employee of their right to displace in accordance with clause 108.02 of the Collective Agreement. If the Employee is not given the opportunity to work during the two (2) week period of the layoff notice, the Employee shall be paid for the days for which work is not available.
- 108.04 An Employee shall have the right to meet with a Union representative immediately following notification of layoff. Written notification of such layoff shall be concurrent with the Employee's written notification.
- 108.05 Where possible, the Employer will seek to affect a reduction in workforce through attrition.
- 108.06 In the event an Employee receives a layoff notice, the Employer and the Union will negotiate a layoff package in consultation with the Employee(s), which may include but not be limited to: severance, career counseling, job placement and re-training. An Employee's acceptance of a severance payment reduces and limits the Employees recall rights to twelve (12) months.
- 108.07 When an Employee is recalled to their former position or classification, they shall be placed at the same step of the salary grade from which the Employee was laid off.
- When an Employee is recalled to or achieves a position in a classification in a lower pay level, the Employee shall be placed at a step in the pay grid level that causes the least amount of reduction from the former rate of pay.
- When an Employee is recalled to or achieves a position in a classification in a higher level of pay grid, the Employee shall be assigned to a pay step that provides an increase from the former rate of pay.
- 108.08 No new Employees shall be hired until those laid off have been given an opportunity for recall.
- 108.09 Grievances concerning layoffs and recall shall be initiated at Step 3 of the Grievance Procedure.

108.10 Severance

- a) Severance shall be provided to those Employees who are laid off.
- b) Severance shall be provided at the request of the Employee as:
 - a lump sum;
 - contribution to an RRSP of the Employee's choice;
 - any combination of the above, or
 - other provisions as agreed by the Employer and Employee.

108.11 Recall List Provisions

- a) Employees that are subject to lay-off shall be placed on a recall list and be retained therein for a period of twelve (12) months.
- b) It shall be the responsibility of the Employees who are on the recall list to keep the Employer advised of their current address and telephone number.

201 SALARIES

201.01 All Employees covered by this Agreement shall be paid salaries at the rate specified in the attached pay scales for their applicable positions.

201.02 Rates of pay shall be calculated as follows:

Hourly salary = Bi-weekly salary/75 hours
Annual salary= Hourly salary X 1957.5/annual hours
Monthly salary= Annual salary/12
Number of Working Days per year = 365 – 104 = 261/days
Number of Hours per Year = 261 X 7.5 = 1957.5/hours

Rates of pay shall be calculated as follows for Visitor Experience & Engagement Hosts in accordance with Article 204.05:

Hourly salary = Bi-weekly salary/70 hours
Annual salary = Hourly salary X 1827/annual hours
Monthly salary = Annual salary/12
Number of Working Days per year = 365 – 104 = 261/days
Number of Hours per Year = 261 X 7 = 1827/hours

201.03 Salary increments shall be granted to Employees on their anniversary date of employment in accordance with attached job titles, salary grades and pay scales up to the job rate provided for each specified position. Increments for Casual Employees will be granted on their accumulation of 979 hours.

201.04 Increment qualifying periods will be extended in the case of leaves of absence which are not job related or sick leaves exceeding thirty (30) consecutive calendar days, by the duration of the leave.

- 201.05 Any Employee who is employed or who has retired during the term of the Agreement shall receive payments or salaries retroactively to the effective date of this Agreement. Employees who have terminated during the term of the Agreement shall receive retroactive payments provided these Employees apply for the same within thirty (30) days of the date of signing of this Agreement.
- 201.06 All Employees shall be paid on a bi-weekly basis.
- 201.07 Pay for Relieving
- a) An Employee who agrees to assume the major duties of a higher rated position shall be paid that rate in the salary range of the class to which they are assigned, which is the next higher than their present rate.
 - b) Upon returning to their regular position, the relieving Employee shall be entitled to any accrued increments which they would have received had they remained in that position.
 - c) An Employee upon being requested to assume responsibility of a non-union position shall be paid at the rate of twelve percent (12%) above their present rate for the first six (6) months, and an additional two percent (2%) after six months in the non-union position, for a maximum of fourteen percent (14%) above their present rate. The Employee shall have access to Union grievance procedures with respect to warnings or dismissals.
- 201.08 The Employer will make a reasonable attempt to notify the Employees of any increase in deductions in their pay package at least two (2) weeks before such a deduction is made.
- 201.09 The Employer will determine reasonable pay adjustments for positions where recruitment or retention issues have been identified due to market value.
- 201.09.01 A Market Value Pay review may be initiated by either the Employer and/or the Employee in accordance with the Employer's Process on Market Value Pay Adjustments as negotiated with the Union.
- 201.09.02 Any pay adjustment implemented due to market value will be documented in writing, with a copy to the Union, and will apply to all Employees in that position.

202 JOB CLASSIFICATION

- 202.01 The Employer and Employees agree to having a Job Evaluation Committee comprised of three (3) Management appointed members and three (3) Union elected members (who are active Employees of the Glenbow), Human Resources and a Chairperson appointed by the Job Evaluation Committee. The Job Evaluation Committee reports regularly to the Joint Employee/Employer Advisory Committee.

- 202.02
- a) New permanent positions and new temporary positions of more than six (6) months duration and positions whose functions have changed which are covered by this Agreement will be rated by the Job Evaluation Committee.
 - b) Requests in writing for a Job Evaluation Review must be sent to Human Resources to initiate the process.
 - c) Retroactivity shall be determined by the date of the Employee's written request for a review.
 - d) Human Resources shall not be required to accept more than one (1) request for review of the same position within any twelve (12) month period.
- 202.03
- The Employer shall establish an interim rating for new positions using the Job Evaluation Manual as a guideline. Formal evaluation of the position will occur at the regularly scheduled Job Evaluation meeting immediately following the Employee's probation period.
- 202.04
- Appeal Procedure
- a) All Employees shall have the right to appeal the Job Evaluation Committee's rating within thirty (30) days of receiving written notification of the decided salary grade. With the aid of new or additional information, provided through Human Resources and reviewed by the Union, the job description will be referred back to the Employee's Supervisor for reconsideration. Following reconsideration, the position will be rated by an appeal committee comprised of one core Job Evaluation Committee member each from the Union and Employer and one alternate Job Evaluation Committee member each from the Union and the Employer. A Human Resources representative and a Union representative may chair and observe the appeal meeting but will not engage in the actual appeal rating.
 - b) A rating agreed to by the four members of the appeal committee will be accepted as final. If the appeal committee is unable to reach consensus on a final rating, then within ten (10) working days, at the request of the appellant, and with approval of the Union, the appeal may be referred to a mutually agreed upon Arbitrator with job classification experience for binding resolution.
 - c) Arbitration will be limited to determining the rating of the position and the rate of pay according to the salary grades or bands set in the Collective Agreement.
 - d) The Employer and the Union shall equally share the fees and expenses of the Arbitrator.
- 202.05
- No Employees shall have their wages reduced because of any job evaluation.
- 202.06
- The terms of reference for the Job Evaluation Committee shall be established by the Job Evaluation Committee.

203 CHECK OFF

- 203.01 The Employer agrees that all Employees covered by this Agreement shall be deducted Union dues on a bi-weekly basis and such dues shall be remitted to the Treasurer of the Union by the 15th of the month, or sooner if possible, following deductions. The amount of such dues shall be set by the Union. Should the Union change the dues deducted, the Union will inform the Employer of the change as soon as is practicable. All Employees who work less than the standard pay period shall be deducted Union dues on a pro rata basis.
- 203.02 The Employer agrees to provide the Union time to meet with newly hired Employees to provide them with a copy of the Collective Agreement and to inform them of the Union dues check-off provisions. It is further agreed that the Employer and the Union will equally share in the cost of printing this Collective Agreement.

204 REGULAR HOURS OF WORK

- 204.01 The regular full-time hours of work with the Employer are seven-and-a-half (7½) hours per day, thirty-seven-and-a-half (37½) hours per week, with two (2) consecutive days off per week, except for Visitor Experience and Engagement Hosts.
- 204.02 Museum Shop staff will have at least twelve (12) hours between the finish of one day's work and start of the next day's work. Staff will average two (2) days off per week and wherever possible, these days will be consecutive.
- 204.03 All Regular Full-time Employees, except Visitor Experience and Engagement Hosts, are entitled to one (1) paid day off per month. Regular Part-time Employees will be entitled to paid days off proportionate to the hours they work in relation to full-time hours as defined in Article 201.02. This day will be taken at a time convenient to work unit needs. One unused entitled day off not used during the month may be carried into the following month. Exceptions for additional entitled day off carry over may be approved on a case by case basis by the work unit Vice President/Director. The day carried over must be scheduled when the notification of carryover is given and agreed upon by the work unit Vice President/Director.
- 204.04 All Employees shall be allowed a one (1) hour non-paid break and a one-half (½) hour paid break per seven-and-a-half (7½) hour working day. If mutually agreed by the Employer and the Employee, the non-paid break may be reduced to one-half (½) hour, and the start/stop time will be adjusted accordingly.
- 204.05 Visitor Experience and Engagement Hosts will work thirty-five (35) hours per week based on a posted two (2) week schedule. Visitor Experience and Engagement Hosts will have the opportunity to devise a suitable shift schedule. There will be at least twelve (12) hours between the finish of one day's work and start of the next day's work. Staff will average two (2) days off per week and wherever possible, these days will be consecutive.

- 204.06 The hours of work for a Part-time Employee will be up to seven and one half (7½) hours per day but less than thirty-seven and one-half (37½) hours per week, or seven (7) hours per day, but less than thirty-five (35) hours per week for Visitor Experience and Engagement Hosts. The work schedule for a Part-time Employee will be based on work unit needs, subject to the scheduling provisions of Article 204.05.
- 204.07 Part-time Employees shall be allowed a one (1) hour non-paid break during a full-day shift and a fifteen (15) minute paid break per half day. If mutually agreed by the Employer and the Employee, the non-paid break may be reduced to one-half (½) hour, and the start/stop time will be adjusted accordingly.
- 204.08 All variations from the regular work schedules, in accordance with the Compressed Work Week Guidelines, must be agreed upon between the staff member and the work unit Vice President/Director and must be in writing and signed by both parties. Where a variable work schedule cannot be agreed to, the Employer and the Union shall meet to discuss possible alternatives.
- 204.09 If the Employer amends a Part-time Employee's schedule with less than ten (10) calendar days written notice, the Employee shall be paid a premium of three dollars (\$3.00) per hour for the amended hours.

205 MODIFIED OR FLEXIBLE WORKING HOURS

- 205.01 Variations in a work schedule may include but are not limited to a change in the start/stop time on either side of the core hours 9:00 am to 3:00 pm (in no case will hours be worked before 7:00 am or after 6:00 pm) or a reduction of the one-hour non-paid break to one-half hour with the start/stop time adjusted accordingly or a four (4) day compressed work week. Employees on a modified or flexible schedule are required to be at work between the core hours of 9:00 and 3:00.
- 205.02 The Union will be notified of all Employees on an approved flexible work week and their work schedule.
- 205.03 Visitor Experience and Engagement Hosts, Educators, Museum Shop Employees, Discovery Room Employees, Museum Educator (First Nations, Inuit, and Metis), Employees on job share or part-time Employees are exempted from this clause.
- 205.04 Employees and the Employer may examine the feasibility of entering into, and institute a modified work week system by providing written notice to Human Resources ten working days in advance of the start of the modified work schedule. Participation by an Employee in such a system shall be voluntary.
- 205.05 The Employer has the sole right to determine the number of Employees who are required to be at work. Where the number of flexible hours of work requests exceeds the number of flexible work schedules the Employer can accommodate in a work unit, every effort will be made to equalize flexible work schedules among Employees in the work unit.

Upon entering into a flexible system, the Employees are entitled to have the first opportunity to plan their work schedule whereby they may arrange their starting times, lunch periods and finishing times on a daily basis, subject to the Employer's operational requirements.

- 205.06 The Supervisor reserves the right to require that the Employee return to regular times of work if the modified schedule does not result in the provision of satisfactory service to the public, or results in operational difficulties. The Employee shall be provided advance notice of thirty (30) calendar days.
- 205.07 The Employee who is working according to a modified work week system may opt to return to a regular schedule by providing the Supervisor and Human Resources with ten working days written notice.
- 205.08 Employees working a modified schedule will earn benefits expressed in terms of daily or weekly entitlements, converted to produce the equivalent hours or benefits and entitlements as they would have had if the schedule had not been modified. This will result in no loss or gain in Employee benefits and entitlements.

206 COMPRESSED WORK WEEK

- 206.01 Compressed work weeks will be designated as follows:
- The regular working hours of 37.5 hours per week, 7.5 hours per day, will be worked over a four-day week, comprised of three 9.5 hour days and one 9 hour day, instead of a five day week.
- 206.02 Visitor Experience and Engagement Hosts, Educators, Museum Shop Employees, Discovery Room Employees, Museum Educator (First Nations, Inuit, and Metis), Employees on job share or part-time Employees are exempted from this clause.
- 206.03 Employees who wish to work a compressed work week must submit their request in writing to their direct supervisor. Permission will not be unreasonably withheld. The following factors will be considered:
- Impact of the change on the direct supervisor and other staff, including teams(s)
 - Ability to fulfill the requirements of the position
 - Impact on external relationships or customer service
 - Accommodation required on the part of the other staff
 - Impact on health and productivity
- 206.04 The Employee will be expected to reasonably accommodate emergencies or non-scheduled events when they arise.
- 206.05 Each case of a compressed work week will be reviewed after an initial three months.

If it is determined that the compressed work week is an effective arrangement for the Employee and the Employer, the arrangement will be extended for an additional three months.

After two initial reviews, the compressed work week will be considered permanent until either the Employer or the Employee determines that a change is necessary. The Employer will retain the right to have the Employee return to a regular work schedule (5 days at 7.5 hours per day per week) if it is determined that the working arrangement is an impediment to the Employee's productivity or health or the organization's productivity and effectiveness. The arrangement may be cancelled by the Employee with advance written notice of ten (10) working days or by the Employer with advance written notice of thirty (30) calendar days.

- 206.06 In months where there is a General Holiday, in order to balance hours of work as a result of conversion from a 7.5 hour day, the Employee will work three 10 hour days, or four 7.5 hour days in the week of the General Holiday. In those cases where there is more than one General Holiday in the same work week, the additional 1.5 hours will be worked by the Employee at a time mutually agreed between the Employer and the Employee. No working day shall exceed 12 hours.
- 206.07 In order to take an EDO each month, the same scenario as outlined in 206.06 for General Holidays will apply.
- 206.08 Other options for the conversion from a 7.5-hour day to a 9.5- or 9-hour day may be considered (eg. The use of banked time or vacation time).
- 206.09 Two paid rest periods of twenty minutes each day will be allowed as well as one hour or ½ hour lunch period.
- 206.10 Overtime will be calculated on the basis of any hours worked over the weekly total of 37.5 or over the scheduled hours for the applicable workday.
- 206.11 Short-Term Sickness and vacation entitlements will be calculated in hours in order to balance the change in working hours. This will not change the entitlement from what it would be if it were calculated on a regular five-day work week.

207 BENEFITS AND SICK LEAVE

- 207.01 The Employer shall contribute on an eighty percent (80%) Employer/twenty percent (20%) Employee cost sharing basis with Regular Full-time, and Regular Part-time Employees working thirty-seven-and-a-half (37½) hours bi-weekly or more, towards the total cost of premiums of: Alberta Health Care Insurance, Extended Health Care Plan, Group Life Insurance, Long Term Disability, Short Term Sickness Plan, Accidental Death and Dismemberment Insurance, Employee Assistance Program, and a Dental Plan. With specified exceptions, participation in all benefit plans is compulsory for all eligible Employees.

- 207.02 Term Full-time or Term Part-time Employees with terms of six (6) months or more, and working 37.5 hours bi-weekly or more, are eligible for all benefits outlined in 207.01 with the exception of Long Term Disability, which will be limited to coverage for up to five (5) years. The Employer will remit the required premiums paid by the Employees to the carrier.
- 207.03 The Employer will contribute a matching of up to five percent (5%) gross earnings for each Regular Full-time and Regular Part-time Employee and Employees with terms of nine (9) months or more, to a Registered Retirement Savings Plan held in the Employer's name. Employee contributions will be made by bi-weekly payroll deduction.
- 207.04 Where the Term Employees will be engaged for periods in excess of three (3) months, to a maximum of twelve (12) months, the Employer and Employees shall contribute as outlined in Article 207.01 towards the total cost of premiums of: Alberta Health Care Insurance, Accidental Death and Dismemberment Insurance, and limited Short Term Sickness Plan.
- 207.05 Duty to Accommodate
- It is the Employer's duty to accommodate Employees with disabilities to the point of undue hardship in the manner and to the extent required by the Alberta Human Rights Act.
- 207.05.01 It is the Union's duty to cooperate and assist the Employer in developing accommodation options for an Employee. On written request by the Employer, the Union will consider waiving the posting requirements of the Collective Agreement to provide accommodation for an Employee.
- 207.05.02 The disabled Employee has a duty to cooperate and assist the Employer in developing an accommodation.
- 207.06 Occupational Illness or Injury
- Any Employee who, due to exposure to chemicals or materials regularly used or handled during the course of their regular duties, develops an adverse health effect as a result may seek an alternate assignment or position with the Employer.
- 207.07 Short Term Sickness Plan
- Sick leave at one hundred percent (100%) pay shall be accumulated at the rate of one-and-one-quarter (1 $\frac{1}{4}$) working days for each full month of employment to an allowance of fifteen (15) working days per year. The maximum sick leave days that an Employee can accumulate is twenty-five (25) days. Accumulated sick leave days will carry forward from one year to the next.
- 207.07.01 Sick leave exceeding the employee's accumulated days, up to a maximum of one hundred and five (105) days of Short Term Disability will be paid at the rate of eighty percent (80%) of the regular pay.

- 207.07.02 A medical certificate may be required with respect to any sickness-related absence exceeding three (3) consecutive working days. Where a pattern of sickness-related absence is documented, an Employee may be requested by the Employer to provide a medical certificate for an absence of less than three (3) consecutive working days. The Employer will reimburse full cost of any requested medical certificate.
- 207.07.03 The Employer may use the services of a third-party disability manager for Short Term Sickness cases when the circumstances of the claim warrant a higher than normal degree of confidentiality or when Human Resources is unable to manage the claim effectively due to its nature. Human Resources will inform the Union when they are referring a Short Term Sickness case to a third-party disability manager.
- 207.08 The Employer recognizes that an Employee may use their own accumulated short term sick leave to attend to the sickness of a family member.
- 207.08.01 An Employee shall be allowed up to fifteen (15) hours with pay per calendar year to attend medical or personal appointments. Medical or personal appointment time is not cumulative and does not carry forward from one year to the next. Where possible advance notice of such appointments will be given to the Employee's Supervisor.
- 207.09 Long Term Disability
- All Regular Employees shall be entitled to sixty-five (65%) percent of their regular pay subject to the conditions of the carrier following one hundred and five (105) days elimination under the Short Term Sickness Plan. The Employer will remit the required premiums paid by the Regular Employees to arrange for Group Long Term Disability coverage. Eligibility for claims will be governed by the Group Long Term Disability policy in effect and will be administered by the group insurance carrier.
- 207.10 The Employer and the Union agree to maintain a joint committee to review benefit plans at Glenbow.

301 OVERTIME

- 301.01 All overtime must be pre-approved. At the time overtime is pre-approved, the Employee must state their choice to take paid overtime, or to bank overtime hours. Part-time Employees will be permitted to bank overtime equal to their core weekly hours of work. Extra hours assigned to a part-time Employee to work on a special project will not increase the Employee's core weekly hours of work for the purpose of banking overtime.
- 301.02 Overtime shall be paid on the basis of one and one-half times ($1\frac{1}{2}x$) for hours worked in excess of thirty-seven and one half ($37\frac{1}{2}$) hours of work per week or seven and one-half ($7\frac{1}{2}$) hours per day, or thirty-five (35) hours of work per week or seven (7) hours per day for Visitor Services.

- 301.03 A maximum of thirty-seven and one-half (37½) hours overtime may be banked to be taken at a time mutually agreed upon by the Employee and the Employer. The maximum number of banked hours that may be accumulated by an Employee who works less than thirty-seven and one-half (37½) hours per week will be prorated based on their core weekly hours.
- Banked overtime accumulated between April 01 and September 30 must be taken no later than March 31 of the following year. Banked overtime accumulated between October 01 and March 31 must be taken no later than the following September 30.
- 301.04 a) Banked Overtime
- Effective July 1, 2015, overtime required by the Employer shall be banked at one-and-a-half (1 ½) hours for every hour worked. Banked overtime must be used before the end of the tenth (10th) pay period following the pay period it was earned. Accumulated banked overtime in excess of thirty-seven and a half (37 ½) hours prorated for Employees with core hours less than thirty-seven and a half hours (37 ½) per week, will be automatically paid out.
- b) Banked Flex Time
- Effective July 1, 2015, time worked resulting from a temporary schedule adjustment at the request of the Employee, if approved, shall be banked at one hour for one hour worked. Banked Flex Time must be used within three (3) pay periods from when it was earned. Any payout of Banked Flex Time shall be paid at the Employee's hourly rate.
- 301.05 Call-in: An Employee who is called in and required to work outside the regular scheduled hours of work shall be paid for a minimum of three (3) hours at overtime rates or the actual hours worked at overtime rates, whichever is greater.
- 301.06 Regular Employees required to start a new shift within twelve (12) hours of completing their previous shift, shall be paid one and one-half times (1½x) for all their hours which fall within the twelve (12) hour turn-around time.
- 301.07 Sharing of Overtime: Overtime and call-back time shall be divided equitably whenever possible among Regular Full-time Employees who are in the work unit and qualified to perform the available work.
- 301.08 The Employer will allow Employees who participate in the Registered Retirement Savings Plan held in the Employer's name to contribute to this plan, overtime earned in accordance with Article 301 of the Collective Agreement. There will be no matching contribution to these payments by the Employer. The Employer will make all reasonable efforts to transfer the Employee's contribution of overtime payments to the plan within the same pay period as overtime would normally have been paid, or at the latest, the pay period following.

302 MEAL ALLOWANCES

302.01 Employees required to work overtime in excess of three (3) hours shall, when the overtime is an extension of the days work, be paid a meal allowance of up to twenty-five dollars (\$25.00); receipts must be supplied, if food is not supplied. An additional meal allowance shall be paid for each additional three-hour period.

303 GENERAL HOLIDAYS

303.01 General holidays shall be those proclaimed by the Province of Alberta and/or the Government of Canada.

303.02 The following shall be defined as general holidays:

New Year's Day	Alberta Heritage Day
Family Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
Truth and Reconciliation Day	

303.03 All Full and Part-time Employees who works on a General Holiday will be paid for all hours worked on the holiday at time and one-half (1½x) the basic rate of pay plus:

- a) a mutually agreeable day off with pay in lieu of the General Holiday, or
- b) one (1) regular day's pay.

303.04 When a General Holiday falls on a Full-time Employee's regularly scheduled day off, the Employee will receive:

- a) a mutually agreeable day off with pay in lieu of the General Holiday, or
- b) one (1) regular day's pay.

303.05 When a General Holiday falls on a Saturday or Sunday, the Employer may designate the Friday prior or the Monday after the General Holiday as the day off in lieu of the General Holiday. If such designated day off is a Full-time Employee's' regularly scheduled day off, the Employee shall be entitled to the provisions of Article 303.04.

303.06 Part-time Employees will receive General Holiday Pay if the Employee has worked on the same day of the week on which the General Holiday falls on at least five (5) of the nine (9) weeks preceding the work week in which the General Holiday occurs.

303.07 Where applicable, time in lieu must be taken at a mutually agreeable time.

303.08 All Employees, except Casual Employees, shall be entitled to one paid day off between December 26 and December 31. If due to work requirements an employee is unable to take this day during this period, with the prior approval of a supervisor an alternative day off with pay may be taken within the following three (3) months.

304 VACATIONS

304.01 An Employee advances to the next higher vacation accrual based on their anniversary date.

304.02 Vacation Time Entitlement for Regular and Term Employee shall be accrued on the following basis:

- a) In the 1st through 5th year of service an Employee accrues vacation at the rate of 1.25 days per month for a total of 15 working days per year;
- b) In the 6th through 15th year of service an Employee accrues vacation at the rate of 1.67 days per month for a total of 20 working days per year;
- c) In the 16th year of service, an Employee accrues vacation at the rate of 2.08 days per month for a total of 25 working days per year;
- d) In the 24th year of service and for every year of service thereafter, an Employee accrues vacation at the rate of 2.50 days per month for a total of 30 working days per year.

304.03 Vacation Pay shall be calculated on the following basis:

- a) 6% in the 1st through 5th year of service;
- b) 8% in the 6th through 15th year of service;
- c) 10% in the 16th year of service;
- d) 12% in the 24th year of service and every year thereafter.

For anyone working less than regular full-time hours, vacation entitlement will be pro-rated according to hours defined by terms of employment.

304.04 After the first 4 months of employment, Employees are entitled to take accrued vacation. Vacation shall be paid at the Employee's prevailing salary when taken.

304.05 a) An Employee may carry forward vacation time until their accrued vacation reaches 5 days more than their annual vacation entitlement.

- b) When an Employee's accrued vacation exceeds their annual vacation entitlement by more than 5 days, the Employee will be required to schedule sufficient vacation time off within the following three (3) months to reduce their accrued vacation balance to their annual vacation entitlement.
- c) An Employee may request, in writing, to defer their vacation to a later date and shall provide to the Employer the vacation dates requested.
- d) A deferred vacation request requires written approval of the Employee's Vice President/Director and the President, with regard to the needs of the department. Such approval shall not be unreasonably denied.

304.06 General Holidays occurring during a vacation period shall be given in addition to the vacation. Entitled days off occurring during a vacation period shall be given in addition to the vacation.

304.07 An Employee with less than fifteen (15) working days' vacation may request sufficient leave of absence without pay to allow up to fifteen (15) working days' vacation. Such request will not be unreasonably withheld.

304.08 Employees will be provided with a statement of their vacation accrual and current vacation balance in January and July of each year.

305 LEAVES OF ABSENCE

305.01 The leave periods indicated within this article are job protected leaves.

305.02 Discretionary Leave is defined as:

A leave of twelve (12) months or less requested by an Employee and granted by the Employer, for reasons other than professional or parental leave.

305.03 An Employee desiring a leave of absence of up to twelve (12) months will apply to their Vice-President/Director. If the application is refused, the Employee will have the right to appeal to the President and CEO through the proper officials of the Union. The decision of the President and CEO will be final and will be communicated to the Union in writing.

305.04 Upon return from an approved Discretionary Leave of absence, the Employee shall be placed into their previously held position or a comparable position.

305.05 When it is necessary for an Employee to make application for leave of absence to perform duties of any office in their local Union or the parent Union, such request shall have priority over all other applications. During the absence of any Employee on special leave of this nature, such Employee shall retain their original seniority rights, with no decrease in status, but without claim to any promotions effected during their absence on leave.

- 305.06 When an Employee has been granted a Discretionary Leave of Absence for a period of more than thirty (30) consecutive days, the Employee will be required to pay both the Employee's and the Employer's share of the premiums for applicable benefits and any other levies normally in force had such leave of absence not been granted.
- 305.07 Parental Leave is defined as:

A leave granted by the Employer for the birth or adoption of a child. Maternity and/or Parental Leave relating to the birth or adoption of a child, will be granted by the Employer and be consistent with applicable provincial and federal legislation.
- 305.08 An Employee will provide one (1) month written notice as to when the Employee expects to take Maternity Leave, the length of leave that the Employee is requesting and provide a doctor's note advising the estimated date of delivery. The Employee will be granted up to sixteen (16) weeks Maternity Leave and up to sixty-two (62) weeks Parental Leave. Such leave may commence at any time up to twelve (12) weeks prior to the estimated date of delivery.
- 305.09 Where an Employee's doctor deems the Employee to be "unable to work due to health reasons" following the date of birth, the Glenbow Supplementary Unemployment Benefit (SUB) Plan will supplement the Employment Insurance (EI) benefits received during the portion of the absence that is covered by the medical certificate. To be eligible, Employees must apply and be receiving EI benefits. An Employee must also provide a notice from the doctor advising of the date when the Employee is "deemed fit to return to work".
- 305.10 Under the SUB plan, Employment Insurance benefits will be topped up to 100% of salary for the initial twenty days of the Maternity Leave and up to 80% of regular salary for the period the doctor deems the Employee to be "unable to work due to health reasons". The 80% top-up can be up to a maximum of 90 consecutive days if necessary due to health reasons.
- 305.11 Following the "health related portion" of the Maternity Leave, the Employee is required to pre-pay the Employee share of benefit premiums. The Employee will have the option of making monthly pre-payments of their benefit premiums.
- 305.12 Contributions to the GRRSP and the accrual of vacation time are suspended during the "non-health related portion" of the Employee's leave.
- 305.13 If an Employee indicates in writing that they are no longer able to carry out their full normal duties, the Employee may commence their Maternity Leave at an earlier date than the date initially selected for the beginning of the Maternity Leave.
- 305.14 If the Employee presents medical evidence supporting their inability to continue work, the Employee will be eligible for illness benefits in accordance with Article 207.07 of this Agreement, up to the date of delivery. This leave does not form part of the Maternity Leave.

- 305.15 If the pregnancy interferes with the Employee's job performance during the twelve weeks before the estimated date of delivery, the Employer can require the Employee to start Maternity Leave. The Employee must be notified in writing.
- 305.16 An Employee may request Parental Leave. The Employee will inform the Employer at least one (1) month prior to the desired leave of absence, which may be before and/or after the birth. The Parental Leave shall be unpaid and shall not be longer than sixty-two (62) weeks.
- 305.17 Adoption Leave
- An Employee shall advise the Employer of the intent to adopt a child and from time to time will advise of the progress of the application and will have the right to apply for Parental Leave without pay for a specified period not to exceed sixty-two (62) weeks. The Employee will inform the Employer at least one (1) month prior to the desired leave of absence and the length of the requested leave.
- 305.18 On request an Employee will be granted one (1) day of paid leave and up to four (4) working days leave of absence without pay at the time of the legal adoption of the Employee's child.
- 305.19 Return to Work
- An Employee shall provide at least one (1) month's written notice of the date the Employee will be returning to work. An Employee returning to work from Maternity/Parental Leave will be reinstated to the same or equivalent position at the time of commencement of leave without loss of seniority. For the purpose of accommodating Employees who have been granted Maternity/Parental Leave, the Union agrees to waive all posting and recall requirements related to the temporary reassignment of personnel caused by an Employee taking Parental Leave.
- 305.20 On request, an Employee will be granted one (1) day leave of absence with pay and up to four (4) working days leave of absence without pay to attend the birth of their child or at the discharge from hospital of the mother and child.
- 305.21 Witness or Jury Duty
- Any Employee who serves as a juror or witness in any court of hearing, will suffer no loss of pay, entitlements or seniority during such leave of absence. The Employee will provide proof of service.
- 305.22 Bereavement Leave is defined as:
- A leave granted by the Employer for the Employee's attendance to matters with regard to a death in the family. Employees shall be granted up to but not exceeding four (4) days leave with pay in the case of a death in the family. Where travel of 300 km or more is required, an additional two (2) days leave with pay will be granted.

Additional leave may be granted at the discretion of the Vice-President/Director where, in their opinion, an extension is warranted by the circumstances. For purposes of this clause, family shall be defined as common-law spouse, same sex partner, spouse, child, brother, sister, parent, mother-in-law, father-in-law, sister-in-law, brother-in-law, aunt, uncle, grandchild or grandparents.

305.23 Professional Development

As a learning organization, Glenbow recognizes that professional development is an integral component of continuous learning and is committed to providing opportunities for personal and professional growth in support of the Employer's overall mission. The Employer and the Union shall each contribute a minimum of five thousand dollars (\$5000.00) annually each to separately administered Professional Development funds. These separate funds are administered in accordance with their respective policies.

305.24 Professional Development Leave is defined as:

A leave granted by the Employer for the purposes of upgrading current skills or acquiring new skills which relate to the Employee's position with the Employer.

305.25 The Vice-President/Director's approval is required for all major professional development activities.

305.26 Support may vary from time off to fully paid leave with tuition and some other expenses, depending on the following factors:

- a) Department workload - whether the Department can carry on properly with the individual absent and not replaced;
- b) Relevance of development activity to specific work being done or likely to be done in the near future by the Employee;
- c) Length of Employee's service and contribution to the Employer to date;
- d) Availability of funds - also included will be the consideration of the number of requests likely to be received, the amount available for these requests, and the amount of funds required for the development activity as opposed to the benefit received from the activity.

305.27 It is expected that the Employee will accept some responsibility for remaining with the Employer long enough to give the organization benefit from the professional development leave, when such leave is initiated by the Employee. While there is no requirement that the Employee stay with the Employer for a specified period of time after the Employer has made a significant investment in the professional development of the Employee.

Employees who leave within eighteen (18) months of the investment being made, and on whose behalf over twenty-five hundred dollars (\$2,500.00) in net costs associated with professional development has been spent within the previous twelve (12) months, will be required to reimburse the Employer on the following basis:

- a) within nine (9) months, - sixty percent (60%) of the total costs paid by the Employer;
- b) after more than nine (9) months but less than eighteen (18) months – thirty percent (30%) of the total costs paid by the Employer.

305.28 Application must be made in advance of the professional activity requested and, where appropriate, reimbursement will be made after successful completion of activity. Agreement will be reached before approval regarding any additional requirements such as reports related to the activity.

305.29 Compassionate Leave

An Employee will be entitled to up to twenty-seven (27) weeks compassionate leave without pay to provide care or support to a gravely ill family member with a significant risk of death within 26 weeks in accordance with EI Regulations.

305.30 Deferred Salary Leave

The Employer will consider an Employee's request for a deferred salary leave without stated purpose, based on operational requirements and will grant this leave under the following conditions:

- a) Leave granted under this clause shall be a minimum of six (6) months and a maximum of twelve (12) months; and will occur once every five (5) years of continuous employment;
- b) Leave will be granted at the discretion of the work unit Vice President or Director and will not be unreasonably denied;
- c) A portion of the Employee's salary up to twenty percent (20%) will be deferred to fund the period of leave of absence;
- d) The amounts deferred for the Employee under this arrangement will be held in trust by the Employer;
- e) The Employee agrees to return to their position after the deferred salary leave for a period that is not less than the period of their leave;
- f) The Employee is required to pre-pay both the Employee and the Employer share of benefit premiums;
- g) Contributions to the GRRSP and the accrual of vacation time are suspended during the Employee's leave.

306 PROMOTIONS, TRANSFERS, AND POSTINGS

- 306.01 When a new position or a permanent or temporary vacancy occurs the job opportunity shall be posted so that all Employees shall have an opportunity to make an application. The posting shall be displayed for a period of seven (7) calendar days. The posting shall indicate the salary, nature of the duties, and necessary qualifications. When a vacancy is not posted in accordance with this Article within forty-five (45) days of the vacancy, the Union will be notified in writing by the Employer why the vacancy is not being filled and who has been assigned the work of the position.
- 306.02 When an Employee is on leave for less than six (6) months, a job posting for the temporary replacement in that job shall not be required. When an Employee is on leave for more than six (6) months, such vacancy shall be posted.
- 306.03 Temporary positions lasting six (6) months or less will not require posting. The Union will be given notification of such positions prior to the position being filled.
- 306.04 Employees' applications will be processed as soon as possible. Employees and the Union will be advised if the posting is withdrawn or if there is a delay in filling the position.
- 306.05 A copy of all job postings and the names of successful applicants shall be sent to the Secretary of the Union, within three (3) working days.
- 306.06 In making promotions, filling a new position or vacancy, such appointments shall be made from the Employees, providing that the applicant can qualify. Education, training, and experience shall be taken into account, with primary reference to the position posting. When these factors are judged to be equal, seniority shall be the determining factor.
- 306.07 All Bargaining Unit Employees who are applicants for a posting shall be notified in writing of their success or failure in securing the position within five (5) days of the successful candidate's decision. Discussions will take place with the unsuccessful applicant(s) as to the reason(s) why they were not appointed.
- 306.08 In consultation with the Union, the Employer may post a unionized vacancy internally and externally at the same time where need arises. In no case will any external applicants be considered or hired when a Bargaining Unit Employee qualifies in accordance with Article 306.06.
- 306.09 Trial Period: An Employee who is the successful applicant of a posting will be considered on a trial period of six (6) months. During the trial period either the Employer may direct the Employee, or the Employee may choose to return to their former position and rate of pay without loss of seniority. There will be an Employee review after approximately three (3) and five (5) months during the trial period.
- 306.10 An Employee transferred or promoted shall retain their seniority in their former position for the trial period.

Should an Employee be required to reassume their former position, any Employees who were promoted or transferred as a result of this promotion or transfer, will be similarly returned to their former positions.

- 306.11 An Employee, upon being promoted to a higher salary grade, shall receive the salary increment step in the salary grade to which they are promoted that has a monetary value one clear step higher than their current salary, or the first step in the new salary grade to which they are promoted to if the salary grade is higher than their present salary grade by one clear step or more.
- 306.12 If a Term Employee achieves Regular status in a position for which they have not completed a probationary period, the Employee will start the normal probationary period in accordance with Schedules A and B. The Employee's anniversary for increment steps will be the date of commencement of Regular status.
- 306.13 Newly hired Employees will be placed at Step 1 of the applicable Grade of which they have been hired into. Upon mutual agreement between the Employer and the Union, Employees may be placed at a higher Step, but only for reasons of recruitment and retention.

307 DISCIPLINE, DISMISSAL AND RESIGNATION

- 307.01 There shall be no dismissal except for just cause. The Employer will practice the principle of progressive discipline with a remedial approach.
- 307.02 The Employer shall notify an Employee, in advance, of their right to have a Union representative present when disciplinary warning or notice is issued verbally or in writing. The Union will be copied on all letters of termination.
- 307.03 Copies of all disciplinary notices shall be forwarded to the Union President. Employees shall sign to acknowledge receipt of disciplinary notices. Acknowledgement of receipt does not constitute an admission of responsibility.
- 307.04 Disciplinary notices or letters will be removed from the Employee's file after eighteen (18) months from the date of issue, with the exception that discipline which includes a suspension will be removed from the Employee's file after twenty-four (24) months from the date of issue. In the event the Employee receives further discipline during that eighteen (18) month period, all notices or letters will be removed when the Employee achieves eighteen (18) months with no further discipline.
- 307.05 None of the provisions of this Article shall prevent immediate suspension or dismissal for just cause, subject to the grievance procedure.
- 307.06 An Employee who is dismissed or disciplined may grieve as follows:
- a) An Employee who is dismissed may commence a grievance at Step 3 of the Grievance Procedure;

- b) An Employee who is disciplined may commence a grievance at Step 1 of the Grievance Procedure.

307.07 Abandonment is defined as:

A Regular Employee, absent for five (5) consecutive work days without notifying the Employer, shall be considered to have vacated their position, unless such notification was not possible.

307.08 Fourteen (14) calendar days notice shall be given by an Employee resigning from the employ of the Employer.

307.09 Any bargaining unit Employee who is requested to assume responsibility of a non-union position shall not be responsible for any formal disciplinary action towards another bargaining unit member.

401 GRIEVANCE PROCEDURE

401.01 A grievance may be filed by the Employer or by an Employee/Union. No grievance shall be considered where circumstances giving rise to such grievance could reasonably have been known to the Employer or Employee more than ten (10) working days prior to the filing of any grievance. A grievance shall be defined as any dispute or difference arising from the interpretation, application, operation or alleged violation of the Collective Agreement. Employee/Union grievances will begin at Step 1 and Employer Grievances will begin at Step 3.

401.02 In the event of a disciplinary or other action which may be grieved under the terms of the Agreement, personnel records used as evidence shall be limited to the issues currently being grieved.

401.03 A Policy/Union grievance is a grievance involving questions of general application of this Agreement and may be commenced at Step 3 of the grievance procedure.

401.04 a) Time limits at any step in the grievance procedure may be extended upon mutual agreement, in writing, between the parties.

b) i) Should the Union fail to comply with any time limit in the Grievance Procedure, the grievance will be considered abandoned.

ii) Should the Employer fail to comply with any time limit in the Grievance Procedure, the grievance will be considered conceded by the Employer.

iii) For the purpose of this Article, the time limits shall be working days Monday to Friday, exclusive of General Holidays, as defined in Article 303 of this Agreement.

The Grievance Procedure shall be as follows:

Any Employee who has a dispute shall first discuss the matter with their immediate Supervisor with a view to prompt settlement thereof. The Employee may have Human Resources and their Union Representative present at such discussions.

Step 1 - Failing settlement in a discussion with their immediate Supervisor, a grievance shall be presented in writing to Human Resources within five (5) working days from the date of the incident-giving rise to the grievance. Written response shall be provided to the Union no later than ten (10) working days after the Step 1 meeting;

Step 2 - Failing resolution at Step 1, the matter is referred to the department VP and a meeting shall be scheduled for the Union to present the Grievance. Written response shall be provided to the Union no later than ten (10) working days after the Step 2 meeting;

Step 3 - Failing resolution and having received written response at Step 2, the Union shall refer the matter, in writing, to the President and CEO and a meeting shall be scheduled at a mutually agreeable time for the Union to present the grievance. The President and CEO shall have ten (10) working days to respond, in writing, to the Union.

In the event the Employer files a grievance, a meeting shall be held with the Union for the Employer to present the grievance. The Union shall have ten (10) working days to respond, in writing, to the Employer.

Step 4 – Failing satisfactory settlement at Step 3, the Grievance may be referred to Arbitration pursuant to Alberta Labour Relations Code within thirty (30) days of receipt of the Step 3 decision.

Written notice of a grievance to arbitration shall include the name, email address and business phone number of the referring parties' appointed member to the Arbitration Board. The recipient of the notice shall, within seven (7) working days, advise the other party of the name, email address and business phone number of its appointed member to the Arbitration Board. The two appointees shall, within seven (7) working days of the appointment of the second of them appoint a third person who shall be the Chairperson. If the appointees fail to agree upon a Chairperson 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 Chairperson.

The Arbitration Board shall hear and determine the difference and shall issue a decision in writing. The decision is final and binding upon the parties and upon the Employee(s) affected by it. The decision of the majority of the Board is the award of the Arbitration Board. When there is no majority decision, the decision of the Chairperson shall be the decision of the Board.

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

501 HEALTH AND SAFETY

- 501.01 There shall be a Health and Safety Committee established. The Committee will monitor health and safety issues and share relevant information with Employees and Management.
- 501.02 The Health and Safety Committee is comprised of no less than four (4) and a maximum of six (6) members. The Committee shall consist of equal members of Management and Union members. The Committee meets on a monthly basis. Terms of reference shall be determined by the Committee and will be reviewed annually. Minutes of meetings will be sent to the Union Secretary and Senior Leadership Team and be posted.
- 501.03 Health and Safety Purpose
- The Health and Safety Committee will promote and improve rules and practices to provide an occupational environment which will, as much as practicable, enhance the workplace and provide protection from factors adverse to Employee health and safety.
- 501.04 Safety is Everyone's Responsibility
- Staff are responsible for working and operating in a safe and conscientious manner, using appropriate safety equipment and protective clothing, and safety precautions.
- 501.05 New staff must receive basic training on fire procedures, fire exits, first aid stations and emergency procedures as part of their orientation to Glenbow.
- 501.06 The Health and Safety Committee may make recommendations to the Senior Leadership Team regarding additional safety training.
- 501.07 Should an Employee have any concern about the impact of their work environment on their health and safety, they may have the matter reviewed by the Health and Safety Committee. The Committee will explore possible alternatives to ensure a safe and healthy environment and minimize adverse effects in a timely manner. Should the Employer contemplate physical changes to an Employee's work environment, i.e., space allocation, work location or equipment, the affected Employee will have an opportunity for input.

601 GRANTS

- 601.01 When Union approval is required as specified within the grant requirements for an employment grant application, the Union will be advised by Human Resources ten (10) working days prior to the submission deadline.

In exceptional situations where an application is submitted to Human Resources less than ten (10) days before the application deadline, the Employer and the Union will make reasonable attempts to review and evaluate the application in the limited time available. If an application is rejected by the Union, Human Resources will be given written notice of this rejection at least three (3) days before the application deadline.

- 601.02 An “employment” grant is understood to include only those grants which result in the hiring of an Employee. This Employee may or may not be a member of the Bargaining Unit and will perform tasks specifically related to the completion of a discrete project which meets the criteria outlined in 601.05. Where an employment grant makes it possible for a Union member to be temporarily reassigned to participate in other projects, the Term Employee(s) hired to carry out some or all of the duties and responsibilities of a Union member will not be considered an employment grant hiring.
- 601.03 No employment grant shall be applied for which involves duties which can reasonably be considered to be regular duties set out in a Union Employee’s job description or which would result in layoff or demotion of a Union member.
- 601.04 In the event of the layoff of Union Employees, the Employer agrees that no new employment grant applications will be made for projects within the affected departments until a call-back of laid off Employees is announced or a period of sixty (60) days has passed.
- 601.05 All employment grant projects must be of a set and reasonable duration and shall be a specific and identifiable project. These projects will be undertaken only if one or more of the following conditions applies:
- a) to meet a specific deadline; or
 - b) must be completed in order to protect or maintain the collections of the museum; or
 - c) must be completed to make a portion of the collection available to meet a specific or pressing public need.

701 EMPLOYEE/EMPLOYER ADVISORY COMMITTEE

- 701.01 The Union and the Employer will meet quarterly in an Employee/Employer Advisory capacity to discuss and resolve workplace issues in accordance with Terms of Reference and Guidelines as established by the Committee.

The Committee will have the following as permanent discussion items:

- a) The financial situation of the Glenbow Museum.
- b) Any organizational or technological change contemplated by the Employer that may affect Bargaining Unit Employees.

The Employer will discuss with the Union, options and alternatives to the possible impact to Bargaining Unit Employees.

701.02 The Committee will consist of three (3) elected members from the Union (who are active Employees of the Glenbow), a CUPE Representative and three (3) members from the Management Team.

801 TERM EMPLOYEES

801.01 The provisions of this Collective Agreement shall apply to Term Employees except as provided by this Article.

801.02 The following criteria shall apply to Term positions:

- a) Where sufficient funding is available and the scope of the duties or project requires it, Term positions will normally be a minimum of two (2) months with a start and end date. For specific projects, Term positions may be created for less than two (2) months with a start and end date.
- b) Term positions funded partly or entirely by grants or other restricted funds will not become regular.
- c) Term positions that have been created entirely or substantially in support of our temporary program and exhibit strategy will not become Regular where flexibility or the need for a fresh perspective is a key component of the position.
- d) Part-time Term positions must be at least .50 FTE to be eligible for consideration for Regular status.
- e) Newly created Term positions will remain Term for a period of up to two (2) years to allow full evaluation of the long-term potential and significance of the position. These Term positions will be reviewed for Regular status by a Sub-Committee of the Employee/Employer Advisory Committee prior to the end of the two (2) year period provided the position meets the above criteria.

801.03 Term Employees will be provided with a letter of hire which will specify the expected start and end date of the position, an outline of the duties of the Term position and that the position will be reviewed for Regular status at the end of a two (2) year period in accordance with the criteria established for Term positions.

801.04 The Employer may release a Term Employee with two (2) weeks' notice for non-disciplinary reasons (or the minimum notice provided under the Employment Standards Code if it provides for a longer period of notice).

Where a Term Employee has been hired for a term of three (3) months or more, a minimum of two (2) weeks advance notice of termination or extension in writing, shall be provided to the Term Employee, prior to the completion of the expected term of the position. Where proper notice has not been provided to extend the term of employment, the Term Employee will automatically be extended for thirty (30) calendar days.

- 801.05 The Employer may discipline or dismiss a Term Employee with just cause in accordance with Article 307.
- 801.06 The Union will be copied on all letters related to the term of a Term Employee.
- 801.07 Once a Term Employee has achieved a Regular position, the Employee shall have full seniority under the terms of this agreement.

901 CASUAL EMPLOYEES

- 901.01 The provisions of this Collective Agreement will not apply to Casual Employees except as specifically provided in this Article.
- 901.02 The provisions of Articles 100, 101, 102, 103, 104, 105, 201, 202, 203, 302, 307.06a, 401, 501, 601 and 901 will apply to Casual Employees.
- 901.03 The following criteria shall apply to a Casual position:
- Where an Employee in a Casual position has worked an equivalent of 0.50 FTE over the course of nine (9) consecutive months, they will become a Term Employee with a regular schedule and term length will be determined by the Employer.
- 901.04 Seniority (Article 107)
- Casual Employees do not accumulate seniority, however, if a Casual Employee achieves a Regular position, the Employee will have all hours worked from date of hire recognized for seniority purposes. No seniority will be credited for time prior to a break in active employment of ninety (90) calendar days or more.
- 901.05 Hours of Work (Article 204)
- a) The provisions of clauses 204.01, 204.02, 204.04, 204.05, 204.06, and 204.07 apply to Casual Employees employed in a regularly scheduled full-time or part-time capacity.
- b) In the event that a Casual Employee is required by the Employer to report to work and is then not permitted to commence work, or is required to return to duty at a later hour, they will be compensated by receiving three (3) hours pay at the basic rate of pay.

901.06 Overtime (Article 301)

- a) All overtime must be authorized.
- b) Overtime will be paid on the basis of one and one-half times ($1\frac{1}{2}x$) for hours worked in excess of seven and one-half ($7\frac{1}{2}$) hours per day or thirty-seven and one-half hours of work per week, or seven (7) hours per day or thirty-five hours of work per week for Visitor Services.
- c) Casual Employees required to start a new shift within twelve (12) hours of completing their previous shift in the same department, will be paid one and one-half times ($1\frac{1}{2}x$) for all their hours which fall within the twelve (12) hour turn-around.

901.07 General Holidays (Article 303)

- a) Casual Employees will receive General Holiday Pay if the Employee has worked on the same day of the week on which the General Holiday falls on at least five (5) of the nine (9) weeks preceding the work week in which the General Holiday occurs.
- b) Casual Employees required to work on a General Holiday will be paid at time and one-half ($1\frac{1}{2}$) their basic rate of pay for all hours worked on the General Holiday.

901.08 Vacations (Article 304)

Casual Employees shall be paid six percent (6%) in addition to their earnings at the basic rate of pay in lieu of paid vacation.

901.09 Leaves of Absence (Article 305)

Casual Employees will be entitled to time off without pay in lieu of bereavement leave in clause 305.21.

901.10 Discipline, Dismissal and Resignation (Article 307)

- a) When the Employer terminates the services of a Casual Employee in a department, the Employee will be notified in writing by the Employer. The Employer may terminate the services of a Casual Employee by providing notice or pay in lieu of notice pursuant to the Employment Standards Code.
- b) At the request of the Casual Employee, the Employer will meet with the Casual Employee and a Union representative to discuss the reasons for termination.
- c) A Casual Employee will be deemed to have abandoned their job after failing to report for a scheduled shift on three (3) occasions within a twelve (12) month period without reasonable explanation.

A failure to report to work will only apply to shifts where the Casual Employee has confirmed acceptance of the scheduled or changed shift.

The undersigned hereby certify that the foregoing Collective Agreement sets forth properly the terms and conditions agreed upon in negotiations.

FOR THE GLENBOW - ALBERTA INSTITUTE



PRESIDENT & CEO



VP, ENGAGEMENT & COO

Mar 9, 2023

DATE

FOR THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1645



LOCAL 1645 PRESIDENT



LOCAL 1645



NATIONAL REPRESENTATIVE

Mar 10, 2023

DATE

PAY SCALES
DATE OF RATIFICATION – JUNE 30, 2022
(2%)

SALARY GRADE	STEP	BI-WEEKLY PAY - \$ eff Date of Ratification	Hourly \$ Date of Ratification	TOTAL ANNUAL SALARY	Visitor Experience & Engagement Hosts Hourly \$ Date of Ratification
SG1 (50) Pts 0-125	1	1170.45	15.6060	30,549	
	2	1230.26	16.4034	32,110	
	3	1288.64	17.1819	33,633	
	4	1347.08	17.9611	35,158	
SG2 (100) Pts 126-135	1	1361.02	18.1469	35,523	
	2	1439.67	19.1956	37,576	
	3	1518.23	20.2430	39,626	
	4	1596.88	21.2917	41,678	
SG3 - Pts 136-150	1	1369.50	18.2599	35,744	
	2	1502.86	20.0381	39,224	
	3	1636.18	21.8158	42,704	
	4	1769.50	23.5933	46,184	
SG4 (200) Pts 151-190	1	1502.86	20.0381	39,224	21.4694
	2	1635.63	21.8084	42,690	23.3662
	3	1770.00	23.5999	46,197	25.2856
	4	1902.77	25.3703	49,663	27.1824
SG5 (300) Pts 191-240	1	1777.43	23.6991	46,391	
	2	1943.07	25.9076	50,714	
	3	2099.78	27.9971	54,805	
	4	2258.03	30.1070	58,935	
SG6 (400) Pts 241-310	1	2092.39	27.8985	54,612	
	2	2278.47	30.3796	59,468	
	3	2465.42	32.8723	64,348	
	4	2650.55	35.3407	69,179	
SG7 - Pts 311-360	1	2306.53	30.7537	60,200	
	2	2511.75	33.4900	65,556	
	3	2716.96	36.2261	70,912	
	4	2922.17	38.9623	76,268	
SG8 (500) Pts 361+	1	2520.63	33.6084	65,788	
	2	2747.47	36.6329	71,709	
	3	2969.86	39.5981	77,513	
	4	3193.75	42.5834	83,356	

PAY SCALES
JULY 1, 2022 – JUNE 30, 2023
(2%)

SALARY GRADE	STEP	BI-WEEKLY PAY - \$ eff July 1, 2022	Hourly \$ July 1, 2022	TOTAL ANNUAL SALARY	Visitor Experience and Engagement Hosts
					Hourly \$ July 1, 2022
SG1 (50) Pts 0-125	1	1193.86	15.9181	31,160	
	2	1254.86	16.7315	32,752	
	3	1314.42	17.5255	34,306	
	4	1374.02	18.3203	35,862	
SG2 (100) Pts 126-135	1	1388.24	18.5099	36,233	
	2	1468.46	19.5795	38,327	
	3	1548.59	20.6479	40,418	
	4	1628.81	21.7175	42,512	
SG3 - Pts 136-150	1	1396.89	18.6251	36,459	
	2	1532.91	20.4389	40,009	
	3	1668.91	22.2521	43,558	
	4	1804.89	24.0652	47,107	
SG4 (200) Pts 151-190	1	1532.91	20.4389	40,009	21.8988
	2	1668.34	22.2446	43,544	23.8335
	3	1805.40	24.0719	47,121	25.7913
	4	1940.82	25.8777	50,656	27.7260
SG5 (300) Pts 191-240	1	1812.98	24.1731	47,318	
	2	1981.93	26.4257	51,729	
	3	2141.78	28.5570	55,901	
	4	2303.19	30.7092	60,113	
SG6 (400) Pts 241-310	1	2134.24	28.4565	55,704	
	2	2324.04	30.9872	60,657	
	3	2514.73	33.5297	65,635	
	4	2703.56	36.0475	70,563	
SG7 - Pts 311-360	1	2352.66	31.3688	61,404	
	2	2561.98	34.1598	66,868	
	3	2771.30	36.9506	72,331	
	4	2980.61	39.7415	77,794	
SG8 (500) Pts 361+	1	2571.04	34.2806	67,104	
	2	2802.42	37.3655	73,143	
	3	3029.26	40.3901	79,063	
	4	3257.63	43.4350	85,024	

PAY SCALES
JULY 1, 2023 – JUNE 30, 2024
(2.5%)

SALARY GRADE	STEP	BI-WEEKLY PAY - \$ eff July 1, 2023	Hourly \$ July 1, 2023	TOTAL ANNUAL SALARY	Visitor Experience and Engagement Hosts
					Hourly \$ July 1, 2023
SG1 (50) Pts 0-125	1	1223.71	16.3161	31,939	
	2	1286.23	17.1498	33,571	
	3	1347.28	17.9637	35,164	
	4	1408.37	18.7783	36,758	
SG2 (100) Pts 126-135	1	1422.95	18.9726	37,139	
	2	1505.17	20.0690	39,285	
	3	1587.31	21.1641	41,429	
	4	1669.53	22.2605	43,575	
SG3 - Pts 136-150	1	1431.81	19.0908	37,370	
	2	1571.24	20.9498	41,009	
	3	1710.63	22.8084	44,647	
	4	1850.01	24.6668	48,285	
SG4 (200) Pts 151-190	1	1571.24	20.9498	41,009	22.4462
	2	1710.05	22.8007	44,632	24.4293
	3	1850.53	24.6737	48,299	26.4361
	4	1989.35	26.5246	51,922	28.4192
SG5 (300) Pts 191-240	1	1858.30	24.7774	48,501	
	2	2031.48	27.0864	53,022	
	3	2195.32	29.2709	57,298	
	4	2360.77	31.4769	61,616	
SG6 (400) Pts 241-310	1	2187.59	29.1679	57,097	
	2	2382.14	31.7618	62,174	
	3	2577.60	34.3679	67,276	
	4	2771.15	36.9487	72,327	
SG7 - Pts 311-360	1	2411.48	32.1530	62,940	
	2	2626.03	35.0138	68,539	
	3	2840.58	37.8744	74,139	
	4	3055.13	40.7350	79,739	
SG8 (500) Pts 361+	1	2635.32	35.1376	68,781	
	2	2872.48	38.2997	74,972	
	3	3104.99	41.3998	81,040	
	4	3339.07	44.5209	87,149	

GLENBOW-ALBERTA INSTITUTE JOB TITLES AND SALARY GRADES

Number of FTEs	Job Title	
SG8 400-361		
1	Senior Curator, History	Vacant
1	Senior Curator, Art	Vacant
SG7 360-311		
1	Conservator, Objects	
1	Conservator, Paintings & Sculptures	
0.5	Conservator, Paper	
	Conservator, Textiles	Casual
1	Curator, Art	
1	Curator, History	Vacant
1	Curator, Indigenous Studies and World Culture	
1	Digital Content Specialist	
1	Exhibit Designer	
1	Graphic Design Coordinator	
1	Membership & Giving Officer	
SG6 310-241		
1	Admissions System Administrator	
1	Adult Education Coordinator	
1	Collections Coordinator, Art	
1	Collections Registrar	
1	Communications Specialist	
1	Computer Support/Collections Specialist	
1	Coordinator, Special Events & Museum Rentals	
0.5	Curatorial Assistant, Art	
1	Database & Prospect Management Coordinator	
1	Desktop Systems Administrator	
0.5	Digitization, Publishing and Rights Coordinator	
1	Discovery Education Coordinator	
1	Graphic Designer - Marketing	
1	Data Administrator	
1	Marketing Specialist	
1	Museum School Coordinator	
1	Network Administrator	Vacant
0.5	New Media Coordinator	
1	School Education Coordinator	

Number of Positions	Job Title	
SG5 240-191		
1	Accountant	
1	Accounts Payable, Accounting Assistant	
1	Administrative Assistant, ACE	
0.5	Audio Visual Operator	
	Audio Visual Operator	Casual
0.5	Audio Visual Technician	
1	Collections Technician, Art - copyright	Vacant
0.5	Collections Technician, Cultural History	
0.5	Collections Technician, Indigenous Studies	
0.5	Collections Technician, Military History	
0.5	Collections & Pest Control	
	Coordinator, Special Events & Museum Rentals	Casual
1	Development Coordinator	
1	Exhibits Coordinator	
0.5	Graphic Design Technician	
1	Membership Coordinator	
0.6	Photographer	
2.6	Production Technician	
	Production Technician	Casual
SG4 190-156		
1.5	Bookings Coordinator	
3	Museum Educator	
	Museum Educator	Casual
1	Museum Educator – Distance Learning	Vacant
1	Museum Shop Associate	
3	Visitor Experience and Engagement Hosts	
	Visitor Experience and Engagement Hosts	Casual
SG3 155-141		
1	Online Store Fulfillment Coordinator	
SG2 140-126		
0.6	Receiving Assistant	
SG1 125-000		
	Cashier, Museum Shop	Casual

LETTER OF UNDERSTANDING
BETWEEN
GLENBOW-ALBERTA INSTITUTE
AND
CUPE LOCAL 1645

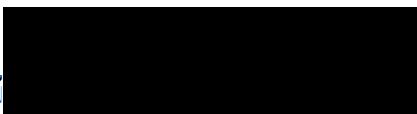
RE: SEVERANCE FORMULA

In order to provide greater certainty, both parties agree that for purposes of Articles 106 (Technological / Organizational Change) and 108 (Layoffs and Recall) the severance package including the amount paid for combined notice and severance shall be calculated based on the formula that has been accepted by both parties in the recent past as described below:

- 1) Combined Notice and Severance
 - 2 week's current salary plus
 - 1 week's current salary for every full time equivalent year of service (maximum 26 weeks) plus
 - 1 week's current salary for employees over the age of 49

- 2) Outplacement services
 - \$ 2,500 package for employees under age 50
 - \$ 3,500 package for employees over age 49

- 3) Termination Pay for Casual Employees
 - 2 week's current pay in lieu of notice (based on the average weekly hours worked over 1 year)



ON BEHALF OF CUPE LOCAL 1645



**ON BEHALF OF THE GLENBOW-
ALBERTA INSTITUTE**

Mar 10, 2023

DATE

LETTER OF UNDERSTANDING
BETWEEN
GLENBOW-ALBERTA INSTITUTE
AND
CUPE LOCAL 1645

RE: TRUTH AND RECONCILIATION

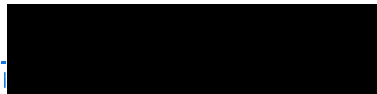
Both the Employer and the Union recognize the Traditional Territories of the Niitsitapi (Blackfoot) and the people of Treat 7 Region of Southern Alberta, which includes Siksika, Piikani, the Kainai, the Tsuut'ina Nation and The Stoney Nakoda Nation, which includes Bearspaw, Chiniki, and Wesley First Nations. The City of Calgary is also home to the Metis Nation of Alberta Region 3.

Further, both the Employer and the Union will work together to integrate the Calls to Action that were outlined in the Truth and Reconciliation Commission Report, as well as work to serve Indigenous communities based on the truths contained in the United Nations Declaration on the Rights of Indigenous Peoples.

The Employer and the Union will work together in friendship, peace, and understanding in the same spirit as the original treaties.



ON BEHALF OF CUPE LOCAL 1645



**ON BEHALF OF THE GLENBOW-
ALBERTA INSTITUTE**

Mar 10, 2023

DATE