



# Collective Agreement

between

Red Deer College

and the

Alberta Union of Provincial  
Employees

Local 071 Chapter 014

July 1, 2017 - June 30, 2020

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## **PREAMBLE**

The purpose and object of this Collective Agreement is:

- (a) To maintain a harmonious and cooperative relationship between the College, the Union and the Employees (also known as Union Members),
- (b) To provide a method of resolving issues of mutual concern in a manner that is fair, reasonable and consistent,
- (c) To stipulate wages and working conditions for the Employees,
- (d) To promote the mutual interests of the College, the Union and the Employees,
- (e) To promote the quality of work life, health and wellness as an integral part of the learner focused service culture, and
- (f) To promote an environment of diversity, exploration, transparency and dialogue in our service to students.

Where so required in this Collective Agreement:

- (a) Words importing the singular shall be deemed to include the plural.

The Parties agree that in the absence of any specific language in the Collective Agreement, Red Deer College Policies shall provide the Terms and Conditions for Employees. Further, the Parties understand and agree that should any language outlined in the Collective Agreement or College Policies come into conflict with Legislation, Legislation shall prevail.

## **ARTICLE 1: TERM OF AGREEMENT**

- 1.01 This Collective Agreement shall be binding and remain in effect from July 1, 2017 to June 30, 2020.
- 1.02 During the life of this Collective Agreement, changes shall be made only with the mutual consent of the College and the Union. Any changes to the Agreement made during the term of the Agreement shall be effective from the date of such change or as otherwise mutually agreed to by the College and the Union.
- 1.03 If for any reason a new Collective Agreement is not negotiated prior to the expiration date of this Agreement, this Collective Agreement shall remain in full force and effect until such time as a new Collective Agreement is concluded.

## **ARTICLE 2: DEFINITIONS**

- 2.01 Definitions:
- (a) "Anniversary Date" occurs annually on the date the Employee commenced in a classification level.
  - (b) "Bargaining Unit" means Local 071, Chapter 014 (Certificate #E84-2011) of the Alberta Union of Provincial Employees.
  - (c) "Call Back" means a period of time, outside of the Employee's regularly scheduled work hours, during which the Employee is recalled to their place of work for a specific work assignment.
  - (d) "Chief Human Resources Officer" means the Head of the Human Resources function of Red Deer College.
  - (e) "College" means Red Deer College.
  - (f) "Employee" means an individual employed by the College and covered by the terms and conditions of this Collective Agreement and who is employed in one of the categories described in Article 3: Application of Agreement and Employee Categories.
  - (g) "Fiscal Year" means Red Deer College's fiscal year, which runs from July 1<sup>st</sup> to June 30<sup>th</sup>.
  - (h) "Human Resources" means the Human Resources Department of Red Deer College.
  - (i) "Permanent Position" means a position where the duties are of a continuing nature of indefinite extent.

- (j) "Personnel File" means the official personnel file held in Human Resources.
- (k) "Senior Leadership" shall include those individuals designated by the College as members of the Senior Administrative Team.
- (l) "Service Date" means the date the Employee commences employment at the College.
- (m) "Spouse" means husband, wife, and common-law partner of the opposite or same gender.
- (n) "Term-Certain Position" means a position established with a definite end date.
- (o) "Union" means Alberta Union of Provincial Employees.
- (p) "Union Representative" means a person who is not an Employee of the Employer and who is authorized by the Union to conduct business with the Employer or provide labour relations representation to members of the Union.
- (q) "Union Steward" means an Employee in the bargaining unit who has completed the required AUPE courses and training necessary to be registered by the Union to provide labour relations representation to Members of the Union.
- (r) "Work Day" means the daily hours of work, normally between 6:00 AM and 12:00 AM (midnight).

**ARTICLE 3: APPLICATION OF AGREEMENT AND EMPLOYEE CATEGORIES**

3.01 This Collective Agreement applies to all Employees represented by the Union on the following basis:

- (a) "Full-Time Permanent Employee" means individuals employed in permanent positions and whose hours of work are as specified in Article 24.

Full-Time Permanent Employees shall receive all terms and conditions of this Collective Agreement.

- (b) "Part-Time Permanent Employee" means individuals employed in permanent positions:

- whose hours of work are less than those specified in Article 24, or



- whose working period during the fiscal year is less than twelve (12) months in length.
- (1) Provided they do not have a break in service in excess of four (4) months, Part-Time Permanent Employees working nine hundred and ten (910) hours per year or more, shall receive all terms and conditions of this Collective Agreement, with the following exceptions:
    - (i) Article 38 (Vacation) shall be prorated based on hours worked over the course of the College fiscal year.
  - (2) Part-Time Permanent Employees working less than twelve (12) months per year, shall have the Employer portion of their health benefits (Article 39 Benefits) paid by the College for the interim period between terms of employment. Additionally, the Employee will be required to pay the Employee portion of their health benefits for this same period.
    - (i) Article 41 (Leave) shall be prorated based on hours worked over the course of the College fiscal year.
  - (3) Part-Time Permanent Employees working less than nine hundred and ten (910) hours per year or who have a break in service in excess of four (4) months shall receive all terms and conditions of this Collective Agreement, with the following exceptions:
    - (i) Article 37 (General Holidays), Article 38 (Vacation) and Article 39 (Benefits) do not apply. Instead, the Employee shall receive fifteen percent (15%) in addition to their regular rate of pay in lieu of general holidays, vacation and benefits.
    - (ii) Article 41 (Leave) shall be prorated based on hours worked.
    - (iii) Article 48 (Tuition Waiver) does not apply.
- (c) “Term-Certain Employee” means individuals employed
- in Term-Certain positions the duration of which is greater than four (4) months, or
  - to cover the duties of an absent Full-Time Permanent Employee or Part-Time Permanent Employee whose absence is greater than four (4) months in duration.

- (1) Article 37 (General Holidays), Article 38 (Vacation) and Article 39 (Benefits) do not apply. Instead, the Employee shall receive fifteen percent (15%) in addition to their regular rate of pay in lieu of general holidays, vacation and benefits.
  - (2) Article 41 (Leave) shall be prorated based on hours worked except the following clauses, which do not apply:
    - (i) Clause 41.10 (Job Share)
    - (ii) Clause 41.12 (Education Leave)
  - (3) Article 48 (Tuition Waiver) does not apply in the case of a Term-Certain Employee working less than 910 hours per year.
- (d) “Casual Employees” are those who
- work on a call-in basis and do not have regularly scheduled hours, or
  - are regularly scheduled for a period of four (4) months or less for a specific job, or
  - relieve for absences the duration of which is four (4) months or less.

Casual Employees shall receive all terms and conditions of this Collective Agreement, with the following exceptions:

- (1) Article 37 (General Holidays), Article 38 (Vacation) and Article 39 (Benefits) do not apply. Instead, the casual Employee shall receive fifteen percent (15%) in addition to their regular rate of pay in lieu of general holidays, vacation and benefits.

The following provisions of the Collective Agreement do not apply to casual Employees:

- Conversion to permanent position as per Article 18
- Postings and Appointments as per Article 19
- Probationary Period as per Article 20
- Acting Appointment and Responsibility Pay as per Article 23
- Flexible Work Schedule as per Article 25
- Contracting Out as per Article 33
- Layoff and Recall as per Article 35
- Vacation as per Article 38
- Benefits as per Article 39
- Leave as per Article 41
- Deferred Salary Leave as per Article 42

- Professional Development as per Article 43
- Attendance at Courses, Seminars and Conferences as per Article 44
- Tuition Waiver as per Article 48

**ARTICLE 4: COPIES OF COLLECTIVE AGREEMENT**

- 4.01 The College shall provide and/or make available electronic copies of this Collective Agreement to all Employees. Executive members of the Union shall receive a printed copy of this Collective Agreement at no charge.

**ARTICLE 5: RETROACTIVITY**

- 5.01 Except as noted in Clause 5.02, all changes in the new Collective Agreement shall take effect on the date as agreed to by the Parties following notification of ratification of each of the Parties.
- 5.02 The following provisions of this Collective Agreement shall be adjusted retroactively to the commencement date of this Collective Agreement, unless otherwise agreed between the College and the Union:
- (a) Clause 22.01 (Salaries).

**ARTICLE 6: LEGISLATION AND THE COLLECTIVE AGREEMENT**

- 6.01 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.
- 6.02 Where a difference arises out of the provisions contained in an Article of the Collective Agreement, and the subject matter is also covered in Employer regulations, guidelines or directives, the Collective Agreement shall supersede the regulation, guideline or directive.

**ARTICLE 7: COLLECTIVE BARGAINING**

- 7.01 Collective Bargaining shall be governed by the provisions of the *Public Service Employee Relations Act* (PSERA).
- 7.02 Each party to this Collective Agreement shall appoint a Negotiating Committee for the purpose of collective bargaining.

- (a) The Union appointments shall consist of not less than three (3) and not more than four (4) members of AUPE Local 071/014, plus one (1) Union Representative assigned by the Union;
- (b) The College appointments shall consist of not less than two (2) and not more than four (4) members of College Administration, plus one (1) additional advisory consultant selected by the College.

7.03 At no time shall either party have more than the above listed five (5) committee members present at the bargaining table except by mutual consent.

7.04 Every effort will be made to schedule negotiation meetings between the College and the Union during working hours.

**ARTICLE 8: RESPECT IN THE WORKPLACE**

8.01 The Parties recognize the value of informal discussion between Employees and their supervisors, and between the Union and the Employer, with the intent that problems and concerns be resolved without recourse to formal complaint.

8.02 The College and the Union agree that there shall be no discrimination, interference, restriction, or coercion exercised or practiced 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 race, political beliefs, religious beliefs, colour, gender, gender identity, gender expression, physical disability, mental disability, age, ancestry, place of origin, sexual orientation, marital status, source of income, family status, or any other provision covered by the *Alberta Human Rights Act*, nor by reason of membership or activity in the Union.

8.03 Clause 8.02 shall not apply with respect to a refusal, limitation, specification or preference based on a bona fide occupational requirement.

8.04 Discrimination, including harassment and bullying, takes place when a person acts in a manner that is directed at and offensive to another person or persons in the workplace and that the individual ought to reasonably have known to be inappropriate and/or unwelcome and to have the effect of creating an unfair, unreasonable or unsafe environment.

Discrimination, including harassment and bullying, does not include an action occasioned through the exercise, in good faith, of the Employer's managerial/supervisory rights and responsibilities.

8.05 The parties agree to cooperate in ensuring that Employees are able to work in an environment free from discrimination, harassment, bullying and violence.

- 8.06 When an Employee submits a complaint of discrimination, harassment or bullying, the Employer shall conduct an investigation in accordance with policy and Employees are required to cooperate with the investigation. All complaints will be dealt with promptly and in a confidential manner. To the extent possible investigations will be concluded within ninety (90) days from the date of the complaint.
- 8.07 The Employer's investigation process will not limit an Employee's right to seek redress through any other available procedure including:
- (a) Grievance procedure; and/or
  - (b) Alberta Human Rights Commission.

#### **ARTICLE 9: MANAGEMENT RIGHTS**

- 9.01 The Union recognizes that the College has the sole and exclusive right, except as otherwise specifically limited by the provisions of this Collective Agreement, to determine all matters pertaining to the conduct of its management of Red Deer College, its affairs, and the direction of the College's work force.

#### **ARTICLE 10: UNION RECOGNITION**

- 10.01 (a) The College recognizes the Union as the sole and exclusive bargaining agent for all Employees whose bargaining rights are granted under Certificate #E-84-2011, issued by the Alberta Labour Relations Board on May 26, 2011, and as amended from time to time.
- (b) Bargaining Unit work shall only be performed by Bargaining Unit Employees except for training/instruction, in an emergency, or as outlined in 17.01 (a).
- 10.02 Union Dues
- (a) The College agrees to deduct from the wages of each Employee, as a condition of employment, once each pay period, an amount equivalent to one half (1/2) of the normal monthly Union dues.
- (b) Such Union dues deductions shall be forwarded to the Treasurer of the Union, together with a list of Employees from whom the deductions have been made, not later than fifteen (15) calendar days after the last day of each month. Where an accounting adjustment is necessary to correct an over or under payment of dues, it shall be effected in the succeeding month.

- (c) The deductions remitted shall be accompanied by particulars identifying each Employee, showing seniority date, classification, amount of Union dues deducted, name, phone number, personal e-mail address and last known mailing address where the Employer collects this information through the normal course of business and it is readily available in the employment database. The Employer will also provide, on a monthly basis, a list of the names and last known addresses of Employees currently receiving Long Term Disability benefits.
- (d) The Union shall advise the College, in writing, thirty (30) days before changes are to take effect for the establishment of, or change in, membership dues structure and/or amounts.

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

#### **ARTICLE 11: UNION REPRESENTATION**

11.01 Only representatives authorized by the Union shall represent the Union at meetings with the College.

- (a) In order that this may be carried out, the Union Representative will supply the College with a current list of Executive Officers of the Chapter, Negotiations Committee members and Union Stewards.
- (b) Similarly, the College will supply the Union Representative with a current list of its Senior Leadership. As necessary or upon request, the College will supply, within two (2) working days, the Union Representative with a list of other personnel the Union may be required to deal with regarding matters related to this Collective Agreement.

11.02 No individual Employee, or group of Employees, shall undertake to represent the Union at meetings with the College without proper authorization of the Union.

11.03 The Employer shall not recognize any Employee or group of Employees as representing the Union, nor shall the Employer enter into any separate agreement(s) with an Employee, a group of Employees or a Union Steward which compromises the terms or conditions of employment contained in this Agreement without the prior written approval of the President of the Union.

**ARTICLE 12: EMPLOYEE-MANAGEMENT ADVISORY COMMITTEE**

- 12.01 For the purpose of resolving difficulties and for promotion of harmonious relationships, discussions concerning matters of mutual concern shall take place between designated representatives of the Union and designated representatives of the College, at the request of either party.
- (a) Such representatives shall be limited to three (3) members of the College and three (3) members of the Bargaining Unit. The Union Membership Services Officer shall be allowed to attend such meetings. An Employee shall not suffer any loss of pay for attending Employee-Management Advisory Committee meeting(s).
  - (b) Arrangements for such meetings shall be made through the Chief Human Resources Officer or designate.
  - (c) The Employee-Management Advisory Committee will create a Terms of Reference that defines the scope of the committee and its authority to make recommendations to the Bargaining Unit and the Employer.
- 12.03 The Employee-Management Advisory Committee shall not have jurisdiction over any matter contained in the Collective Agreement, including its administration or negotiation.
- 12.04 Minutes of each meeting will be kept. The minutes shall be subject to the approval of both parties and, upon approval by the parties, the approved minutes shall be posted on the Union bulletin board.

**ARTICLE 13: UNION BUSINESS**

- 13.01 The Chapter Chair (or designate) shall be provided with paid time off to conduct Union business at Red Deer College campuses.
- The College will pay an amount equal to seven (7) hours per month.
- 13.02 Time off with pay shall be provided to:
- (a) Union officers and designated representatives (not to exceed three (3) in number) for time spent meeting with representatives of the College.
  - (b) Union stewards for a reasonable amount of time spent discussing a grievance or possible grievance with a grievor. Stewards must inform their supervisor and the supervisor must approve their time away from work to deal with said grievor.
  - (c) The grievor and Union steward for time spent discussing grievances with representatives of the College.

- (d) Chapter members appointed to represent the Chapter on a Committee as per Article 14 of this Collective Agreement or where the College requests representatives.
- (e) Members of the Union Negotiating Committee which shall consist of not less than three (3) and not more than four (4) members of AUPE Local 071/014 plus one (1) Union Representative during negotiation meetings and preparation meetings.
- (f) Time off may be granted for other union activities. Such requests will not be unreasonably denied and must be confirmed by AUPE.
- (g) Approval for time off is subject to the operational requirements of the College, and requires the prior approval of the supervisor or designate. Such time off shall not be unreasonably denied.
- (h) To facilitate the administration of Clause 13.02(e) and (f), the College will grant the leave of absence with pay and invoice the Union for the Employee's salary and applicable benefits and allowances, or the replacement salary costs, whichever is greater. The College shall bill the Union within thirty (30) calendar days of leave of absence and the Union shall make payment within thirty (30) calendar days of the date of receipt of the invoice.

13.03 Union members taking time off with pay for Union business, as outlined in this Article, shall provide their supervisor with as much advance notice as possible.

#### **ARTICLE 14: CONSTITUENCY BASED COMMITTEES**

14.01 The Union shall have equal representation on all constituency based joint College/Union Committees.

#### **ARTICLE 15: PERSONNEL FILES**

15.01 Upon request, access to an Employee's personnel file shall be provided to the Employee or the Employee's authorized representative. Employees have the right to make copies of material contained in their file.

15.02 If an Employee grieves a disciplinary action, as provided in Article 32, and, as a result of such grievance, the disciplinary action is disallowed or the penalty reduced or amended, either by the College, Arbitrator or Arbitration Board, the Employee's personnel file shall be amended to reflect the award.



- 15.03 No documents from an Employee's personnel file shall be introduced as evidence in any grievance proceeding unless the Employee has received a copy of the document.
- 15.04 Documents in an Employee's personnel file may not be used in a disciplinary action against the Employee twenty-four (24) months after the document is dated providing no discipline of a similar nature has occurred during this period.
- 15.05 Employees who have been subject to disciplinary action may, after twenty-four (24) months from the date the disciplinary action was invoked, request in writing that their personnel file be purged of any record of the disciplinary action. Such request shall be granted providing:
- (a) No similar occurrences have taken place during this period, and
  - (b) The disciplinary action is not the subject of, or related to, an unresolved grievance.
  - (c) Notwithstanding Article 15.04 and 15.05 above, if an Employee has not requested the removal of a document(s) that are eligible for removal, the documents may not be used for further discipline matters.

#### **ARTICLE 16: POSITION DESCRIPTIONS**

- 16.01 There will be position descriptions for all positions for which the Union is the bargaining agent.
- In the event the College changes the duties and responsibilities in the position description, such changes shall be reviewed by the Employee and their supervisor within sixty (60) calendar days.
- 16.02 The College shall supply position descriptions to new Employees upon hire and the Union.
- 16.03 Position descriptions shall be reviewed by the College and the incumbent Employee at least every three (3) years or upon request by the Employer or an Employee. The incumbent Employee, their supervisor and the Division Leader shall sign the position description to evidence that they have read and understood it. The signed position description shall be forwarded, within five (5) working days, to Human Resources.

#### **ARTICLE 17: CLASSIFICATION AND DETERMINATION**

- 17.01 Determination

- (a) Recognizing that positions may have some responsibilities common to two or more Employee constituent groups, the determination decision will result from where the position's majority of time is spent.
- (b) The College shall notify and supply the Union with copies of newly created and revised position descriptions within five (5) business days of any determination decision.
- (c) If the Union is not in agreement with a determination decision, it may submit the matter at Step 2 of the Grievance procedure as per Article 32.04(b).
- (d) When the College excludes an existing position from the Union, it shall advise the Union within ten (10) business days stating the reason(s) for such exclusion. If the Union is not in agreement with such exclusion, the Union shall submit the matter as a grievance as per Article 32.
- (e) In circumstances where a position has been re-determined to the Union from another bargaining unit, the effective date of the determination and subsequent classification will be the first day of the pay period in which the determination is finalized by Human Resources and the relevant bargaining units.

17.02

#### Classification

- (a) The College shall provide the Union with access to the job evaluation tool.
- (b) Human Resources shall make decisions regarding classification, reclassification, and salary levels.
- (c) The College shall provide written notification of classification and reclassification decisions and copies of the position descriptions to the Union within five (5) business days of any decision.
- (d) If the Bargaining Unit member is not in agreement with a classification decision, the Union may submit the matter at Step 2 of the Grievance procedure as per Article 32.04(b).
- (e) Change in Classification
  - (i) An Employee shall be entitled to submit a request for review of their classification to Human Resources and their direct supervisor, including the reason(s) they are requesting a review.
  - (ii) The Employee and their direct supervisor will update and submit a revised job information questionnaire (JIQ) to Human Resources within sixty (60) calendar days of the date of the request.

- (iii) The classification decision shall be provided within thirty (30) calendar days.
- (f) Upon Reclassification
- (i) An Employee whose position is reclassified to a higher level in the bargaining unit shall be placed at a Step which gives them at least a four percent (4%) salary increase.
  - (ii) An Employee whose position is reclassified to a lower level in the bargaining unit, through no fault of their own, shall not suffer any loss of pay or reduction in classification level or step. The incumbent will advance through the steps of their former classification level and will be eligible for any future general salary increases that are negotiated.
  - (iii) The effective date of any salary adjustment due to reclassification shall be the date the reclassification request, accompanied by the revised and signed job information questionnaire (JIQ) is received by Human Resources. This will become the anniversary date.
  - (iv) The effective date of any reclassification shall not occur during any period of time during which Responsibility Pay or Acting Pay was granted.
- (g) Retroactive Reclassification
- (i) Where the reclassification of a position is to take effect retroactively, only Employees with an active payroll status on the date of implementation of such change shall be entitled to receive any retroactive benefits.
- For an Employee who does not have an active payroll status on the date of implementation of such change, the date of return to active status will become the anniversary date.
- (h) Should the Employee feel that not all relevant information was presented or the information presented has not received proper consideration in the classification decision, they may submit the matter at Step 2 of the Grievance procedure as per Article 32.04(b).

**ARTICLE 18: TERM-CERTAIN POSITIONS**

18.01 The end date for a Term-Certain position shall not exceed twenty (20) months.

18.02 A position originally created as a Term-Certain position shall automatically become a permanent position should the position extend beyond twenty (20) months, or an accumulation of twenty (20) months has occurred within a thirty-six (36) month period, provided there is no break in service in excess of four (4) months. This does not apply to positions that are supported through conditional funding (such as grants, campaign fundraising, and/or other ad hoc external contracts).

If a position is supported through conditional funding, the job posting shall state "contingent on conditional funding".

The Union and the College may agree to extend the end date of the Term-Certain position in specific cases.

18.03 When a Term-Certain position is converted to a permanent position and the incumbent Term-Certain Employee has occupied the position for a period of twenty (20) accumulated months within a thirty-six (36) month period, provided there is no break in service in excess of four (4) months, the requirements of Clause 19.01 and Clause 19.06 shall be waived and the Employee shall automatically be appointed to the permanent position as either a Full-Time Permanent Employee or a Part-Time Permanent Employee.

## **ARTICLE 19: POSTINGS AND APPOINTMENTS**

19.01 Subject to Clause 19.06, all vacant permanent and Term-Certain positions in the Union shall be posted for a period of at least five (5) working days, unless the College and the Union mutually agree to waive this requirement.

19.02 The Union Representative shall be copied on all Union postings as the positions are posted. The College will provide AUPE with electronic reports that include the same information as provided in letters of employment and Term-Certain or casual extensions on a monthly basis.

19.03 Should the College decide not to fill a posted position, the internal applicants shall be notified. The Union Representative shall be informed of the reasons, in writing, within ten (10) working days of the decision not to fill the position.

19.04 When an Employee is the successful applicant for a position at the same level in the Union, they shall be placed at a Step which gives them at least the same salary.

19.05 When an Employee is the successful applicant for a position at a higher level in the Union, the Employee shall be placed at a Step which gives the Employee at least a four percent (4%) salary increase in annual salary compared with their current salary inclusive of in-year step increases.

19.06 A Permanent Employee from within or outside the bargaining unit who applies for and is awarded a Term-Certain or Casual position shall maintain their permanent status and entitlements for benefits should eligibility criteria as provided in Article 39.03 continue to be met. Entitlements, including eligibility for professional development will be based upon their permanent position for the duration of the Term-Certain or Casual assignment. The Employee shall revert to their previous permanent position once the Term-Certain or Casual position ends.

## **ARTICLE 20: PROBATIONARY PERIOD**

20.01 Subject to Clause 20.02, for the first nine (9) months an Employee at the College is on probation.

20.02 When an Employee is the successful applicant for a vacant position, the following conditions shall apply:

(a) If the Employee has already successfully completed a probationary period at the College, they shall not be required to complete another probationary period in the new position. The exception shall be in the case of a Term-Certain Employee who has completed a probationary period and is moving to a different position that is permanent. In these cases, the individual shall serve a probationary period of four (4) months in the new permanent position. During this second probationary period, the Employee will have access to Professional Development funds as per Article 43.

(b) If the Employee has not yet completed a probationary period at the College, they shall be required to complete the remainder of their original probationary period in the new position.

20.03 Dialogue between the supervisor and the Employee shall take place throughout the probationary period and is intended to promote meaningful communication and identification of job related issues.

Written evaluative feedback, based on job objectives established for the probationary period, shall be completed mid-probation and prior to the conclusion of the probationary period.

An Employee who works a Term-Certain contract that runs less than nine (9) months and returns to the same position after a break of six (6) months or less, shall have time served under the previous contract(s) credited towards completion of the probationary period.

20.04 Probationary Employees shall receive written notification from their supervisor regarding their status on or before the final day of the probationary period.

Failure to notify the Employee on or before the final day of the probationary period shall constitute successful completion of the probationary period.

- 20.05 The College has the ability to discharge a probationary Employee if in the opinion of the College the Employee does not meet the requirements as outlined in the position description and performance expectations as documented. The decision to discharge a probationary Employee may not be arbitrary, capricious, discriminatory or in bad faith. Individuals discharged within their probationary period shall receive pay in lieu of notice in accordance with *the Employment Standards Code*. In this case, the Employee shall not have recourse to the grievance procedure.

## **ARTICLE 21: SENIORITY**

### 21.01 Definition of Seniority

Seniority is defined as the length of service in the bargaining unit. Seniority shall operate on a bargaining unit-wide basis. Employees shall have their seniority effective from the original date of employment in the bargaining unit. 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. Seniority is not accumulated during periods of layoff.

### 21.02 Seniority List

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 semi-annually.

The Union shall have fifteen (15) working days from the date the list is received to challenge any differences. In the absence of a challenge, the seniority of an Employee as listed shall be deemed to be conclusive.

### 21.03 Effective Date of Seniority

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

### 21.04 Loss of Seniority

An Employee shall not lose seniority rights if absent from work because of sickness, disability, 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) working days thereafter.
- (c) An Employee is absent from work in excess of five (5) working days without sufficient cause or without notifying the College.
- (d) An Employee is laid off for a period longer than one (1) year.
- (e) An Employee does not return to work when recalled.
- (f) An Employee fails to return to work upon expiration of leave of absence, except where the absence is deemed to be justifiable but in any case the Employee shall notify the Employer of the reason the Employee is unable to return to work within three (3) work days of the expiration of the leave of absence unless the specific circumstances involved prevent the Employee from doing so.
- (g) An Employee experiences a break in service of greater than four (4) months

21.05 Application of Seniority

Seniority shall be a factor used in determining preference or priority for transfers greater than 30 km from Red Deer, position abolishments, layoffs, and recall.

**ARTICLE 22: SALARIES**

22.01 Salaries shall be according to the salary grids attached as Appendix 'A'. Such salaries shall be applicable to the Employee positions defined in Appendix 'B'.

22.02 In the event the College is shut down and unable to function, Employees shall not lose any pay for a period of one (1) month. If the shutdown is for a longer period, the College shall give notice and severance as per Article 35.

22.03 Employees shall be paid twice each month, on the 10<sup>th</sup> and 25<sup>th</sup> day of the month via direct deposit to their bank account. Should the 10<sup>th</sup> or the 25<sup>th</sup> day fall on a Saturday, Sunday or general holiday as defined in Article 37, Employees shall be paid on the day immediately preceding the Saturday, Sunday or general holiday. The College will not issue manual pay cheques except in unusual circumstances.

22.04 An Employee shall advance to the next Step on the salary grid on their Anniversary date within the same classification level.

When an Employee's Anniversary date occurs while they are on a leave of absence without pay of greater than four (4) months, their anniversary date will be revised and a step increase will be granted upon completion of a full year of active service.

When an Employee is the successful candidate for a different position within the same classification level, the anniversary date will not be changed, provided they do not have a break in service in excess of four (4) months as outlined in Article 22.05.

When an Employee applies for a position in a higher classification level, or is reclassified to a higher classification level, the anniversary date will be changed to reflect the commencement date in the higher level position, and that will become the date of advancement to the next Step on the salary grid.

When an Employee would have been eligible for a step advancement within thirty (30) calendar days of the effective date of a promotion or reclassification to a higher level, the step placement that they would have received shall be applied in determining salary placement in the new classification level.

22.05 Within four (4) months of their previous employment in the Union, former Employees who have been rehired by the College, shall not suffer a reduction in pay upon return to a position at the same classification level as their previous position.

## **ARTICLE 23: ACTING APPOINTMENT AND RESPONSIBILITY PAY**

23.01 Acting Appointment

(a) An Employee shall be eligible for acting appointment pay when required to temporarily perform the majority of duties of a higher level position. A written agreement shall be put in place stipulating the following:

- The start and end dates of the acting appointment;
- The specific duties to be performed; and
- The rate of pay as determined in (f) below,

The agreement will be signed off by the Employee, their supervisor and Human Resources.

(b) An Employee shall be entitled to refuse an acting appointment without jeopardizing their current employment.

(c) An acting appointment shall not exceed twelve (12) months, unless mutually agreed by the Employee, Employer and the Union.

(d) Acting provisions shall not apply where an Employee is designated additional limited duties to cover for an Employee absent for a period of four (4) weeks or less.



- (e) An Employee designated to an acting appointment under Clause 23.01 shall fall under the terms and conditions of this Collective Agreement when the position is within the Union's bargaining unit. If the position is not a Union position, the Employee shall request a leave of absence from their position in the bargaining unit and the terms and conditions of the appropriate constituent group shall apply during the appointment.
- (f) When an Employee assumes an acting appointment position, the Employee's regular salary shall become the greater of:
  - (i) Their original salary plus an equivalent of one step increase to their original salary, or
  - (ii) The minimum salary for the classification of the higher position.
- (g) An Employee who is assigned to an acting position shall be guaranteed the option of returning to their regular position.
- (h) An Employee may be returned to their regular position prior to the anticipated end of their acting appointment with one (1) month's written notice.
- (i) An Employee who has been serving in an acting position and returns to their regular position shall have their salary and anniversary date adjusted to that which would have been in effect, including any step increases, if the Employee had continuously occupied the original position.

## 23.02

### Responsibility Pay

- (a) An Employee shall be eligible for responsibility pay when required to temporarily perform duties of a higher level position during which they may also be required to continue to perform some, or all, of the duties of their regular position. A written agreement shall be put in place stipulating the following:
  - The start and end dates of the responsibility pay agreement;
  - The specific duties to be performed; and
  - The rate of pay as determined in (f) below

The agreement will be signed off by the Employee, their supervisor and Human Resources.
- (b) The workload associated with an Employee's regular position shall normally be adjusted to reflect any additional responsibility in order to maintain their normal hours of work.

- (c) The period of time during which an Employee is assigned duties outside the scope of their position description shall not normally exceed three (3) months.
- (d) Responsibility pay provisions shall not apply where an Employee is designated additional limited duties to cover for an Employee absent for a period of four (4) weeks or less.
- (e) An Employee receiving responsibility pay under Clause 23.02 shall fall under the terms and conditions of this Collective Agreement.
- (f) When an Employee qualifies for responsibility pay, the Employee shall receive premium pay equivalent to one step on the AUPE salary grid for the duration of the increased responsibility.

**ARTICLE 24: HOURS OF WORK**

- 24.01 Except as noted in Clause 24.02, the normal hours of work for Employees covered by this Collective Agreement shall be seven (7) hours per day and thirty-five (35) hours per week.
- 24.02 The normal hours of work for bargaining unit members at the Child Care Centre shall be seven and one-half (7½) hours per day and thirty-seven and one-half (37½) hours per week.
- 24.03 The normal work week for Employees shall consist of five (5) work days with two (2) consecutive days off. The two (2) consecutive days off shall normally be Saturday and Sunday.
- 24.04 An Employee's daily hours of work shall run consecutively except for an unpaid meal period of not less than thirty (30) minutes at approximately the midpoint of the work day.
- 24.05 Rest Breaks
  - (a) Each Employee working five (5) or more hours in a work day shall receive a total of at least thirty (30) minutes of paid rest break(s) per work day.
  - (b) Each Employee working less than five (5) hours in a work day shall receive a total of at least fifteen (15) minutes of paid rest break(s) per work day.
- 24.06 An Employee shall have not less than ten (10) hours off between work periods except in extenuating circumstances.

- 24.07 Each Employee shall be provided with a work schedule outlining their regular work day and regular work week. Such work schedule shall remain in effect until changed as per Clause 24.08.
- 24.08 Changes in Schedule
- (a) The College shall advise an Employee a minimum of fourteen (14) calendar days in advance of a change in their work schedule and the reasons for the change as they relate to the needs of the public and/or the efficient operation of the College. The change in work schedule shall become the regular daily and weekly work schedule.
- (b) Clause 24.08(a) is not intended to:
- (i) Apply to single or occasional instances,
- (ii) Apply to cases of emergency, or
- (iii) Reduce the Employee's eligibility for overtime.
- 24.09 Employees who, for personal reasons, request to work hours in excess of their regular work day, as agreed with their supervisor, shall receive compensation through an equal amount of time off with pay arranged with the supervisor.
- 24.10 The College and the Union agree that an Employee may voluntarily participate in a flexible work schedule arrangement pursuant to Article 25.

## **ARTICLE 25: FLEXIBLE WORK SCHEDULE**

- 25.01 The College and the Union recognize operational requirements and/or Employee needs may be better served by establishing flexible work schedule arrangements. As a result, flexible work schedule arrangements may be negotiated on a case by case basis between the Employee, their supervisor, Human Resources and the Union. These arrangements are subject to Article 27: Shift Differential in this collective agreement.
- A copy of this agreement will be kept on the Employee's personnel file in Human Resources.
- 25.02 Under a flexible work schedule arrangement, an Employee can manage their work schedule as follows:
- Option 1: If the hours of work are regularly scheduled, they may exceed seven (7) hours per day, but shall not exceed thirty-five (35) hours per week. If they exceed thirty-five (35) hours per week, then the provisions of Article 26: Overtime apply.

This option does not require any additional tracking of the hours, only the letter of agreement specified in 25.01 above.

Option 2: If the hours of work are irregular, they shall be managed such that they may exceed seven (7) hours per day and thirty-five (35) hours per week, but shall not exceed the normal full time hours in two (2) consecutive pay periods. If they exceed the normal full time hours in two (2) consecutive pay periods then the provisions of Article 26: Overtime shall apply.

The option does allow for split shifts, however it does not allow for an Employee to exceed twelve (12) work hours per day or five (5) days in a work week.

This option does require daily tracking of the hours on the form provided in Appendix D that will be completed by the Employee and approved by the supervisor on a pay period basis.

25.03 A flexible work schedule arrangement can be terminated by either the Employee or their supervisor with a minimum of fourteen (14) calendar days' written notice.

25.04 All terms and conditions of this Collective Agreement shall be adjusted consistent with the flexible work schedule arrangements so as not to increase or decrease eligibility for the same.

25.05 A requirement to establish a flexible work schedule arrangement shall not be a condition of ongoing employment for permanent or Term-Certain positions in the Union if the members were hired into positions where flexible work schedule arrangements were not already in place.

25.06 An Employee shall not be disciplined for refusing to enter into a flexible work schedule arrangement pursuant to Article 25.

## **ARTICLE 26: OVERTIME**

26.01 An Employee may be required to work hours or attend courses, seminars and conferences beyond their regularly scheduled work day, regularly scheduled work week, on a regularly scheduled day off or on a general holiday. Such hours shall be considered overtime.

Except for those Employees on a flexible work schedule, overtime will be payable for hours worked beyond seven (7) hours per day or thirty-five (35) hours per week. Overtime is calculated on hours exceeding either the daily or weekly maximum hours.

Overtime for bargaining unit members in the Child Care Centre shall be payable for hours worked beyond seven and one-half (7 ½) hours per day or thirty-seven and one-half (37 ½) hours per week. Overtime is calculated on hours exceeding either the daily or weekly maximum hours.

- 26.02 When an Employee applies for and accepts a second position at the College and the acceptance of the second position causes the Employee's combined hours of work to exceed those outlined in Clause 24.01, or Clause 24.02 in the case of bargaining unit members at the Child Care Centre, then the Employee may work up to twelve (12) hours per day or forty-four (44) hours per week without incurring overtime. Overtime is calculated on hours exceeding either the daily or weekly maximum hours.
- 26.03 Overtime requires prior written authorization by the supervisor and the prior consent of the Employee. The supervisor shall not unreasonably deny authorization after the fact for overtime worked where such overtime has arisen as a result of unforeseeable circumstances in which it was not possible to obtain prior authorization. In such circumstances, the Employee will be required to demonstrate a reasonable attempt to obtain authorization.
- 26.04 Overtime shall normally be first offered to the Employee filling the position requiring the overtime, if such Employee is readily available.
- 26.05 Except in cases of extenuating circumstances, the maximum hours an Employee shall work in a day is twelve (12) hours.
- 26.06 An Employee who has been authorized to work overtime shall be compensated as follows:
- (a) For overtime hours worked on a regularly scheduled work day or on a regularly scheduled day off, the Employee shall be paid at one and one-half (1 ½X) times their regular hourly rate for each of the first two (2) hours worked in excess of their regular daily hours and at two times (2X) their regular hourly rate for each hour worked in excess of two (2) hours.
  - (b) An Employee may, by mutual agreement with their supervisor, be compensated with time off in lieu of payment for overtime worked pursuant to Clause 26.06(a). The time off in lieu shall be calculated at the applicable overtime rate.
  - (c) Time off in lieu shall be taken within six (6) months of the pay period in which the overtime occurred. If the Employee is unable to take the time off in lieu during this period, the Employee shall be paid out the overtime on the following pay period.

Overtime not taken in lieu by December 31<sup>st</sup> of each year will be paid out on the following pay period.

- (d) Overtime not authorized, documented and submitted to Payroll, whether for time in lieu or payout, for each six (6) month period ending December and June will be forfeited.

26.07 For overtime hours worked on a general holiday, as per Article 37:

- (a) A Permanent Employee shall be paid two (2) times their regular hourly rate plus receive an additional day off with pay at a time mutually agreeable between the Employee and the College. Such a day-off shall be taken within six (6) months of the overtime occurring.
- (b) A Term-Certain Employee shall be paid two (2) times their regular hourly rate.
- (c) Time off in lieu shall be taken within six (6) months of the pay period in which the overtime occurred. If the Employee is unable to take the time off in lieu during this period, the Employee shall be paid out the overtime on the following pay period.

Overtime not taken in lieu by December 31<sup>st</sup> of each year will be paid out on the following pay period.

#### **ARTICLE 27: SHIFT DIFFERENTIAL**

27.01 Shift Differential will be paid as per the following provisions:

- (1) Shift differential will be in the amount of one dollar and forty cents (\$1.40).
- (2) Shift differential will apply to overtime hours as per Article 26.
- (3) Shift differential will be paid on all hours worked after 5:00 pm and prior to 7:00 am.

#### **ARTICLE 28: STANDBY**

28.01 "Standby" is defined as a period of time, outside of the Employee's regularly scheduled work hours, during which the College designates an Employee to be immediately available to return to work.

28.02 Except in cases of emergency, a schedule for standby duty shall be available to all Employees at least thirty (30) calendar days in advance of their being on standby. The standby schedule shall be determined by the Employee's supervisor.

- 28.03 When an Employee is on standby, the Employee shall be paid one (1) hour of pay at their regular hourly rate for every four (4) hours on standby, or portion thereof, on a day that is not a general holiday. For standby on a general holiday, the payment shall be one (1) hour's pay at their regular rate of pay for each four (4) hours on standby, or portion thereof, and the Employee shall be entitled to one additional day off with pay.
- 28.04 When an Employee, while on standby, is unable to report to work as required, no compensation shall be granted for the total standby period.
- 28.05 When an Employee is called back to work during the period in which the Employee was on standby, the Employee shall be compensated pursuant to Clause 28.03 for the hours the Employee was on standby and paid pursuant to Article 28 for the hours worked on call back.
- 28.06 Except in cases of emergency, an Employee shall not normally be required to standby on two (2) consecutive weekends or two (2) consecutive general holidays.

#### **ARTICLE 29: CALL BACK**

- 29.01 "Call Back" is defined as a period of time, outside of the Employee's regularly scheduled work hours, during which the Employee is recalled to their place of work for a specific work assignment.
- 29.02 In the event an Employee is called in to work as a result of a call back, the Employee shall be compensated at the applicable overtime rate pursuant to Article 26 for a minimum of three (3) hours or the actual hours worked, whichever is greater, including travel time.

#### **ARTICLE 30: PERFORMANCE EVALUATION**

- 30.01 The Parties recognize the desirability of a performance evaluation system designed to effectively use and develop the human resources of the Employer. The purpose of the performance evaluation is to provide a constructive review of the Employee's performance.
- 30.02 A formal written evaluation of each Full-Time permanent, Part-Time permanent, and Term-Certain Employee shall occur annually.
- (a) The written evaluation shall be completed by the Employee's supervisor.
- (b) The written evaluation shall be based upon the following criteria:

- (i) Duties, and responsibilities described in the Employee's position description, and
- (ii) Any duties or responsibilities temporarily assigned in addition to those in the Employee's position description.

30.03 The written evaluation shall be discussed with the Employee in a meeting with their supervisor. At the meeting, the Employee shall be given a copy of their performance evaluation document. The document shall be signed by the Employee and their supervisor for the sole purpose of indicating that they have met and discussed the content of the evaluation.

30.04 The Employee shall have five (5) days from the date of the evaluation meeting to provide written comments relating to their performance evaluation.

30.05 (a) The original written evaluation form, with signatures as described in Clause 30.03 and written comments as described in Clause 30.04, shall be forwarded to Human Resources for inclusion in the Employee's personnel file.

#### **ARTICLE 31: DISCIPLINARY PROCEDURE**

31.01 The College and the Union recognize the principle of progressive discipline, the goal of which is to provide an opportunity to remedy the situation.

31.02 No Employee shall be disciplined except for just cause.

31.03 All disciplinary action shall commence within ten (10) working days of the date the Employee's out-of-scope supervisor became aware of the Employee's involvement in the incident giving rise to the disciplinary action. The ten (10) working day time limit may be extended by mutual agreement between the College and the Union.

Normally, an out-of-scope supervisor will deal with the first occurrence of non-performance or misconduct by issuing a Verbal Reprimand, and then will deal with recurrences of the same or similar misconduct by following the sequence of increasingly serious disciplinary actions outlined below. However, an out-of-scope supervisor, in consultation with Human Resources, may depart from this sequence by invoking more serious levels of discipline for the first occurrence (or for recurrence) of non-performance or misconduct if the out-of-scope supervisor determines that the severity of the non-performance or misconduct warrants such action.



31.04

(a) Step 1: Verbal Reprimand

An Employee who receives a verbal reprimand shall be provided with the reason(s) for the reprimand. The verbal reprimand will be delivered in a private meeting with the Employee.

The Employee is entitled to have a Union Representative/Union Steward present during this discussion and the College shall make the Employee aware of this entitlement prior to the meeting. Should the Employee choose to have a Union representative present, the Employee shall be given sufficient opportunity to obtain and consult with the representative prior to any discussion taking place.

(b) Step 2: Written Reprimand

A written reprimand shall be addressed to the Employee and state the reasons(s) for the reprimand.

The written reprimand shall, whenever possible, be delivered in a private meeting with the Employee or provided to the Employee at the worksite or another mutually acceptable way.

The Employee is entitled to have a Union Representative/Union Steward present during this meeting and the College shall make the Employee aware of the entitlement prior to the meeting.

Should the Employee choose to have a Union representative present, the Employee shall be given sufficient opportunity to obtain and consult with the representative prior to any meeting taking place.

(c) Step 3: Suspension With Pay Pending Investigation

An out-of-scope supervisor may meet with an Employee to issue a Notice of Suspension with Pay Pending Investigation if:

- the out-of-scope supervisor determines that student, staff or faculty safety calls for immediate removal of the Employee from the College campus, or
- the out-of-scope supervisor determines that a serious instance of misconduct may have occurred and that the best interests of the College call for the immediate absence of the Employee from campus and from all College-related responsibilities, or
- in instances of alleged theft, fraud, physical abuse, substance abuse, or an incident of equal gravity.

The suspension will begin on the day the Employee is given the Notice of Suspension with Pay Pending Investigation and will last for a period of up to thirty (30) calendar days.

The notice of suspension with pay will identify:

- the Employee's right to Union representation at subsequent investigative and/or outcome meetings.
- the reasons for the suspension and the evidence or allegations on which they are based, and
- the duration of the suspension, and
- the course of action that the out-of-scope supervisor will be pursuing within the next thirty (30) calendar days in order to determine the outcome of the suspension, and
- any conditions of the suspension e.g. restricted access to email.

Before or at the expiration of the thirty (30) day suspension, the out-of-scope supervisor will:

- inform the Employee in writing that the suspension is lifted and no further disciplinary action pertaining to the incident will follow, or
- issue a Written Reprimand, or
- issue a Notice of Suspension Without Pay or
- issue a Notice of Termination, or
- extend the suspension with pay where such extension contains a statement indicating what further action or investigation needs to be completed before the out-of-scope supervisor can engage in one of the above three (3) resolutions of the suspension.

During the Suspension with Pay Pending Investigation, the Employee will not engage in College-related responsibilities and the Employee shall not be present on campus without prior approval from the Head of Campus Security.

(d) Step 4: Suspension Without Pay

An Employee who is placed on Suspension Without Pay shall be advised in writing of the reasons for being placed on suspension, the effective date of the suspension, and the length of the suspension period. The written suspension without pay will be delivered in a private meeting with the Employee.

The Employee is entitled to have a Union Representative/Union Steward present during this meeting and the College shall make the Employee aware of the entitlement prior to the meeting.

Should the Employee choose to have a Union Representative/Union Steward present, the Employee shall be given sufficient opportunity to obtain and consult with the Union Representative/Union Steward prior to any meeting taking place.

During the suspension without pay, the Employee will not engage in College-related responsibilities and the Employee shall not be present on campus without receiving prior approval from the Head of Campus Security.

(e) Step 5: Termination For Cause

An Employee who is terminated for cause shall be given written notice of the reason(s) for the termination.

The written notice of termination shall be addressed to the Employee and shall be presented, whenever possible, in a private meeting with the Employee or shall be couriered to the Employee within one (1) working day of the effective date of the termination.

The Employee is entitled to have a Union Representative/Union Steward present during this meeting and the College shall make the Employee aware of the entitlement prior to the meeting.

Should the Employee choose to have Union representation present, the Employee shall be given sufficient opportunity to obtain and consult with the representative prior to any meeting taking place.

31.05 At each step prior to Step 5 of the disciplinary procedure the College shall provide the Employee with a reasonable opportunity to remedy the situation giving rise to the disciplinary action prior to moving to the next step in the procedure.

31.06 Copies of all documentation of disciplinary Steps two (2) through five (5) as per Clause 31.04 shall be:

- (a) Forwarded to the Union Representative using the same timelines as outlined in the disciplinary procedure, and
  - (b) Forwarded to Human Resources for inclusion in the Employee's personnel file.
- 31.07 Failure to provide documentation of disciplinary action within the prescribed time limits and procedures shall be deemed to indicate abandonment of disciplinary action. Any change to the terms and conditions of employment resulting from disciplinary action shall be rescinded and declared null and void. Any loss of regular earnings by the Employee shall be paid retroactively to the Employee.
- 31.08 The time limits fixed in Article 31 may be extended by mutual agreement between the College and the Union Representative.
- 31.09 In the cases of discipline and termination, the burden of proof of just cause shall rest with the College.
- 31.10 If the College and the Union mutually agree an Employee has been unjustly suspended or terminated, the Employee shall be:
  - (a) reinstated to their former position, without loss of seniority, salary or benefits, and otherwise made whole, or
  - (b) appointed without loss of seniority, salary or benefits to a comparable vacant position for which the Employee meets the qualifications, or
  - (c) compensated in such a manner as is judged equitable in the opinion of the College and the Union or an Arbitrator or Arbitration Board, if the matter is referred to an Arbitrator or Arbitration Board.
  - (d) Any information pertaining to the matter will be purged from the Employee's personnel file provided no discipline of a similar nature has occurred during this period.
- 31.11 If an Arbitrator or Arbitration Board determines that an Employee has been terminated or otherwise disciplined for just cause, the Arbitrator or Arbitration Board may substitute some other penalty for the termination or discipline, and award such remedies as are considered just and reasonable in all the circumstances.

## ARTICLE 32: GRIEVANCE PROCEDURE

- 32.01 A grievance is a dispute or misunderstanding between one or more Employees, or the Union acting on its own behalf or on behalf of the Employee(s), and the College regarding the interpretation, application, operation, contravention or alleged contravention of this Collective Agreement as well as any complaint alleging unjust treatment, unfair working conditions or unjust disciplinary action. All such grievances shall be dealt with through the Grievance Procedure.
- 32.02 For the purposes of Article 32, Employee means a current Employee of the College or a former Employee of the College terminated as per Article 34 or Article 31. In the case of a former Employee, the former Employee shall have access to the Grievance Procedure commencing at Step 3 (Clause 32.04(c)) for a period of five (5) working days following receipt of the written notice of termination.
- 32.03 An Employee complaint alleging harassment or discrimination may be presented commencing at Step 2 (Clause 32.04(b)) of the Grievance Procedure.
- 32.04 When an Employee grievance arises, it shall be settled in the following manner:
- (a) Step 1: Within fourteen (14) calendar days from the date of the incident or knowledge of the incident, the Employee(s) concerned shall first seek to settle the grievance in discussion with their out-of-scope supervisor. The Employee(s) concerned shall be entitled to have a Union Representative present during these discussions.
  - (b) Step 2: If the grievance is not resolved satisfactorily in Step 1, a written statement of the grievance shall be submitted by the Union Representative on behalf of the grievor(s) to the Chief Human Resources Officer within fourteen (14) calendar days of the Step 1 meeting.  
  
Within fourteen (14) calendar days of receiving the statement of grievance, the Chief Human Resources Officer shall arrange to meet with the parties involved in Step 1 of the grievance and a Union representative with a view to resolving the grievance.
  - (c) Step 3: If the grievance is not resolved satisfactorily in Step 2, a written statement of grievance shall be submitted by the Union Representative on behalf of the grievor(s) to the President of the College (or designate) within fourteen (14) calendar days of the Step 2 meeting.

Within fourteen (14) calendar days of receiving the statement of grievance, the President of the College (or designate) shall hold a hearing with the Union and the parties involved and shall render a decision in writing within seven (7) calendar days of the hearing.

- (d) Step 4: If the grievance is not resolved satisfactorily in Step 3, the grievance may be referred to arbitration within twenty-eight (28) calendar days of the College President's (or designate's) decision. Proceedings shall be followed as stipulated under the provisions of the *Public Service Employee Relations Act*.

32.05

When a Union grievance arises, it shall be settled in the following manner:

- (a) Step 1: An Officer of the Union shall file a written statement of grievance with the President of the College (or designate) within fourteen (14) calendar days of the incident giving rise to the grievance. The statement of grievance shall outline the Article(s) of the Collective Agreement alleged to have been violated and the redress sought.
- (b) Step 2: Within fourteen (14) calendar days of receiving the statement of grievance, the President of the College (or designate), an Officer of the Union and such other parties as are deemed necessary to effect resolution shall meet in an attempt to resolve the matter.
- (c) Step 3: If the grievance is not resolved satisfactorily in Step 2, the grievance may be referred to arbitration within twenty-eight (28) calendar days of first Step 2 meeting. Proceedings shall be followed as stipulated under the provisions of the *Public Service Employee Relations Act*.

32.06

When a College grievance arises, it shall be settled in the following manner:

- (a) Step 1: The President of the College shall file a written statement of grievance with the Union within fourteen (14) calendar days of the incident giving rise to the grievance. The statement of grievance shall outline the Article(s) of the Collective Agreement alleged to have been violated and the redress sought.
- (b) Step 2: Within fourteen (14) calendar days of receiving the statement of grievance, the President of the College, the Union and such other parties as are deemed necessary to effect resolution shall meet in an attempt to resolve the matter.

(c) Step 3: If the grievance is not resolved satisfactorily in Step 2, the grievance may be referred to arbitration within twenty-eight (28) calendar days of the initial Step 2 meeting. Proceedings shall be followed as stipulated under the provisions of the *Public Service Employee Relations Act*.

32.07 The parties may mutually agree to advance a grievance to the subsequent step in the grievance process. In the event any management officers named in the grievance are one and the same, the previous steps will be deemed to have been complied with.

32.08 The time limits fixed in Article 32 may be extended by mutual agreement between the College and the Union Representative.

32.09 Should the recipient of the grievance fail to respond within the time limits prescribed, or otherwise agreed, the grievance shall advance to the next step of the Grievance Procedure.

32.10 No Arbitrator, Arbitration Board or other body shall, by its award, alter or amend the terms and conditions of this Collective Agreement.

**ARTICLE 33: CONTRACTING OUT**

33.01 The College agrees that in the event it becomes necessary to contract out any of the work or services presently performed by an Employee covered by this Agreement, the College shall notify the Union and Employee at least ninety (90) calendar days in advance of such change. The College will endeavor to have the affected Employee(s) hired by the contractor.

33.02 The Employee whose position is contracted out shall receive a severance payment based upon their length of service at the College. The amount of the severance payment shall be as follows:

<u>Length of Service</u>	<u>Severance Payment</u>
1-24 months	Three (3) months
25-48 months	Six (6) months
49-60 months	Nine (9) months
61+ months	Twelve (12) months

Credit will only be given for full years of service, therefore there will be no pro-rating of severance.

## ARTICLE 34: POSITION ABOLISHMENT AND RE-EMPLOYMENT

### 34.01 Definition and Union Notification

- (a) Position abolishment occurs when the College eliminates an occupied permanent position which it does not intend to re-establish in the foreseeable future.
- (b) Should the College determine it is necessary to conduct a position abolishment the College shall notify the Union Representative a minimum of sixty (60) calendar days in advance.

The Union Representative and the College shall meet within five (5) business days of such notice to explore ways to mitigate the impact on the affected Employee(s).

The Union Representative and Union Steward(s) will respect the confidentiality of any information provided by the College, until the College has notified the affected Employee(s).

### 34.02 Notice to Employee

- (a) An Employee who is being terminated due to a position abolishment shall receive at least forty-five (45) calendar days' written notice.
- (b) During the notice period:
  - (i) The College shall make a reasonable effort to retrain and/or upgrade the affected Employee to meet the qualifications of a vacant permanent position.
  - (ii) The College shall notify the Union and all Employees who have received position abolishment notice of all vacant permanent and Term-Certain positions within the bargaining unit.
  - (iii) All vacant and Term-Certain positions represented by the Union shall first be offered to Employees who have received position abolishment notice, provided the Employee is qualified.
  - (iv) Should an Employee who has received position abolishment notice choose not to accept a vacant position, it shall not, in any way, impact their eligibility for severance.
  - (v) During the notice period, the College shall allow the affected Employee a reasonable amount of time off with pay for interviews with prospective Employers other than the College.



- (c) An Employee who is absent because of Vacation, Sick Leave, or Long Term Disability, or who is in receipt of Workers' Compensation, or who is on a Leave of Absence in accordance with Article 41 shall have no extraordinary rights under this Article and shall be subject to position abolishment on the same basis as other Employees.

34.03

**Position Abolishment**

- (a) When position abolishment is necessary in a work group with two or more Employees who have the same job description, the Employee with the most seniority will be retained provided the College determines from their current resume that they meet the qualifications (excluding behavioral competencies which are assessed through performance evaluation) of the job.

For the purposes of this Article only, work group refers to a group of two or more individuals reporting to the same supervisor.

- (b) From the time of notice of position abolishment, the College shall not reduce the wages, rate of wages or alter any term or condition of employment of the Employee unless mutually agreed to by the College and the Union.

- (c) At the discretion of either the Employee, or the College, the Employee may elect to receive or the College may provide payment in lieu of the notice period. Such payment shall not impact the Employee's eligibility for, or the value of, the severance payment.

Employees who elect to receive payment in lieu of notice will not be entitled to benefits beyond the last day worked, but will be eligible for recall.

- (d) Employees who accept severance pay will not be eligible for recall, and will have waived any rights to grieve the abolishment of their position or their severance payment.

- (e) Severance pay shall not be paid to an Employee who has been dismissed, resigned or retired.

- (f) An Employee who accepts severance shall receive a severance payment based on their length of service at the College. The amount of the severance payment shall be as follows:

<u>Length of Service</u>	<u>Severance Payment</u>
1-12 months	One (1) months
13-24 months	Two (2) months

25-36 months	Three (3) months
37-48 months	Four (4) months
49+ months	One (1) month for each full year to a maximum of eleven (11) months

34.04 Re-Employment

If an Employee is released pursuant to Clause 34.03 and is subsequently rehired by the College within their severance period, the Employee shall, as a condition of re-employment, be required to reimburse the College. When the Employee is re-employed to work earlier than the equivalent period of severance, the Employee shall reimburse the College for the difference.

Example:      Eleven (11) months of severance paid  
                     Re-employed at five (5) months.  
                     Employee owes six (6) months.

**ARTICLE 35: LAYOFF AND RECALL**

35.01 Definition and Employee Notification

Layoff is defined as a temporary separation from employment with anticipated future recall.

Except in circumstances beyond the reasonable control of the College, Employees shall be given not less than the following written notice of layoff or, at the discretion of the College, be paid at their regular rate in lieu of part or all of the required notice period:

- (a) Four (4) weeks for Permanent Employees
- (b) Two (2) weeks for Term-Certain Employees

Once notice of layoff has been provided, the College and Employee may, in writing, agree to defer the effective date of the layoff without any further notice period.

35.02 Normally, based upon standard practice, among Employees with the same job description within a work group, normally, Casual Employees shall be released before Term-Certain Employees, who shall in turn be laid off prior to the layoff of any Permanent Employees. In determining which Employee(s) are to be laid off, the College shall take into account the qualifications, experience and ability of those to be retained to perform the work remaining to be done. Where the qualifications, experience and ability of those retained are relatively equal, seniority shall be the determining factor.

35.03

Recall

- (a) An Employee who has received layoff notice shall be recalled to the first available permanent position that is deemed to be comparable to their former position for six (6) months following the date of notice of the layoff.

A comparable position is one that is classified in the same pay band as the Employee's former position and one that the Employee is qualified for, subject to a reasonable orientation timeframe.

- (b) Recall shall be on the basis of seniority provided the Employee has the qualifications for the position they are recalled to.
- (c) An Employee shall be responsible for providing the College with their current address, e-mail and telephone number for recall purposes.
- (d) If an Employee accepts recall to a comparable permanent position, the Employee will return to work within fourteen (14) calendar days.
- (e) If a recalled Employee fails to return to work on the agreed upon date or a laid off Employee rejects an offer of recall to a comparable permanent position, all rights to recall will be waived and their employment terminated.
- (f) If an Employee has not been recalled six (6) months from the effective date of layoff the Employee shall be entitled to severance pay according to the provisions of Article 34.03(f).

**ARTICLE 36: RESIGNATION**

36.01 All Employees are asked to give a minimum of two (2) weeks' notice when voluntarily terminating employment with the College.

36.02 The notice shall be in written form and shall be submitted to the supervisor with a copy to the Chief Human Resources Officer or designate.

36.03 From the time of notice of resignation to the effective date, the College shall not reduce the wages, rate of wages or alter any term or condition of employment of the Employee unless mutually agreed to by the College and the Employee.

36.04 Prior to or on their last day of employment with the College, exiting Employees are required to complete an Exit Checklist and return all property owned and/or issued by the College.

**ARTICLE 37: GENERAL HOLIDAYS**

37.01 General Holidays

- (a) Subject to Provincial and Federal regulations and civic proclamations, Employees covered by this Collective Agreement shall be entitled to the following paid general holidays:

New Year's Day	Labour Day
Alberta Family Day	Thanksgiving Day
Good Friday	Remembrance Day
Victoria Day	Christmas Eve Afternoon
Canada Day	Christmas Day
Civic Holiday in August	Boxing Day

and any other day designated as a general holiday by the Lieutenant Governor or Governor General in Council.

- (b) In addition to the general holidays outlined in Clause 37.01(a), Employees covered by this Collective Agreement shall receive paid general holidays between Boxing Day and New Year's Day.

37.02 Where a paid general holiday, as per Clause 37.01(a), falls on a Saturday or Sunday, the paid general holiday shall be observed the preceding Friday or the following Monday, as determined by the College.

37.03 Where a paid general holiday, as per Clause 37.01(a), falls on an Employee's regularly scheduled day off, the Employee shall be entitled to another paid day off (in lieu of that paid general holiday) to be taken at a time agreed upon by the Employee and their supervisor within thirty (30) calendar days of the general holiday occurring.

In instances where Clause 37.02 applies, the date the general holiday is observed, rather than the date the general holiday falls, shall be used for the purpose of applying Clause 37.03.

**ARTICLE 38: VACATION**

38.01 All vacation leaves require the prior approval of the immediate supervisor.

38.02 Vacation is accrued each pay in accordance with hours worked in that pay period and the Employee's length of service at the College. Paid vacation time is taken in accordance with the Employee's normal hours of work.

Effective July 1, 2015 an Employee's length of service shall be calculated in accordance with the Employee's original hire date at the College. For those Employees with a break in service of more than four (4) months, the length of service will be calculated using the date of their return to employment at the College (prior to July 1, 2015, in determining vacation entitlement an Employee's service was calculated as at July 1<sup>st</sup> in each year.)

- 38.03 Each Employee shall accrue:
- (a) Twenty (20) working days' vacation per year worked during the first five (5) years of employment pro-rated based upon the date of commencement compared to the start of the fiscal year, the duration of the employment contract and the Employee's Full-Time equivalency (FTE), and
  - (b) Twenty (20) working days plus one (1) additional working day for each year worked beyond five (5) years to a maximum of thirty (30) days' vacation prorated based upon the duration of the employment contract and their Full-Time equivalency (FTE).
- 38.04 General holidays falling within the vacation period shall not be counted as vacation time.
- 38.05 An Employee shall be entitled to a minimum of ten (10) working days of uninterrupted vacation.
- 38.06 Payment in lieu of vacation will be given for any period of approved vacation the College requires the Employee to forego, providing mutual agreement between the Employee and the College. During this period, the Employee shall be compensated at one and one-half (1 ½) times their regular rate of pay in addition to the vacation pay they would normally receive during this period.
- 38.07 The College encourages each Employee to use their entire vacation entitlement. In extenuating circumstances and upon written request to and approval from the Employer prior to the end of the fiscal year, a maximum of ten (10) days of vacation leave may be carried over from one vacation year to the next. Carryover days should be managed within the following fiscal year. If, within thirty (30) days of the start of the fiscal year, an Employee does not make acceptable arrangements to use the carryover days, the Employer may assign and the Employee may not refuse to take vacation leave for the full amount of days being carried over.
- 38.08 Upon termination of employment, an Employee shall receive payment in lieu of outstanding earned vacation.
- 38.09 Where an Employee on vacation:
- (a) verifies a period of hospitalization for themselves, or;

- (b) qualifies for Bereavement Leave

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

## **ARTICLE 39: BENEFITS**

39.01 The College shall provide comprehensive group health, insurance and related benefits for Employees.

- (a) Alberta Health Care
  - (i) Benefits are voluntary for Employees covered by this Collective Agreement.
  - (ii) Seventy-five percent (75%) of the premiums shall be paid by the College and twenty-five percent (25%) by the Employee.
- (b) Life Insurance and Accidental Death and Dismemberment
  - (i) Benefits are voluntary for Permanent Employees who work nine hundred and ten (910) hours or more per year provided they do not have a break in service in excess of four (4) months.
  - (ii) Seventy-five percent (75%) of the premiums shall be paid by the College and twenty-five percent (25%) by the Employee.
  - (iii) Premiums for enhanced coverage shall be paid fifty percent (50%) by the College and fifty percent (50%) by the Employee.
- (c) Workers' Compensation
  - (i) Employees, of all statuses, shall receive Workers' Compensation insurance coverage.
  - (ii) The College shall continue to pay an Employee in receipt of Workers' Compensation payments as a result of an illness or injury occurring in the course of their work duties for the College at one hundred percent (100%) of their regular rate of pay until the earliest of the following:
    - (1) The Workers' Compensation Board certifies that the Employee is able to return to work, or
    - (2) The Workers' Compensation Board grants the Employee a disability pension as a result of the Employee not being able to return to work, or

- (3) The Employee is eligible for an unreduced Local Authorities Pension, or
  - (4) The Employee's term of appointment expires, in the case of a Term-Certain Employee.
- (iii) The Employee shall assign to the College all payments from Workers' Compensation for loss of wages and tax allowance.
- (d) Dental Care
- (i) Benefits, unless other coverage is present, are mandatory for Permanent Employees who work nine hundred and ten (910) hours or more per year provided they do not have a break in service in excess of four (4) months. The minimum hours per week or year are determined by the primary position the Employee holds and not a combination of positions.
  - (ii) Seventy-five percent (75%) of the premiums shall be paid by the College and twenty-five percent (25%) by the Employee.
- (e) Extended Health Care
- (i) Benefits, unless other coverage is present, are mandatory for Permanent Employees who work nine hundred and ten (910) hours or more per year provided they do not have a break in service in excess of four (4) months. The minimum hours per week or year are determined by the primary position the Employee holds and not a combination of positions.
  - (ii) Seventy-five percent (75%) of the premiums shall be paid by the College and twenty-five percent (25%) by the Employee.
- (f) Local Authorities Pension Plan
- (i) Participation in the Local Authorities Pension Plan (LAPP) is mandatory for all benefit eligible Permanent Employees after a waiting period of twelve (12) months from the commencement of employment.

The one year waiting period for LAPP will be waived if:

- (1) the Permanent Employee is coming from another LAPP Employer and there is less than a six month break in service, or
- (2) the Permanent Employee is eligible to transfer service into LAPP under a reciprocal transfer agreement.

- (ii) Eligibility for enrollment shall be in accordance with the mandatory participation criteria of the *Local Authorities Pension Plan Act* in effect at the time of employment commencing.
- (iii) Contributions to the plan are shared by the College and the Employee as stipulated by the Local Authorities Pension Plan.

(g) Long-Term Disability

- (i) The College shall effect and maintain a Long-Term Disability Plan.
- (ii) There is a waiting period of twelve (12) months from the commencement of employment before new Employees shall be eligible to join the Long-Term Disability Plan. Coverage shall commence immediately following completion of the waiting period.
- (iii) Benefits are mandatory for Permanent Employees who work nine hundred and ten (910) hours or more per year provided they do not have a break in service in excess of four (4) months.
- (iv) The premiums are paid one hundred percent (100%) by the Employee.

39.02 There will be no change to any of the components of the benefits outlined in Article 39 during the life of this collective agreement without the express consent of the Union and the College.

39.03 The benefits outlined in Article 39 are provided to those Employees who meet the eligibility criteria negotiated with the respective carriers of the benefits.

39.04 Unless otherwise provided in Clause 39.01, eligible Employees have no waiting period for benefits. Benefits are available to the Employee upon commencement of their employment. Benefit coverage will not commence until benefit enrollment is completed by the member.

39.05 The College shall provide up-to-date information to the Employee on all benefit plans.

39.06 The College shall deduct semi-monthly premiums from the salary of any Employee who is a member of a plan and shall remit the same to the appropriate company or companies, as required.



## **ARTICLE 40: HEALTH BENEFIT SPENDING ACCOUNT**

40.01 Effective July 1, 2017, the College agrees to contribute to the Health Spending Account seven hundred and fifty dollars (\$750) per Government of Alberta ("new premium") that creates a cost for health care to Union Members, then the language and intent of Article 39.01(a) will apply. If the amount of the new premium is less than the Health Spending Account payment provided for in this clause, then the Health Spending Account payment to the College shall continue, but with the payment lowered to the difference between the new premium and the Health Spending Account payment. If the amount of the new premium equals or exceeds the amount of the College's Health Spending Account payment, no Health Spending Account payment will be required by the College.

## **ARTICLE 41: LEAVE**

41.01 For the purpose of Article 41, "illness" means any illness, medical condition, injury, disability or quarantine affecting an Employee.

41.02 Unless otherwise provided in Article 41, an Employee on leave shall continue to receive all benefits, as per Article 39, and shall continue to accrue service time.

41.03 Casual Sickness Leave

- (a) "Casual Sickness" means an illness which causes an Employee to be absent from service for five (5) consecutive working days or less.
- (b) Each Employee shall qualify for a maximum of twenty (20) working days with pay of Casual Sickness leave each fiscal year without carryover, prorated based upon hours worked in a fiscal year.
- (c) Each day or portion of a day of Casual Sickness used within a fiscal year shall be deducted from an Employee's remaining Casual Sickness leave entitlement for that year.
- (d) Casual Sickness Leave may be granted for the purpose of providing personal care to an Employee's spouse (including common-law or same gender partner), fiancée, child, parent, grandparent, sibling, in-law, or any other relative the Employee has responsibility for, and the Employee becomes the primary caregiver.

41.04 Short-Term Disability Leave

- (a) "Short-term disability" means an illness that causes an Employee to be absent from service for six (6) or more consecutive working days.

- (b) The College shall self-insure this benefit for a maximum period of ninety (90) calendar days. An Employee must have completed ninety (90) days of service with the College prior to be entitled to short-term disability leave.

In cases where an Employee resigns, is terminated, or their term of employment ends before the expiry of the ninety (90) calendar days of coverage, coverage will not continue beyond the last day of employment.

If the sickness or disability exceeds ninety (90) calendar days, then the Employee may be eligible for coverage under the Long-Term Disability Plan pursuant to the terms of that Plan.

- (c) Short-term disability leave shall be in addition to any Casual Sickness leave entitlements specified in Clause 41.03.

The College requires a written statement from a duly qualified practitioner certifying that any such absence is medically warranted. The Health and Wellness Centre will maintain contact with the Employee during the leave to facilitate the assessment of compliance with, and the progress on, the treatment plan prescribed by the Employee's duly qualified practitioner, and to keep current on any developments impacting the Employee's expected date of return to the College. The College reserves the right to acquire additional medical information to support the short-term disability claim.

Short-term disability leave does not carry over to ensuing fiscal years.

- (d) After an Employee has completed a period of short-term disability leave, the Employee will be able to exercise one of the following options:
  - (i) Commence long-term disability leave, as per Clause 41.05;
  - (ii) Return to work in their original capacity;
  - (iii) Return to work on an illness related modified work program;
  - (iv) Take an immediate leave of absence as per Clause 41.11; or
  - (v) An Employee who is not granted long-term disability benefits by the carrier and who does not wish to return to work, shall be granted, upon their request, a leave of absence without pay, as per Clause 41.11, for a period of up to three (3) months.

#### 41.05 Long-Term Disability Leave

- (a) In instances of long term illness, an Employee may be eligible for long-term disability leave under the Long-Term Disability Plan, as per Clause 39.01(g), pursuant to the terms of that plan.

- (b) Should an Employee return to work at any point during the first twenty-four (24) months of long-term disability, such Employee shall be reinstated to their original position or provided with an alternate position of a comparable nature at the same rate of pay if their original position has been abolished or is no longer available.

An Employee who does not return, or who chooses not to return, from this leave within twenty-four (24) months may have their employment with the College terminated.

- (c) An Employee shall not accrue service time, while on long-term disability leave, as per Clause 41.05.
- (d) An Employee on long-term disability leave will be required to pay 100% of their benefit premium costs for Dental and Extended Health Care insurance for the duration of their absence or the maximum time-frame of two-years, whichever is the lesser amount of time. For LAPP pension benefits, payment is required for the duration the Employee is receiving long-term disability benefits as per the Employee contribution rates set by the Local Authorities Pension Plan and in accordance with the terms and conditions of the agreement between the College and the Local Authorities Pension Plan.

Payment will be due in Human Resources on the last working date of the month for the preceding month's coverage and pension contributions.

41.06 Medical Certificate Requirement

- (a) The College shall require a certificate from a duly qualified medical practitioner certifying that an Employee's absence was necessitated by illness if any such absence exceeds five (5) working days.
- (b) The cost, if any, for this certificate, shall be borne by, or reimbursed to the Employee by, Human Resources.

41.07 Health and Wellness Appointment Leave

- (a) An Employee shall be entitled to time off for the purpose of attending health and wellness appointments.
- (b) An Employee taking time off for health and wellness appointments shall provide their supervisor with as much advance notice as possible.
- (c) An Employee 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. Such arrangements shall be approved by the supervisor in consultation with the Employee.

- (d) Health and Wellness appointments for the purposes of this Article are those that involve services from certified medical practitioners as defined under the schedule of expenses eligible for reimbursement under the extended health benefit coverage.

41.08 Bereavement Leave

- (a) An Employee shall be granted five (5) working days with pay in the event of the death of their spouse (including common-law or same gender partner), fiancée, child, parent, grandparent, grandchild, sibling, in-law or an individual for whom the Employee has legal guardianship responsibilities. An Employee may be required to submit satisfactory proof to the Employer to support the Leave.
- (b) In recognition that bereavement leave, as per Clause 41.08(a) is based on individual circumstances, the Chief Human Resources Officer or designate may grant, upon request, additional bereavement leave without pay.
- (c) The College may, in its discretion, grant one (1) day of paid leave to an Employee to attend a funeral as a pallbearer or mourner.
- (d) In the case of the death of others, the College may, in its discretion, grant leave without pay for such period of time as may be deemed appropriate.

41.09 Compassionate Care

The Employer recognizes the potential need for Employees to care for a gravely ill or dying family member. An Employee may request compassionate leave under the Employment Insurance Compassionate Care Benefits program. An Employee who has been granted leave under this clause may apply for a continuation of the leave if required.

41.10 Job Share

- (a) A job share may be granted to an Employee at the discretion of the Chief Human Resources Officer upon the recommendation of the Employee's supervisor.

41.11 Leave of Absence without Pay

- (a) A leave of absence without pay may be granted at the discretion of the Chief Human Resources Officer or designate.
- (b) Upon conclusion of the leave of absence, the Employee shall be reinstated to their original position or provided with an alternate position of a comparable nature at the same rate of pay.

- (c) Requests for such leave must be made in writing to the Chief Human Resources Officer or designate at least ninety (90) calendar days prior to the commencement of the leave.
- (d) An Employee on a Leave of Absence Without Pay will have the option to either pay 100% of their benefit premium costs for LTD, Life, Accidental Death and Dismemberment, Dental and Extended Health Care insurance for the duration of their absence or opt out of benefits during the period of their leave. For LAPP pension benefits, an Employee may choose to purchase their leave as per the Employee contribution rates set by the Local Authorities Pension Plan and in accordance with the terms and conditions of the agreement between the College and the Local Authorities Pension Plan.

41.12 Education Leave

- (a) A Full-Time permanent or Part-Time Permanent Employee may take a leave of absence without pay as per Clause 41.11 for the purpose of educational pursuits.
- (b) In addition to the terms of Clause 41.11, an Employee on education leave shall have access to professional development as per Article 43.
- (c) An Employee on an Education Leave will have the option to either pay one hundred (100%) percent of their benefit premium costs for LTD, Life, Accidental Death and Dismemberment, Dental and Extended Health Care insurance for the duration of their absence or opt out of benefits during the period of their leave. For LAPP pension benefits, an Employee may choose to purchase their leave as per the Employee contribution rates set by the Local Authorities Pension Plan and in accordance with the terms and conditions of the agreement between the College and the Local Authorities Pension Plan.

41.13 Maternity and Parental Leave

- (a) Mothers and surrogate mothers are eligible for Maternity Leave. Biological and adoptive parents are eligible for Parental Leave.
- (b) Maternity and Parental Leave shall be granted by the College, upon application to the Chief Human Resources Officer or designate, to all Employees eligible under the provisions of the *Alberta Employment Standards Code* in effect at the time of application.
- (c) Such leave shall be applied for, in writing, not less than three (3) months prior to the estimated confinement date.

- (d)
  - (i) A Full-Time Permanent Employee or a Part-Time Permanent Employee shall be eligible for Maternity and Parental Leave in accordance with relevant legislation. The leave may commence at any time during the twelve (12) weeks prior to the estimated date of delivery. Any changes to approved leaves shall be in accordance with the provisions of the *Alberta Employment Standards Code*.
  - (ii) During the period of the leave in which the Employee is medically unable to work, the College shall provide Supplemental Unemployment Benefits (as per the SUB plan contained in Appendix C) 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. The Employee will continue to accrue vacation entitlement during the SUB portion of their leave.
- (e) Upon conclusion of the Maternity and Parental Leave, the Employee shall be reinstated to their original position or provided with an alternate position of a comparable nature at the same rate of pay if their original position has been abolished.
- (f) If a medical certificate is required for the Employee to return from leave to regular employment, it shall be at the expense of the College.
- (g) Where a medical certificate is provided, stating that a longer period of leave is required due to complications related to pregnancy, the Chief Human Resources Officer or their designate shall extend the leave up to a maximum of eighteen (18) months.
- (h) Whenever an Employee is absent for more than the maximum period of Maternity and Parental Leave, as provided by legislation, and where the Chief Human Resources Officer or designate has not extended the leave period, the Employee shall automatically be deemed to have terminated employment when the leave period expires.
- (i) An Employee who wishes to return to work from Maternity and Parental Leave or wishes to resign while on leave, shall provide the College thirty (30) calendar days written notice of such intention.
- (j) An Employee may, subject to supervisor 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, so long as the carryover does not exceed the carryover provisions outlined in the Vacation Leave Policy.

- (k) Following the SUB portion of their leave, an Employee will have the option to either pay one hundred (100%) percent of their benefit premium costs for Long Term Disability (LTD), Life, Accidental Death and Dismemberment, Dental and Extended Health Care insurance, or opt out of benefits for the period of their leave. For Local Authorities Pension Plan (LAPP) pension benefits, an Employee may choose to purchase their leave as per the Employee contribution rates set by the Local Authorities Pension Plan and in accordance with the terms and conditions of the agreement between the College and the Local Authorities Pension Plan.

41.14 Adoption Leave and Parental Leave

- (a) An Employee eligible under the *Alberta Employment Standards Code* shall be granted an adoption and/or parental leave consistent with the provisions of the *Code*, upon written application to the Chief Human Resources Officer or designate.
- (b) Upon conclusion of adoption and/or parental leave, the Employee shall be reinstated to their original position or provided with an alternate position of a comparable nature at the same rate of pay if their original position has been abolished.
- (c) An Employee may, subject to supervisor approval, carry over up to one-half (1/2) of their outstanding vacation entitlement to be utilized following their return from adoption and/or parental leave, so long as the carryover does not exceed the carryover provisions outlined in the Vacation Leave Policy.
- (d) An Employee on an Adoption or Parental Leave will have the option to either pay one hundred percent (100%) of their benefit premium costs for LTD, Life, Accidental Death and Dismemberment, Dental and Extended Health Care insurance for the duration of their absence or opt out of benefits during the period of their leave. For LAPP pension benefits, an Employee may choose to purchase their leave as per the Employee contribution rates set by the Local Authorities Pension Plan and in accordance with the terms and conditions of the agreement between the College and the Local Authorities Pension Plan.

41.15 Leave for Court Appearances

- (a) Leave with pay shall be granted to an Employee who is:
  - (i) Summoned to serve jury duty;
  - (ii) Subpoenaed as a witness in court action not involving litigation in which the Employee is a principal;
  - (iii) Subpoenaed to represent the College as a witness or defendant; and/or

- (iv) Involved in litigation as a result of action related to carrying out their official College duties and responsibilities.
- (b) In cases where an Employee's private affairs have occasioned a court appearance, such leave to attend at court shall be granted without pay.
- (c) An Employee in receipt of regular earnings while serving at court shall remit to the College all moneys paid to them by the court, except traveling and meal allowances.

41.16

Flexible Personal Leave

An Employee who requires time off from work shall be granted Flexible Personal Leave without loss of pay upon approval by the supervisor to a maximum of two (2) working days per fiscal year or the equivalent in hours. Time off may be requested in one-half (1/2) hour increments. For Part-Time members, this entitlement shall be pro-rated based upon their normal or scheduled hours of work.

The parties recognize that an Employee may be unable to report to work for their regularly scheduled shifts, due to circumstances of pressing necessity which requires the Employee's personal attention and cannot be served by others or attended to by the Employee at a time when the Employee is normally off duty.

The circumstances under which Flexible Leave shall be approved are as follows:

- (a) Moving the Employee's household effects resulting in a change of address for the Employee;
- (b) Attendance at the birth or adoption proceedings of the Employee's child or grandchild;
- (c) Administration of an estate;
- (d) *Attendance*  
~~Attend once~~ at formal hearings to become a Canadian Citizen;
- (e) Attend to a household emergency at the Employee's place of residence and requires the Employee's personal attention (e.g. natural disaster, flooded basement, furnace/heating outage, plumbing issues, etc.);
- (f) Breakdown of the Employee's vehicle which impacts the Employee's ability to attend work;
- (g) Employee's involvement in a minor vehicular accident which impacts the Employee's ability to attend work; and/or
- (h) Weather or road conditions such as when roads are closed by emergency personnel and make it unsafe for the Employee to attend work.



An Employee may be required to submit satisfactory proof to the Employer demonstrating the need for Flexible Leave.

Employees will provide a comment when entering their absence online to indicate which of the above circumstances apply to Flexible Leave Day(s) requested.

41.17 An Employee shall not accrue service time:

- (a) While on Long Term Disability as per Clause 41.05.
- (b) While on a Leave of Absence Without Pay, as per Clause 41.11, where the period of leave exceeds three (3) months

41.18 Other Unpaid Leaves of Absence

An Employee may be granted other unpaid leaves of absence in accordance with relevant legislation.

Requests for such leave(s) must be made in writing to the Chief Human Resources Officer or designate.

**ARTICLE 42: DEFERRED SALARY LEAVE**

42.01 Subject to the approval of the appropriate Vice President, an Employee may participate in a Deferred Salary Leave Plan. The College shall administer the plan in accordance with the plan document dated December, 1986, and revised from time to time.

42.02 The number of Employees on a Deferred Salary Leave in a given academic year shall be a maximum of ten percent (10%) of the total Full-Time Permanent Employees on staff at the time.

42.03 The provisions of the Collective Agreement shall not apply during Deferred Salary Leave, except that the Employee may choose, at their own cost, to continue the health care insurance and other benefits that are applicable, subject to the provisions of the contract between the College and the carrier of such benefits.

42.04 An Employee granted a Deferred Salary Leave shall obtain their former position or a comparable vacant position on their return. The period during which a person is on Deferred Salary Leave shall not count toward their service time under this Collective Agreement or toward their earning of an increment.

#### **ARTICLE 43: PROFESSIONAL DEVELOPMENT**

43.01 The College and the Union recognize the value of maintaining a proactive, knowledgeable and innovative workforce. As such, the College encourages and supports Employees, who have completed their probationary period, to pursue professional development activities.

43.02 Professional Development Fund

- (a) In every fiscal year, the College shall make provision in its budget for a professional development fund for the purpose of providing Employees with professional development opportunities.
- (b) Decisions regarding changes to the professional development fund shall be made by the College, in consultation with the Union.
- (c) Employees on an unpaid leave of absence from the College of greater than thirty (30) consecutive days are not eligible to access the professional development fund during their leave of absence.

43.03 Professional Memberships, Conference Attendance and Training

- (a) The College shall make provisions, independent of the professional development fund, for the purposes of Employee membership in professional associations, attendance at professional conferences and training where it is a requirement of the Employee's position at the College.
- (b) In addition to Clause 43.03(a), an Employee may access professional development funds for the purpose of attending professional conferences.
- (c) The College shall make provisions for training where it is a requirement of the Employee's position at the College and shall not require the Employee to access the professional development fund for such training.

#### **ARTICLE 44: ATTENDANCE AT COURSES, SEMINARS AND CONFERENCES**

44.01 Employees who have been approved by their supervisor to attend a training course, seminar, conference, or equivalent during regularly scheduled hours of work shall be allowed time off with pay to attend.

44.02 If an Employee is required by their supervisor to attend a training course, seminar, conference or equivalent they shall be granted equivalent time off in lieu at the applicable overtime rates. Should their attendance necessitate travel on a regularly scheduled day off, they shall be compensated at the applicable overtime rate for these hours.

- 44.03 An Employee who is required, by the College or their supervisor, to attend a training course, seminar, conference or equivalent cannot be required to use Professional Development funding to cover costs of the event.
- 44.04 When an Employee voluntarily attends a training course, seminar, conference or equivalent outside regularly scheduled hours of work or on a regularly scheduled day off, they will not be granted equivalent time off in lieu.

#### **ARTICLE 45: TRAVEL AND EXPENSES**

- 45.01 Employees who incur travel and subsistence expenses in the performance of authorized College business shall be reimbursed for those expenses in accordance with current College policy and rates.

#### **ARTICLE 46: INSURANCE COVERAGE**

- 46.01 All Employees are covered by College insurance while on College business.

#### **ARTICLE 47: PARKING**

- 47.01 The same regulations governing parking facilities that apply to the other College Employees will apply to Employees covered by this Collective Agreement.

#### **ARTICLE 48: TUITION WAIVER**

##### 48.01 Tuition Waiver

- (a) Each Employee (except those referenced in Clauses 3.01(b)(3), (c), and (d) and each member of their immediate family (the Employee's spouse (including common-law or same gender partner), biological or adopted child, and spouse or partner's biological or adopted child, shall be entitled to enroll in College sponsored credit courses without payment of tuition fees, subject to the following conditions:
- (i) Each Employee is entitled to a maximum of nine (9) billing credits in any one (1) fiscal year;
  - (ii) The maximum entitlement shall be two (2) courses per term for an Employee and one (1) course per term for their immediate family as per (a) above. The maximum combined entitlement will not exceed two (2) courses per term; and

- (iii) The eligible person shall be responsible for all costs of supplies, materials or other direct costs, if any, which are required for the course.
- (b) In circumstances where an Employee is on an unpaid leave of absence from the College of greater than thirty (30) consecutive days, the Employee and each member of their immediate family shall not be entitled to the tuition waiver as outlined above.

**APPENDIX A**  
**Salary Grid A to K and STIPEND**  
**July 1, 2017 - June 30, 2019**

Initial step no greater than "STEP 2" without HR approval. (Applies to Level A through K)  
 Hourly rates shown below are based on one thousand eight hundred twenty (1,820) annual hours.

Hourly rates (not shown below) for bargaining unit members at the Child Care Centre are based on 1950 annual hours per Clause 24.02. (Applies to Relief Child Care Educator, Child Care Educator II, and Child Care Educator III)

Stipend rates shown below are monthly rates. (Applies to Resident Attendant)

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
LEVEL A	\$31,528	\$32,789	\$34,102	\$35,464	\$36,882
	\$17.32	\$18.01	\$18.73	\$19.48	\$20.26
LEVEL B	\$35,596	\$37,020	\$38,502	\$40,040	\$41,640
	\$19.55	\$20.34	\$21.15	\$22.00	\$22.88
LEVEL C	\$37,151	\$38,640	\$40,186	\$41,792	\$43,465
	\$20.41	\$21.23	\$22.07	\$22.96	\$23.88
LEVEL D	\$47,361	\$49,254	\$51,222	\$53,273	\$55,406
	\$26.02	\$27.06	\$28.14	\$29.26	\$30.44
LEVEL E	\$53,469	\$55,608	\$57,835	\$60,148	\$62,548
	\$29.38	\$30.55	\$31.77	\$33.05	\$34.36
LEVEL F	\$60,661	\$63,089	\$65,612	\$68,237	\$70,965
	\$33.32	\$34.66	\$36.05	\$37.49	\$38.98
LEVEL G	\$65,293	\$67,903	\$70,619	\$73,443	\$76,382
	\$35.87	\$37.30	\$38.80	\$40.35	\$41.96
LEVEL H	\$70,881	\$73,714	\$76,663	\$79,731	\$82,919
	\$38.94	\$40.49	\$42.12	\$43.80	\$45.55
LEVEL I	\$76,947	\$80,025	\$83,225	\$86,553	\$90,014
	\$42.27	\$43.96	\$45.72	\$47.55	\$49.45
LEVEL J	\$86,870	\$90,348	\$93,962	\$97,719	\$101,625
	\$47.73	\$49.63	\$51.62	\$53.68	\$55.83
LEVEL K	\$97,718	\$101,626	\$105,691	\$109,919	\$114,315
	\$53.68	\$55.83	\$58.06	\$60.38	\$62.80
STIPEND	\$489	\$508	\$528	\$550	\$573

**Effective July 1, 2019:**

The Parties agree that the only item for negotiations shall be general salary adjustments in the Salary appendices of the Collective Agreement. This wage re-opener shall not be construed in any way as “opening the agreement” for negotiations on any other issues by either side. These negotiations may begin no sooner than September 1, 2019.

If the Parties have not been able to agree upon the general salary adjustment, then at any time after November 30, 2019, either Party may give written notice to the other party of its desire to submit resolution of the wage adjustment to Interest Arbitration before a three-member panel comprised of a nominee of both parties and a mutually accepted Chair. If the Parties are unable to agree upon a Chair, the Director of Mediation Services shall appoint one.

The arbitration hearing shall be held no later than January 31, 2020. In reaching a decision the arbitration panel shall consider the matters identified in Section 38 of the *Public Service Employee Relations Act* (PSERA).

## APPENDIX B

### AUPE - POSITION BY PAY GRADE

UPDATED May 8, 2019

Level A	Applied Research Technician I Assistant Technical Support Analyst Athletic Games Attendant Bartender/Concession Worker Costumer Dresser Fitness Centre Attendant Food Services Lab Attendant Guest Services Attendant Gymnasium Attendant Horticulturist RDC Mascot Shop Attendant Sport Facilities Attendant Studio Technician - Performing Arts Studio Technician - Visual Arts Visual Arts Model
Level B	Applied Research Technician II Assistant Resident Maintenance Technician Athletic Games Lead Attendant Athletics PA Announcer Athletics Photographer Campus Recreation Programmer Cook/Child Care Educator Costume Stitcher Development Project Writer Educational Aide ESL Tutor Exercise Programmer Field Technologist Groundskeeper/Mover Maintenance Technician Horticulturist - Lead Marker - School of Trades & Technologies Musical Accompanist Nursing Lab Technician Nursing Research Project Associate Peer Career Coach Peer Mentor Peer Tutor Referee Relief Child Care Educator Residence Attendant

Residence Life – Lead Attendant  
Special Events Server  
Summer Program Attendant  
Summer Program Attendant – Sport

Level C

Academic Aide  
Applied Research Technician III  
Child Care Educator II  
Fitness Centre Lead Attendant  
Guest Services Lead Attendant  
Head Costume Dresser  
Lab Technician, School of Health Sciences  
Language Aide/Tutor  
Marker  
Marker – Creative Arts  
Materials Management Aide  
Props Buyer  
Science Camp Coordinator  
Science Workshop Facilitator  
Special Events Cook  
Special Needs Aide  
Sport Facilities Lead Attendant  
Studio Tech Motion Picture Arts  
Summer Camp Coordinator  
Summer Sport Camp Coordinator  
Text Editor  
Website Content Developer - STEP

Level D

Art Studio Technician  
Biology Laboratory Technologist II  
Child Care Educator III  
Costume Cutter  
Financial Services Technician  
Lighting Technician  
Makerspace Technician  
Materials Management Attendant  
Narrator  
Performing Arts Builder  
Performing Arts Promotions Specialist  
Print Technician  
Scenic Artist  
Student Funding & Awards Associate  
Summer Visual Arts Technician

Level E

Academic Records Coordinator  
Academic Tutor – Math  
Academic Tutor – ESL  
Academic Tutor – Writing



Accessibility Consultant  
Advancement & Activation Advisor  
Animation and Visual Effects Technical Analyst  
Athletic Therapist  
Athletics Administration Coordinator  
Biology Laboratory Technologist I  
Career Services Consultant  
Ceramics Technician  
Chemical Laboratory Technologist  
Community Helpers Coordinator  
Convocation Coordinator  
Donor Events Coordinator  
Donor Relations Advisor  
Facilities Associate  
Fitness & Wellness Coordinator  
Hospitality Services Specialist  
Indigenous Student Services Generalist  
Intake Coordinator  
Learning Skills Strategist  
Materials Management Technician  
Motion Picture Arts Technician  
Physics and Engineering Technologist  
Relief ECS Specialist  
Research Technician  
Resident Maintenance Technician  
Sponsorship Advisor  
Student Connect Centre Advisor  
Technical Support Analyst - Client Services  
Trades Shop Technician - Construction  
Trades Shop Technician - Mechanical/Fabrication  
Trades Shop Technician - Mechanical/Industrial  
Trades Shop Technician - Transportation  
Trades Tool Room Technician - Transportation  
Visual Arts Technician

Level F

Accountant - Financial Services  
Accounting Technician - Accounts Receivable  
Administrative Coordinator - President's Office  
Advising and Recruiting Associate, School of Education  
Assessment Specialist - Library & Program Service  
Audio Technician  
Communications Consultant - Digital Media and Content Writer  
Communications Strategist  
Communications Strategist - Corporate  
Communications Strategist - Creative Writer  
Communications Strategist - Project Writing  
Conference Coordinator, CE  
Data & Information Management Specialist

Design & Fabrication Lab Technician  
Development Communications Consultant  
ECS Specialist  
Education Multi-media Specialist  
Faculty Recruitment Specialist  
Financial Accountant  
Flexible Learning Support Specialist  
Grant Writer  
Graphic Design Specialist  
Head Athletic Therapist  
Head of Wardrobe  
House Technician/Stage Manager  
Infrastructure Analyst  
Lab Coordinator, Simulations  
Lab Technician – Machinist & Fabrication  
Library Marketing & Events Coordinator  
Marketing Strategist  
Mental Health Strategist  
Multi-Media Specialist – Learning Management System  
Program Specialist, Operations  
Project Coordinator, Campus Management  
Promotions Coordinator  
Purchasing Specialist  
Scene Shop Foreman  
Strength, Conditioning & Personal Training Specialist  
Student Connect Centre Advisor – Academic Recruitment  
Student Connect Centre Advisor – Awards  
Student Connect Centre Advisor – Communications  
Student Connect Centre Advisor – Funding  
Student Connect Centre Advisor – Projects  
Student Services Records Coordinator  
Technical Director  
Testing Coordinator  
Testing Services Coordinator  
Video Specialist  
Work Placement Specialist

Level G  
Academic Support Coordinator  
Accounts Receivable Coordinator  
Admissions & Registration Specialist  
Alumni Engagement Coordinator  
Applications Specialist  
Apprenticeship Program Administration Coordinator  
Arts Centre Technical Coordinator  
Business & Reporting Analyst  
Business Development Coordinator  
Client Services Coordinator  
Continuing Education Records Coordinator

Development Systems Coordinator  
 Disability Resources Coordinator  
 Electrical & Alternative Energy Lab Technician  
 Engineering Lab Technician – Electrical/Instrumentation  
 Engineering Lab Technician – Manufacturing  
 Engineering Lab Technician – Mechanical  
 ERP Application Specialist  
 Hospitality Services Coordinator  
 Learning Commons Coordinator  
 Library Makerspace & Technology Coordinator  
 Placement Coordinator  
 Program Coordinator – Corporate  
 Programs Administration Coordinator – Trades  
 Project Accountant  
 Project Coordinator – Student Services  
 Residence Operations Coordinator  
 Scheduling Coordinator  
 School of Health Sciences Laboratory Coordinator  
 Senior Contract & Insurance Specialist  
 Senior Purchasing Specialist  
 Senior Technical Support Analyst  
 Student Connect Centre Specialist  
 Student Information System Coordinator  
 System & Network Administrator

Level H

Administrative Coordinator  
 Advising & Recruiting Specialist  
 Associate Database Administrator  
 Budget Specialist  
 Community & Alumni Giving Coordinator  
 CNC Fabrication Specialist  
 Events & Community Engagement Coordinator  
 Fitness & Wellness Services Coordinator  
 Industry and Partner Engagement Lead  
 IT Business Operations Coordinator  
 Major Gifts Officer  
 Materials Management Coordinator  
 Payroll Coordinator  
 Planning & Reporting Specialist  
 Policy Specialist  
 Project & Facility Coordinator  
 Project Coordinator, 2019 Canada Winter Games  
 Project Coordinator, University Transition  
 Sports Facilities & Event Services Coordinator  
 Telecommunications Coordinator

Level I

Advising & Recruiting Coordinator  
 Applied Research Specialist

Assessment & Articulation Services Coordinator  
Business Development Coordinator, School of Continuing Education  
Communications Coordinator  
Database Administrator  
Distance Learning & Testing Services Coordinator  
Facilities Coordinator  
Indigenous Student Services Coordinator  
Infrastructure Architect  
Marketing Coordinator  
Program Coordinator - Be Fit for Life  
Program Coordinator - Continuing Education  
Program Coordinator - Indigenous Projects  
Project Coordinator - Cooperative Trades Training  
Project Manager, Facility Infrastructure and Engineering  
Science Lab Coordinator

## APPENDIX C

### SUPPLEMENTAL UNEMPLOYMENT BENEFIT PLAN

#### Supplemental Unemployment Benefit (SUB) Plan

- A. All eligible 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 Employment 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, Employment Insurance benefits under the plan.
  - (2) SUB is payable for a period during which an Employee is not in receipt of Employment Insurance benefits if the only reason for non-receipt is that the claimant is serving the two week Employment Insurance waiting period.
- D.
  - (1) The benefit level paid under this plan is set at ninety-five percent (95%) of the Employee's regular weekly earnings.
  - (2) The combined weekly rate of the Employment Insurance benefit and SUB payments will not exceed ninety-five percent (95%) of the 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 Employment Insurance 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.

**APPENDIX D**

**Flexible Work Schedule Agreement**

This letter of agreement confirms that \_\_\_\_\_ (Insert Employee’s Name) has voluntarily entered into a flexible work schedule agreement in the position of \_\_\_\_\_ (Insert Position Title) with \_\_\_\_\_ (Insert supervisor’s Name) as of \_\_\_\_\_ (Insert Start Date of Agreement).

This flexible work schedule will be (check which option applies):

Option 1: If the hours of work are regularly scheduled they may exceed 7 hours per day, but shall not exceed 35 hours per week. If they exceed 35 hours per week then the provisions of Article 26 Overtime shall apply. This option does not require any additional tracking of the hours, only the letter of agreement specified in 25.01.

Given the selection of Option 1 above I understand that my work schedule will be described as follows:

	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Start Time:							
Finish Time:							
Number of Hours:							

Days of the Week:

Option 2: If the hours of work are irregular, they shall be managed such that they may exceed 7 hours per day and 35 hours per week, but shall not exceed the normal full time hours in two consecutive pay periods. If they exceed the normal full time hours in two consecutive pay periods then the provisions of Article 26 Overtime shall apply.

This option does not allow for an Employee to exceed 12 hours per day or 5 days in a work week.

This option does require daily tracking of the hours on the form in Appendix E that will be completed by the Employee and approved by the supervisor on a pay period basis.

This agreement will end on \_\_\_\_\_ (Insert date here).

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
AUPE Representative Signature

\_\_\_\_\_  
supervisor Signature

\_\_\_\_\_  
Human Resources Representative Signature

Copy: Payroll  
Personnel File

## APPENDIX E

### TIME TRACKING SHEET FOR FLEXIBLE WORK SCHEDULE

Please use electronic copy found on the HR Tab on TheLoop under Collective Agreements - AUPE



LETTER OF UNDERSTANDING

BETWEEN

RED DEER COLLEGE

AND

ALBERTA UNION OF PROVINCIAL EMPLOYEES LOCAL 071 CHAPTER 014

**LETTER OF UNDERSTANDING 01**

**Hours of Work for Casual Positions  
in School of Creative Arts**

It is understood and agreed between the parties on a without precedent, without prejudice basis that:

1. The provisions of Article 24.01, 24.03, and 26.01 as they apply to the casual positions of Costume Dresser, Lighting Technician, Performing Arts Builder, Scenic Artist, Studio Technician, Costume Stitcher, Audio Technician and Head Costume Dresser be amended during the production period extending from pre-production through to post-production as follows:
  - 23.01 The normal hours of work for the casual positions of Costume Dresser, Lighting Technician, Performing Arts Builder, Scenic Artist, Studio Technician, Costume Stitcher, Audio Technician, and Head Costume Dresser shall be eight (8) hours per day and forty-four (44) hours per week.
  - 23.03 The normal work week for the casual positions of Costume Dresser, Lighting Technician, Performing Arts Builder, Scenic Artist, Studio Technician, Audio Technician, Costume Stitcher, and Head Costume Dresser shall consist of up to six (6) work days with a minimum of one day of rest.
  - 25.01 The positions of Costume Dresser, Lighting Technician, Performing Arts Builder, Scenic Artist, Studio Technician, Costume Stitcher, Audio Technician and Head Costume Dresser shall be paid overtime for hours worked in excess of eight (8) hours per day and in excess of forty-four (44) hours per week.
2. Additionally, that the casual positions of Costume Dresser, Lighting Technician, Performing Arts Builder, Scenic Artist, Studio Technician, Costume Stitcher, Audio Technician, and Head Costume Dresser shall be entitled to the provisions of Article 25 Flexible Work Schedule provided the term of employment extends for a period of at least two (2) consecutive pay periods.

DEFINITIONS:

Pre-Production: The time period leading up to a theatre production which allows for the necessary preparations related to running a production.


Post-Production: The time period following a theatre production which allows for the tear-down and clean-up after the final show.

The period for pre-production and for post-production is unique to each position. These periods are defined as follows:

Position	Pre-Production	Post-Production
Costume Dresser	2 weeks	1 week
Lighting Technician	4 weeks	1 week
Performing Arts Builder	4 weeks	1 week
Scenic Artist	4 weeks	1 week
Studio Technician	4 weeks	1 week
Head Costume Dresser	3 weeks	1 week
Costume Stitcher	4 weeks	1 week
Audio Technician	4 weeks	1 week

  
 \_\_\_\_\_  
 On behalf of the Employer

*July 19, 2019*  
 \_\_\_\_\_  
 Date

  
 \_\_\_\_\_  
 On behalf of the Union

*July 12<sup>th</sup>, 2019*  
 \_\_\_\_\_  
 Date

LETTER OF UNDERSTANDING

BETWEEN

RED DEER COLLEGE

AND

ALBERTA UNION OF PROVINCIAL EMPLOYEES LOCAL 071 CHAPTER 014

**LETTER OF UNDERSTANDING 02**

**Resident Attendant Stipend**

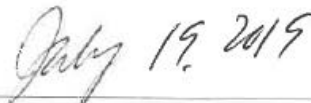
The undersigned parties hereby agree to provide a monthly stipend payment to individuals employed as Resident Attendants as per the Stipend rates outlined in Appendix A.


The stipend amounts were based on the average number of hours the incumbents in this position worked on a monthly basis, in the last calendar year. In 2017 this approximate amount was 25 hours. The stipend amount was calculated by multiplying the 25 hours by the hourly rate applicable in Level B. Initial step placement on the stipend grid shall be determined by the College and is commensurate with relevant experience and the number of tenants a Resident Attendant is responsible for.

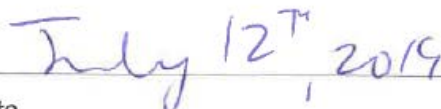
The following provisions of the Collective Agreement do not apply to Resident Attendants:

- Conversion to permanent position as per Article 18
- Acting Appointment and Responsibility Pay as per Article 23
- Flexible Work Schedule Arrangements as per Article 25
- Shift Differential as per Article 27
- Contracting Out as per Article 33
- Layoff and Recall as per Article 35
- Vacation as per Article 38
- Benefits as per Article 39
- Leave as per Article 41
- Deferred Salary Leave as per Article 42
- Professional Development as per Article 43
- Attendance at Courses, Seminars and Conferences as per Article 44
- Tuition Waiver as per Article 48

  
\_\_\_\_\_  
On behalf of the Employer

  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
On behalf of the Union

  
\_\_\_\_\_  
Date

LETTER OF UNDERSTANDING

BETWEEN

RED DEER COLLEGE

AND

ALBERTA UNION OF PROVINCIAL EMPLOYEES LOCAL 071 CHAPTER 014

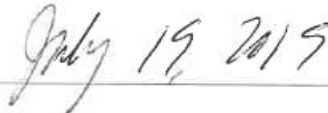
LETTER OF UNDERSTANDING 03

**Overtime in Advising and Recruiting**

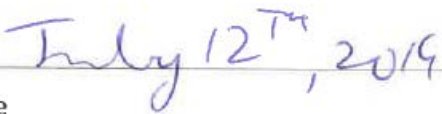
It is understood and agreed between the parties on a without precedent, without prejudice basis that:

The provisions of Article 26.06(c) be waived for those individuals employed as Advising and Recruiting Specialists, Associates, and Coordinators with the understanding that all banked overtime hours will be paid out by June 30<sup>th</sup> of each year.

  
\_\_\_\_\_  
On behalf of the Employer

  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
On behalf of the Union

  
\_\_\_\_\_  
Date

LETTER OF UNDERSTANDING

BETWEEN

RED DEER COLLEGE

AND

ALBERTA UNION OF PROVINCIAL EMPLOYEES LOCAL 071 CHAPTER 014

**LETTER OF UNDERSTANDING 04**

**Amendment to Article 17.02**


Without prejudice, the undersigned parties agree to enter into this Letter of Understanding to amend Article 17.02(f)(ii) for AUPE members whose classification level was impacted negatively as a result of the implementation of the new classification plan at Red Deer College such that:

- (f) (ii) AUPE members employed at Red Deer College as of June 15, 2010, whose position was reclassified to a lower level in the bargaining unit through no fault of their own, shall not suffer any loss of pay or reduction in classification level or step. The incumbent of the position will continue to advance through the steps of their former classification level and will be eligible for any future general salary increases that are negotiated.

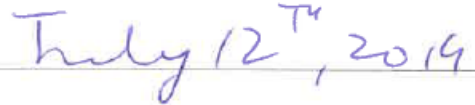
This means that any AUPE members employed with the College as of June 15, 2010, whose salary prior to the implementation of the new classification system exceeded the salary level for their position in the new system, will continue to be paid based on the salary grid which was effective July 1, 2009 - June 30, 2010. If increments are still available to them under the salary grid which was effective July 1, 2009 - June 30, 2010, they will continue to earn them as per Article 22.

Anyone hired into a position after June 15, 2010 will be placed and paid according to the current salary grid and the Collective Agreement.

  
\_\_\_\_\_  
On behalf of the Employer

  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
On behalf of the Union

  
\_\_\_\_\_  
Date

LETTER OF UNDERSTANDING

BETWEEN

RED DEER COLLEGE

AND

ALBERTA UNION OF PROVINCIAL EMPLOYEES LOCAL 071 CHAPTER 014

LETTER OF UNDERSTANDING 05

Provision of Government Funding  
to Child Care Educator Positions at  
RDC Child Care Centre

It is understood and agreed between the parties that:

1. Incumbents of the Child Caregiver positions, the Cook/Child Care Educator, and the Educational Aide at the Red Deer College Child Care Centre will receive income in addition to the Collective Agreement prescribed regular earnings (hourly rate or annual salary as applicable), as a result of funding provided by the Alberta Ministry of Human Services.
2. The amount of this funding changes from time and time and is prescribed in correspondence sent to the Manager of Children's Programs. A copy of this correspondence will be provided to Payroll for processing and audit purposes and will be provided upon request to AUPE.
3. Eligibility criteria may also be prescribed in the correspondence sent from the Alberta Ministry of Human Services and will be followed as directed.
4. Payment will be based on records submitted and authorized by the Manager.
5. This agreement will be in effect for as long as the Alberta Ministry of Human Services continues to provide wage enhancement funding however it will be reviewed on an annual basis to determine whether any changes are required by either party.

  
\_\_\_\_\_  
On behalf of the Employer

*July 19, 2019*  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
On behalf of the Union

*July 12<sup>th</sup>, 2019*  
\_\_\_\_\_  
Date

LETTER OF UNDERSTANDING

BETWEEN

RED DEER COLLEGE

AND

ALBERTA UNION OF PROVINCIAL EMPLOYEES LOCAL 071 CHAPTER 014

**LETTER OF UNDERSTANDING 06**

**Re: FTE Adjustments**

It is understood and agreed between the parties that on a without precedent, without prejudice basis:

At the time of hire or transfer of a Permanent Full-Time or Permanent Part-Time Employee, the College shall state wherever possible, in writing to the Employee, the Employee's current FTE. Pursuant to this Letter of Understanding, such FTE may be amended following discussion between the College and the Union Representative.

**Adjustment of FTE at the Request of an Employee**

**1. Temporary FTE Adjustment**

The Employee shall request in writing to their supervisor and Human Resources a request to adjust their FTE for a specified period of time. This request will be received no later than two (2) months prior to the effective date. The maximum term for such a temporary FTE adjustment is limited to one (1) fiscal year (July 1 to June 30).

The College will discuss the request with the Union Representative and has the right to accept or reject any request for an adjustment of the Employee's FTE based upon operational requirements. The College shall indicate approval or disapproval of the FTE adjustment in writing to the Employee with a copy to the Union Representative.

The College retains the right to determine whether or not to reallocate the available FTE.

Agreement to **temporarily** amend FTE's shall not be considered a violation of the posting provisions of Article 19: Postings and Appointments, or the provisions pertaining to layoff and recall.

**2. Permanent FTE Adjustment**

The Employee shall request in writing to their supervisor and Human Resources a request to adjust their FTE permanently. This request will be received no later than November 30<sup>th</sup> for an FTE adjustment in the next fiscal year.

The College will discuss the request with the Union Representative and has the right to accept or reject any request for an adjustment of the Employee's FTE based upon operational requirements. The College shall indicate approval or disapproval of the FTE adjustment in writing to the Employee with a copy to the Union Representative.

The College retains the right to determine whether or not to reallocate the available FTE.

Agreement to **permanently** amend FTE's shall not be considered a violation of the posting provisions of Article 19: Postings and Appointments, or the provisions pertaining to layoff and recall.

**Adjustment of FTE by the Employer**

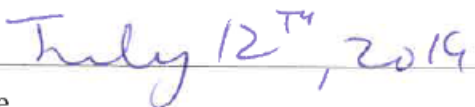
1. The College retains the right to change the FTE based on operational requirements.
2. Where the FTE is reduced, the provisions of layoff and recall will apply. The College retains the right to determine whether or not to reallocate any available FTE.
3. Where the College has an additional permanent partial FTE available and there is a Permanent Part-Time AUPE Member in the same position, the College may offer the increase in FTE to a maximum of 1.00 FTE. Agreement to amend FTE's shall not be considered a violation of the posting provisions of Article 19: Postings and Appointments.

This Letter of Understanding will remain in effect until the expiry of this Collective Agreement.

  
\_\_\_\_\_  
On behalf of the Employer

  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
On behalf of the Union

  
\_\_\_\_\_  
Date



LETTER OF UNDERSTANDING

BETWEEN

RED DEER COLLEGE

AND

ALBERTA UNION OF PROVINCIAL EMPLOYEES LOCAL 071 CHAPTER 014

**LETTER OF UNDERSTANDING 07**

**Re: Contracting of Services for Sign Language Interpreter**

It is understood and agreed between the parties on a without precedent, without prejudice basis that:

The College has historically been and continues to be unsuccessful in finding suitable qualified candidates to fill Term-Certain positions as Sign Language Interpreters. The College has an obligation to accommodate students with disabilities, which may include providing support through a Sign Language Interpreter.

The parties agree that the College will take the following steps to ensure the work of the Sign Language Interpreter is completed:


1. The College will continue to post Sign Language Interpreter employment opportunities on the Red Deer College Employment page and will hire Sign Language Interpreters as Employees within the AUPE bargaining unit in circumstances where they are successful in attracting qualified candidates.
2. When the College is unable to hire a Sign Language Interpreter or enough Sign Language Interpreters through the process described in bullet 1 above, the College will contract the services of a Sign Language Interpreter through an agency. The contracted Sign Language Interpreter will provide interpreting services to the student for the period of time required to meet the student's needs. This would normally occur during the period from August 1<sup>st</sup> to June 30<sup>th</sup>.

This Letter of Understanding shall be in effect until June 30, 2020.

  
\_\_\_\_\_  
On behalf of the Employer

  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
On behalf of the Union

  
\_\_\_\_\_  
Date

Copy: Payroll  
Finance

IN WITNESS WHEREOF, the Parties have executed this Collective Agreement by affixing hereto the signatures of their proper officers in that behalf.

Signed this 12<sup>th</sup> day of July, 2019.

ON BEHALF OF RED DEER COLLEGE

  
\_\_\_\_\_

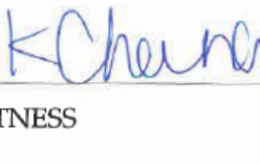
  
WITNESS

\_\_\_\_\_

WITNESS

ON BEHALF OF THE ALBERTA UNION OF  
PROVINCIAL EMPLOYEES

  
\_\_\_\_\_

  
WITNESS