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# **DEFINITIONS**

Administrative Supervisor shall mean the person responsible for hiring, evaluation and overall job performance. The Administrative Supervisor may delegate some or all of these responsibilities to the Day to Day Supervisor but retains overall accountability.

Day to Day Supervisor shall mean the person responsible for determining hours of work and providing day to day direction.

Senior College Officer shall mean the College President or his designate.

THIS AGREEMENT MADE THIS

DAY OF DECEMBER, 2003.

#### **BETWEEN:**

RED DEER COLLEGE
RED DEER, ALBERTA
(hereinafter called the "College")

PARTY OF THE FIRST PART

#### AND:

THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 1445 (hereinafter called the "Union")

#### PARTY OF THE SECOND PART

#### **PREAMBLE**

The purpose and object of this Agreement is to maintain a harmonious and cooperative relationship between the College and the Employees covered by this Agreement, and to provide an amicable method of settling differences or grievances which may arise between the College and the Employees, to stipulate wages and working conditions, and for the purpose of promoting the mutual interests of the College and the Employees.

In this agreement, words importing the singular shall be deemed to include the plural where the context so requires.

#### ARTICLE 1 - TERMS OF AGREEMENT

- 1.01 This Agreement shall be binding and remain in effect from the 1st day of July 2003 to the 30th day of June 2006 and shall continue from year to year thereafter unless either party gives to the other party notice of its amendment or termination.
- 1.02 Either party may give notice of amendment to or termination of this Agreement in writing to the other party not less than sixty (60) days, or more than one hundred and twenty (120) days, prior to the expiry date.
- 1.03 Where notice to amend has been served, the Collective Agreement shall remain in effect during the resultant negotiation process.

#### ARTICLE 2 - RETROACTIVITY

2.01 All changes in the new Agreement shall be adjusted retroactively to the commencement date of this Agreement, unless otherwise specified in the Memorandum of Agreement outlining the clauses in the new Collective Agreement.

#### ARTICLE 3 - NO DISCRIMINATION

The College and the Union agree that there shall be no discrimination, interference, restriction, or coercion exercised or practised with respect to any Employee in the matter of hiring, wage rates, training, upgrading, promotion, transfer, lay-off, recall, discipline, discharge, or otherwise by reason of age, race, creed, colour, national origin, political or religious affiliation, gender or marital status, place of residence, sexual orientation, disability or any other provision covered by the Human Rights Act, nor by reason of membership or activity in the Union.

In cases of harassment, discrimination or disputes, either party may request an external mediator or disputes resolution counsellor agreeable to both parties.

# **ARTICLE 4 - UNION RECOGNITION AND SECURITY**

- The College agrees to deduct Union dues from the wages of each Employee, as a condition of employment, each pay period. Such Union dues deductions shall be forwarded to the Secretary-Treasurer of the Union together with a list of Employees from whom the deductions have been made, not later than fifteen (15) days after the last day of each month.
- The College agrees to provide new Employees with a paper copy of the Collective Agreement upon commencement of employment.
- 4.03 The College agrees to provide all Employees with paper copies of the Collective Agreement within one (1) month of the ratification date of the Collective Agreement.
- 4.04 The College recognizes the Union as the sole and exclusive bargaining agent for all Employees whose bargaining rights are granted under

Certificate #7-72, issued pursuant to Section 99 of the Public Service Employee Relations Act, and as amended from time to time.

4.05 The CUPE President or designate shall be provided with one hour paid time to acquaint any new Employee with the Union and terms and conditions of employment as per the collective agreement.

#### ARTICLE 5 - MANAGEMENT RIGHTS

5.01 The College reserves all rights not specifically restricted by this Agreement.

#### **ARTICLE 6 - REPRESENTATION AND COMMITTEES**

- No individual Employee, or group of Employees, shall undertake to represent the Union at meetings with the College without proper authorization of the Union. In order that this may be carried out, the Union will supply the College with the names of its officers. Similarly, the College will, if requested, supply the Union with a list of its supervisory or other personnel with whom the Union may be required to deal with regarding matters related to this contract.
- An Employee shall not make any written or verbal agreement with the College which will conflict with the terms of this Agreement.

# 6.03 <u>Bargaining Committee</u>

- a) A Bargaining Committee shall be appointed by both parties to this agreement. CUPE Local 1445 appointments shall consist of no more than four (4) Employees. Red Deer College appointments shall consist of not more than three (3) members of College Administration. Each party shall advise the other of its members. Every effort will be made to schedule negotiation meetings during working hours.
- b) Either party may appoint up to two (2) advisors to the Bargaining Committee.

#### 6.04 Joint Employer/Employee College Committees

CUPE shall have representation on constituency based joint Employer/Employee College Committees. The College shall contact the Union President regarding committee representation.

#### 6.05 Benefits Review Committee

The Union shall have representation on any College Committee that is formed to review benefit packages.

# 6.06 Occupational Health and Safety Committee

It is recognized that the College and Union have a mutual concern regarding Employee Occupational Health and Safety and, therefore, shall ensure that the Union has representation on a College Wide Occupational Health and Safety Committee.

#### ARTICLE 7 - GRIEVANCE PROCEDURE

7.01 In the event of any difference arising from the interpretation, application, alleged violation, or contravention of any terms of this Agreement it shall be settled in the following manner:

#### 7.02 <u>Grievance Steps</u>

# a) Informal Discussion

The Employee(s) concerned with or without the Union shall first seek to settle the dispute through discussion with the immediate supervisor.

# b) Step I

If the dispute is not resolved satisfactorily through informal discussion, the Employee and/or Union shall reduce the grievance to writing and shall submit it to the Executive Director of Human Resources within fifteen (15) days of the incident or when it first came to the Employee's attention. The Executive Director of Human Resources shall make known the decision to the grievor and Union within five (5) days of receipt of the grievance.

# c) Step II

If the grievance is not satisfactorily resolved in Step I, the Union then may submit the grievance to the Senior College Officer within ten (10) days of receipt of the decision of the Executive Director of Human Resources. The Senior College Officer shall hold a hearing with the Union and Employee(s) within seven (7) days and shall render a decision in writing to the Union within five (5) days of the hearing.

# d) Step III

On failing to reach a satisfactory settlement under Step II, the grievance shall, within fifteen (15) days of the Senior College Officer's decision, then be submitted to adjudication, and proceedings shall be followed as stipulated under the provisions of the Public Service Employee Relations Act.

# 7.03 <u>May Omit Grievance Steps</u>

- a) In the event of policy grievances, the grievance shall be submitted in writing to the Senior College Officer within fifteen (15) days and the grievance shall be dealt with as stipulated in Step II and subsequent clauses.
- b) An Employee considered by the Union to be wrongfully or unjustly discharged or suspended may, within ten (10) days of the disciplinary action, initiate a grievance in accordance with Step II of this Article.
- c) A grievance concerning either lay-offs or recalls shall be submitted in writing to the Senior College Officer within fifteen (15) days and the grievance shall be dealt with as stipulated in Step II and subsequent clauses.

#### 7.04 <u>Time Limits</u>

- a) The time limits expressed in the foregoing shall be exclusive of Saturdays, Sundays, Statutory Holidays and normal time off.
- b) The time limits fixed in both the grievance and adjudication procedure may be extended by consent of the parties.

## 7.05 <u>Burden of Proof</u>

In cases of discharge, suspension and discipline, the burden of proof of just cause shall rest with the College.

7.06 Notice of Discharge, Suspension or Discipline

When an Employee is discharged, suspended or disciplined, such Employee and the Union shall be advised in writing, by the College, of the reason for such action.

### 7.07 <u>Unjust Suspension or Discharge</u>

If, in the opinion of the parties, an Employee has been unjustly suspended or discharged, the Employee shall be immediately reinstated in their former position or in an equivalent position without loss of seniority. The Employee shall be compensated in such a manner as is judged equitable in the opinion of the parties or in the opinion of the Board of Adjudication, if the matter is referred to such a Board.

7.08 Subject to 7.07, no Adjudicator, Adjudication Board or other body shall, by its award, alter or amend the terms of this Collective Agreement.

#### **ARTICLE 8 - PERSONNEL FILES**

- 8.01 Any expression of concern regarding an Employee's work performance shall be discussed with the Employee prior to any written document being placed on the Employee's personnel file. The Employee is entitled to have a Union representative present during this discussion.
- The Employee will be copied on any written document placed in the Employee's personnel file following the discussion with the Employer.
- Upon request, access to an Employee's personnel file will be provided to the Employee or the Employee's authorized representative. The Employee has the right to make copies of material contained in the Employee's personnel file.

8.04 Documents in an Employee's personnel file may not be used in a disciplinary action against the Employee eighteen (18) months after the document is dated.

#### ARTICLE 9 - EMPLOYEE CATEGORIES AND DEFINITIONS

### 9.01 <u>Employee Categories</u>

#### a) Permanent

Shall mean any Employee who is filling a permanent position and has successfully completed the required probation period as per Article 11. A permanent Employee may be either full-time or part-time.

#### b) Casual

Shall mean an Employee who is filling a position for thirty (30) days or less. When an Employee is replacing permanent or term-certain Employees while those Employees are on vacation, sick leave, compassionate leave or leave of absence of not more than one month, such Employees shall be paid at the rate of pay as specified in this Collective Agreement plus 8% vacation pay; however, no other conditions, except those specifically outlined in this agreement, shall apply. A casual Employee may be either full-time or part-time.

# c) Term-Certain

Shall mean an Employee who is appointed to a position that is greater than thirty (30) days and has a definite time period of appointment. A term-certain Employee may be either full-time or part-time.

#### d) Seasonal

Shall mean an Employee who works irregular shifted hours whose contract follows the College terms. Seasonal Employees are covered under Article 32 of the Collective Agreement.

# 9.02 <u>Definitions</u>

#### a) Full-time

Shall mean an Employee who works 35 hours per week as per Article 14.01

### b) Part-time

Shall mean an Employee who works less than the regular hours per month of a full-time Employee or less than the total number of months per year of a full-time Employee.

#### ARTICLE 10 - POSTINGS, APPOINTMENTS, PROMOTIONS AND TRANSFERS

- When a new position is created or when a vacancy occurs in the bargaining unit of a term certain or permanent nature, such vacancies or new positions, along with relevant information concerning the nature of the position, qualifications, required knowledge and wages, shall be posted for the information of the bargaining unit for a period of five (5) working days. Such vacancies or new positions shall be posted within fifteen (15) working days. In arranging the posting and filling of vacancies, every reasonable effort will be made to utilize the services of the outgoing Employee to train the new Employee.
- When filling the vacancies referred to in 10.01, applicants who are Employees currently within the bargaining unit, or former Employees who have been laid off shall be given first consideration; however, the College may advertise outside, simultaneously with the job posting, for prospective Employees.
- In making appointments from within the unit for the purpose of filling vacancies, the College shall take into consideration the ability, knowledge, experience and seniority of the Employee within the unit. Where the College selects and appoints from within the bargaining unit such appointments shall be made within the four (4) weeks following the expiry of the posting period.
- 10.04 Should the College decide not to fill an advertised vacant position, the internal applicants and the Union shall be informed in writing of the reasons.
- 10.05 Where the College makes an appointment outside the bargaining unit the Union shall be so informed.

- 10.06 No Employee shall be transferred to a position outside the bargaining unit without their consent.
- The Union shall be copied on all CUPE job postings, letters of offer and contract extensions.
- 10.08 Where an Employee is the successful applicant for a position in the bargaining unit at a higher Level, the Employee shall be placed at a Step which gives them at least a four percent (4%) salary increase.

#### **ARTICLE 11 - PROBATIONARY PERIOD**

- The probationary period for a new Employee engaged in a permanent position shall be nine (9) months.
- The union shall receive confirmation from the employee's supervisor that a performance evaluation has taken place mid-way through the employee's probationary period.
- In the event that the normal probationary period is extended, the Employee and the Union shall be advised of the College's reasons, in writing.
- 11.04 Employees, upon successful completion of the probationary period, shall achieve permanent Employee status. This status shall be confirmed in writing with a copy to the Union.

# **ARTICLE 12 - TRIAL PERIOD**

When a permanent Employee accepts a position with a different classification, the Employee shall be placed on trial for a period of three (3) months. If required, the Employee's trial period may be extended up to an additional three (3) months providing the reasons for an extension are given in writing to the Employee. The College shall notify the Union in writing that the Employee's trial period has been extended. On successful completion of the trial period, the Employee shall be notified in writing with a copy to the Union confirming the transfer. In the event the applicant proves unsatisfactory in the position during the aforementioned trial period, or if the Employee finds themselves unable to perform the duties of the new position, the Employee shall be

returned to their former position or equivalent position at the previous wage or salary and without loss of seniority. Any other Employee transferred because of the rearrangement of positions shall also be returned to their former position, or equivalent position, at the previous wage or salary without loss of seniority.

#### **ARTICLE 13 - SENIORITY**

#### 13.01 <u>Definition of Seniority</u>

Seniority is defined as the length of service in the bargaining unit. Seniority shall operate on a bargaining unit-wide basis. Those Employees presently employed within the bargaining unit but hired with the Employer prior to certification, shall have their seniority effective from the original date of employment.

Employees within the Bargaining unit that are promoted to a position outside the bargaining unit and subsequently are recruited to a position within the bargaining unit, shall maintain their previous seniority.

# 13.02 <u>Seniority List</u>

The College shall maintain a seniority list showing the date upon which each Employee's service commenced. An up-to-date seniority list shall be sent to the Union quarterly.

# 13.03 <u>Effective Date of Seniority</u>

After completion of the probationary period, seniority shall be effective from the original date of employment.

# 13.04 <u>Loss of Seniority</u>

An Employee shall not lose seniority rights if absent from work because of sickness, accident, or leave of absence approved by the College.

An Employee shall only lose seniority in the event:

- a) An Employee is discharged for just cause and is not reinstated.
- b) An Employee resigns in writing and does not withdraw such resignation within two (2) days thereafter.

- c) An Employee is absent from work in excess of five (5) working days without sufficient cause or without notifying the College, unless such notice was not reasonably possible.
- d) An Employee is laid off for a period longer than one (1) year.

# 13.05 <u>Application of Seniority</u>

Seniority shall be the major factor used in determining preference or priority for transfers, demotions, lay-offs, and recall.

#### ARTICLE 14 - HOURS OF WORK AND REST BREAKS

#### 14.01 Hours of Work

Normal hours of work for full time Employees shall be thirty-five (35) hours per week and seven (7) hours per day. In addition, these hours shall, normally, be worked between 7:30 a.m. and 5:00 p.m. each day, and between Monday and Friday, inclusive.

All Employees shall be paid a premium of one dollar and ten cents (\$1.10) for every hour worked outside of normal working hours.

Split-shift shall only occur in emergency conditions and shall not be scheduled into the normal work pattern.

Existing Employees, who are on staff on the effective date of this collective agreement, and who are not presently working evenings, will not be required to move to evening positions without prior consent, except in emergency conditions.

Where the College requires an Employee to change their schedule and work outside of normal hours of work, the Employee will be provided thirty (30) calendar days of written notice, except in the case of an emergency.

#### 14.02 <u>Flex-Time</u>

Normal hours of work for those Employees working flex-time shall be no more than forty (40) hours per week or eight (8) hours per day. In addition, these hours shall normally be worked between 7:30 a.m. and

6:00 p.m. each day, and between Monday and Friday, inclusive. The hours of those working flex-time shall be scheduled on a six-month basis beginning July 1st and January 1st of each year. Normally, the total hours worked for each six month period shall be 910 hours. This schedule is to be determined, in advance of each six month period, by the Supervisor in consultation with the Employee. It is to be noted that a holiday, or other day not worked during the schedule, is to be counted as the equivalent of a seven hour working day for the purposes of calculating the total number of hours for the period.

# 14.03 <u>Meal Breaks</u>

Unpaid time off for a meal break will consist of not less than one-half (1/2) hour, nor more than one (1) hour daily, to be generally taken midway through the normal work period or at such other period as may be mutually agreed upon by the Supervisor and the Employee(s) affected.

#### 14.04 Rest Break

A paid rest break of one half hour in the morning or fifteen (15) minutes in the morning and fifteen (15) minutes in the afternoon shall be accorded to an Employee. Rest breaks shall be scheduled by the Supervisor in consultation with the Employee. (It is understood that rest breaks will not normally be used to leave early.)

Further, an Employee who works less than a full work day, shall be accorded rest breaks as follows:

- a) one fifteen (15) minute break for shifts less than five (5) hours;
- b) two fifteen (15) minute breaks for shifts five (5) hours or more.

#### ARTICLE 15 - OVERTIME

All overtime worked requires the prior written approval of the Day to Day Supervisor. All Employees, excepting those on flex-time, shall be compensated for all time worked beyond seven (7) hours per day and thirty-five (35) hours per week at 1.5 times hourly rate for the first two hours of overtime and double their hourly rate after that time. Those Employees on Flex-time shall be compensated for all time worked beyond eight (8) hours per day and forty (40) hours per week at 1.5

times their hourly rate for the first two hours and double their hourly rate after that time.

The Employer shall not give preference to casual Employees in the allocation of overtime. Overtime shall normally be first offered to the Employee filling the position that requires the overtime.

Employees who normally work less than thirty-five (35) hours over five (5) days, shall be compensated at 1.5 times their hourly rate for the first two hours and double their hourly rate after that time for work performed on a sixth or seventh day.

- On a holiday Employees shall be paid double their hourly rate, plus an additional day off with pay at a time mutually agreeable between the Employee and the College.
- An Employee may, by way of mutual agreement with the immediate Supervisor, take equivalent time off in lieu of payment for overtime worked. Such time off will normally be taken within four (4) months of the overtime occurring.
- Overtime shall be paid out if not taken as lieu time within ten (10) months of the overtime worked.

#### **ARTICLE 16 – HOLIDAYS**

16.01 a) The College recognizes that all Employees covered by this Agreement will have the following paid holidays:

New Year's Day
Good Friday
Canada Day
Civic Holiday in August
Christmas Day
Family Day

Victoria Day
Labour Day
Thanksgiving Day
Remembrance Day
Boxing Day

In addition to the foregoing, the College Staff covered by this Collective Agreement shall receive paid holidays between Boxing Day and New Year's Day.

b) In addition to the above holidays, any other day proclaimed as a holiday by the Federal, Provincial, or Municipal Government.

- c) In addition to the provisions of Article 16.01(a) Employees shall receive one-half (1/2) day paid holiday on Christmas Eve day when Christmas Eve day falls on a Monday through Friday.
- No Employee, covered by this Agreement, shall suffer a reduction from salary or wages as a result of the occurrence of any of the above named holidays provided that the Employee works their scheduled work day immediately prior to and following such holiday, except if the Employee is on authorized leave of absence or in case of illness covered by medical certificate.
- In the event the above-named holidays mentioned in 16.01(a) and 16.01(b) may fall on a Saturday or Sunday or on an Employee's regularly scheduled day off, then another day shall be observed as that holiday, such day off to be mutually agreed upon between the Employee and their Supervisor, and shall be taken not later than the end of the subsequent year's vacation.

#### ARTICLE 17 - VACATION

17.01 All vacation leaves require the prior written approval of the Administrative Supervisor.

The vacation year shall be from July 1st to June 30th and in determining vacation entitlement an Employee's service shall be calculated as at July 1st in each year.

Employees shall receive twenty (20) days vacation per year worked during the first five (5) years of employment and twenty (20) days plus one (1) additional day for each year worked beyond five (5) years to a maximum of thirty (30) days vacation.

# 17.03 <u>Vacation Pay on Termination</u>

An Employee terminating employment at any time in their vacation year, before having had their vacation, shall be entitled to a proportionate payment of salary or wages in lieu of such vacation earned under Article 17.02.

- 17.04 An Employee may, subject to Supervisory approval, carry over up to ten (10) days of their vacation entitlement from one vacation year to the next. Such a carryover shall not be permitted in two consecutive years.
- 17.05 When a term certain Employee achieves permanent status the Employer will recognize the Employee's prior service for vacation entitlement provided there is no break in service in excess of four months.
- 17.06 Employees within the bargaining unit that are promoted to a position outside the bargaining unit and subsequently are recruited to a position within the bargaining unit shall have their vacation based on their length of service in the college.
- 17.07 Normally, seniority will be the primary factor when determining department vacation schedules.
- 17.08 An Employee shall receive an unbroken period of vacation of no less than fifteen (15) days unless mutually agreed upon in writing between the Employee and the College with a copy to the Union.
- 17.09 Where an Employee on vacation:
  - a) verifies a period of hospitalization or
  - b) qualifies for Compassionate Leave

the period of vacation that has been displaced shall be added to the vacation period or reinstated for use at a later date.

#### ARTICLE 18 - LAY-OFFS AND RECALLS

# 18.01 <u>Definition of Lay-Off</u>

A lay-off is a reduction of the permanent workforce resulting from a lack of work or for economic reasons.

- In the event of a lay-off the College shall notify the Employee to be laid off or make payment in lieu of such notice with respect to the following schedule:
  - 12 months or less of employment one (1) month's pay
  - 13 48 months of employment two (2) months' pay
  - more than 49 months of employment 1/2 a month's pay for each full and partial year to a maximum of eight (8) months' pay
- 18.03 If the Employee notified of lay-off has greater than six (6) years of service, the Employee may forfeit their recall rights and choose payment in lieu of notice.
- The foregoing schedule shall not apply in the case of dismissal for just cause or for Employees who have not completed their probationary period. Employees on probation shall be given notice as per the provisions of the Alberta Employment Standards Code.

# 18.05 <u>Recall Rights</u>

- a) Laid-off Employees shall have the right to be recalled by seniority into a vacant permanent position based on their ability to perform the requirements of the position.
- b) An Employee will lose their recall rights if, after a lay-off, they fail to return to work within seven (7) calendar days following notification by registered mail to do so, unless failure to return to work is due to sickness or other just cause.
- c) It shall be the responsibility of the Employee to keep the College informed of their current address.
- d) A laid-off Employee recalled for casual work or a term-certain position shall not lose their recall rights for refusal to return to work.

- e) A laid-off Employee shall have recall rights for a period of one (1) year from the date of lay-off.
- In the event of lay-off, position abolishment, staff changes, or changes to the Employee's status and hours, the College will meet with the Union prior to any changes to discuss and explore alternatives. A concerted effort will be made to reach mutual agreement.

#### **ARTICLE 19 - JOB SECURITY**

- 19.01 The College agrees that in the event it becomes necessary to subcontract or let any of the work or services presently performed by an Employee covered by this Agreement, the College will:
  - a) Engage in meaningful consultation with the Union prior to the above action taking place.
  - b) Make every effort to absorb the Employee(s) affected into some other area of the College or assist the Employee in pursuit of a position elsewhere.

#### **ARTICLE 20 - TECHNOLOGICAL CHANGE**

- The College and Union agree that the introduction of new forms of technology into the workplace can be beneficial both for the College and for its Employees. It is understood that technological change includes the introduction of new software. The College agrees to:
  - a) Consult with the Union prior to the introduction of technological change to the workplace.
  - b) Involve the Union in planning the implementation of technological change to the workplace.
  - c) Provide training to the Employees on the use of new technology. If such training is provided outside of working hours, it shall be considered time worked. Training will also be provided for major software upgrades.

It is understood that new forms of technology may include but are not limited to:

- a) software
- b) hardware
- c) work methodology
- d) organizational structure changes

#### ARTICLE 21 - JOB CLASSIFICATION AND RECLASSIFICATION

# 21.01 <u>Position Descriptions</u>

The College agrees to draw up position descriptions for all positions for which the Union is bargaining agent. Upon request, the College shall supply position descriptions(s) to the Employee(s) and Union.

The College agrees to provide to each newly appointed Employee a position description for the position to which they are appointed. This position description to be enclosed with their letter of appointment to the College.

#### 21.02 No Elimination of Present Classification

Existing classifications shall not be eliminated without prior notification to the Union.

#### 21.03 <u>Change in Classification</u>

Where the duties of a position have changed or if an Employee believes he is improperly classified because the job duties of a position have changed, the Employee shall be entitled to a review of his classification by the Joint Classification Committee. The Employee shall send a written request for review and an updated job description to Human Resources with a copy to the Administrative Supervisor and the Union.

- a) The Committee will consider any issues or requests relevant to its function and will, where changes in salaries or classifications are involved, recommend the approval of such changes to the Executive Director of Human Resources.
- b) In situations where the Committee is evenly split in voting on issues before it, the existing status quo will remain.

- c) Should the Employee feel he has not received proper consideration in regard to a classification review, he may appeal to the Joint Classification Committee for further review of the matter.
- d) The Committee may make recommendations for interim classifications in situations where job changes could be temporary or are being made on trial basis.
- e) New ranges will be added to the schedule of classifications in Appendix 'A' if a job scores outside any of the existing ranges.
- Where an Employee's position is reclassified to a higher Level, they shall be placed at a Step which gives them at least a four percent (4%) salary increase.
- 21.05 The effective date of classification or reclassification, including appeals, shall be the date the new position was first filled by the Employee or the first day of the pay period in which the Employee's written request for review was received by Human Resources.

#### **ARTICLE 22 - LEAVE OF ABSENCE**

### 22.01 <u>Leave for Union Functions</u>

Representatives of the Union, after notifying their immediate supervisor, shall not suffer any loss of pay when required to leave their employment temporarily, during the day, in order to meet with representatives of the College with respect to grievance or the operation of the agreement. In the case of interest arbitration or rights arbitration, the maximum number of representatives of the Union that shall request a leave from their employment, shall be three (3) representatives.

Leave of absence without pay and without loss of seniority shall be granted, upon request to the College, to Employees elected, or appointed to represent the Union at Union Conventions, or to attend Executive Committee meetings of CUPE, or its affiliated or chartered bodies, provided such leaves of absence, if they involve more than one person, will not, in the opinion of the College, interfere with the schedule of work or place undue hardship on other Employees.

# 22.03 Leave for Full-Time Union Duties

An Employee who is elected or selected for a full-time position with the Union or any body with which the Union is affiliated, shall be granted leave of absence without pay and without loss of seniority for a period of one year. Such leave shall be renewed each year, on request, during their term of office. Such leave shall require at least one month's notice prior to commencement of leave and commencement with the College. Such Employee shall receive benefits as provided by the Collective Agreement, subject to the provisions of the contract with the benefit carrier(s). The Union shall reimburse the Employer for all benefit premiums during the period of absence.

# 22.04 <u>Workplace Leave</u>

An Employee requested by the College to carry out college duties, related to college extra-curricular programs, shall be provided necessary time off, without loss of regular earnings, to discharge such duties.

# 22.05 <u>Compassionate Leave</u>

An Employee shall be granted three (3) regularly scheduled work days leave, without loss of salary or wages, in the case of death or critical illness of a parent, spouse, sibling, child, in-law, fiancée or grandparent. Where burial occurs outside the province, such leave shall include two (2) additional days, without loss of salary or wages, to accommodate reasonable travel time. In recognition that compassionate leave is based on individual circumstances, the College may, upon request, grant additional compassionate leave with pay. Leave may be granted in the case of the death of other close relatives, but without pay, and for such period of time as in the discretion of the College may be deemed proper. Requests are to be made in writing to the Executive Director of Human Resources.

The College may, in its discretion, grant one (1) day leave of absence, without loss of salary, to an Employee to attend at a funeral as a pallbearer or mourner.

#### 22.07 Leave for Court Appearances

a) The Employer shall grant paid leave to Employees, other than Employees on leave without pay, who serve as jurors or witnesses

in a court action, provided such court action is not occasioned by the Employee's private affairs.

- b) In cases where an Employee's private affairs have occasioned a court appearance, such leave to attend at court shall be without pay.
- c) An Employee in receipt of regular earnings while serving at court shall remit to the Employer all moneys paid to them by the court, except travelling and meal allowances.

#### 22.08 Personal Leave

An Employee may be entitled to leave of absence without pay and loss of seniority for good and sufficient reason. Request for such leave must be made in writing to the Executive Director of Human Resources.

# 22.09 <u>Deferred Salary Leave</u>

- a) Subject to the approval of Administration that CUPE Union members may participate in a Deferred Salary Leave Plan, the College shall administer the plan in accordance to the plan document dated December 1986 and revised from time to time.
- b) The number of CUPE members approved by Administration to go on deferred salary leave in a given academic year shall be a maximum of ten percent (10%) of the total permanent full-time appointed CUPE members on staff at that time.
- c) Provisions of the Collective Agreement shall not apply during deferred salary leave, except that the member may choose their own costs to continue the health care insurance and other benefits that are applicable subject to the provisions of the contract(s) with the benefit carrier(s).
- d) The member granted deferred salary leave shall obtain a position upon their return. The period during which a person is on deferred salary leave shall not count towards their service time under the contract or towards their earning of an increment.

#### 22.10 Moving Leave

An Employee shall be entitled to one (1) day per year without loss of pay to move to a new place of residence.

# 22.11 Grandparent Leave

An Employee shall be entitled to one (1) day with pay to support their daughter or son on or following the birth of a grandchild.

#### **ARTICLE 23 - SICK LEAVE**

#### 23.01 <u>Casual Sickness</u>

- a) "Casual Sickness" means an illness which causes an Employee to be absent from duty for five (5) consecutive working days or less.
- b) Employees shall be entitled to twenty (20) days of short periods of sickness each fiscal year. Each day or portion of a day of casual sickness used within a fiscal year shall be deducted from the remaining sick leave entitlement for that year.
- c) Employee personal sick leave may be granted for the purpose of providing care of a parent, spouse, sibling, child, in-law, fiancée or grandparent who is ill, where arrangements or care cannot be provided by another family member.

#### 23.02 General Sickness and Short-Term Disability

- a) General sickness or short-term disability is defined as a sickness or disability which causes an Employee to be absent from service for six (6) or more working days. The College shall self-insure this benefit for a period of ninety (90) calendar days, after which the Employee may be eligible for coverage under the Long-Term Disability Plan pursuant to the terms of that Plan.
- b) Notwithstanding the above, an Employee is not eligible to receive sick leave benefits under this section if the absence is due to an intentional self-inflicted injury.

# 23.03 <u>Long-Term Disability</u>

a) The Employer will effect and maintain a Long-Term Disability Plan.

- b) Membership in the College administered Long-Term Disability Plan is a condition of employment for all Employees working greater than half-time.
- c) The Employee shall pay the total premium costs of providing benefits pursuant to Long-Term Disability insurance.

# 23.04 <u>Medical Certificate Requirement</u>

The College may, as a condition precedent to the operation of this Article, require a certificate from a duly qualified practitioner certifying that a member's absence was necessitated by illness if any such absence exceeds five (5) consecutive work days. The cost, if any, for this certificate shall be reimbursed to the employee by Human Resources.

# 23.05 <u>Appointments</u>

Employees requiring time off for the purpose of attending appointments, may either make up the scheduled time within five (5) working days or access their casual sickness leave in one-half (1/2) hour increments. These arrangements will be approved by the immediate Supervisor in consultation with the Employee.

#### **ARTICLE 24 - MATERNITY LEAVE**

Parental Leave for the purpose of this Article is in relation to the birth mother.

- 24.01 Maternity and Parental Leave shall be granted by the College, upon application to the Executive Director of Human Resources, to all Employees eligible under the provisions of the Alberta Employment Standards Code in effect at the time of application.
- Such leave shall be applied for, in writing, not less than three (3) months prior to the estimated confinement date.
- 24.03 a) A permanent Employee who has completed twelve (12) months of continuous employment shall be eligible for a combination of fifty-two (52) weeks of Maternity and Parental Leave. The leave may commence at any time during the twelve (12) weeks prior to the estimated date of delivery. Any changes to approved leaves will be in accordance with the provisions of the Alberta Employment Standards Code.

- b) During the period of the leave in which the Employee is medically unable to work, the College will provide Supplemental Unemployment Benefits (as per the SUB plan contained in Appendix 'B') and pay the College portion of benefit premiums, providing that the Employee submits a medical certificate acceptable to the College supporting the absence on medical grounds.
- An Employee on Maternity and Parental Leave shall continue to accrue seniority and shall be guaranteed their same position and rate of pay upon their return to the College.
- 24.05 If a medical certificate is required for the Employee to return from leave to regular employment, it will be at the expense of the College.
- Where a medical certificate is provided, stating that a longer period of leave is required due to complications related to pregnancy, the Executive Director of Human Resources shall extend the leave up to a maximum of eighteen (18) months.
- Whenever an Employee is absent for more than twelve (12) months on Maternity and Parental Leave and where the Executive Director of Human Resources has not extended the leave period, the Employee shall automatically be deemed to have terminated employment when the twelve (12) month period expires.
- 24.08 An Employee who wishes to return to work from Maternity and Parental Leave, or wishes to resign while on leave, shall provide the College one (1) month's written notice of such intention.
- An Employee may, subject to Supervisory approval, carry over up to one-half (1/2) of their outstanding vacation entitlement to be utilized following their return from Maternity and Parental Leave.

#### **ARTICLE 25 - ADOPTION LEAVE**

25.01 An Employee eligible under the Alberta Employment Standards Code will be granted an Adoption and/or Parental Leave consistent with the provisions of the Code upon written application to the Executive Director of Human Resources.

#### **ARTICLE 26 - WAGES AND CLASSIFICATIONS**

Salaries and wages for all Employees, or classification of Employees covered by this Agreement, shall be prescribed in Appendix "A" and Appendix "A -1" attached hereto.

#### **ARTICLE 27 - PAYMENT OF WAGES AND ALLOWANCES**

- Employees shall be paid twice a month, on or before the 10<sup>th</sup> and 25<sup>th</sup> day of the month.
- 27.02 All Employees shall automatically advance on the Salary Grid on each anniversary date at their current Classification Level.
- 27.03 Employees who leave the College for a period of four (4) months or less, will not suffer a reduction in pay upon their return to the same Classification Level.
- 27.04 If the College requests an Employee covered by the C.U.P.E. Collective Agreement to transfer to a lower paying position, that Employee shall not be required to take a salary reduction and further, they will be eligible for any future general salary increases negotiated.
- 27.05 When an Employee is required to use their automobile on College business, they shall be reimbursed in accordance with the College's Travel and Related Expenses Policy.
- 27.06 <u>Long Service Allowance</u>

Upon voluntary separation of employment, if an employee has twenty (20) or more years of service, the employee shall receive a one time payment of \$500.00 (five hundred dollars) in recognition of service to Red Deer College.

#### ARTICLE 28 - HEALTH BENEFITS, COMPENSATION AND PENSION PLAN

- 28.01 Eligible Employees will be entitled to health benefits named in this Article with no waiting period.
- The College will contribute seventy-five percent (75%) of the cost of premiums for Alberta Health Care Insurance Commission Plan, the

Supplementary Health Care Plan and a Dental Plan and seventy-five percent (75%) of the premium for Life Insurance and Accidental Death and Dismemberment on an amount equal to two times (2x) the Employee's annual salary.

An Employee who works full-time for eight (8) months or more, shall have the employer portion of their health benefits paid by the College, for the interim period between contracts, after they have completed two (2) consecutive terms of eight (8) months or more.

# 28.04 <u>Supplementation of Compensation Award</u>

If an Employee, including a Term Certain Employee, after six (6) months service, is prevented from performing their regular work with the College because of an occupational illness or accident that occurs in the course of their work for the College, and the illness or accident is recognized by the Worker's Compensation Board as compensable within the meaning of the Compensation Act, the College will, if the Employee executes an assignment to the College of all of the Employee's Worker's Compensation payments for loss of wages and tax allowance, continue to pay the Employee on the payroll of the College at one hundred per cent (100%) of their regular rate of pay until the earliest of the following:

- a) The Worker's Compensation Board certifies that the Employee is able to return to work, or
- b) The Worker's Compensation Board grants the Employee a permanent disability pension as a result of the Employee not being able to return work, or
- c) The Employee reaches the age of sixty-five (65) years, or
- d) The Employee is eligible for an unreduced Local Authorities Pension.

The amount of supplementation will first be a charge against the Employee's unused portion of accumulated sick leave, however, the supplementation will continue after the Employee's accumulated sick leave has expired.

#### 28.05 <u>Pension Plan</u>

Participation in the Local Authorities Pension Plan (LAPP) is a condition of employment for all full time Employees.

Permanent part-time Employees shall have the option of joining the LAPP provided the Employee works at least 17 ½ hours per week.

#### **ARTICLE 29 – TUITION**

- 29.01 An Employee and his children, parents, and spouse shall be entitled to enroll in College sponsored credit courses without payment of tuition fees, subject to the following conditions:
  - a) the Employee is a permanent Employee who works twenty (20) hours or more per week, or
  - b) the Employee is a term certain Employee who works twenty (20) hours or more per week for six (6) months or more;
  - c) a maximum of three (3) Course Waivers of three (3) credits each in any one calendar year;
  - d) the maximum Course Waiver shall be one (1) per term;
  - e) the eligible person shall be responsible for all costs of supplies, materials or other direct costs, if any, that are required for the Course.
- 29.02 It is understood that personal development and career enhancement courses can be accessed through application to the Staff Development Fund in accordance with the Standard Practice.

#### **ARTICLE 30 - PARKING**

The same regulations governing parking facilities that apply to the other College staff members will apply to Employees covered by this Agreement.

# ARTICLE 31 - PRO-RATING FOR PERMANENT PART-TIME AND TERM-CERTAIN EMPLOYEES

- Permanent part-time and term-certain Employees shall be entitled to the terms and conditions of this Collective Agreement; however,
  - a) Article 17 Vacation
    - pro-rated on hours worked for permanent part-time Employees who work less than the total number of hours per year of a fulltime Employee.
    - 8% vacation pay for term-certain Employees and those permanent part-time Employees who work less than the total number of months per year.
  - b) Article 23 Sick Leave
    - pro-rated based on hours worked
  - c) Article 28 Health Benefits, Compensation and Pension Plan
    - does not apply to part-time Employees working less than 17  $\frac{1}{2}$  hours per week
    - does not apply to term-certain working a less than six (6) month contract
  - NOTE: The availability of medical benefits for part-time Employees shall be subject to the contract between the College and the carrier of such benefits with regards to the inclusion of part-time and term-certain Employees for coverage of medical benefits.
  - d) Article 29 Tuition
    - does not apply to part-time Employees working less than 20 hours per wæk
    - does not apply to term-certain Employees working a less than six
       (6) month contract.

#### **ARTICLE 32 - SEASONAL EMPLOYEES**

The following provisions of the collective agreement apply to Seasonal Employees:

Article 1 Terms of Agreement

Article 2 Retroactivity

Article 3 No Discrimination

Article 4 Union Recognition and Security

Article 5 Management Rights

Article 6 Representation and Committees Article 7 Grievance Procedure Article 8 Personnel Files Article 9 Employee Categories and Definitions Article 10 Postings, Appointments, Promotions and Transfers Article 20 Technological Change Article 21 Job Classification and Reclassification 32.02 The following provisions of the collective agreement do not apply to Seasonal Employees: Article 11 Probationary Period Article 12 Trial Period Article 13 Seniority Article 18 Layoffs and Recalls Article 19 Job Security Article 24 Maternity Leave Article 25 Adoption Leave Article 29 Tuition Article 30 Parking Article 31 Pro-Rating for Permanent Part-Time and Term-Certain **Employees** Article 33 Student Practicum Non-Paid Work Experience 32.03 The following provisions of the collective agreement are amended in this Article to cover Seasonal Employees: Article 14 Hours of Work and Rest Breaks Article 15 Overtime Article 16 Holidays Article 17 Vacation Article 22 Leave of Absence Article 23 Sick Leave Article 26 Wages and Classifications Article 27 Payment of Wages and Allowances Article 28 Health Benefits, Compensation and Pension Plan 32.04 Seasonal Employees shall receive a letter of employment which will include the Employee's classification, title, rate of pay, term of employment and Union affiliation. The Union will be copied on the above information.

**Hours of Work and Rest Breaks** 

32.05

- a) Normal hours of work for Seasonal Employees shall be less than thirty-five (35) hours per week and seven (7) hours per day.
- b) Split-shift shall only occur in emergency conditions and shall not be scheduled into the normal work pattern.
- c) Seasonal Employees scheduled to work more than four (4) continuous hours will be given unpaid time off for a meal break which will consist of not less than one-half (1/2) hour, nor more than two (2) hours, to be generally taken midway through the work period or at such other period as may be mutually agreed upon by the Supervisor and the Employee(s) affected.
- d) Seasonal Employees scheduled to work three (3) hours or more shall be entitled to one paid rest break of fifteen (15) minutes for each three (3) consecutive hours of work.
- e) Seasonal Employees who are hired as Computer Lab Monitors shall be entitled to rest breaks as follows:
  - i) monitors who work less than five (5) hours per shift shall be given one rest break of fifteen (15) minutes;
  - ii) monitors who work five (5) hours or more per shift shall be given two rest breaks of fifteen (15) minutes;
  - iii) rest breaks will be paid breaks and they may be taken at the work station.

#### 32.06 Overtime

All overtime worked requires the prior written approval of the Day to Day Supervisor. Seasonal Employees shall be compensated for all time worked beyond seven (7) hours per day and thirty-five (35) hours per week at one and one-half (1  $\frac{1}{2}$ ) their hourly rate.

- a) Employees who normally work less than thirty-five (35) hours over five (5) days, shall be compensated at 1.5 times their hourly rate for the first two hours and double their hourly rate after that time for work performed on a sixth or seventh day.
- b) On a holiday a Seasonal Employee scheduled to work will be compensated at 1.5 times their hourly rate for all hours worked.

# 32.07 <u>Holidays</u>

- Seasonal Employees will be entitled to the provisions of Article 16 of the collective agreement provided their regular shifted hours fall on the holiday.
- b) In the event that the holiday falls on a Seasonal Employee's regularly scheduled day off the Employee shall not be entitled to compensation.

# 32.08 <u>Vacation</u>

Seasonal Employees shall be entitled to 8% Vacation Pay.

#### 32.09 <u>Leave of Absence</u>

Compassionate Leave

- a) A Seasonal Employee shall be granted three (3) regularly scheduled work days leave, without loss of salary or wages, in the case of death or critical illness of a parent, spouse, sibling, child, in-law, fiancée or grandparent. Where burial occurs outside the province, such leave shall include two (2) additional days, without loss of salary or wages, to accommodate reasonable travel time. In recognition that compassionate leave is based on individual circumstances, the College may, upon request grant additional compassionate leave with pay. Leave may be granted in the case of the death of other close relatives, but without pay, and for such period of time as in the discretion of the College may be deemed proper. Requests are to be made in writing to the Executive Director of Human Resources.
- b) The College may, in its discretion, grant one (1) day leave of absence, without loss of salary, to an Employee to attend at a funeral as a pallbearer or mourner.

#### 32.10 Sick Leave

Seasonal Employees shall be entitled to Sick Leave pro-rated based on hours worked.

#### 32.11 <u>Wages and Classifications</u>

Salaries and wages for all Seasonal Employees shall be prescribed in Appendix "A" attached hereto.

# 32.12 <u>Payment of Wages and Allowances</u>

Employees shall be paid twice a month, on or before the  $10^{th}$  and  $25^{th}$  day of the month.

#### 32.13 <u>Health Benefits and Compensation</u>

- a) The availability of medical benefits for Seasonal Employees shall be subject to the contract between the College and the carrier of such benefits with regards to the inclusion of Seasonal Employees for coverage of medical benefits.
- b) Article 28 does not apply to Seasonal Employees working a less than six (6) month contract.

#### ARTICLE 33 - STUDENT PRACTICUM NON-PAID WORK EXPERIENCE

- 33.01 Red Deer College may provide non-paid work experience for practicum students, office expertise students, and job shadowing students, provided the hours of work do not exceed 140 hours for practicum students, 20 hours for office expertise students, and one day for job-shadowing students, and provided that the College informs CUPE of such placements.
- No positions will be abolished nor will any bargaining unit Employee be displaced or suffer a loss of hours of work and/or pay and benefits due to the placement of practicum/office expertise or job-shadowing students.

SIGNED ON BEHALF OF RED DEER COLLEGE	SIGNED ON BEHALF OF CUPE LOCAL 1445

Date	Date

/Imcd/opeiu 491

# APPENDIX "A" Salary Scale

JULY 1, 2003 – JUNE 30, 2004

Level	Step	Step	Step	Step	Step
	1	2	3	4	5
0	17,333	18,027	18,749	19,499	20,280
	9.52	9.90	10.30	10.71	11.14
1	19,587	20,370	21,186	22,033	22,914
	10.76	11.19	11.64	12.11	12.59
2	22,114	22,999	23,919	24,875	25,870
	12.15	12.64	13.14	13.67	14.21
3	24,967	25,966	27,005	28,084	29,207
	13.72	14.27	14.84	15.43	16.05
4	26,060	27,103	28,187	29,314	30,488
	14.32	14.89	15.49	16.11	16.75
5	29,422	30,599	31,822	33,097	34,420
	16.17	16.81	17.48	18.19	18.91
6	33,219	34,547	35,929	37,366	38,862
	18.25	18.98	19.74	20.53	21.35
7	37,503	39,004	40,565	42,188	43,873
	20.61	21.43	22.29	23.18	24.11
8	42,340	44,036	45,796	47,628	49,533
	23.26	24.20	25.16	26.17	27.22
9	47,804	49,715	51,704	53,773	55,924
	26.27	27.32	28.41	29.55	30.73
10	53,971	56,130	58,375	60,710	63,137
	29.65	30.84	32.07	33.36	34.69
11	60,932	63,370	65,905	68,542	71,282
	33.48	34.82	36.21	37.66	39.17

# APPENDIX "A" Salary Scale

JULY 1, 2004 – JUNE 30, 2005

Level	Step	Step	Step	Step	Step
	1	2	3	4	5
0	18,009	18,730	19,480	20,259	21,071
	9.90	10.29	10.70	11.13	11.58
1	20,351	21,164	22,012	22,892	23,808
	11.18	11.63	12.09	12.58	13.08
2	22,976	23,896	24,852	25,845	26,879
	12.62	13.13	13.65	14.20	14.77
3	25,941	26,979	28,058	29,179	30,346
	14.25	14.82	15.42	16.03	16.67
4	27,076	28,160	29,286	30,457	31,677
	14.88	15.47	16.09	16.73	17.40
5	30,569	31,792	33,063	34,388	35,762
	16.80	17.47	18.17	18.89	19.65
6	34,515	35,894	37,330	38,823	40,378
	18.96	19.72	20.51	21.33	22.19
7	38,966	40,525	42,147	43,833	45,584
	21.41	22.27	23.16	24.08	25.05
8	43,991	45,753	47,582	49,485	51,465
	24.17	25.14	26.14	27.19	28.28
9	49,668	51,654	53,720	55,870	58,105
	27.29	28.38	29.52	30.70	31.93
10	56,076	58,319	60,652	63,078	65,599
	30.81	32.04	33.33	34.66	36.04
11	63,308	65,841	68,475	71,215	74,062
	34.78	36.18	37.62	39.13	40.69

# APPENDIX "A" Salary Scale

JULY 1, 2005 – JUNE 30, 2006

Level	Step	Step	Step	Step	Step
	1	2	3	4	5
0	18,711	19,460	20,240	21,049	21,893
	10.28	10.69	11.12	11.56	12.03
1	21,145	21,989	22,870	23,785	24,737
	11.62	12.08	12.57	13.07	13.59
2	23,872	24,828	25,821	26,853	27,927
	13.12	13.64	14.19	14.75	15.34
3	26,953	28,031	29,152	30,317	31,529
	14.81	15.40	16.02	16.66	17.32
4	28,132	29,258	30,428	31,645	32,912
	15.46	16.08	16.72	17.39	18.08
5	31,761	33,032	34,352	35,729	37,157
	17.45	18.15	18.87	19.63	20.42
6	35,861	37,294	38,786	40,337	41,953
	19.70	20.49	21.31	22.16	23.05
7	40,486	42,105	43,791	45,542	47,362
	22.25	23.13	24.06	25.02	26.02
8	45,707	47,537	49,438	51,415	53,472
	25.11	26.12	27.16	28.25	29.38
9	51,605	53,669	55,815	58,049	60,371
	28.35	29.49	30.67	31.90	33.17
10	58,263	60,593	63,017	65,538	68,157
	32.01	33.29	34.62	36.01	37.45
11	65,777	68,409	71,146	73,992	76,950
	36.14	37.59	39.09	40.65	42.28

# APPENDIX "A-1" Schedule of Classifications

Pay Grade	<u>Po</u> Min	<u>oints</u> Max	Job Title
0	499	549	Library Assistant (Seasonal) Office Assistant Student Feedback Assistant (Seasonal)
I	550	605	Bookstore Assistant Monitor (Seasonal) Office Assistant Program Assistant Switchboard Receptionist Telephone Interviewer (Seasonal)
II	606	666	Administrative Assistant Audio Visual Assistant Bookstore Assistant Exam Invigilator (Seasonal) Library Assistant (Seasonal) Office Assistant Research Assistant Residence Assistant
III	667	732	Administrative Assistant Library Assistant Switchboard Receptionist
IV	733	805	Accounting Assistant Administrative Assistant Administrative Officer Audio Visual Assistant Library Assistant Program Assistant Records Management Assistant Residence Assistant Student Services Assistant Switchboard Receptionist Telephone Interviewer (Seasonal)
V	806	886	Accounting Assistant Administrative Assistant Administrative Officer Bookstore Assistant Library Assistant

Program Assistant Research Assistant Student Services Assistant

Pay Grade	Poi <u>Min</u>	nts <u>Max</u>	Job Title
VI	887	975	Accounting Assistant Administrative Assistant Administrative Officer Bookstore Assistant Program Assistant Research Assistant Student Services Assistant
VII	976	1072	Accounting Assistant Administrative Assistant Administrative Officer
VIII	1073	1179	Accounting Assistant Administrative Assistant Administrative Officer Audio Visual Technician
IX	1180	1296 Student Service	Library Assistant ses Officer
Χ	1297	1425	
ΧI	1426	1566	

June, 2003

#### APPENDIX "B"

# Supplemental Unemployment Benefit (Sub) Plan

- A. All Red Deer College Employees who have been employed by the College for a continuous period of at least twelve (12) months are covered by the plan.
- B. The plan is to supplement the unemployment insurance benefits received by eligible Employees for temporary unemployment caused by health related reasons during pregnancy and the immediate post-pregnancy period.
- C. (1) Employees must prove that they have applied for, and are in receipt of, unemployment insurance benefits under the plan.
  - (2) SUB is payable for a period during which an Employee is not in receipt of UI if the only reason for non-receipt is that the claimant is serving the two week UI waiting period.
- D. (1) The benefit level paid under this plan is set at 95% of the Employee's regular weekly earnings.
  - (2) The combined weekly rate of the UI benefit and SUB payments will not exceed 95% of Employees' normal weekly earnings.
- E. This SUB benefit will be paid for a maximum of fifteen (15) weeks.
- F. (1) The plan is financed by Red Deer College's general revenues.
  - (2) SUB payment information and records will be kept separate from payroll records.
- G. Red Deer College will inform the Canada Employment & Immigration Commission in writing of any changes to the plan within thirty (30) days of the effective date of the change.
- H. Employees do not have a right to SUB payments except for supplementation of UI benefits for the unemployment period as specified in the plan.
- I. Payments in respect of a guaranteed annual remuneration or in respect of defined remuneration or severance pay benefits will not be reduced or increased by payments received under the plan.

Dated October 30, 1992 Revised June 20, 2003

#### **APPENDIX "C"**

# Re: Letters of Understanding

Letters of Understanding will be provided between the parties under the following circumstances:

#### When it is agreed

- to modify/amend the collective agreement
- to add, create or delete new provisions/clauses in the collective agreement

To define the terms and conditions when

- an Employee has been granted a leave of absence for a defined period of time to work in an out-of-scope position
- an Employee participates in job sharing arrangements
- a permanent Employee takes a term-certain position for a defined period of time
- an Employee works from home
- the Employer's duty to accommodate necessitates temporary reassignment as part of a modified work or alternate work plan

For the College	For the Union	
		-
		_
Date	Date	

#### APPENDIX "D"

Re: Combined Hours of Work

Where a permanent or term certain Employee applies for and accepts a Seasonal position which would cause the Employee's combined hours of work to exceed thirty-five (35) hours per week, the Employee may work up to forty-four (44) hours per week without incurring overtime.

For the College	For the Union
Date	Date

/Imcd/opeiu 491

# **APPENDIX "E"**

**Re: Effective Communication** 

The parties agree that effective communication is important to maintain a healthy working relationship. Both parties will be diligent in meeting the need to communicate regarding matters of mutual interest. Either party may initiate meetings.

For the College	For the Union
Date	Date

/Imcd/opeiu 491