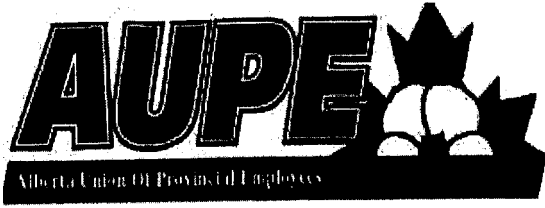


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# COLLECTIVE AGREEMENT

BETWEEN

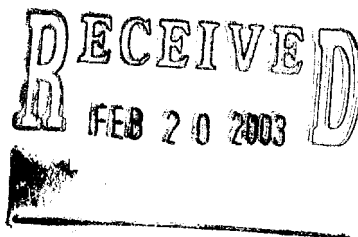
NORQUEST COLLEGE

AND THE

ALBERTA UNION OF PROVINCIAL EMPLOYEES

LOCAL 071 CHAPTER 010

**July 1, 2002 to June 30, 2004**



121 63 (03)

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Preamble

This Agreement made the 12<sup>th</sup> day of December, 2002.

BETWEEN:

**NorQuest College**  
(hereinafter referred to as the “College”)

of the first part

and

**The Alberta Union of Provincial Employees**  
(hereinafter referred to as the “Union”)

of the second part

WHEREAS, the Union has the sole right to negotiate and conclude a Collective Agreement on behalf of the Employees of the College pursuant to the Public Service Employee Relations Act;

WHEREAS, the Parties are mutually desirous of entering into a Collective Agreement with the intent and purpose to promote a harmonious relationship between the Employees and the College, and to set forth in this Collective Agreement rates of pay, hours of work and conditions of employment.

**AND** WHEREAS, the Parties support the mission of the College to enable Albertans to be more effective members of society through the development of appropriate attitudes, knowledge and skills and through accessible and responsive programs with personalized and supportive services.

NOW THEREFORE, the Parties mutually agree as follows:

## ARTICLE 1

### Definitions

1.01 In this Agreement, unless the context otherwise requires:

- (a) A word used in the singular may also apply in the plural;
- (b) "College" means NorQuest College or any person acting on behalf of the College, as the context of this Agreement may require.
- (c) "Continuous service" means:
  - (i) For Permanent or Term Employees employed on September 1, 1997, their continuous service recognized by the Crown in the Right of Alberta will be recognized by the College.
  - (ii) For employment of Permanent and Term Employees subsequent to September 1, 1997, continuous service shall accrue based on employment with the College. If a terminated Permanent or Term Employee is re-employed within a period of less than six (6) months of the Employee's termination date, his/her service shall be deemed to be continuous service.
- (d) "Employee" means a person employed by the College who is in the bargaining unit covered by this Agreement and who is employed in one of the following categories:
  - (i) "Permanent Employees" means employees who have completed the probationary period and who are employed in permanent positions.
  - (ii) "Term Employees" means employees who are employed in term positions. A Term Employee's employment terminates at the conclusion of the Employee's current term position assignment.
  - (iii) "Casual Employees" means employees employed to meet short term staffing needs, and/or less than half-time employment, and/or where the number of days, weeks, or months required is irregular.

- (iv) "Probationary Employee" means an Employee employed in a permanent or term position, who during his/her initial period of employment is serving a probationary period.
- (e) "Permanent position" means a position designated by the College as continuing to meet ongoing operational requirements. Permanent positions may be Full-time or Part-time. A Part-time permanent position requires a regular work schedule for a Permanent Employee which is at least one-half (1/2) the hours of a comparable Full-time permanent position.
- (f) "Term position" means a position designated by the College as a project or replacement position or term-certain for other specified reasons, having a set expiry date. A term position shall be at least six (6) months in duration and may be Full-time or Part-time. A Part-time term position requires a regular work schedule for a Term Employee which is at least one-half (1/2) the hours of a comparable Full-time term position.
- (g) "Union" means the Alberta Union of Provincial Employees;
- (h) "Union Representative" means the President of the Union, or an Officer or Staff Member of the Union designated by the President in writing pursuant to the Union's Constitution to perform a specific function pertaining to this Collective Agreement;

## ARTICLE 2

### Terms of Employment

2.01 The College during the life of this Agreement may with the agreement of the Union:

- (a) alter rates of Employee compensation, or,
- (b) alter any Employee entitlement or Employee rights

which are contained within this Agreement and upon such agreement these changes shall become the rates, entitlements, or Employee rights.



## ARTICLE 3

### Management Recognition

- 3.01** The Union recognizes that all functions, rights, powers and authority which the College has not specifically abridged, delegated or modified by this Agreement are retained by the College.

## ARTICLE 4

### Union Recognition

- 4.01** The College recognizes the Union as the exclusive bargaining agent for all Employees within the scope of Alberta Labour Relations Board Certificate Number **188-97**, namely, “**All** non-academic employees” except those employees excluded by written agreement between the parties.
- 4.02** The Agreement does not apply to the following:
- (a) Students on paid work experience programs who would not normally work for more than one **(1) term** and would not replace an Employee covered under this Agreement.
  - (b) Persons employed under special or wage subsidy cost-shared programs funded in whole or in part by Municipal, Provincial and/or Federal Government(s) such as **STEP**.
- 4.03** The Parties agree that there shall be no discrimination or coercion exercised or practised with respect to any Employee for reason of membership or legitimate activity in the Union.
- 4.04** The College will provide specific bulletin board space for use of the Union at locations on the College’s premises which are accessible to Employees. Sites of the bulletin boards are to be determined by the College and the Union. Bulletin board space shall be used for the posting of Union information directed to its members. The text of such information shall be submitted to the College for approval prior to posting and a decision shall be provided within twenty-four **(24) hours**.

## ARTICLE 5

### Legislation and The Collective Agreement

- 5.01 In the event that any law passed by the Government of Alberta or Canada renders null and void or reduces any provision of this Agreement, the remaining provisions shall remain in effect for the term of the Agreement and the Parties hereto shall negotiate, in accordance with the bargaining procedures of the Public Service Employee Relations Act, a satisfactory provision to be substituted for the provision rendered null and void, or reduced.
- 5.02 Where a difference arises out of the provisions contained in an Article of the Collective Agreement, and the subject matter is also covered in College regulations, guidelines or directives, the Collective Agreement shall supersede the regulation, guideline or directive.

## ARTICLE 6

### Union Membership and Dues Check-off

- 6.01 All Employees covered by this Agreement shall become members of the Union as a condition of employment. An Employee who has a religious objection to becoming a member of the Union shall be permitted to opt out of membership by providing the Union with a signed statutory declaration outlining the objection within sixty (60) consecutive calendar days from the date of commencement of employment, but such Employee shall continue to pay Union dues.
- 6.02 All Employees covered by this Agreement shall be required to pay Union dues as a condition of employment. The College shall, therefore, deduct Union dues from the pay of all Employees covered by this Agreement. The Union shall advise the College, in writing, of any change in the amount of dues to be deducted from the Employees covered by this Agreement. Such notice shall be communicated to the College at least thirty (30) calendar days prior to the effective date of the change.
- 6.03 The College shall remit Union dues deducted from the pay of all Employees to the Union by the first working day after the fifteenth calendar day in the following month. Where an accounting adjustment is necessary to correct an over or under payment of dues, it shall be effected in the succeeding month. The deductions remitted shall be accompanied by particulars identifying each Employee by name, starting date, classification, last known address and amount of union dues deducted. Further, the College shall provide to the Union, on a monthly basis, a list containing the name and last known address of current recipients of long term disability insurance.

- 6.04 The Union agrees to indemnify and save the College harmless against any claim or liability arising out of the application of this Article.

## ARTICLE 7

### College - Union Relations

- 7.01 The College will grant Union Representatives access to its premises for a specific purpose provided prior approval has been obtained. When investigating a grievance which requires meeting with a grievor or another Employee, an appointment with the grieving Employee or his/her immediate supervisor will be obtained through the College. The foregoing approval shall not be unreasonably denied.
- 7.02 The College and the Union shall equally cost-share the printing of this Agreement. Permanent and Term Employees shall be provided a copy of the Agreement by the College. A copy of the Agreement shall be available to Casual Employees through the Human Resources Office upon request.
- 7.03 The College will provide to all new Permanent and Term Employees on commencement an AUPE information package. This information package will be available to Casual Employees through the Human Resources Office upon request. This package will be supplied and paid for by the Union.

## ARTICLE 8

### Union Stewards

- 8.01 The College acknowledges the right of the Union to appoint Employees in the bargaining unit as Union Stewards.
- 8.02 The Union shall determine the number of Union Stewards, having regard to the plan of organization and the distribution of Employees at the workplace. When difficulties arise, the Union and the College shall consult in order to resolve the difference.
- 8.03 The College recognizes Union Stewards as official representatives of the Union.

- 8.04 Union Stewards involved in discussions related to the processing of grievances or the investigation of complaints arising out of the Agreement will be allowed time off with pay provided they first obtain consent of the College. The Union recognizes that the Stewards have their regular work to perform as Employees of the College. Whenever possible, Steward's duties shall be performed at times that will not interfere with services of the College.
- 8.05 The College will provide the Local/Chapter Chairperson a list of all new Employees on a monthly basis.

#### ARTICLE 9

##### Time ~~off~~ For Union Business

- 9.01 Time off, without loss of regular earnings, will normally be granted to Employees for Union business approved by the Union. Time off shall be granted, operational requirements permitting. The Union shall provide the College with a copy of the request for time off. Employees shall provide a minimum of five (5) work days notice when requesting time off, however consideration shall still be given in cases where the five (5) days notice is not provided. Where such time off is granted for an indeterminate period the Employee shall communicate with the College on a daily basis in respect to the date of return.
- 9.02 To facilitate the administration of Clause 9.01, the College will grant the leave of absence with pay and invoice the Union for the Employee's salary plus applicable allowances which the Union shall promptly pay.

#### ARTICLE 10

##### Probationary Period

- 10.01 A person appointed to a permanent or term position with the College shall serve a probationary period. The period of probation shall start on the date of commencement of employment in the permanent or term position and shall be twelve (12) months. The period of probation may be extended through mutual agreement between the College and the Union for a period of up to three (3) months. Permanent or Term Employees shall be required to serve only one (1) probation period during their continuous service with the College.
- 10.03 An Employee who has previously been employed by the College may, at the discretion of the College, have such previous employment considered as part of the probationary period as specified for the classification.

- 10.04 On commencement of employment, a new Employee shall be provided with a copy of his/her position description or list of duties.
- 10.05 An Employee, while on probation, shall have an evaluation at approximately the mid-point of the probationary period.

ARTICLE 11

Classifications and Pay

- 11.01 Classifications and pay conditions applying to Employees are contained in Appendix "A" and Appendix "B" of this Agreement.
- 11.02 The College may alter existing positions and/or establish new positions during the term of this Agreement and assign such positions to a band level, provided, however, in such event, the College shall notify the President of the Union of such altered or new position and its band level assignment.
- 11.03 If the band level assignment is in dispute and is not resolved by consultation between the Union and the College, the Union may, within thirty (30) calendar days of the date the Union received notice under Clause 11.02 above, submit the matter of the assignment to the appropriate band level to arbitration for settlement in accordance with Article 35 - Grievance Procedure. If the Arbitration Board determines that the position has not been assigned to the correct band level, such determination shall be retroactive. If the above thirty (30) calendar day period elapses without agreement between the parties or without a grievance being filed, the band level assignment established by the College shall apply.
- 11.04 Contingent on the College identifying to the Union the market need related to an Employee or to a group of Employees, the College retains the right to implement, amend, and discontinue a market supplement to be paid as an addition to an Employee's salary as set out in this Agreement. When the amount of a market supplement paid to an Employee is to be reduced or discontinued, the College shall provide the affected Employee with at least three (3) months written notice of the change.

**ARTICLE 12**

**Hours Of Work**

- 12.01 (a) The regular hours **of** work shall be based on an average thirty-six and one-quarter (**36 1/4**) hours per week.
- (b) The College at its discretion may implement and assign Employees to schedules requiring more than an average of thirty-six and one-quarter (36.25) hours per week up to an average **of** forty (40) hours per week. When so assigned, an Employee's regular salary will be increased proportionately based on the ratio obtained by dividing the average weekly hours of the Employee's schedule by thirty-six and one-quarter (36.25).

For example if an Employee's regular monthly salary on a 36.25 hour schedule is \$2,000 per month, the Employee's monthly salary while working a 40 hour schedule would be \$2,207 (\$2,000 X 40/36.25).

In order for the College to implement a schedule under this provision:

- (i) The College shall consult with the Union respecting the reasons for the schedule and alternatives that may be applied.
- (ii) The weekly hours shall be a normal requirement of the position for a period of at least six (**6**) months.
- (iii) **An** Employee shall be entitled to a minimum **of** thirty (30) days advance notice before commencing working on the schedule unless the Employee agrees to a shorter period.

12.02 Schedules established by the College may contain variable hours **of** work per day, and variable days of work per week including compressed work week schedules, provided such schedules average up to thirty-six and one-quarter (**36 1/4**) hours per week over the rotation cycle **of** the schedule. Schedules that average up to forty (40) hours per week may be implemented by the College with an Employee's regular salary adjusted according to Clause 12.01(b).

12.03 **If** a Permanent or Term Employee's regular work schedule is changed, the College shall provide the Employee with a minimum of thirty (**30**) calendar days' written notice **of** the schedule change. Through mutual agreement between the Employee and the College, this notice period may be reduced.

**12.04** Employees covered by this Agreement shall normally receive two **(2)** fifteen **(15)** minute paid rest periods in each work period in excess of *six* **(6)** hours, one **(1)** period to be granted before the meal break and one **(1)** to be granted after. **An** Employee working a period of more than two **(2)** hours but less than six **(6)** hours shall be granted one **(1)** rest period. Rest periods shall be taken at the work site unless otherwise approved by the College. Rest periods shall not be granted within one **(1)** hour of commencement or termination of a work period.

**12.05** A unpaid meal break of not less than one-half **(1/2)** hour and not more than one and one-half **(1 1/2)** hours shall be granted to all Employees at approximately the mid-point of each work period that exceeds four **(4)** hours.

**12.06** **An** Employee shall not be required to work a split shift involving a break between work periods longer than the specified meal period except by mutual agreement between the College and the Employee.

### **ARTICLE 13**

#### **Overtime**

**13.01** Overtime applies when an Employee has been authorized to work more than the regular hours of work stated in Clauses **12.01** and **12.02**. Overtime shall be compensated as follows:

- (a) For overtime hours worked on a regularly scheduled work day, at time and one half his/her regular hourly salary for the first two **(2)** hours worked in excess of regular daily hours and at double his/her regular hourly salary for hours worked in excess of two **(2)** hours;
- (b) For overtime hours worked on day(s) of rest:
  - (i) at time and one-half his/her regular hourly salary for all hours worked up to the equivalent of full normal daily hours and double time for additional hours worked thereafter, on a compressed work week day off or on his/her regularly scheduled first day of rest; and
  - (ii) at double his/her regular hourly salary for all hours worked on subsequently scheduled day(s) of rest in that rest period;

**13.02** Through mutual agreement between the Employee and the College, overtime worked by the Employee may be claimed as compensatory time off with pay in lieu of a cash settlement. Time off shall be calculated at the overtime hourly rates earned. Compensating time off shall be

scheduled at a mutually agreeable time by August **31** of each year for overtime worked during the prior twelve (**12**) months. If mutual agreement on scheduled time off will not result in debanking all accumulated entitlement to compensating time off by August **31**, all overtime not scheduled shall be paid out in cash.

- 13.03** Part-time and Casual Employees working less than the regular hours of work stated in Clauses **12.01** and **12.02** who are required to work longer than their usual daily or weekly hours shall be paid at the rate of straight time for the hours so worked until they equal the regular daily or weekly hours for Full-time Employees in the same Class, after which the overtime provisions of this Article shall apply.
- 13.04** An Employee may occasionally be required to work extra time, up to fifteen (**15**) minutes, immediately following his/her regular work hours without payment. However, if the extra time exceeds fifteen (**15**) minutes, a minimum of one-half (**1/2**) hour overtime compensation will be granted, with compensation thereafter in accordance with Clause **13.05**.
- 13.05** Overtime payment or compensatory time off shall be calculated to the nearest quarter hour and shall not be allowed twice for the same hours.

#### ARTICLE 14

##### Shift Differential

- 14.01** An Employee scheduled by the College to work shifts shall receive one dollar (**\$1.00**) per hour for shifts where at least one-half of the hours in such shift falls between **4:00** p.m. and **8:00** a.m. Shift differential shall not be included with the Employee's regular rate of pay for purposes of computing overtime payments, other premium payments, or any Employee benefits. Shift differential shall not be paid on any hours for which an Employee receives overtime compensation.



ARTICLE 15

Call Back Pay

- 15.01** An Employee who is called back to work one or more times within a two (2) hour period and for whom the time worked and the time spent travelling directly to and from work totals two hours or less, shall be compensated at straight time for a minimum of three (3) hours. There shall be no minimum guaranteed compensation nor compensation for time spent travelling if the call back is contiguous with a normal working period.
- 15.02** For purposes of this Article, an Employee will be compensated according to the provisions of Clause **13.01** and **13.02**.

ARTICLE 16

Acting Incumbency Pay

- 16.01** Acting incumbency pay in the amount of five percent (5%) of a Permanent or Term Employee's regular salary, but not to exceed the maximum salary for the classification in which the Employee is acting, shall be paid when an Employee is assigned by the College to perform the principal responsibilities of a position with a higher classification than that of the Employee's position. The Employee must be assigned for a minimum period of five (5) consecutive work days to qualify for acting incumbency pay. Acting incumbency pay shall apply from the first day the Employee is assigned these duties. An Acting Incumbency assignment shall normally not exceed one (1) year.

ARTICLE 17

Paid Holidays

- 17.01** Permanent and Term Employees are entitled to one day's paid leave for each of the following holidays:

New Year's Day	Labour Day
Family Day	Thanksgiving Day
Good Friday	Remembrance Day
Easter Monday	Christmas Day
Victoria Day	Boxing Day
Canada Day	Christmas Floater
Civic Holiday (1Day)	

All Paid Holidays shall be observed on the day designated by the College.

- 17.02 When a Permanent or Term Employee is required to work on one of the holidays listed in Clause 17.01, the Employee shall receive his/her regular salary plus time and one-half for all hours worked.
- 17.03 When a day designated as a holiday under Clause 17.01 falls on an Permanent **or** Term Employee's regularly scheduled day of rest, and the Employee is not required to work, the Permanent or Term Employee shall be granted holiday leave on the day observed as the holiday and the day of rest shall be rescheduled.
- 17.04 In lieu of Paid Holidays, Casual Employees shall receive, in addition to their regular wage earnings, pay at 5.2% of their regular wage earnings paid each pay period, and for working on a paid holiday, pay at time and one-half the Employee's regular hourly rate.
- 17.05 Permanent and Term Employees shall be entitled to three **(3)** paid days off per year designated by the College. These days shall normally be taken between Christmas and New Years except where operational requirements do not permit, in which event the three **(3)** days shall be taken at a time mutually agreed between the College and the Employee.

## ARTICLE 18

### Annual Vacation Leave

- 18.01 Vacation entitlements with pay, shall be as follows:
- (a) A Permanent or Term Employee who has completed twelve **(12)** full calendar months' continuous service as of June 30, shall receive fifteen **(15)** work days' vacation.
  - (b) A Permanent or Term Employee who has completed eight **(8)** years' continuous service as of June 30, shall in the subsequent year(s) receive twenty **(20)** work days' vacation.
  - (c) A Permanent or Term Employee who has completed sixteen **(16)** years' continuous service as of June 30, shall in the subsequent year(s) receive twenty-five **(25)** work days' vacation.
  - (d) A Permanent or Term Employee who has completed twenty-five **(25)** years' continuous service as of June 30, shall in the subsequent year(s) receive thirty **(30)** work days' vacation.
  - (e) A Permanent **or** Term Employee who has completed less than twelve **(12)** full months' continuous service as of June 30, shall receive one and one-quarter **(1 1/4)** work days' vacation for each calendar month worked from the commencement of his/her

employment, provided that when employment has commenced on or before the fifteenth (15th) day of any month, **s/he** shall earn vacation entitlements from the first day of that month and when employment has commenced on or after the sixteenth (16th) day of any month, **s/he** shall earn vacation entitlements from the first day of the following month.

- (f) If a terminated Permanent or Term Employee has a break in service of **six (6)** months or more and is subsequently re-employed by the College, previous service with the College will be recognized for vacation entitlement purposes only.

18.02 A Permanent or Term Employee shall earn vacation leave during the following absences:

- (a) the first forty-four **(44)** consecutive work days of sick leave or absence during Workers' Compensation Supplement; and
- (b) any other leave of absence with or without pay for the first twenty-two (22) work days.

18.03 All calculations which result in a fraction of a work day shall be rounded out to the next half or full day, whichever applies, except when vacation pay is paid out upon termination pursuant to Clause 18.09.

18.04 If one or more paid holidays falls during a Permanent or Term Employee's annual vacation period, another day or days may be added at the end of the vacation period or at a time authorized by the College.

18.05 (a) Except as is otherwise provided herein, vacation leave in respect of each year of continuous service shall be taken:

- (i) within twelve (12) months after the end of that year; and
- (ii) at times approved by the College.

- (b) Employee requests to delay scheduling of vacations to a period other than the twelve (12) month period referred to above shall be considered at the discretion of the College based on the reasons for the request and operational requirements.

18.06 Where a Permanent or Term Employee is allowed to take any leave of absence, other than sick leave, in conjunction with a period of vacation leave, the vacation leave shall be deemed to precede the additional leave of absence, except in the case of maternity leave which may be authorized before or after vacation leave.

- 18.07 Once vacations are authorized they shall not be changed except by mutual agreement, other than in cases of emergency or termination of employment prior to scheduled vacation.
- 18.08 A Permanent or Term Employee who fails to return to work following the last day of authorized vacation leave shall be considered to have absented himself/herself from employment and the provisions of Clause 34.03 shall apply.
- 18.09 A Permanent or Term Employee shall not be paid cash in lieu of vacation earned, except upon termination in which case s/he shall receive vacation pay for such vacation earned but not taken.
- 18.10 Subject to the operational requirements, the College shall make every reasonable effort to grant a Permanent or Term Employee, upon request, at least two (2) weeks of his/her annual vacation entitlement during the summer months.
- 18.11 Where a Permanent or Term Employee's annual vacation entitlement is insufficient to bridge service from one regular work assignment to the next, the College may schedule an unpaid leave of absence to maintain the Employee's continuous service.
- 18.12 In lieu of Annual Vacation Leave and vacation pay, Casual Employees shall receive, in addition to their regular wage earnings, vacation pay at 6.0% of their regular wage earnings paid each pay period.

## ARTICLE 19

### Casual Illness

- 19.01 "Casual Illness" means an illness which causes a Permanent or Term Employee to be absent from duty for a period of three (3) consecutive work days or less.
- 19.02 If a Permanent or Term Employee is ill at work or requires time off for the purposes of attending a dental, physiotherapy, optical, medical or such other appointment, provided s/he has been given prior authorization by the College and s/he works one (1) hour in a half day that the Employee is absent for those purposes, such absence shall neither be charged against the Employee's casual illness entitlement, nor shall a deduction in pay be made for the time lost in the half day in which s/he became ill or attended the appointment.

**19.03** On July 1 of each year, a Permanent or Term Employee shall be eligible for a maximum of ten (10) work days of casual illness leave with pay non-cumulative. When a Permanent or Term Employee is first employed, s/he shall be eligible for a prorated entitlement based on the number of calendar months to July 1. Each day or portion of a day of casual illness used within a year shall be deducted from the remaining casual leave entitlement for that annual period.

## ARTICLE 20

### General Illness

- 20.01** (a) "General Illness" means an illness which causes a Permanent or Term Employee to be absent from duty for a period of more than three (3) consecutive work days but shall not exceed:
- (i) eighty (80) consecutive work days; or
  - (ii) where the College approves part-time absences and part-time use of General Illness Leave, the eighty (80) days of leave will be converted to the equivalent number of hours and administered accordingly.
- (b) "Benefit Year" means the period from July 1 to June 30. A Permanent or Term Employee's first benefit year commences on employment. The Employee's second benefit year commences on July 1 following his/her date of employment.

**20.02** Provided the Permanent or Term Employee is not then absent from work due to illness, pursuant to Clause 20.01, the Employee on July 1 of each year of employment shall be entitled to General Illness Leave at the specified rates of pay in accordance with the following Sub-Clauses, and the application of such General Illness Leave shall be as set out in accordance with Clause 20.03:

- (a) Illness commencing in the first month of employment; no salary for each of the first ten (10) work days of illness and thereafter 70% of normal salary for seventy (70) work days of illness.
- (b) Illness commencing in the first benefit year, but following the first month of employment; 100% of normal salary for each of the first ten (10) work days of illness and 70% of normal salary for each of the next seventy (70) work days of illness.

- (c) Illness commencing in the second benefit year; 100% of normal salary for each of the first fifteen (15) work days of illness and 70% of normal salary for each of the next sixty-five (65) work days of illness.
- (d) Illness commencing in the third benefit year; 100% of normal salary for each of the first twenty-five (25) work days of illness and 70% of normal salary for each of the next fifty-five (55) work days of illness.
- (e) Illness commencing in the fourth benefit year; 100% of normal salary for each of the first thirty-five (35) work days of illness and 70% of normal salary for each of the next forty-five (45) work days of illness.
- (f) Illness commencing in the fifth benefit year; 100% of normal salary for each of the first forty-five (45) work days of illness and 70% of normal salary for each of the next thirty-five (35) work days of illness.
- (g) Illness commencing in the sixth or any subsequent benefit years; 100% of normal salary for each of the first sixty (60) work days of illness and 70% of normal salary for each of the next twenty (20) work days of illness.

**20.03**

- (a) Subject to Sub-clause 20.03 (b), a Permanent or Term Employee upon return to active work after a period of general illness of less than eighty (80) consecutive work days will have:
  - (i) illness leave entitlements reinstated pursuant to Clause 20.02 when the Employee returns to work in the next benefit year; or,
  - (ii) any illness leave days used for which normal salary was paid at the rate of 100% or 70% reinstated for future use at the rate of 70% of normal salary, within the same benefit year.
- (b) Such reinstatement shall only occur where a Permanent or Term Employee has not taken any general illness leave for the same or related illness during the first ten (10) consecutive work days following the date of return to active work.

**20.04**

For purposes of this Article, the maximum period of continuous absence recognized shall be eighty (80) consecutive work days. Absences due to illness or disability in excess of that period shall be subject to Article 23 - Benefit Plans.

20.05 When a day designated as a Paid Holiday under Article 17 falls within a period of general illness it shall be counted as a day(s) of general illness and under no circumstances shall an Employee receive any additional entitlement in respect of that day.

## ARTICLE 21

### Proof Of Illness

21.01 To obtain Casual illness leave benefits, the College may require that an Employee provide a proper medical certificate or other satisfactory proof of illness. The College may also require the Employee to provide satisfactory proof of attendance at a medical, dental, physiotherapy, optical, or such other appointment when time off from work is granted to attend such appointments. Where an Employee is required, pursuant to this Clause, to provide a medical certificate or proof of attendance at an appointment, **s/he** shall be advised prior to his/her return to work.

21.01 To obtain General illness leave benefits, the Permanent or Term Employee is required to provide a proper medical certificate or other satisfactory proof of illness.

21.02 A Permanent or Term Employee is not eligible to receive Casual Illness or General Illness benefits if:

- (a) the absence is due to an injury, from employment of any other employer, that qualifies for Workers' Compensation benefits; or,
- (b) the absence is due to an intentional self-inflicted injury.

21.03 Where the College requires an Employee to undergo compulsory medical examination(s), the cost of such examination(s) shall be paid by the College.

## ARTICLE 22

### Special Leave

22.01 A Permanent or Term Employee who requires time off from work may be granted special leave without loss of pay upon approval by the College. The circumstances under which special leave may be approved are subject to Clause 22.02 and subject to the corresponding yearly maximum number of work days as follows:

- (a) illness within the immediate family - four **(4)** days;
- (b) bereavement - four **(4)** days around the date of the funeral;

- (c) travel time for illness within the immediate family or bereavement - three **(3)** days;
- (d) administration of estate - two **(2)** days;
- (e) moving household effects - one **(1)** day;
- (f) disaster conditions - two **(2)** days;
- (g) attend funerals as pall-bearer or mourner, for persons not listed in Sub-clause 22.02 (b) - time off as required not to exceed one **(1)** day;
- (h) be present at birth **or** adoption proceedings of an Employee's child - one **(1)** day;
- (i) attend formal hearing to become Canadian Citizen - one **(1)** day.

**22.02** For purposes of determining eligibility for special leave under Clause 22.01, the following provisions shall apply:

- (a) a Permanent or Term Employee who requires time off work, shall be granted leave without loss of pay for a period of up to four **(4)** working days, plus allowable travel time, if there is an illness in his/her immediate family. Immediate family means spouse (including common-law spouse), son, daughter, mother, father or parent-in-law. The leave of absence shall not include taking the person to a medical, dental, optical, or other such appointment, unless there is no other family member available to take the person to an appointment;
- (b) bereavement - leave of absence will be granted in the event of the death of the Permanent or Term Employee's spouse (including common-law spouse), or any of the following relations of an Employee or spouse (including common-law spouse): parents, guardian, parent-in-law, grandparent, grandchild, son, daughter, brother, sister, or the husband or wife of any of them;
- (c) travel time for illness within the immediate family or for bereavement shall mean for travel where long distances or travel from isolated areas are involved;
- (d) administration of estate shall apply only when an Employee has been designated as an executor or administrator of the estate;
- (e) moving of household furniture and effects shall apply to an Employee who maintains a self-contained household and who



changes his/her place of residence which necessitates the moving of his/her household furniture and effects during his/her normal working hours and if s/he has not already qualified for such special leave within the preceding twelve (12) months. In the event an Employee's normal place of employment is moved outside the municipal area, the normal moving allowance shall apply;

- (f) disaster conditions shall apply for a critical condition which requires an Employee's personal attention in a disaster (flood, fire, tornado) which cannot be served by others or attended to by the Employee at a time when she is normally off duty;
- (g) mourner - leave of absence will be granted where operational requirements permit subject to the approval of the Employing Department.

**22.03** The maximum annual leave specified for each circumstance requiring use of special leave shall not be exceeded. However, family illness leave, bereavement leave and travel time for illness within the immediate family or bereavement may be granted more than once within a benefit year as defined in Article 20.01(b), provided the total special leave granted does not exceed ten (10) working days per benefit year. Additional bereavement leave may be approved by the College when ten (10) days special leave has already been utilized within a benefit year.

**22.04** Two weeks notice may be required for leave requested under Clause 22.01, Sub-clause(d), (e), and (i).

**ARTICLE 23**

**Benefit Plans**

**23.01** Permanent and Term Employees shall participate in the College Benefit Plans. Benefit coverage, eligibility conditions and cost sharing of premiums will be according to conditions of the insurance policy and plan conditions. Part-time Employees must have a normal work schedule of at least fifty percent (50%) of an equivalent full-time position to be eligible to participate. Casual Employees are not eligible to participate.

**23.02** All benefit plan conditions specified in this Article shall be in accordance with the terms and conditions contained in the policy of insurance of which the College is the policy holder and other conditions of the plan. The College shall have the right to change the insurance carriers provided comparable benefits are maintained. The terms of the policies of insurance and plan conditions shall not be considered as incorporated in this Agreement by reference or by necessary intendment. Differences respecting any matters related to the administration and application of

the benefit plan therefore are not subject to the grievance and arbitration provisions of this Agreement. The Union shall be provided with a copy of these conditions upon request.

- 23.03** The benefits as referred to in the College Benefit Plans shall be Alberta Health Care, Extended Health Care, Dental Benefits, Basic Life Insurance, Accidental Death and Dismemberment, and Long-term Disability. Further the College agrees to maintain the existing overall cost-sharing proportion.

#### ARTICLE 24

##### Workers' Compensation

- 24.01** In accordance with the Workers' Compensation Act, when an Employee sustains an injury in the course of his/her duties with the College, the Employee shall report the injury to his/her supervisor at the place of work. For claims accepted by WCB, a Permanent or Term Employee shall be paid his/her regular full salary during the period s/he is required to remain off work up to eighty (80) consecutive work days.
- 24.02** If a Permanent or Term Employee has not returned to work due to injury before the eighty (80) work day period has expired, s/he shall then be paid according to the rate prescribed by the Workers' Compensation Act.
- 24.03** The eligibility period specified in Clause **24.01** shall not apply in the event of a recurrence of a disability due to a previously claimed injury, payable under this supplement, unless the Permanent or Term Employee has not used the total eligibility period in which case the unexpended period of eligibility may be applied.
- 24.04** When a day designated as a paid holiday under Article **17** falls within a period of time a Permanent or Term Employee is eligible to receive Workers' Compensation Supplement, it shall be counted as a day of Workers' Compensation Supplement, and under no circumstances shall an Employee receive any additional entitlement in respect of that day.
- 24.05** An Employee who is injured on the job during working hours and who is required to leave the job site for treatment, or is sent home as a result of such accident or injury, shall not suffer loss of pay for that day's work, regardless of the time of injury. That day shall not be deducted from the eligibility period specified in Clause **24.01**.
- 24.06** The Parties agree that the Workers' Compensation Supplement is intended only for the purpose of protecting a Permanent or Term Employee from loss of income while s/he is unable to work because of injury.

**24.07** A Permanent or Term Employee who receives WCB benefits and who at the commencement of absence from work pursuant to Clause **24.02** is participating in the Employee Benefit Plan shall continue to be covered under these plans throughout the period the Employee is receiving WCB temporary disability benefits. Premium contributions shall continue to be paid by the College and the Employee according to Article 23 - Benefit Plans.

## ARTICLE 25

### Maternity/Adoption/Parental Leave

**25.01** In this Article, “date of delivery“ means when the pregnancy of an Employee terminates with the birth of a child or the pregnancy otherwise terminates.

**25.02** A Permanent or Term Employee who has completed one (1) year of continuous service before commencing leave shall be granted up to fifteen (15) weeks maternity leave without pay and parental leave according to Article 25.03.

**25.03** A Permanent or Term Employee who has completed one (1) year of continuous service before commencing leave and who has or will have the care or custody of the newborn child shall be granted parental leave without pay for a period of up to thirty-seven (37) weeks. The Employee shall furnish proof of the birth of the child.

**25.04** A Permanent or Term Employee who has completed one (1) year of continuous service before commencing leave and who has or will have the care or custody of the newborn child shall be granted parental leave without pay for a period of up to thirty-seven (37) weeks. The Employee shall furnish proof of adoption.

**25.05** An Employee whenever possible will give the College at least six (6) weeks written notice of their intended start date for the maternity, adoption or parental leave.

**25.06** A Permanent or Term Employee who is eligible for maternity leave shall take at least six (6) weeks of such leave immediately following the actual date of delivery. The Employee, with the agreement of the College, may shorten this six (6) week period by providing the College with a medical certificate indicating the resumption of her duties will not endanger her health.

**25.07** A Permanent or Term Employee granted leave without pay pursuant to this Article shall, upon return to work, be returned to the Employee’s

former position or be placed in another comparable position with the college at not less than the same salary that had accrued prior to commencing leave, at the same level of benefits that is applicable to Employees in the same classification. Employees will be required to give the College at least four **(4)** weeks notice in writing of their intention to return to work.

- 25.08 Notwithstanding any date initially selected for the start of maternity leave, if an Employee subsequently indicates in writing that she is no longer able to carry out her full normal duties, she may commence her maternity leave at an earlier date.
- 25.09 Notwithstanding any other provisions in this Article, if during the twelve **(12)**week period immediately preceding the estimated date of delivery the pregnancy of an Employee interferes with the performance of her duties, the College may, by notice in writing to the Employee, require that she proceed on maternity leave.
- 25.10 A pregnant Employee who presents medical evidence from her physician which satisfies the college that continued employment in her present position may be hazardous to herself or to her unborn child, may request a transfer to a more suitable position if one is available.
- 25.11 Notwithstanding any other provisions of this Article, a pregnant Employee may qualify for a Supplemental Employment Insurance Benefit (S.E.B.) covering the period she has provided medical evidence from her physician which satisfies the College she is unable to do her job. **An** Employee must apply and when approved, submit to the College, proof of receipt of Employment Insurance maternity benefits, in order to be paid the S.E.B. payments. Leave then taken under this Supplemental Plan shall be considered to form part of the maternity leave without pay. **An** Employee who is eligible for the S.E.B. plan shall not be eligible for Casual Illness, General Illness, or Long-term Disability benefits.
- 25.12 A Permanent or Term Employee who at the commencement of maternity leave, parental leave, or adoption leave is participating in the Benefit Plans according to Article 23 shall continue to be covered according to plan and policy conditions throughout the leave period. Premium contributions shall continue to be paid by the College and the Employee for the first nine **(9)** months of the leave period. **After** nine **(9)** months, the Employee shall pay the full amount of the premiums for any subsequent period of the leave.

- 25.13** If both parents of a child are Employees of the College, the parents shall be able to decide which parent takes parental or adoption leave – it may be taken entirely by one parent or shared between them (one parent at a time), but the combined leave may not exceed thirty-seven (37) weeks for the parental or adoption leave.

## ARTICLE 26

### Leaves of Absence

- 26.01** A Permanent or Term Employee may request a leave of absence without pay recognizing the Employee's first responsibility is to performance of his/her job responsibilities unless unusual or unforeseen circumstances give rise to a request for a leave of absence. To be considered, the request must normally be submitted at least two (2) weeks in advance of the anticipated date of commencement of the leave. At the sole discretion of the College and Where operational requirements permit, the leave without pay may be granted.
- 26.02** Requests for leave without pay on religious holidays will be considered, provided adequate notice of the request is given.
- 26.03** A Permanent or Term Employee who, at the commencement of a Leave Without Pay, is participating in the Benefit Plans according to Article 23 shall continue to be covered according to the plan and insurance policy conditions throughout the period of Leave without pay. Premium contributions shall continue to be paid by the College and the Employee for a leave of absence of up to three (3) months. Following this period, the Employee shall be responsible for the full payment of all premiums.

## ARTICLE 27

### Court Leave

- 27.01** When a Permanent or Term Employee is summoned or subpoenaed as a witness (except in legal proceedings initiated by the Employee) or is required to serve as a juror under the Jury Act, she shall be allowed leave with pay, but any monies receivable by the Employee shall be paid to the College.

ARTICLE 28

Military Leave

- 28.01 The College may grant military leave to an Employee:
- (a) where his/her services are required by the Department of National Defence to meet a civil emergency, for the duration of the emergency;
  - (b) where during a national emergency s/he volunteers for service or is conscripted into the Armed Forces for the duration of the emergency.
- 28.02 Where military leave is approved an Employee shall not be required to forfeit any of his/her vacation entitlements. However, where military leave is not approved, this Article does not preclude the Employee from using vacation leave for the purpose of attending military training.

ARTICLE 29

Disciplinary Action

- 29.01 When an Employee receives a written reprimand, suspension, disciplinary demotion or is dismissed from employment, the Employee shall be informed in writing as to the reason(s) for **such** action. **An** Employee shall be notified in advance of the time and place a written discipline notice will be presented and of his/her right to be accompanied by a Union Representative or Union Steward if desired by the Employee. When a Union Steward requires time off from work to accompany an Employee to an interview pursuant to this Clause, the Union Steward must obtain prior approval from his/her supervisor to be absent from work, and, if approval is granted, leave without loss of pay will be allowed.
- 29.02 The Employee will be provided with a copy of written notices pertaining to his/her conduct or performance which are placed on his/her personal file.
- 29.03 **An** Employee may be dismissed, suspended, demoted or given a written reprimand for just cause.
- 29.04 **An** Employee who has been subjected to disciplinary action may, after thirty-six (36) months of continuous service from the date the disciplinary action was invoked, request that his/her personal file be purged of any record of the disciplinary action. Such request will be granted providing:

- (a) the Employee's file does not contain any further record of disciplinary action during that thirty-six (36) months period; and
- (b) the disciplinary action is not the subject of an unresolved grievance.

### ARTICLE 30

#### Safety and Health

- 30.01 The College and the Union agree to cooperate on workplace health and safety issues including participation on a Joint Health and Safety Committee. The parties acknowledge active support of everyone is required to maintain appropriate health and safety standards.
- 30.02 **An** Employee shall immediately notify the College when she has an accident at work that results in injury or that had the potential of causing serious injury. **An** Employee who becomes aware of a health and safety concern at his/her work site shall immediately notify the College.

### ARTICLE 31

#### Travel and Subsistence

- 31.01 Employees who incur travel and subsistence expenses in the performance of authorized College business shall be reimbursed for those expenses in accordance with the College's Subsistence and Travel Policy.
- 31.02 The Union will be informed of changes in the College's Subsistence and Travel Policy.

### ARTICLE 32

#### Staff Reductions

- 32.01 It is the College's goal to manage changes in its operations in a manner which recognizes the need to assist Permanent Employees when such changes affect their employment or security. The following staff reduction process applies to Permanent Employees.
- 32.02 The College shall give a Permanent Employee at least ninety (90) calendar days prior written notice or pay in lieu of a staff reduction resulting from the elimination of the Employee's position. The College will provide a copy of the written notice to the Union.
- 32.03 The Employee may resign in writing and receive pay at his/her regular rate in lieu of the notice specified in Clause **33.02** in which event the Employee will not be eligible for the Separation Allowance.

**32.04** When a staff reduction results in the elimination of a Permanent Employee's position, s/he shall endeavour to obtain an alternate position through consultation with the College and by applying for available vacancies.

**32.05** During the period of notice of staff reduction, the College will allow the Permanent Employee a reasonable amount of time off with pay to attend interviews with external employers.

**32.06** Separation Allowance

A Separation Allowance will be provided for Permanent Employees with more than two (2) years of continuous service with the College. The Separation Allowance will apply to Permanent Employees who have not secured ongoing employment with the College. These provisions will not be paid to an Employee who was dismissed, resigned, retired, or who refused a alternate positions at no loss in salary or benefits.

Eligible Permanent Employees will be entitled to receive a Separation Allowance at their regular rate of pay according to the following schedule.

Full Years of Continuous Employment	Separation Allowance - Weeks of Pay at Regular Rate of Pay
2	6
3	9
4	12
5	15
6	18
7	21
8	24
9	27
10	31
11	35
12	39
13 plus	43

**32.07** Upon payment of the Separation Allowance, an Employee's employment shall be terminated and the Employee shall have no further rights under this Agreement.



## ARTICLE 33

### General

- 33.01** The College will make reasonable arrangements to have an Employee's personal file made available under College supervision. The Employee may request a representative of the Union to be present at the time of the examination.
- 33.02** The personal file referred to in this Article is the personal file of an Employee maintained by the College. Except as provided hereinafter this file shall contain copies of all documentation pertaining to the Employee. No information pertaining to interview records, reference checks, or confidential information related to a diagnosis or prognosis concerning Employee's eligibility for Long Term Disability Insurance shall be contained in this file.
- 33.03** An Employee who absents himself/herself from his/her employment and who has not obtained the approval of a senior official of the College shall, after three (3) consecutive work days of such unauthorized absence, be considered to have abandoned his/her position and will be deemed to have resigned, unless it is subsequently shown by the Employee that special circumstances prevented him/her from reporting to work.
- 33.04** An Employee who is absent from duty without prior authorization shall communicate daily, the reason for his/her absence to the College as early in the work day as possible.
- 33.05** A Permanent or Term Employee is required to provide the College with a minimum of ten (10) work days prior written notice of resignation if s/he wishes to resign in good standing.
- 33.06** The College shall provide general liability insurance coverage for all Employees covered by this Agreement while engaged in the scope of their regular work duties.
- 33.07** Employees who pay a monthly fee for a parking space shall receive a minimum of sixty (60) days notice of any increase to parking rates.
- 33.08** Where the College determines that uniforms, coveralls, smocks, or other such items should be provided for the protection of the Employee's personal garments, such items shall be provided, cleaned and replaced upon approval by the College.

ARTICLE 34

Grievance Procedure

**34.01**      Definitions and Scope

- (a) A grievance is a difference arising out of the interpretation, application, operation or any contravention or alleged contravention of this Agreement or as to whether any such difference can be the subject of arbitration.
- (b) A Policy Grievance is a difference which seeks to enforce an obligation of the College to the Union, or the Union or its members to the College. A policy grievance shall not be an obligation that may or could have been the subject of a grievance by an Employee or group of Employees.
- (c) A grievance concerning a written reprimand of a Permanent or Term Employee may be subject to the Grievance Procedure except that it shall not be a subject of arbitration at Level 3 and decision at Level 2 shall be final and binding.
- (d) A grievance concerning the suspension, dismissal or termination of employment of a Probationary Employee, or a grievance concerning discipline of a Probationary Employee may be subject to the Grievance Procedure except that it shall not be a subject of arbitration at Level 3 and decision at Level 2 shall be final and binding.
- (e) A grievance concerning the suspension, dismissal, termination of employment, or non-renewal of a Term Employee's employment may be subject to the Grievance Procedure except that it shall not be a subject of arbitration at Level 3 and decision at Level 2 shall be final and binding.
- (f) A grievance concerning the dismissal, termination of employment, or discipline of a Casual Employee may only be processed to Level 1 of the Grievance Procedure and decision at Level 1 shall be final and binding.
- (g) '(Days' means calendar days in this Article.

### **34.02**      Meetings During Grievance Procedure

A Union Steward shall not discuss a grievance, or leave his/her place of work to investigate a grievance, during working hours without first obtaining permission from his/her supervisor to do so.

### **34.03**      Grievance Process

An earnest effort shall be made to settle issues arising from the application of this Agreement fairly and promptly through discussion between the parties to avoid the need for formal grievances. In the event this process does not resolve the issue, the following grievance procedure shall apply.

#### **Level 1**

If an Employee or a group of Employees has a grievance, the Employee or group of Employees shall submit to the Human Resources Division a written statement of the grievance within fourteen (14) days of the date that the Grievor(s) became aware of, or reasonably should have become aware of, the alleged grievance.

The grievance when presented in writing must be signed by the Employee or group of Employees and the Union, and shall contain:

- (1) a summary of circumstances giving rise to the grievance.
- (2) the provision(s) of the Agreement considered violated.
- (3) the particulars of the remedy sought.

The Director and representative of the Human Resources Division shall meet with the Grievor(s) and the Steward/Union Representative within fourteen (14) days of receipt of the grievance and shall render their decision in writing within fourteen (14) days of this meeting.

#### **Level 2**

With the approval of the Union in writing, an Employee not satisfied with the reply at Level 1 shall, within fourteen (14) days of receipt of that reply submit his/her grievance in writing to the President through the Human Resources Division.

The President or designate and representative of the Human Resources Division shall meet with the Grievor(s) and the Steward/Union Representative within fourteen (14) days of receipt of the grievance and shall render their decision in writing within fourteen **(14)** days of this meeting.

### **Level 3 - Arbitration**

- (a) If a settlement is not reached through the above proceedings, an Employee with the approval of the Union (in the case of an Employee grievance), the Union (in the case of a Union grievance) and the College (in the case of a College grievance) may refer the grievance to arbitration by notice in writing that must be given within fourteen **(14)** days of receipt of the reply at the previous stage or level to which the grievance was advanced. Notice to the College shall be given to the President of the College.
- (b) The submission of a grievance to arbitration shall be to an Arbitration Board of three **(3)** members, one **(1)** to be appointed by the Union, one **(1)** to be appointed by the College and a third, who shall act as Chairman, to be mutually agreed upon by the other two **(2)** or to a single arbitrator.
- (c)
  - (i) The above notice shall indicate which system of arbitration the party wishes to follow, and state the name of its appointee to an arbitration board or suggest one or more names of persons it is willing to accept as a single arbitrator, as the case may be;
  - (ii) Upon receipt of the notice referred to in Sub-clause (b) above, the other Party shall respond within fourteen **(14)** days, indicating which system of arbitration it finds acceptable in respect to the grievance. If the other Party does not respond within the said fourteen (14) days, the grievance will be dealt with by an Arbitration Board. If it is not agreed that a single arbitrator shall be used, the other Party shall state the name of its appointee to an Arbitration Board. The Party initiating the submission of the grievance to arbitration under Sub-clause (b) (i) above shall then, within fourteen **(14)** days, state the name of its appointee to an Arbitration Board. If the other Party fails to appoint its nominee to an Arbitration Board within fourteen **(14)** days, its nominee will be appointed by the Director of Mediation

Services upon request of the Party submitting the grievance to arbitration. If the other Party agrees to a single arbitrator, it shall suggest one or more names of persons it is willing to accept as arbitrator.

- (d) Each Party to this Agreement shall bear its own costs of arbitration, including the costs of its appointee to the Board. The Parties shall bear equally the costs of arbitration board chairperson, or single arbitrator.
- (e) The College shall grant an Employee leave of absence with pay for the purpose of attending the arbitration of his/her grievance.
- (f) The College shall grant leave of absence with pay to a witness appearing under notice to attend at arbitration proceedings.
- (g) During the fourteen (14) days mentioned at Level 3, the parties may mutually agree to apply for grievance mediation. If no settlement is reached at mediation, the fourteen (14) days would commence from when mediation is concluded.

**34.04**      Variance From Grievance Procedure

- (a) The level of commencement of a grievance may be varied up to and including Level 2 by written agreement between the College and the Union.
- (b) Grievances involving Dismissal, Suspension without pay and Demotion shall be commenced at Level 2, unless otherwise agreed between the Parties.

**34.05**      Policy Grievance

A Policy Grievance shall be submitted to the other Party within fourteen (14) days of the date upon which the alleged violation of the Collective Agreement has occurred, or within fourteen (14) days from the date upon which the aggrieved Party first became aware of the subject of the grievance.

The policy grievance shall contain:

- (1) a summary of circumstances giving rise to the grievance.
- (2) the provision(s) of the Agreement considered violated.

- (3) the particulars of the remedy sought.

Within fourteen (14) days of filing a Policy Grievance, the Parties shall meet in an attempt to resolve the difference. Failure to resolve the Policy Grievance within fourteen (14) days of filing shall entitle the aggrieved Party to advance the Policy Grievance to Level 3 within an additional fourteen (14) days.

**34.06**      Power of Boards of Arbitration

- (a) Arbitration Boards or single arbitrators are empowered to decide grievances between the Parties or persons bound by the Collective Agreement.
- (b) Arbitration Boards or single arbitrators shall not add to, alter, modify or amend any part of the terms of the Collective Agreement by their decision, nor make any decision inconsistent with it nor to deal with any other matter that is not a proper matter for grievance under the Collective Agreement.
- (c) Arbitration Boards or single arbitrators shall confine their decisions solely to the precise issue submitted to them and shall have no authority to make a decision on any other issue not so submitted.
- (d) When disciplinary action against an Employee is involved, the Arbitration Board or single arbitrator may vary the penalty as is considered just and reasonable under the circumstances.
- (e) Where a grievance is heard by a three (3) member Board, the decision of a majority of the members is the decision of the Board, but if there is no majority, a decision of the Chairman governs and his/her decision is the decision of the Arbitration Board.

**34.07**      Arbitration Decisions

Arbitration decisions shall be final and binding on the Parties and all other interested persons.

**34.08**      Procedures and Time Limits

- (a) Time limits and procedures contained in this grievance procedure are mandatory. Failure to pursue a grievance within the prescribed time limits and in accordance with the prescribed procedures shall result in abandonment of the grievance. Failure to reply to a grievance in a timely fashion shall advance the grievance to the

next level. Grievances so advanced shall be subject to time limits as if a reply had been made on the last allowable day of the preceding level in the procedure.

- (b) Time limits in this Article may be extended by written agreement between **the** College and the Union.
- (c) Service of Documents

If anything is required or permitted to be served under this Agreement, it shall be deemed to be properly served if it is served:

- (i) by hand-delivery; or
- (ii) by a receipted courier service; or
- (iii) by registered mail; or
- (iv) confidential fax machine with a follow-up call to confirm receipt.

### ARTICLE 35

#### Term and Effective Date

**35.01** This Agreement shall be effective from July 1, 2002 until June 30, 2004 and shall remain in effect thereafter until a replacement Agreement is established under the Public Service Employee Relations Act.

**35.02** Notice to bargain shall be considered to have been sufficiently served if personally delivered or mailed in a prepaid registered envelope addressed, in the case of the Board to:

The President  
NorQuest College  
10215 – 108 Street  
Edmonton, AB T5S 1L6

and in the case of the Union to:

The President  
The Alberta Union of Provincial Employees  
10541 – 170 Street  
Edmonton, AB T5P 4S7

IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED THIS COLLECTIVE',  
AGREEMENT BY AFFIXING HERETO THE SIGNATURES OF THEIR PROPER  
OFFICERS IN THAT BEHALF.

Dan Mulvaney  
President  
Alberta Union of Provincial Employees

Feb. 5, 2003  
Date

David Fisher  
Witness

Feb. 5, 2003  
Date

W. Stilling  
President  
NorQuest College

Feb 5, 2003  
Date

W. Stilling  
Witness

Feb. 5, 2003  
Date



## APPENDIX A - CLASSIFICATIONS AND PAY

### Salary Grid - Effective July 1, 2002

	Step 1	Step2	Step3	Step4	Step5	Step6
<b>Band Level 8</b>	40,344 3,362	42,516 3,543	44,808 3,734	47,196 3,933	49,728 4,144	52,416 4,368
<b>Band Level 7</b>	35,388 2,949	37,308 3,109	39,300 3,275	41,424 3,452	43,632 3,636	45,984 3,832
<b>Band Level 6</b>	32,172 2,681	33,900 2,825	35,736 2,978	37,656 3,138	39,672 3,306	41,808 3,484
<b>Band Level 5</b>	29,256 2,438	30,816 2,568	32,472 2,706	34,212 2,851	36,060 3,005	38,004 3,167
<b>Band Level 4</b>	27,576 2,298	28,836 2,403	30,168 2,514	31,560 2,630	33,024 2,752	34,536 2,878
<b>Band Level 3</b>	25,068 2,089	26,244 2,187	27,444 2,287	28,704 2,392	30,036 2,503	31,416 2,618
<b>Band Level 2</b>	22,800 1,900	23,856 1,988	24,948 2,079	26,088 2,174	27,288 2,274	28,560 2,380
<b>Band Level 1</b>	21,972 1,831	22,860 1,905	23,796 1,983	24,756 2,063	25,764 2,147	26,808 2,234

### Salary Grid - Effective January 1, 2003

	Step1	Step2	Step3	Step4	Step5	Step6
<b>Band Level 8</b>	40,752 3,396	42,936 3,578	45,252 3,771	47,664 3,972	50,220 4,185	52,944 4,412
<b>Band Level 7</b>	35,736 2,978	37,680 3,140	39,696 3,308	41,844 3,487	44,064 3,672	46,440 3,870
<b>Band Level 6</b>	32,496 2,708	34,236 2,853	36,096 3,008	38,028 3,169	40,068 3,339	42,228 3,519
<b>Band Level 5</b>	29,544 2,462	31,128 2,594	32,796 2,733	34,560 2,880	36,420 3,035	38,388 3,199
<b>Band Level 4</b>	27,852 2,321	29,124 2,427	30,468 2,539	31,872 2,656	33,360 2,780	34,884 2,907
<b>Band Level 3</b>	25,320 2,110	26,508 2,209	27,720 2,310	28,992 2,416	30,336 2,528	31,728 2,644
<b>Band Level 2</b>	23,028 1,919	24,096 2,008	25,200 2,100	26,352 2,196	27,564 2,297	28,848 2,404
<b>Band Level 1</b>	22,188 1,849	23,088 1,924	24,036 2,003	25,008 2,084	26,016 2,168	27,072 2,256

### Salary Grid - Effective July 1, 2003

	<b>Step 1</b>	<b>Step2</b>	<b>Step3</b>	<b>Step4</b>	<b>Step5</b>	<b>Step6</b>
<b>Band Level 8</b>	41,976 3,498	44,220 3,685	46,608 3,884	49,092 4,091	51,732 4,311	54,528 4,544
<b>Band Level 7</b>	36,804 3,067	38,808 3,234	40,884 3,407	43,104 3,592	45,384 3,782	47,832 3,986
<b>Band Level 6</b>	33,468 2,789	35,268 2,939	37,176 3,098	39,168 3,264	41,268 3,439	43,500 3,625
<b>Band Level 5</b>	30,432 2,536	32,064 2,672	33,780 2,815	35,592 2,966	37,512 3,126	39,540 3,295
<b>Band Level 4</b>	28,692 2,391	30,000 2,500	31,380 2,615	32,832 2,736	34,356 2,863	35,928 2,994
<b>Band Level 3</b>	26,076 2,173	27,300 2,275	28,548 2,379	29,856 2,488	31,248 2,604	32,676 2,723
<b>Band Level 2</b>	23,724 1,977	24,816 2,068	25,956 2,163	27,144 2,262	28,392 2,366	29,712 2,476
<b>Band Level 1</b>	22,848 1,904	23,784 1,982	24,756 2,063	25,764 2,147	26,796 2,233	27,888 2,324

## **Appendix B - Allocation of All Bargaining Unit Positions Under Classifications and Pay Appendix "A" as of July 1st, 2002**

### **Band 8**

Assistant Registrar, Registrar's Office  
Coordinator, Campus Operations  
Coordinator, Health Services  
Media Designer, Media Development Centre

### **Band 7**

Aboriginal Student Advisor, Student Services  
Academic Skills Assessment Advisor, Assessment Services  
Business Development Consultant, Business Careers  
Career Consultant, Student Services  
Ed Tech Support Specialist, Educational Technologies Centre  
Head Library Technician, Library & Information Services  
Student Information System Specialist, Registrar's Office  
Media Developer, Media Development Centre  
Occupational Health Nurse, Health Services  
Student Advisor, Academic Upgrading & Employment Preparation  
Student Advisor, Language Training  
Student Advisor, Student Services  
Student Records Information Analyst, Registrar's Office  
Unit Coordinator, Business Services

### **Band 6**

Business Consultant, Aide Level Programs  
Editor/Writer, Program Development Services  
ESL Student Support Facilitator, Language Training  
Facilities Support Technician, Campus Operations  
Front Desk Services Supervisor, Registrar's Office  
Graphic Designer, Media Development Centre  
Job Placement Facilitator, Student Services  
Research Assistant, Research & Reporting Services  
Senior Editor, Media Development Centre  
Student Program Administrator, Academic Upgrading & Employment Preparation

**Band 5**

Action Plan Coordinator, Academic Upgrading & Employment Preparation  
Assistive Technology Specialist, Learning Support Services  
Ed. Asst. to the Deaf, Learning Support Services  
Editor, Media Development Centre  
Educational Assistant, Academic Upgrading & Employment Preparation  
Educational Assistant, Adult Basic Education  
Educational Assistant, AU/Regional  
Educational Assistant, Business Careers  
Educational Assistant, Educational Technologies Centre  
Educational Assistant, Health Careers  
Educational Assistant, Language Training  
Educational Assistant, Learning Support Services  
Educational Assistant, Trade and Service Careers  
Educational Technologist, Educational Technologies Centre  
Educational Technologist, Media Development Centre  
Exam Supervisor, Learning Support Services  
Financial Consultant, Career Programs  
Library Technician, Library & Information Services  
Office Administrator, Learning Resource Services & Program Development Services  
Office Manager, Academic Upgrading & Employment Preparation  
Office Manager, Language Training  
Office Manager, Student Services  
Placement Counsellor, Academic Upgrading & Employment Preparation  
Program Admission Advisor Team Leader, Registrar's Office  
Sign Language Interpreter, Learning Support Services  
Student Accounts Support, Registrar's Office  
Student Aid & Awards Officer, Registrar's Office  
Supply Services Supervisor, Business Services  
Work Placement Counsellor, Academic Upgrading & Employment Preparation  
Work Placement Officer, Language Training

**Band 4**

Accounting Clerk, Financial Services  
Accounting Clerk, Registrar's office  
Computer Lab Assistant, Educational Technologies Centre  
Data Audit & Scheduling, Registrar's Office  
Funds Development Assistant, College Advancement  
Program Admission Advisor, Registrar's Office  
Marketing Assistant, College Advancement  
Materials Control Supervisor, Business Services  
Scheduler, Campus Operations

System Set-up Administrator, Registrar's Office  
Technical Support, Campus Operations

### **Band 3**

Access & Technical Services, Library & Information Services  
Accounting Assistant, Financial Services  
Admin/Financial Assistant, Academic Upgrading & Employment Preparation  
Administrative Assistant, Assessment Services  
Administrative Assistant, Computer Services  
Administrative Assistant, Learning Support Services  
Administrative Assistant, Registrar's Office  
Administrative Assistant, Research & Reporting Services  
Administrative Assistant, Student Services  
Administrative/Purchasing Assistant, Computer Services  
Curriculum Assistant, Media Development Centre  
Customer Service Specialist, Registrar's Office  
Duplicating Equipment Operator, Business Services  
Information Processing Support, Registrar's Office  
Job Placement Administrative Assistant, Student Services  
Production Assistant, Marketing Services  
Program Administrative Assistant, AU/Regional  
Program Administrative Assistant, Career Programs  
Program Administrative Assistant, Business Careers  
Program Administrative Assistant, Health Careers  
Program Administrative Assistant, Human Service Careers  
Records Management Support, Computer Services  
Secretary/Receptionist, Registrar's Office  
CAIS Management Administrative Assistant, Student Services  
Student Accounts Assistant, Registrar's Office  
Supply Services Technician, Business Services

### **Band 2**

Administrative Support, Academic Upgrading & Employment Preparation  
Administrative Support, Adult Basic Education  
Administrative Support, Assessment Services  
Administrative Support, Business Services  
Administrative Support, Career Programs  
Administrative Support, College Advancement  
Administrative Support, Health Careers  
Administrative Support, Language Training  
Administrative Support, Learning Support Services  
Administrative Support, Research & Reporting Services  
Administrative Support, Student Services

Campus Support Technician, Business Services  
Case Management Data Input, Student Services  
Circulation Clerk, Library & Information Services  
Exam Administrative Support, Academic Upgrading & Employment Preparation  
Office Assistant, Career Programs  
Office Assistant, Financial Services  
Receptionist/Clerical Support, Student Services  
Receptionist/Office Support, **Campus** Operations  
Receptionist/Office Support, Career Programs  
Student Records Support, Registrar's Office  
Supply Services Support, Business Services  
Support Worker, Academic Upgrading & Employment Preparation

**Band 1**

(Currently no positions)

An Employee invoking the classification appeal procedure as set out in College policy pertaining to the job evaluation system shall be entitled to the assistance of a Union Representative in conducting any such appeal.

LETTER OF UNDERSTANDING

between

NORQUEST COLLEGE

and

THE ALBERTA UNION OF PROVINCIAL EMPLOYEES  
Local 071 Chapter 010

**RE: Eligibility for Vacations, Christmas Leave and Spring Break, for Educational Assistants and Educational Counsellor Aides employed by the College on June 30, 1998**

1. Educational Assistants and Educational Counsellor Aides employed in Permanent or Term positions on June 30, 1998 shall continue to be entitled to vacations, Christmas Leave and Spring Break according to the following conditions.
2. Vacation Entitlement
  - (a) Vacation shall be earned at the rate of one (1) work day for each full week worked. An Employee will be paid for any vacation leave earned but not taken at the time of termination.
  - (b) "Full week" for purposes of this Article means any five (5) days worked. A paid holiday shall be considered a day worked provided the work day immediately preceding and following the holiday is either worked, or is a day of vacation or authorized leave.
  - (c) "**Work** day" for purposes of this Article means any day on which an Employee is normally expected to be at his/her place of employment.
  - (d) Vacation leave shall be earned:
    - (i) during the first forty-five (45) consecutive work days of authorized sick leave but no such entitlement shall be earned in respect of the remainder of each such period of leave.
    - (ii) during an authorized leave with pay, or

(iii) during the first five (5) consecutive work days taken as authorized leave without pay.

(e) No vacation leave entitlement shall be earned during any period of vacation.

3. Christmas Leave

Employees covered by this Letter of Understanding shall be granted the work days between Boxing Day and New Years Day as Christmas Leave.

Christmas Leave shall be considered to include recognition of the Christmas float holiday for these Employees. If an Employee covered by this provision is required to work on those days, s/he shall be paid, in addition to his/her regular pay, pay at straight time rates for all hours so worked.

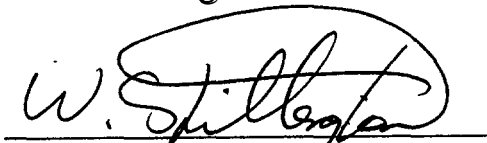
4. Spring:Break

Employees covered by this Letter of Understanding shall receive a Spring Break of five (5) consecutive days leave with pay each calendar year. These days shall normally be taken during the period between March 1 and April 30 of the same year scheduled at a time determined by the College. Where operational requirements for specific programs do not permit a Spring Break between March 1 and April 30, the Break for Employees in these programs shall be taken during another period designated by the College. These five (5) days of leave shall be made up of one (1) day of the Employee's vacation or paid holiday entitlement for that year, with the balance of four (4) days as the Spring Break entitlement.

5. Employees covered by this Letter of Understanding shall not accrue annual vacation leave as provided in Article 18 during Christmas Leave or a Spring Break.

Signed at Edmonton, Alberta this 5 day of February, 2003.

For the College:

  
\_\_\_\_\_

For the AUPE:

  
\_\_\_\_\_



LETTER OF UNDERSTANDING

between

NORQUEST COLLEGE

and

THE ALBERTA UNION OF PROVINCIAL EMPLOYEES  
Local 071 Chapter 010

**Re: Special Leave - Personal Leave Day**

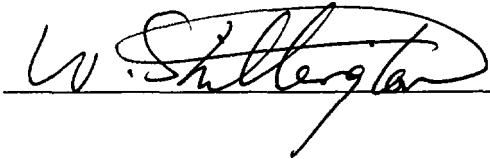
For the term of this Agreement, one (1) personal leave day per year will be considered as added to the reasons an Employee may be granted Special Leave as provided in Article 22.02.

Personal leave shall be for the purpose of compelling personal circumstances which are outside the Employee's control and which are not provided **for** under another provision of the Collective Agreement.

The parties will review the operation **of** this Letter of Understanding during the term **of** the Collective Agreement to assess **if** it has operated consistent with its negotiated intent. The purpose of this review will be to resolve concerns and **to** avoid collective bargaining issues arising from the implementation of this Letter **of** Understanding.

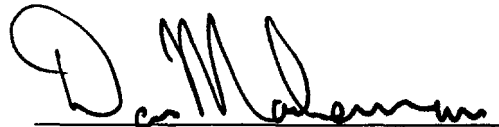
Signed at Edmonton, Alberta this 5 day of February 2003.

For the College:



W. Shillington

For the AUPE:



D. M. Mahan

LETTER OF UNDERSTANDING

between

NORQUEST COLLEGE

and

THE ALBERTA UNION OF PROVINCIAL EMPLOYEES  
Local 071 Chapter 010

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**Re: Pilot Project – Student Employment**

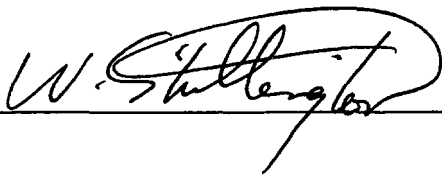
During the term of this collective agreement the parties will cooperate on implementation of a pilot project to assist NorQuest students in their development. This pilot project shall proceed according to the following terms of reference:

1. Only NorQuest students attending the College concurrently with their student employment shall be eligible to participate.
2. The student employment program shall not result in the displacement of Permanent or Term Employees.
3. A maximum of 15 students shall participate in this pilot project at any one time.
4. A participating student shall work no more than 12 hours per week.
5. Examples of work responsibilities of student employees would include:
  - (a) Assisting in library operations such as re-shelving books and **book** checkout.
  - (b) Student peer support in areas such as language translation or computer use.
  - (c) Event setup, take-down, and parking.
  - (d) Campus tour assistants.
6. Students employed in this program shall be paid \$8.00 per hour. Other rights and entitlements of Student Employees shall be the same as **for** Casual Employees.

7. Union dues deductions shall be made in accordance with Article 6.
8. A Committee comprised of two representatives appointed by the Union and two representatives appointed by the College shall review the operation of the program and provide recommendations to College management to resolve issues that may arise.
9. The Union may terminate conditions of this Letter of Understanding at any time during the term of this collective agreement by providing the College three months notice in writing. Effective immediately on receiving any such notice, the College will employ no additional students in this pilot project.

Signed at Edmonton, Alberta this 5 day of February, 2003.

For the College:



\_\_\_\_\_

For the A.U.P.E.



\_\_\_\_\_

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**(This Letter of Agreement to be separate from the Collective Agreement)**

LETTER OF AGREEMENT

between

NORQUEST COLLEGE

and

THE ALBERTA UNION OF PROVINCIAL EMPLOYEES  
Local 071 Chapter 010

The parties agree the following list identifies the Educational Assistants and Educational Counsellor Aides employed in Permanent **or** Term positions on June 30, 1998 entitled to vacations, Christmas Leave and Spring Break according to the Letter of Understanding conditions contained in their Collective Agreement.

**List as of July 1, 2002**

*Abday, Trudie*  
*Aridi, Ridan*  
*Austin, Gillian*  
*Briggs, Tracey*  
*Cotton, Elaine*  
*Dunlop, Anna Marie*  
*Gordon, Heather*  
*Gormley, Eric*  
*Gupta, Devinder*  
*Hathaway, Carol*  
*Hawkins, Tammy*

*Hendrickson, Diane*  
*Kuperus, Janet*  
*Liegandt, Max*  
*Malchuk, Fred*  
*Osmulski, Mack*  
*Persall, Leslie*  
*Sayer, Angela*  
*Schmitz, Catherine*  
*Toma, Dana*  
*Vallee, Jacqueline*  
*Waters, Susan*  
*Young, Nicola*

Signed at Edmonton, Alberta this 5 day of February, 2003.

For the College:

*W. S. Stillinger*

For the AUPE:

*Dan Mahemum*