

Amended salary schedules will be posted shortly, upon finalization of the MacEwan/MSA Classification Project.

## **Collective Agreement**

Between

Grant MacEwan College  
Board of Governors

and

MacEwan Staff Association

*July 1, 2008 -- June 30, 2011*

**MAC**EWAN



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Note:

- An asterisk (\*) designates a clause that existed in the previous Collective Agreement which has been amended.
- A double asterisk (\*\*) designates a new clause.

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Note:

- **An asterisk (\*) designates a clause that existed** in the previous Collective Agreement which has been amended.
- **A double asterisk (\*\*)** designates a new clause.

This Agreement is made this 10 day of March, 2009, between:

Board of Governors of Grant MacEwan College (hereinafter referred to as the Board)

AND

Grant MacEwan College MacEwan Staff Association (hereinafter referred to as the Association)

AND

Whereas, the parties are mutually desirous of entering into a Collective Agreement with the intent and purpose to promote a harmonious relationship between the employees and the College, the parties hereto mutually agree as follows:

**1.0 PURPOSE**

1.1 The purpose of this Agreement is to establish the principal terms and conditions of employment for MacEwan Staff Association Members of Grant MacEwan College. In the event of a conflict between the statements contained in this Agreement, and other policy statements of the College established elsewhere, the statements in this Agreement shall prevail in regard to MacEwan Staff Association Members.

1.2 This Collective Agreement shall not apply to:

\* 1.2.1 Positions which have been excluded by mutual agreement of the parties, or pursuant to an Order of the Labour Relations Board.

\* 1.2.2 Students (as defined in Article 3.14), provided they do not replace Association Members, as listed in Appendix "A."

\* 1.3 In order to facilitate the employment of persons under special or cost-shared programs subsidized in whole or in part by Provincial or Federal governments, the parties may mutually agree to the amendment of terms and conditions of employment including wages and benefits.

**2.0 DURATION AND RENEWAL**

2.1 This Agreement shall be binding on all parties to it and shall take effect on the date of ratification, unless otherwise noted, and shall remain in full force and effect until and including the 30th day of June A.D. 2011, and thereafter shall remain in full force and effect until an amended Agreement is ratified.

2.2 During the life of this Agreement, changes to the Agreement shall be made only with the mutual consent of the parties to it. 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 parties to the Agreement.

2.3 Either party may, not earlier than January 1 and not later than January 31st preceding the expiry of the term of this Agreement, give to the other in writing, a notice to commence collective bargaining. Such notice to be addressed to the President of the College if served by the Association, and to the President of the Association if served by the College.

2.3.1 The notice to commence collective bargaining shall:

a) name the one or more persons with authority to:

- 1) bargain collectively,
- 2) conclude a Collective Agreement, and
- 3) sign a Collective Agreement subject to ratification by the membership or the Board, whichever is applicable, and

b) be served personally or by mailing it by registered mail to the last known business address of the addressee, and in the event that the notice is mailed, the date of mailing shall be treated as the date served.

2.3.2 Within fifteen (15) days of receipt of a notice to commence collective bargaining the recipient shall, by notice in writing to the other party, name the one or more persons with authority to:

- 1) bargain collectively,
- 2) conclude a Collective Agreement, and
- 3) sign a Collective Agreement subject to ratification by the membership or the Board, whichever is applicable.

2.3.3 Upon the service of a notice to commence collective bargaining, MSA and the College, without delay but in any event within thirty (30) days after the initial notice is given, shall

- a) meet and commence or cause authorized representatives to meet and commence to bargain collectively in good faith, and
- b) make every reasonable effort to enter into a Collective Agreement.

2.4 Any agreement reached in the aforementioned negotiations shall be effective the 1st day of July following the expiry of the current Agreement, or as otherwise mutually agreed to by the parties to the Agreement,

## 2.5 Impasse Resolution

### 2.5.1 Mediation

In the event the parties are unable to resolve their differences and conclude a replacement collective agreement, they may by mutual agreement refer any items which remain in dispute to mediation in the manner herein after set forth:

2.5.1.1 The party desiring to place unresolved differences before a Mediator shall so advise the other party, in writing, requesting mediation of items in dispute.

2.5.1.2 Within ten (10) working days following the delivery of such notice, the parties shall hold a final meeting to outline the items which remain in dispute, and present their final position on all outstanding items. Following the final meeting, if the mediation process is mutually acceptable to the Parties, they shall jointly appoint a Mediator.

2.5.1.3 The Mediator shall meet with **and** hear the position of both parties on those items the parties have mutually agreed to have mediated, and attempt to effect a settlement agreeable to both parties.

2.5.1.4 If the Mediator cannot bring the parties together in agreement on the items in dispute he shall in his report make a recommendation regarding a settlement of the outstanding items.

2.5.1.5 The parties shall bear equally the expenses of the mediation process.

### 2.5.2 Arbitration

In the event that the parties are unable to resolve their differences and conclude a Collective Agreement by June 30th following the commencement of collective bargaining, either party may refer any items which remain in dispute to arbitration in the manner hereinafter set forth:

2.5.2.1 At any time after thirty (30) days following the expiration of the agreement, the party desiring arbitration shall serve written notice to the other party requesting arbitration of items remaining in dispute.



- 2.5.2.2 Within fifteen (15) days following the delivery of such notice, the parties shall hold a final meeting to outline the items which remain in dispute, and present their final position on all outstanding items. Following the final meeting, if the arbitration process is to proceed, Sub-clauses 2.5.2.3 through 2.5.2.14 shall apply.
- 2.5.2.3 Within fifteen (15) working days after a decision to arbitrate has been reached, the parties shall each name a nominee to the arbitration board.
- 2.5.2.4 Within a further fifteen (15) working days, the two (2) nominees shall endeavour to agree upon a mutually acceptable chairman of the arbitration board.
- 2.5.2.5 If either party fails to appoint its nominee within the time specified or if the two (2) nominees fail to agree upon a chairman within the time specified then in either case, the appointment shall be made by the Minister of Labour upon the request of either party (who shall immediately notify the other party of such a request being made).
- 2.5.2.6 The arbitration board shall have the power to determine its own procedures and shall give full opportunity to the parties to present evidence and be heard.
- 2.5.2.7 After making full inquiry, and without due delay, the arbitration board shall in respect of arbitral items in dispute make its award in writing and such award is final and binding upon the parties and upon any employee of the College affected by it.
- 2.5.2.8 The decision of the majority of the arbitrators is the award of the arbitration board, but if there is not a majority, the decision of the chairman governs and it shall be deemed to be the award of the arbitration board.
- 2.5.2.9 Upon receipt of the award of the arbitration board, the College and the Association shall forthwith prepare a new Collective Agreement giving effect to those matters settled by the parties prior to proceeding to arbitration or at the arbitration hearings together with the award of the arbitration board.
- 2.5.2.10 If either the College or the Association neglects or refuses to participate in the preparation of an Agreement in

accordance with the above Sub-clause 2.5.2.9, the other party may prepare the Agreement and shall submit the Agreement to the arbitration board.

2.5.2.11 Where the arbitration board receives an Agreement and is satisfied that it gives effect to its award the arbitration board shall certify the Agreement as accurate.

2.5.2.12 Upon the Agreement being certified by the arbitration board, the parties shall sign the Agreement,

2.5.2.13 If, at the expiration of ten (10) working days after the date upon which the Agreement has been completed or the arbitration board has certified the Agreement, any party fails to sign it, the Agreement nonetheless becomes binding upon the parties as if they had both signed the Agreement, and is effective from the date specified in the Agreement.

2.5.2.14 Each party shall bear the expense of its respective nominee to the arbitration board and the parties shall bear equally the expenses of the chairman.

2.6 Notwithstanding the time limits referred to in this Article, any of them may be extended at any time upon mutual written agreement of the parties to this Agreement. For the purposes of this Clause 2.6, the time limits may be extended by;

2.6.1 The President of the College, on behalf of the Board, together with

2.6.2 The President of the MacEwan Staff Association on behalf of the Association.

2.7 In the event that any law passed by a Federal, Provincial or Municipal Government renders null and void, or alters, any provisions of this Agreement, the remaining provisions shall remain in effect for the term of the Agreement, and the parties hereto shall promptly meet and attempt to negotiate a substitute for the provision which has been rendered null and void or altered. If no agreement can be reached, the items in dispute shall be referred to arbitration as provided for ~~in~~ this Agreement.

2.8 The College and the Association shall share equally the cost of duplication of revised or replacement Collective Agreements, with such documents promptly distributed by the Human Resources Department to all MacEwan Staff Association Members.

### 3.0 LANGUAGE, CONTEXT AND DEFINITIONS

- 3.1 Wherever in this Agreement words indicating male persons are used, they shall be interpreted as including female persons, unless the context requires otherwise.
- 3.2 "Anniversary Date" means the date twelve (12) months from, and each succeeding twelve (12) months from, the employee's original date of hire in a position within the scope of this Agreement. An anniversary date may be adjusted according to the provisions of Sub-clause 18.2.5.
- 3.3 "Board" means the Board of Governors of Grant MacEwan College.
- 3.4 "College" means Grant MacEwan College, or as appropriate, the College President.
- 3.5 "Department" means an administrative or service unit.
- 3.6 "Employee" means an individual covered by the terms of this Agreement.
- \* 3.6.1 "Continuing Employee" means a person who is employed on a continuous full- or part-time (.5 FTE or greater) appointment, subject to the successful completion of a probationary period in the position, and paid on a monthly basis.
- \* 3.6.2 "Recurring Term **Employee**" means a person occupying a full- or part-time (.5 FTE or greater) position established by the College for recurring specified periods of more than eight (8) months each year. Breaks of up to four (4) months will not affect employee status.
- \*\* Note:  
The amended definition is not intended to impact any existing Recurring Term employees. Therefore, any current Recurring Terms, whose normal term is less than eight (8) months, shall have their status left unchanged.
- \* 3.6.3 "Term **Employee**" means a person who **is** employed in a term position on a full- or part-time (.5 FTE or greater) basis, subject to the successful completion of a probationary period in the position, and paid on a monthly basis:
- a) for a specified period of time from four (4) to twenty-four (24) months (inclusive);

b) to replace an employee occupying a continuing full-or part-time position who is on an approved leave, including sick leave, from the College for a known duration of four (4) months or more.

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Note:

The amended definitions in 3.6.1 and 3.6.3 are not intended to impact any existing employees. Therefore, any Continuing or Term employees on staff at the time of signing the collective agreement, who are scheduled less than .5 FTE, shall have their status left unchanged.

3.6.4 "Casual Employee" means a person who is paid on an hourly basis and employed:

- a) on a call-in or as needed basis; or
- b) on a scheduled basis for up to four (4) months; or
- c) on a scheduled basis **up** to 17.5 hours per week.

3.6.5 "Probationary Employee" means an employee serving a probationary period according to the provisions of Article 5.0.

3.7 "Fiscal Year" means the period **July 1** to June 30.

3.8 "Member" means a member of MacEwan Staff Association.

3.9 "Month" means the period of time between the date in one month and the preceding date in the following month.

3.10 "MacEwan Staff Members" means staff employed in positions that are designated by the College as support and supervisory.

3.10.1 "Support Staff" means employees whose job functions require them to perform duties not normally of a managerial or supervisory nature.

3.10.2 "Supervisory Staff" or "Supervisors" means employees whose job functions require them to perform duties of a managerial or supervisory nature, normally including the day-to-day direction of the work of others.

\* 3.11 "MacEwan Staff Association," "Association," or "MSA" means the Grant MacEwan College MacEwan Staff Association certified under the Public Service Employee Relations Act under Certificate Number 100-2006 on July 10, 2006.

\*

- 3.12 "Probationary Period" means an initial period of employment served by an employee holding a Continuing, Recurring Term or Term appointment, during which period the employee must demonstrate the ability to perform the duties required of the position.
- 3.13 "Seniority" means the length of continuous employment within the scope of this agreement from the employee's original date of hire, **and** includes employment during **an** absence;
- for parental leave; or
  - leave with pay; or
  - leave without pay not exceeding four **(4)** months; or
  - leave without pay for any period when in receipt of disability benefits.
- 3.14 "Student" means a person who is enrolled in a secondary or post secondary institution. Students may not perform work that would otherwise be performed by an employee who is a MSA member.
- 3.15 "Trial Period" means an initial period of employment served by **an** employee in a Continuing position as a result of transfer or reassignment, during which the employee must demonstrate the ability to perform the duties required of the position.
- 3.16 "Working **Day**" means a day during which normal College operation.. occur, and does not include Saturday, Sunday, statutory holidays or other holidays declared by the College from time to time.
- 3.17 Wherever in this Agreement specific authority is placed in the position of an Administrator, Officer, Executive Officer, or the President, it is understood that, if necessary, such authority may be exercised by the individual in the position at the next higher level of authority.
- 3.17.1 "President" means the President of Grant MacEwan College.
- 3.17.2 "Executive Officer" means the College President, or a Vice President or equivalent as described in Board Employment Policy #D1050.
- 3.17.3 "Officer" means a Dean or Director or equivalent as described in Board Employment Policy #D1040.
- 3.17.4 "Administrator" means a Coordinator or equivalent as described in Board Employment Policy #D1030.

#### 4.0 **RECOGNITION AND MEMBERSHIP**

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

\* 4.2 The College recognizes the Association as the exclusive bargaining agent for the unit of employees described in the Public Service Employee Relations Act Certificate #100-2006.

4.2.2 No employee shall be required to agree to terms and conditions of employment that conflict with the terms of this Agreement.

4.2.3 No employee shall negotiate terms and conditions of employment that conflict with the terms of this Agreement without the consent of the Association.

4.2.4 All employees covered by this Agreement, and eligible for membership in the MacEwan Staff Association, shall either be members of the Association or be required to pay a service fee to the Association equal to the membership fee.

4.2.5 The College shall deduct the Association's monthly dues from the pay of each employee. The Association shall advise the College, in writing, of any change in the amount of the regular monthly membership dues. Such notice shall be communicated to the Human Resources Department at least twenty (20) working days prior to the effective date of the change.

4.2.6 The Human Resources Department shall advise the Association, on a monthly basis, of all newly hired employees.

4.2.6.1 The Association shall promptly advise the Human Resources Department of any change to its Executive Committee.

4.2.7 Where possible, and subject to regular College operations being unaffected, MSA Members may be released:

- a) at 3:00 p.m. twice yearly to attend MSA general meetings;
- b) at 3:00 p.m. to attend monthly executive meetings.

Requests for such time off will not be unreasonably denied. Staff will not be given "time in lieu" if they do not attend these meetings.

4.2.8 No employee shall be subjected to discriminatory treatment by reason of the employee's membership in, or participation in the activities of, the Association.

#### 4.3 **Board Policies**

Any changes, additions or deletions to Board Policies, which alter MacEwan Staff Association Members' terms and conditions of employment not encompassed within this Collective Agreement, will not be implemented without consultation with the Association.

#### 4.4 Joint Consultation

By participating and working together both parties can better achieve the College's Mission and Strategic Direction while enhancing the quality of work life for employees.

Through regularly scheduled meetings the joint consultation process provides a cooperative forum in which both parties can discuss items of mutual concern. Through free and frank discussion the issues confronting Administration and Staff can be addressed and the results shared with all constituents.

### 5.0 **PROBATION PERIOD**

5.1 Upon appointment an employee shall serve a probationary period.

5.1.1 Support staff shall serve a probationary period of up to six (6) months.

5.1.2 Supervisory staff shall serve a Probationary period of **up** to nine (9) months.

\*\* 5.1.3 The College may extend an employee's probationary period for an additional three (3) months. The employee and the Association will be advised of the reasons for the extension and the employee will **be** provided with a written performance appraisal at the time of the extension.

\* 5.1.4 A probationary period shall be automatically extended by the length of time during the probationary period that the employee is not in receipt of regular salary.

\*\* 5.1.5 If a probationary employee transfers to another position, the probationary period shall continue in the new position.

- \*\* 5.1.6 During the course of an employee's probationary period, he shall receive:
  - a. Reasonable orientation,
  - b. Performance related feedback, and
  - c. Performance reviews in accordance with 12.10.2(a).
- 5.1.7 If a Term employee is reappointed to the same position within twenty-four (24) months of the expiry of his previous appointment, he shall not be required to serve a further probationary period.
- \* 5.1.8 If a probationary employee, in the opinion of the employer is deemed unsuitable, such employee may be terminated at any time during the probationary period, without notice and without recourse to the grievance procedure. In the event the employee has been employed for three (3) or more months, then he will be provided with one week's written notice or pay in lieu of notice. The employer will provide the employee reasons for the termination,
- 5.2 **At** the discretion of the appropriate Officer, an employee who **has** previously been employed by the College in the same or a similar position, or has held an Acting appointment in the same position, may have such previous employment considered part or all of the probationary period. Application to waive part or all of the probationary period may be made in writing to the Human Resources Department by the employee's supervisor, or by the employee with a copy to his supervisor.

\* 6.0 **TRIALPERIOD**

- \* 6.1 Transfer
 

**An** employee may apply through open competition for position openings within the College and if he is the successful candidate, such change shall be actioned as a transfer.
- \* 6.2 Trial
 

Upon transfer to a higher rated position classification a trial period equivalent to Sub-clauses 5.1.1 or 5.1.2 shall apply.
- \* 6.2.1 During the trial period, an employee shall receive:
  - a. Reasonable orientation,
  - b. Performance related feedback, and



c. A performance review shall be conducted at the mid-point of the trial period.

\*\* 6.3 If an employee transfers to a higher rated position classification during his probationary period, then the employee shall immediately begin a trial period at the conclusion of the probationary period.

\* 6.4 Reversion

6.4.1 In the event that an employee proves unsatisfactory in a position during the trial period, or if the employee finds himself unable to perform the duties of the new position, the appropriate Officer or Administrator shall return the employee to his former position, where the position has not been offered to another person; or

6.4.2 If the position has been offered to another person or the position is not available, the Officer or Administrator shall make every reasonable effort to reassign the employee to a position in which he is qualified and capable of performing.

6.4.3 If the College is unable to effect a reassignment which is mutually agreeable, the employee may have his employment terminated upon three (3) months notice or payment of salary in lieu of notice, or a combination thereof.

6.5 An employee's anniversary date shall remain unchanged as a result of a transfer.

\* 7.0 TEMPORARY PERFORMANCE OF OTHER DUTIES

7.1 Acting Appointments

\* 7.1.1 An "Acting" appointment will occur when an individual is temporarily assigned by the appropriate Officer or Administrator to assume the full responsibilities of a higher classification. During the assignment, the employee will vacate his original position. Such employee shall remain under the terms of this agreement.

\* 7.1.2 The employee shall be paid within the salary range for the higher classification as if he were the permanent incumbent for the position. The employee will be placed in the new salary range at the grid step that provides a minimum three (3)% increase above their current rate of pay, except where the appropriate Executive Officer approves a higher rate.

- 7.1.3 The Acting appointment shall not exceed twelve (12) months.
- 7.1.4 An employee who is assigned to an Acting position shall be guaranteed the option of returning to a position at the same level as the one vacated.
- 7.1.5 An employee may be returned to his regular position prior to the anticipated end of his Acting appointment with one (1) month's notice.
- 7.1.6 An employee who has been serving in an Acting position and returns to his regular position shall have his salary adjusted to that which would have been in effect if he had continuously occupied the original position.
- 7.1.7 Holding an Acting appointment will not grant any special rights or preference in a subsequent open competition for the position held on an Acting basis if and when it is to be filled on an ongoing basis.
- 7.1.8 An employee shall be entitled to refuse an Acting appointment without jeopardizing his current employment.

\*\*

## 7.2 **Additional Responsibility Assignment**

- 7.2.1 An "Additional Responsibility" assignment will occur when an individual is temporarily assigned by the appropriate Officer or Administrator to assume specific additional responsibilities from a higher classification. The employee will continue to carry out the majority of the duties within his existing classification during the period of assignment.
- 7.2.2 Additional Responsibility assignment shall not replace the formal reclassification of a position or be used during the time period while awaiting reclassification of a position.
- An** Additional Responsibility assignment shall not exceed one hundred twenty (120) calendar days. In a situation where an extension to the assignment is desired, then a request must be made to Human Resources. Where the assignment is extended, MSA shall be notified of the details of the extension.

- 7.2.3 The minimum period of assignment must be greater than five (5) consecutive working days. Where the assignment exceeds five (5) consecutive working days, all scheduled shifts shall be eligible for Additional Responsibility pay. An employee's Additional Responsibility assignment shall not be broken into periods of five (5) days or less for the purpose of circumventing this provision.
- 7.2.4 An employee assigned additional responsibilities from a higher level in-scope Classification shall receive a premium of three (3)% above his existing rate of pay. An employee assigned additional responsibilities from a higher level out-of-scope classification shall receive a premium of five (5)% above his existing rate, except where the appropriate Executive Officer approves a higher rate.
- 7.2.5 An employee may be removed without notice from an Additional Responsibility assignment.

## 8.0 POSTINGS

8.1 The College and the Association support the principle of selecting the most suitable candidate for vacant positions. The College values its employees and encourages their advancement to higher level positions within the College for which they are qualified.

### 8.2 Posting **Process**

- \* 8.2.1 All continuing, recurring term, and term positions of ten (10) months or greater duration will be filled by competition and will be posted by the Human Resources department for a period of five (5) working days. Internal candidates will be considered.
- 8.2.2 internal candidates may request personal feedback on the competition process.
- 8.2.3 Notwithstanding Clause 8.2.1, where a term employee has been appointed through a posting and employed for twelve (12) months or longer in the same position and subsequently the position is made continuing, the term employee will be appointed to the continuing position.

### 8.3 **Continuing Employee Secondments**

- 8.3.1 A continuing employee selected for a term position shall continue to be treated as a continuing employee during the term appointment. Terms and conditions based on classifications of support or supervisory will be established and paid on the classification of the term position. All premiums paid by the employee and based on salary will be paid on the actual salary received.
- 8.3.2 A continuing employee shall serve a trial period of **twenty** (20) working days in the term position. During the trial period either the College or the employee may elect to discontinue the term appointment and the employee will return to their continuing position.
- 8.3.3 At the conclusion of the term position, or at the end of any extension of the term, the employee shall be entitled to return to their continuing position.
- 8.3.4 Upon the employee's return to the continuing position, the employee's **salary** will immediately return to the rate of pay the employee previously held. **An** employee's anniversary date, for the purposes of qualifying for **an** increment, shall not be changed as a result of the secondment,

### 9.0 **TERM EMPLOYEES**

- 9.1 Term employees may occupy the same Term position for up to twenty-four (**24**) months. **A** term position exceeding twenty-four (**24**) months requires the agreement of the MacEwan Staff Association.
- 9.2 Term appointments may end upon the discontinuance of the project or funding.

### 10.0 **HOURS OF WORK**

- \* 10.1 For employees holding Continuing, Probationary, Recurring Term, or Term appointments, the normal work week shall consist of a maximum of thirty-five (35) hours carried out during the period from 12:01 a.m. Monday through to 12:00 p.m. the following Sunday, the normal **work** day shall consist of a maximum of seven (**7**) hours, and they shall normally have two (**2**) consecutive days off each week.
  - 10.1.1 The daily hours of work shall normally run consecutively, except that at approximately mid-point in the employee's work day, an

unpaid meal period of not less than one-half (.5), and not more than one (1) hour shall be granted.

10.1.2 Employees shall be permitted a rest period of fifteen (15) minutes during each scheduled work period of three and one-half (3.5) hours or more. Such time to be taken in accordance with a schedule arranged with the supervisor.

10.2 Notwithstanding Article 11.0, Overtime, an employee who is unable, due to assignment or responsibility approved by an Officer or Administrator, to leave his station of employment during his meal periods shall be paid for his meal period at his regular rate of pay.

10.3 For employees holding Casual appointments the normal work week shall consist of a maximum of forty (40) hours carried out during the period from 12:01 a.m. Monday through to 12:00 p.m. the following Sunday, the normal work day shall consist of a maximum of eight (8) hours, and they shall normally have two (2) consecutive days off each week.

10.4 Employees shall have not less than eight (8) hours off between scheduled work periods except in the case of overtime or as otherwise mutually agreed.

\*\* 10.5 Where the College determines it necessary to change the schedule of an employee, either on a temporary or ongoing basis, the change shall be implemented on the basis of operational requirements. When the change is implemented on an ongoing basis, an employee may request to be considered for the schedule change and such request shall not be unreasonably denied.

\* 10.5.1 Where the College requires that the scheduled shift of an employee be temporarily changed by more than one (1) hour, it shall provide seven (7) calendar days notice of the change and such change shall not extend beyond fourteen (14) calendar days. Where a change is ongoing or affects an employee's scheduled day(s) off, twenty-eight (28) calendar days notice shall be provided.

If sufficient notice is not provided, overtime will be paid for the first shift so changed, or for that portion of the shift not originally scheduled.

\* 10.5.2 Where an emergency arises, the College may make temporary changes as required without notice to the employee. Such changes shall not remain in effect for more than fourteen (14) calendar days. This provision shall not be used repeatedly so as

to circumvent the requirement for notice given under this Article.

\*

10.5.3 Overtime pay shall not apply where employees mutually agree to trade shifts or start/stop times and the College agrees to the change, or where the College and the employee mutually agree to change.

## 10.6 **Flex Time Agreements**

10.6.1 Normal hours of work, as described in this Article 10.0, may be varied to accommodate a flexible system of working hours provided that such variations are implemented according to this Clause 10.8.

10.6.2 The terms of variation in the normal hours of work (the 'flex time agreement') shall be set out in a written form approved by the Executive Director of Human Resources, agreed to by a majority of the employees and their immediate supervisor in the affected administrative unit, **and** approved by the appropriate Officer or Administrator.

10.6.3 The terms of the flex time agreement shall not result in a reduction in salary to the employees affected by the variation in the normal hours of work.

10.6.4 Overtime entitlements provided under Article 11.0, and other benefits provided by this Collective Agreement shall be adjusted consistent with the variation in hours of work so as not to increase eligibility for same.

10.6.5 Flex time schedules shall be established consistent with the workflow demands of the affected administrative unit. If an employee's average hours of work during a scheduled period exceed those specified in Clauses 10.1 or 10.3, as applicable, then Article 11.0 shall apply.

10.6.6 Proposed flex time agreements shall be forwarded to the Executive Director of Human Resources for written approval. Prior to implementation, the Executive Director will receive confirmation from MSA of their receipt of the written agreements.

10.6.7 Flex time agreements in effect at the date of the signing of this Collective Agreement shall be forwarded to the Executive Director of Human Resources for review and approval.

- 10.6.8 Changes to or cancellations of flex time agreements shall be agreed to and approved in accordance with 10.8.2 and 10.8.6.

## 11.0 **OVERTIME**

11.1 MacEwan Staff Association Members may be required to work hours in excess of the normal hours of work. Such hours shall be considered overtime and must be authorized by the appropriate Officer or Administrator, or his designee, in advance of such time being worked.

11.2 All time worked in excess of the regular work day, regular work week, on a regularly scheduled day off or on a statutory holiday, shall be considered overtime.

11.3 Notwithstanding any other provision of Article 11.0;

11.3.1 For the purpose of calculating overtime entitlements;

- a) an employee who is granted a Casual appointment in addition to his regular appointment shall not be eligible for overtime payment for those hours worked on the Casual appointment, and
- b) when an employee is granted more than one appointment, each appointment shall be considered separate and distinct.

11.3.2 With the mutual written agreement of the employee and the appropriate Officer or Administrator, for the purpose of calculating overtime entitlements;

- a) the hours worked by an employee during a normal work week as described in Clause 10.1 may be averaged over that week, and
- b) the hours worked by a Casual employee during a normal work week as described in Clause 10.3 may be averaged over a seven (7) day period.

11.3.3 Sub-clause 11.4.1.c) shall not apply to Casual employees who work on the Christmas Floater Holidays described in Clause 14.1.

## 11.4 **Overtime - Support Staff**

- 11.4.1
- a) On a regular work day - Support staff shall be compensated for all time worked in excess of the regular work day at the rate of one and one-half (1.5) times their regular rate of pay.
  - b) On a regular scheduled day off - Support staff shall be paid one and one-half (1.5) times their regular rate for all hours worked on a regular scheduled day off.

c) On a Statutory Holiday -Support staff shall be paid one and one-half (1.5) times their regular rate for all hours worked on the holiday plus an additional day off with pay at their regular rate at a time mutually agreeable to the employee and the appropriate Officer or Administrator.

d) During a regular work week - Support staff shall be compensated for all time worked in excess of a regular work week at the rate of one and one-half (1.5) times their regular rate of pay.

e) Overtime entitlements earned under Article 11.0 shall not be cumulative so as to provide for the payment of more than one and one-half (1.5) times the employee's regular rate of pay for any overtime worked.

11.4.2 Support staff may, by way of mutual agreement with the appropriate Officer or Administrator, take time off in lieu of payment for overtime worked, i.e., one (1) hour overtime worked, one and one-half (1.5) hours off.

11.4.3 A choice made under Sub-clause 11.4.2 cannot be changed once selected without the approval of the appropriate Officer or Administrator,

11.4.4 Overtime accrued during each fiscal year shall be taken within six (6) months of the end of the fiscal year, unless the employee receives written approval from the appropriate Officer or Administrator prior to the end of the fiscal year to carry forward banked time. Any unused overtime shall be paid out at the applicable overtime rate.

#### 11.5 Overtime - **Supervisory Staff**

11.5.1 a) On a regular work day - Supervisory staff shall be compensated for all time worked in excess of the regular work day at their regular rate of pay.

b) On a regular scheduled day off - Supervisory staff shall be paid their regular rate for all hours worked on a regular scheduled day off,

c) On a Statutory Holiday - Supervisory staff shall be paid their regular rate for all hours worked on the holiday plus an additional day off with pay at their regular rate at a time mutually agreeable to the employee and the appropriate Officer or Administrator,

d) During a regular work week - Supervisory staff shall be compensated for all time worked in excess of a regular work week at their regular rate of pay.

e) Overtime entitlements earned under Article 11.0 shall not be cumulative so as to provide for the payment of more than the employee's regular rate of pay for any overtime worked.



f) Notwithstanding a) thru e), any overtime hours worked in excess of forty-four (~~44~~) hours per week will be paid at the rate of one and one-half (1.5) time base salary.

11.5.2 Supervisory staff may, by way of mutual agreement with the appropriate Officer or Administrator, take equivalent time off in lieu of payment for overtime worked, i.e., one (1) hour overtime worked, one (1) hour off.

11.5.3 A choice made under Sub-clause 11.5.2 cannot be changed once selected without the approval of the appropriate Officer or Administrator.

11.5.4 Overtime accrued during each fiscal year shall be taken within ~~six~~ (6) months of the end of the fiscal year, unless the employee receives written approval from the appropriate Officer or Administrator prior to the end of the fiscal year to carry forward banked time. Any unused overtime shall be paid out at the applicable overtime rate.

#### 11.6 Call Back

11.6.1 When an employee is called to work at a time outside his normal working hours, he shall be compensated at the applicable overtime rate for actual hours worked during such call back and shall be paid a minimum of three (~~3~~) hours pay or time off at ~~his~~ regular rate, except when such call back forms a continuous period with ~~his~~ normal working hours, in which case no minimum shall apply.

11.6.2 When a call back forms a continuous period with the staff member's normal working hours, his normal working hours shall not be reduced as a result of the call back.

#### 11.7 Shift Premium

11.7.1 Shift premium shall be paid ~~at~~ one (1) dollar per hour on all hours worked from 6:00 P.M. to 7:00 A.M.

11.7.2 Clause 11.7 shall not apply to employees eligible for overtime payment under Article 11.0.

#### 11.8 On Call Pay

11.8.1 On-call is defined as a period of time, outside of an employee's regularly scheduled work hours, during which the employer

designates an employee to be, if so required, immediately available to return to work.

- 11.8.2 On regularly scheduled days off, including vacation and Statutory Holidays, the employee shall be compensated the amount of three (3) hours at his regular rate of pay for each twenty-four (24) hour period on-call. On regularly scheduled work days the employee shall be compensated the amount of one and one-half (1.5) hours at his regular rate of pay for each twenty-four (24) hour period on-call.
- 11.8.3 When an employee is called **back** to work during the period in which he was on-call, he shall be compensated pursuant to Article 11.6.
- 11.8.4 An employee shall not normally be designated to be on-call on two (2) consecutive weekends where other qualified staff are available.

## 12.0 SALARY ADMINISTRATION

- 12.1 The College shall pay salaries and wages to employees covered by this Agreement in accordance with the attached schedule.
  - 12.1.1 On each payday each employee shall be provided with an itemized statement of his earnings and deductions.
  - 12.1.2 An overpayment made to an employee as a result of an error on the part of the College, shall be recovered in a manner that is reasonable under the circumstances.
    - 12.1.2.1 In the event that such overpayment exceeds \$50 and no mutually acceptable arrangement for repayment can be reached, then the period of time during which the overpayment is recovered from the employee's salary shall equal the amount of time during which the total overpayment was accumulated.

## 12.2 **Classification Review**

MacEwan Staff Association Members positions are subject to review according to the provisions of Board Policy #D1240, as amended from time to time.

- 12.3 Each position classification shall be assigned a salary range consisting of:
  - 12.3.1 Minimum Salary,

- 12.3.2 Maximum Salary, and
  - 12.3.3 The position point rating which determines the salary range.
  - 12.3.4 The Position classification titles and salary ranges shall be attached to this Agreement,
- 12.4 An individual employed other than on a full time basis, shall be paid, pro rata, a rate of pay that most closely matches the rate of pay established for a similar full time position.
- 12.5 Increments**
- 12.5.1 Increments shall be granted by the appropriate Officer or Administrator:
    - a) For full time staff, one (1) increment annually on July 1st upon the completion of twelve (12) months of service.
    - b) For full time staff hired after July 2, 2002, one (1) increment annually on the employee's completion of twelve (12) months of service.
    - c) For part time or hourly paid staff, one (1) increment following the accumulation of 1820 hours of service.
    - \* d) For recurring term and term employees, one (1) increment granted following the accumulation of 1820 hours of service.
    - e) Subject to Executive Officer approval increments may be awarded for less than the required period of service.
  - 12.5.2 Increments may be granted in multiples of one-half (.5). A maximum of two (2) increments may be granted in any twelve (12) month period. Increments greater than one (1) shall require Executive Officer approval.
  - \* 12.5.3 Full or partial increments may be withheld for less than satisfactory performance, provided the employee has been advised in writing a minimum of three (3) months prior to their anniversary date of the areas requiring improvement and the expectations for improvement; and that a re-evaluation has taken place prior to the anniversary date.
- 12.6 Salary placement for new hires up to the salary range mid point shall be at the discretion of the appropriate Officer or Administrator. Salary placement above the salary range mid point shall require Executive Officer approval.

- 12.7 Upon the upward reclassification of a position, the incumbent's salary shall be established at a rate commensurate with the qualifications and experience the incumbent held on the effective date of the reclassification.
- 12.7.1 Notwithstanding Clause 12.7, the incumbent's salary rate shall be not less than the rate in effect on the date referred to in Clause 12.7.
- 12.8 If, upon the downward reclassification of a position, or upon the reassignment of **an** employee to a position in a classification with a lower point rating, the incumbent's existing salary rate exceeds the maximum salary rate for the new position classification, the incumbent shall have salary maintained at the existing rate until such time as the maximum salary rate for the new position classification equals or surpasses the incumbent's existing salary rate, for a maximum of twenty-four (24) months from the date of reclassification or reassignment.
- 12.9 Employees shall be provided written advice by the College of any salary changes, outlining the employee's annual salary and salary range grid step.
- 12.10 Performance Management
- 12.10.1 Success of the College depends upon the performance **and** contribution of every employee. Employee performance and success depends upon clear direction, constructive feedback, and positive reinforcement. Successful performance management is a process involving ongoing two-way communication between an employee and supervisor.
- Such communication should focus on, at least,
- a) performance related feedback,
  - b) identification of training and development needs, and
  - c) enhancement of employee performance,
- 12.10.2 The performance of MacEwan Staff Association members shall be subject to review:
- a) at the midpoint and end of the probationary period,
  - b) on the anniversary date of the employee's appointment to a position,
  - c) prior to the recommendation for an extraordinary salary adjustment,
  - d) prior to the recommendation for an appointment status change, and
  - e) at such other times as circumstances warrant.

### 13.0 STAFF DEVELOPMENT

MacEwan Staff Association Members are eligible for staff development assistance according to the provisions of Board Policies #D2010 and #D2020, as amended from time to time.

### 14.0 STATUTORY HOLIDAYS

14.1 The following days shall be observed as statutory holidays:

New Years Day	Labour Day
Family Day	Thanksgiving Day
Good Friday	Remembrance Day
Easter Monday	Christmas Day
Victoria Day	Boxing Day
Canada Day	Christmas Floater Holidays (3)
Civic Holiday in August	

and such other holidays as may be declared from time to time by the Lieutenant Governor or Governor General in council to be observed by the citizens of the Province of Alberta.

\* 14.2 In the event that any of these holidays fall upon a Saturday or Sunday, the College will designate the holiday the next following Monday or as otherwise declared for employees of the Government of the Province of Alberta. The dates designated for Christmas floater holidays will be at the discretion of the College.

14.3 When a statutory holiday falls on a day that would otherwise be an employee's regularly scheduled day off, the employee shall receive an alternate day off. Where such alternate day off cannot be arranged within one (1) month of the holiday, the employee shall receive one (1) day's pay at the employee's basic rate of pay in lieu of the holiday.

14.4 Leave without pay for religious holidays may be granted according to the provisions of Sub-clause 18.2.1.

\* 14.5 To be eligible for statutory holiday benefits, an employee must be actively at work or on an approved leave with pay on their last scheduled working day prior to, during, if required, and their first scheduled working day following, the statutory holiday as observed by the College.

\* 14.6 Eligibility for Other Than Full Time Employees

\* 14.6.1 Part time Continuing, Recurring Term, or Term employees shall be eligible for statutory holiday pay, as per Article 14.1, when they are

regularly scheduled to work on the date of the holiday or the date designated by the college for the holiday. In the event that an employee is scheduled to work both, the employee will only receive the statutory holiday pay for one of the days. These employees shall not be eligible for statutory holiday pay when they are not regularly scheduled to work on the date of the holiday.

- \* 14.6.2 For employees holding Casual appointments - statutory holiday pay at the rate of four (4)% of gross regular earnings.

\* 15.0 VACATION ENTITLEMENT

Vacation entitlements shall be accrued as per below:

15.1 Support staff holding Full Time Continuing appointments;

15.1.1 Up to the end of **six (6)** years of full time equivalent service - fifteen (15) working days annually, earned at the rate of one and one quarter (1.25) days for each full calendar month worked.

15.1.2 From the beginning of the seventh (7<sup>th</sup>) to the end of the fourteenth (14<sup>th</sup>) full time equivalent year of service - twenty (20) working days annually, earned at the rate of 1.67 days for each full calendar month worked.

15.1.3 From the beginning of the fifteenth (15<sup>th</sup>) to the end of the nineteenth (19<sup>th</sup>) full time equivalent years of service - twenty-five (25) working days annually, earned at the rate of 2.083 days for each full calendar month worked.

15.1.4 In the twentieth (20<sup>th</sup>) and subsequent full time equivalent years of service - thirty (30) working days annually, earned at the rate of two and one half (2.5) days for each full calendar month worked.

15.2 Supervisory staff holding Full Time Continuing appointments;

15.2.1 **Up** to the end of three (3) full time equivalent years of service - fifteen (15) working days annually earned at the rate of one and one quarter (1.25) days for each full calendar month worked.

15.2.2 From the beginning of the fourth (4<sup>th</sup>) the end of the tenth (10<sup>th</sup>) full time equivalent years of service - twenty (20) working days annually earned at the rate of 1.67 days for each full calendar month worked.

15.2.3 From the beginning of the eleventh (11<sup>th</sup>) to the end of the nineteenth (19<sup>th</sup>) full time equivalent years of service - twenty-five (25) working days annually earned at the rate of 2.083 days for each full calendar month worked.

15.2.4 In the twentieth (20<sup>th</sup>) and subsequent full time equivalent years of service - thirty (30) working days annually, earned at the rate of two and one half (2.5) days for each full calendar month worked.

Effective January 1, 2009, vacation entitlements shall be accrued as per below:

15.2 Staff holding Full Time Continuing appointments;

15.2.1 Up to the end of three (3) full time equivalent years of service - fifteen (15) working days annually earned at the rate of one and one quarter (1.25) days for each full calendar month worked.

15.2.2 From the beginning of the fourth (4<sup>th</sup>) to the end of the tenth (10<sup>th</sup>) full time equivalent years of service - twenty (20) **working** days annually earned at the rate of 1.67 days for each full calendar month worked.

15.2.3 From the beginning of the eleventh (11<sup>th</sup>) to the end of the nineteenth (19<sup>th</sup>) full time equivalent years of service - twenty-five (25) working days annually earned at the rate of 2.083 days for each full calendar month worked.

15.2.4 In the twentieth (20<sup>th</sup>) and subsequent full time equivalent years of service - thirty (30) working days annually, earned at the rate of two and one half (2.5) days for each full calendar month worked.

\* 15.3 For employees holding Part Time Continuing, Recurring Term, and Term appointments where the Term appointment is full time for one (1) year or more - as per Clauses 15.1 or 15.2, as applicable, pro-rated to the term of the appointment. For Recurring Term employees, they shall receive their entitlement as vacation pay.

Note: The effective date for inclusion of Recurring Term employees under this provision shall be July 1, 2008.

15.4 For employees holding Casual appointments, or Term appointments where the Term appointment is less than full time or for less than one (1) year;

\* 15.4.1 Employees with four (4) or less years of continuous service, where continuous means breaks in earnings of less than three (3) months,

vacation pay at the rate of four (4)% of gross regular earnings. Article 15.5 shall not be applicable.

- \* 15.4.2 Employees with more than four (4) years of continuous service, where continuous means breaks in earnings of less than three (3) months, vacation pay at the rate of six (6)% of gross regular earnings. Article 15.5 shall not be applicable.
- 15.5 An employee, upon request to the appropriate Officer, shall have previous periods of employment considered when establishing rates of vacation entitlement.
- 15.6 Employees may take their earned vacation time at any time during the year, subject to prior approval of the appropriate Officer or Administrator. Requests for vacation utilization shall be filed with the employee's immediate supervisor. Wherever possible, requests should be made at least five (5) working days prior to the first day of vacation.
- 15.7 Employees shall earn vacation at the appropriate rate for each month in which salary is received for eleven (11) or more working days. Determination of the rate of monthly accrual of vacation entitlement will be made on each employee's anniversary date.
- 15.8 An employee shall earn vacation leave while on paid sick leave.
- 15.9 Vacation leave accrued during each vacation year of service shall be taken within twelve (12) months after the end of that vacation year, unless the employee receives written approval from the appropriate Officer or Administrator prior to the end of the vacation year to carry forward vacation entitlement beyond this time. Vacation year is defined as the period July 1 to June 30 of the following year.
- 15.10 Upon the approval of the appropriate Officer or Administrator, vacation entitlement to a maximum of ten (10) days may be utilized prior to the accrual of such entitlement. In the event that an employee leaves his employment and has taken unearned vacation benefits, he shall repay the College for those days outstanding at the time of separation, in a manner suitable to the College.
- 15.11 If a Statutory Holiday as defined under Article 14.0 falls during an employee's vacation, such day shall be paid as a Statutory Holiday and not considered a part of the employee's vacation entitlement,
- 15.12 Employees holding Continuing appointments who resign with proper notice or whose employment is terminated shall receive vacation pay at the regular rates of pay in effect at such time, in lieu of said vacation earned but not



taken. Employees not providing proper notice will receive vacation pay as per Clause 22.4.

- 15.13 If an employee terminates his employment or has his employment terminated while on probation, vacation pay at the rate of four (4)% of earnings, since date of appointment, shall be paid in full settlement of any and all claims for such benefits.

## 16.0 **DISABILITY PLANS**

### 16.1 **Sick Leave**

- 16.1.1 The parties agree that sick leave is for the protection of income that would otherwise be lost due to illness.
- 16.1.2 "Sick leave" means the period of time an employee is absent from work due to illness and in receipt of regular pay.
- 16.1.3 "Illness" means any illness, injury or quarantine restriction which prevents an employee from performing his duties, but does not include leaves of absence due to pregnancy or accidents covered under Worker's Compensation.
- 16.1.4 Sick leave entitlements shall be accrued:
- 16.1.4.1 Effective July 1, 2005, for employees holding Full Time Continuing appointments - one (1) day for each month in which salary is received for eleven (11) or more working days, being accumulated to a maximum of twenty-six (26) days.
- 16.1.4.2 Effective July 1, 2006, for employees holding Full Time Continuing appointments - one (1) day for each month in which salary is received for eleven (11) or more working days, being accumulated to a maximum of twenty-eight (28) days.
- 16.1.4.3 For employees holding Part Time Continuing appointments, or Term appointments where the appointment is full time for ten (10) months or more - as per Sub-clause 16.2.1, pro-rated to the term of the appointment.
- 16.1.4.4 For employees holding Recurring Term appointments where the appointment is .5 FTE or greater and for six (6) months or more as per Sub-clauses 16.1.4.1 and 16.1.4.2,

pro-rated to the term of the appointment. Upon reappointment unused sick leave entitlement shall be carried forward.

16.1.4.5 Article 16.0 shall not apply to employees holding Casual appointments, or Term appointments where the appointment is less than full time or for less than ten (10) months.

\* 16.1.5 Upon the approval of the appropriate Officer or Administrator, sick leave entitlement to a maximum of ten (10) days may be utilized prior to the accrual of such entitlement. In the event that an employee leaves his employment and has taken unearned sick leave benefits, he shall repay the College for those days outstanding at the time of separation, in a manner that is reasonable for the circumstances. An employee affected by position abolishment will not be required to repay any unearned sick leave taken.

\* 16.1.6 When reasonable and appropriate, proof of illness acceptable to the College may be required to substantiate any claim for sick leave, or sick leave benefits. Such requests shall be made during the period of illness. In the event that such ~~proof~~, when requested, is not produced in a reasonable period of time following the leave, such days of absence will be recorded as leave without pay.

16.1.7 No employee shall have his employment terminated for reason of having his sick leave exhausted.

16.1.8 When an employee is laid off due to a shortage of work, he shall not accrue sick leave credits for the period of such absence, but shall, upon recall, retain his cumulative credit, if any, existing at the time of layoff.

## 16.2 Medical Appointments

16.2.1 Time off to attend medical, dental and eye appointments requires prior authorization by the immediate supervisor in advance and shall be scheduled to least interfere with the employee's regular hours of work. This authorization will not be unreasonably denied.

16.2.2 For employees eligible to accrue sick leave entitlements, time off in excess of three (3) consecutive hours during scheduled hours of work shall be charged against sick leave entitlements.

- \* 16.3 Workers' Compensation
  - \* 16.3.1 During the first ninety (90) days which an employee is in receipt of workers' compensation benefits, the following shall apply;
    - \* 16.3.1.1 Vacation and sick leave will continue to accrue.
    - \* 16.3.1.2 The benefit programs which the employee was participating in at the commencement of the receipt of workers' compensation benefits will be continued at no cost to the employee.
- 16.4 Weekly Indemnity (WI)/Long Term Disability (LTD)
  - 16.4.1 The following employees shall be eligible for weekly indemnity and long term disability coverage:
    - 16.4.1.1 Employees holding Full Time Continuing appointments.
    - 16.4.1.2 Employees holding Part Time Continuing appointments of .5 FTE or greater.
    - 16.4.1.3 Insurance premiums shall be one hundred (100)% employee paid.
    - \* 16.4.1.4 Recurring Term, Casual and Term employees do not participate in WI or LTD plans.
    - 16.4.1.5 Subject to plan regulations and underwriter approval.
  - 16.4.2 With the exception of vacation and sick leave accrual and statutory holidays, the employee benefits the employee was participating in at the time disability commenced will continue at no cost during the weekly indemnity benefit period and until the employee has received long term disability benefits for twelve (12) months.
    - 16.4.2.1 Long term disability benefits will continue until the earlier of; by plan definition the employee is no longer entitled to such benefits, becomes age sixty-five (65) or receives retirement benefits from the Local Authorities Pension Plan (or equivalent).
    - 16.4.2.2 The College will pay the employer and the employee contributions to the Local Authorities Pension Plan (or equivalent) as long as the employee remains in receipt of long term disability benefits.

16.4.2.3 Life insurance coverage at the rate in effect at the time the employee became disabled will continue at no cost to the employee as long as he remains in receipt of long term disability benefits.

17.0 **BENEFIT PLANS**

17.1 The College agrees to contribute the following toward employee benefit plan premiums for Full Time Continuing, Full Time Term (ten (10) months to twenty-four (24) months), and Part Time Continuing (.5 FTE or greater) employees participating in a College Group Plan.

\* 17.1.1 Alberta Health Care Plan - eighty (80)% of the single or family premium.

\* 17.1.2 Supplementary Health Care Plan - eighty (80)% of the single or family premium.

\* 17.1.3 Dental Care Plan - eighty (80)% of the single or family premium.

17.1.4 Employee Family Assistance Program - one hundred (100)% of the premium.

17.2 Part Time Term employees (.5 FTE or greater) on appointments of ten (10) months to twenty-four (24) months shall be eligible to participate in the Alberta Health Care Plan, the Supplementary Health Care Plan and Employee Family Assistance Program with premiums in accordance with Clause 17.1.

\* 17.3 Recurring Term employees (.5 FTE or greater) on appointments of ~~six~~ eight (8) months or greater shall be eligible to participate in the Alberta Health Care Plan, the Supplementary Health Care Plan, the Dental Care Plan and Employee Family Assistance Program with premiums in accordance with Clause 17.1.

17.3.1 During periods which the employee is not in receipt of salary, benefits as above, may be continued by the employee provided the employee pays one hundred (100)% of the benefit premium costs.

17.4 In the event, at any time during the life of this Agreement, if any changes to the plans are Contemplated by either party, such changes will only be implemented upon the mutual agreement of the College and the Association.

17.5 The benefit plans provided for under this agreement shall be administered according to the policy agreements between the College and the Underwriters.

17.6 The Employer will provide up to date information to the employee on all employee benefit plans.

18.0 **LEAVE OF ABSENCE**

18.1 The College may grant such leaves of absence with or without pay as it considers appropriate in the circumstances.

18.2 **Leave Without Pay**

18.2.1 Leave of absence without pay for up to two (2) months may be granted, provided the employee requests such leave at least two (2) weeks prior to the Commencement of the leave. Leave requests must be made in writing to the appropriate Officer or Administrator, and approved by the appropriate Officer.

18.2.2 Leave of absence without pay for more than two (2) months may be granted, provided the employee requests such leave at least two (2) months prior to the commencement of the leave. Leave requests must be made in writing to **the** appropriate Officer or Administrator, and approved by the appropriate Executive Officer.

18.2.3 Subject to the policy agreements with the underwriter, and provided the employee pays the full premium thereon, an employee on leave without pay shall be entitled to continue those benefits which he **was** participating in at the commencement of his leave.

18.2.4 An employee granted leave of absence without pay may be returned to his former position or be placed in a comparable position for which he is qualified provided he indicates his intention to return to work by notifying the College of **his** intention to return by a date specified when the leave is approved.

18.2.5 The employee's anniversary date shall be advanced by the number of full months of the leave period, and any employee benefits dependent upon such anniversary date will be adjusted accordingly. However, absences due to parental or disability leave will be included for the purposes of calculating vacation entitlements and for the purposes of notice under Article 23.0, Employees Affected by Position Abolishment.

18.2.6 The employee shall accrue vacation and sick leave benefits during any period of leave without pay only as provided under Clauses 15.7 and 16.1.4.

18.2.7 An employee granted a leave of absence must utilize any accrued vacation entitlement prior to the commencement of the leave.

### 18.3 Parental Leave

\* 18.3.1 **A** Continuing employee who has completed one (1) year of continuous service with the College, or a Recurring Term employee who has completed twelve (12) months of total service, shall be granted a leave of absence without pay for reasons of maternity for a period not to exceed twelve (12) months duration from the date of birth of the child. The employee shall supply written notice for such leave at least one (1) month in advance of the leave, where possible. Written notice shall be made to the appropriate Officer or Administrator.

18.3.2 Extensions of up to three (3) months may be granted by the appropriate Executive Officer.

18.3.3 **A** parent not applying for leave under Clause 18.3.1 and who has completed one (1) year of continuous service with the College, shall be granted a leave of absence without pay as parental leave for a period not exceeding thirty-seven (37) weeks duration. Notice requirements are as outlined in Clause 18.3.1.

18.3.4 **An** employee adopting a child is entitled to leave as outlined in Clauses 18.3.1, 18.3.2, **and** 18.3.3 as applied for, except the requirements for advance notice which shall be such notice as is reasonably possible under the circumstances.

18.3.5 An employee on parental leave shall be entitled to employee benefits as outlined in Article 18.2, Leave Without Pay.

18.3.6 An employee granted leave under this article shall be returned to their former position, or be placed in a comparable position for which they are qualified, providing they indicate their intention to return to work by notifying the College one (1) month before intended date of return.

### 18.4 Compassionate Leave

In the event of the death of an employee's:  
a) husband, wife, or common law spouse

- b) parent, grandparent, or in-law
- c) son, daughter, brother, sister or foster child

an employee so bereaved, on approval of the appropriate Officer or Administrator, may be allowed leave with pay for a period of up to five (5) working days. Such approval shall not be unreasonably withheld.

\* 18.5 **Serious Illness Leave**

\* 18.5.1 Subject to the approval of the appropriate Officer or Administrator, an employee may be granted time off with pay **up** to three (3) working days to arrange or provide for the care of an immediate family member who is hospitalized or seriously ill. Such time off is not intended for casual or routine family illnesses.

18.5.2 Employees who require leave to care for a member of their immediate family who is gravely ill, shall be entitled to up to eight (8) weeks of leave without pay, upon application to their Dean or Director, Extensions to this period may be granted by the appropriate Executive Officer. Benefits and Entitlements will be pursuant to the provisions of Clause 18.2.

18.6 **Court Leave**

18.6.1 The College shall grant leave with pay to an employee called for jury **duty** or when summoned as a witness.

18.6.2 An employee in receipt of his regular earnings while serving at court shall reimburse to the College all monies paid to him by the court, except travelling and meal allowances not reimbursed by the College.

18.7 **Release Time for the Association President and Vice-president**

The College and the Association shall share equally the costs for up to fifty (50)% release time for the Association President and **up** to twenty (20)% for the Association Vice-president. Arrangements for such release shall be made through the Executive Director of Human Resources.

19.0 **TRAVEL**

An employee who is required to travel on College business or who otherwise incurs expenses on behalf of the College shall be entitled to claim expenses and allowances according to the provisions of Board Policy #D 3440, as amended from time to time.

## 20.0 UNIFORMS

Where an employee is required either as a condition of employment or because of the nature of the work to wear uniforms, coveralls or other protective apparel, the College shall provide these items as required at no cost to the employee, for the employee's use. These items shall remain the property of the College.

## 21.0 DISCIPLINE PROCESS

- 21.1 The College and the MacEwan Staff Association recognize the principle of progressive discipline, a process graduated in severity to correct employee misconduct, except where the College believes that particular circumstances warrant moving to more serious action, **up to and including** termination.
- 21.2 Where warranted, prior to disciplinary action, non-disciplinary coaching or Letters of Expectations may be provided to an employee by an in-scope supervisor. The purpose of these actions is to ensure the employee has a clear understanding of the College's expectations for their conduct or performance.
- 21.3 Unless the College believes that particular circumstances warrant moving to more serious action, up to and including termination, the following sequential forms of discipline shall be available when discipline of an employee is warranted:
- written warning;
  - suspension without pay (one or more occurrences of increasing severity);
  - termination.
- 21.4 Except in the case of the dismissal of a probationary employee, no employee shall be disciplined or dismissed except for just cause.
- 21.5 The College and the MacEwan Staff Association believe discipline should be administered in a timely and professional manner. Notice of such disciplinary action shall be given within fifteen (15) working days of the date the Officer or Administrator becomes aware of the alleged incident that prompted the action, shall be in writing, and shall include the reason(s) for the action. Time limits may be extended by written agreement of MacEwan Staff Association and Human Resources,
- 21.6 Where misconduct is investigated or disciplinary action is taken and Human Resources is present, the employee will be informed they have a right to MSA representation.
- 21.7 **All** written notices of discipline shall be placed on the employee's personnel file.



21.8 Subject to Clause 25.1, an employee who feels they have been unjustly disciplined or terminated shall have access to the grievance procedure.

21.8.1 When an employee has grieved a disciplinary action and a designated Officer has allowed the grievance or reduced the penalty levied against the grievor, the personnel file of the employee shall be amended to reflect this action, provided that this action results in the abandonment of the grievance.

21.9 An employee may have access to their personnel file upon request.

21.10 Upon the request of the employee, adverse reports and records of discipline more than twenty-four (24) months old shall be cleared from the employee's file provided no other disciplinary action has been taken against the employee since the incident in question.

21.11 An employee who fails to notify the appropriate Officer or Administrator of any absence from duties, and the reasons thereof, for a period of three (3) consecutive working days, shall be deemed to have abandoned their position and may have their employment terminated forthwith.

## 22.0 **RESIGNATIONS**

22.1 A support staff employee is required to provide the College with at least ten (10) working days prior written **notice** of resignation if he wishes to resign in good standing.

22.2 A supervisor is required to provide the College with at least twenty (20) working days prior written notice of resignation if he wishes to resign in good standing.

22.3 Where an employee cannot meet the required notice period he may arrange for earlier release at the discretion of the College.

22.4 Subject to Clause 22.3, employees with less than four (**4**) full time equivalent years of service who fail to provide notice of resignation according to this Article 22.0 will receive vacation pay out at the rate of four (**4**)% of earnings from their anniversary date, less any vacation time accrued and taken since that date, rather than as otherwise prescribed, Employees with more than four (**4**) full time equivalent years of service will receive **six (6)**%.

## 23.0 **EMPLOYEES AFFECTED BY POSITION ABOLISHMENT**

This article applies to Full Time Continuing or Part Time Continuing College employees who are affected by position abolishment.

The Association recognizes the College's right to organize the workforce and make final determinations of the number and types of positions required. The College recognizes that this article is not to be used for disciplinary issues or for performance management.

23.1 The intent of this article is to:

- provide the Association with notification of the College's intent to reduce the number of employees, before notice is given to affected employees;
- enable the Association and the College to share relevant information on the scope, impact, and timing of potential staff reductions;
- enable the Association and the College to engage in a meaningful discussion of alternatives that may minimize or eliminate the need to reduce staff;
- describe the process for implementing a decision by the College to reduce or reassign staff;
- describe the entitlements and obligations of employees who are affected by position abolishment; and
- ensure that employees affected by position abolishment are treated fairly and equitably,

\* **23.2 Notification**

23.2.1 The College will notify the MacEwan Staff Association of organizational reviews or restructurings where employees are likely to be affected by position abolishment.

23.2.2 The College will notify the MacEwan Staff Association, or designate, if it intends to reduce the number of employees.

23.2.3 Notification is intended to provide the Association and the College with sufficient opportunity to share information and consult under Clauses 23.3 and 23.4 before final decisions are made that affect staff.

**23.3 Information Sharing**

23.3.1 If the College determines it is necessary to reduce the number of positions, the College and Association will meet to share information on the scope, impact, timing, and transitional arrangements relating to position reductions.

23.3.2 The Association will respect the confidentiality of any information provided by the College with respect to specific employees who may be reassigned or terminated as a result of position reductions, until the College has notified the affected employees.

#### 23.4 Consultation

Following Notification and Information Sharing, the Association will be given an opportunity to propose alternatives to the College to minimize or avoid the need to reduce staff. The Association and College will meet to discuss measures to address the interests of affected employees.

#### 23.5 Reassignment

23.5.1 The College may reassign employees whose positions have been identified for abolishment and for whom the College has identified alternative **work**.

23.5.2 Reassignment shall be considered to have occurred if an employee is assigned by the College to a position which is in a classification with a lower point rating than that of the employee's former position, or which has job responsibilities which differ substantially from those of the employee's former position.

23.5.3 Recall rights do not apply to reassignments.

23.5.4 If the employee accepts the reassignment, the College shall review and assign a salary rate to the reassigned employee in accordance with Article 12.0.

23.5.5 If the employee rejects the reassignment, the employee shall be subject to Clauses 23.6 and 23.8, inclusive.

23.5.6 In cases of reassignment the employee's anniversary date shall be unchanged.

23.5.7 An employee who is reassigned shall not be required to serve a trial period in the new position.

23.5.8 A minimum of one (1) month notice shall be given to employees involved in proposed reassignments, unless otherwise mutually agreed.

#### 23.6 Implementation of Position Abolishment

23.6.1 When position abolishment occurs in an area with two (2) or more employees performing the same duties, the College shall consider the employee's seniority in determining the employee or employees who shall be retained.

23.6.2 Once the appropriate Executive Officer has approved the abolishment of a position, the College shall notify the affected employee in writing without delay, and advise them of their options.

**23.7 Notice**

23.7.1 The College shall provide notice of position abolishment of not less than one (1) month for each full year that the employee has worked for the College. Notice shall not be less than one (1) month nor greater than nine (9) months.

23.7.2 The College may require employees to continue to work during some or all of their notice period. If the College does not require an employee to work their full notice period, the employee will choose to receive the unworked portion of their notice period:

as pay in lieu, in the form of monthly salary continuance, or as severance pay, in the form of a lump sum payment.

The College and the employee may mutually agree to notice period **comprised of combinations** of time worked, pay in lieu, and severance pay.

23.7.3 Employees who elect to receive pay in lieu will not be entitled to benefits during salary continuance, but will be eligible for recall,

\*

23.7.4 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 severance payment,

23.7.5 Pay in lieu and severance pay will be calculated by multiplying the number of months to which the employee is entitled (less any time worked during the notice period) by the employee's monthly salary at the date of notice, less statutory deductions.

**23.8 Recall**

23.8.1 An employee notified of position abolishment shall be entitled to be recalled to the first available continuing position of equal position points or up to ten (10) position points less, and the qualifications of their original position. The most senior qualified individual on the recall list will be offered employment first.

\*

23.8.2 Employees who continue to work during their notice period or receive pay in lieu will have recall rights for twelve (12) consecutive

months following the date of notice of the position abolishment, in accordance with Clause 23.6.

- 23.8.3 If an employee accepts an offer to a continuing position of equal position points or up to ten (10) position points less, and the qualifications of the original position, salary continuance will cease and the employee will return to the grid step of former position.
- 23.8.4 If an employee rejects an offer of recall to a continuing position of equal position points or up to ten (10) position points less, and the qualifications of their original position, all rights to recall are waived and salary continuance will cease.
- 23.8.5 An employee who is terminated due to staff reduction and is subsequently recalled within ~~six~~ (6) months or rehired to a Full Time Continuing or Part Time Continuing position within two (2) years of the date of notification of termination, shall be reinstated with all seniority up to the date of termination of employment.

#### 24.0 **LAYOFF AND RECALL**

- 24.1 Layoff is defined as a temporary separation from employment initiated by the College as a result of a shortage of work or operational funding for a period of less than two (2) months.
  - 24.1.1 When a layoff becomes necessary, Full Time Continuing and Part Time Continuing employees shall be given one (1) month written notice or pay in lieu of notice, prior to the commencement date of layoff.
  - 24.1.2 New employees shall not be hired in the same position classification until those laid off have been given an opportunity for recall.
  - 24.1.3 Layoff shall be in reverse order of seniority.
- 24.2 Recall is defined as a request to an employee to return to work when work is again available in the position classification he occupied at the time of layoff.
  - 24.2.1 Recall shall be in the reverse order of layoff.
  - 24.2.2 If an employee has not been recalled within two (2) months of his layoff the position shall be declared abolished and the employee shall be entitled to severance pay according to the provisions of Article 23.0.

\* 25.0 **DISPUTE RESOLUTION PROCESS**

\* 25.1 **Dispute Resolution Principles**

\* The College and the Association have designated the Dispute Resolution Process to:

\* 25.1.1 Encourage respectful discussion by the individuals impacted by disputes that arise in the workplace.

\* 25.1.2 Provide an opportunity for early intervention and resolution of disputes at the lowest levels and in a timely manner.

25.1.3 Allow creativity and truly mutually acceptable solutions that contribute to a positive collaborative work environment, within the spirit of the collective agreement.

25.1.4 Ensure that all parties that are required are present and engaged in the resolution process.

25.1.5 Ensure the appropriate decision makers are present.

\* 25.1.6 Provide the opportunity for individuals to consult with others who might provide assistance, such *as* Human Resources or MSA.

\* 25.1.7 Reduce the stress, conflict and cost associated with unresolved disputes.

\* 25.1.8 Ensure resolution of disputes.

\* 25.2 **Definitions**

\* A dispute can be categorized as:

\* 25.2.1 Issue: any problem, disagreement, conflict or difference involving employees, management or the Association, or

25.2.2 Grievance: any difference regarding the interpretation, operation, application or alleged violation of this agreement. A grievance should be identified as:

25.2.2.1 Individual: directly affecting the rights of a specific employee;

25.2.2.2 Group: directly affecting the rights of a group of employees in the same or similar way, where a common remedy is requested;

25.2.2.3 Policy: a difference between the parties that does not directly affect the rights of an identifiable individual employee or the rights of an identifiable group of employees.

\* 25.3 Problem Solving Stage

\* 25.3.1 An employee, member of management or an Association Representative is encouraged to resolve any dispute through face-to-face discussion.

\* 25.3.2 The discussion should take place at the earliest possible time and should include the sharing of information relevant to the dispute.

\* 25.3.3 The discussion should be respectful, clearly identify and communicate the interests of the person(s) affected by the dispute and explore options to satisfy the interests and mutually acceptable solutions.

\* 25.3.4 Other individuals, such as Human Resources representatives or Association representatives, may be enlisted to help facilitate problem solving.

\* 25.4 Consultation Stage

\* 25.4.1 If a dispute is not resolved by problem solving, or is not believed to be suited for problem solving, any directly affected individual or the Association or College, may refer the matter to the Consultation Stage.

\* 25.4.2 The matter shall be submitted in writing within ten (10) working days of the date that gave rise to the dispute, or that it reasonably came to the attention of the affected individual requesting consultation. The request shall include the details of the dispute.

\* 25.4.2.1 For disputes that relate to an individual or group of employees, a request for consultation shall be submitted to the appropriate out-of-scope supervisor, with a copy to the Senior Manager, Labour Relations.

\*

25.4.2.2 For disputes that relate to a policy matter, a request for consultation by the Association shall be submitted to the Senior Manager, Labour Relations.

\*

25.4.2.3 A request for consultation by the College shall be submitted to the Association President.

\*

25.4.3 Once the request is received, Human Resources will schedule a meeting of the people essential to resolving the dispute (as determined by the Parties), within ten (10) working days. One facilitator will be assigned by each of Human Resources and the Association.

\*

25.4.4 The facilitators will assist and encourage the individuals in respectful discussion, defining the dispute, information sharing, exploration of interests, potential options and achieving mutually satisfying solutions.

25.4.5 All notes taken during the consultation process are confidential and without prejudice to the legal or contractual rights of the Parties.

\*

25.4.6 The parties will endeavor to conclude the consultation process within twenty (20) working days, but may continue the consultation process for as long as they are both satisfied that progress is occurring. At any time, either party can conclude consultation by providing written notice to the other party.

\*

## 25.5 Formal Review Stage

\*

25.5.1 Disputes not resolved at consultation may be advanced to Formal Review as an issue or a grievance. The request shall be submitted in writing within ten (10) working days of the date notice is received that consultation has been unsuccessfully concluded. It shall contain specifics of the issue or grievance, relevant collective agreement articles, and the desired resolve,

\*

25.5.1.1 Individual or group issues or grievances initiated by an employee or the Association shall be submitted to the appropriate Officer, with a copy to the Senior Manager, Labour Relations.

\*

25.5.1.2 Policy grievances initiated by the Association shall be submitted to the Director, Human Resources.

\*



25.5.1.3 Grievances or policy grievances initiated by the College shall be submitted to the President of the Association.

\* 25.5.2 Human Resources will arrange a meeting with the appropriate Officer and any other person essential to resolution of the matter (as determined by the Parties). The date shall be determined within ten (10) working days of receiving the written issue or grievance.

25.5.3 The parties will seek a mutually acceptable resolution to the dispute. They will engage in an open, fair and balanced discussion of the issues, interests, options and potential solutions.

\* 25.5.4 The Officer shall issue a formal written decision within ten (10) working days of the meeting.

\* 25.6 **College President Review**

\* 25.6.1 A grievance not resolved at Formal Review may be advanced to the College President, with a copy to the Director, Human Resources. The request shall be submitted in writing within ten (10) working days from receipt of the decision rendered at the Formal Review stage. It will include details of the dispute, clause(s) of the Collective Agreement at issue, interests, and the resolution desired.

\* 25.6.2 Upon receipt, a meeting date shall be determined within ten (10) working days for the College President, or the designated Executive Officer to hear the grievance. Either party may invite any persons they feel necessary to clarify the issues.

\* 25.6.3 The Association **and** Human Resources will present to the College President/ Designate information pertinent to the grievance and any details they believe will assist in deciding the matter.

\* 25.6.4 The College President/ Designate will issue a formal written decision within ten (10) working days of the above meeting.

- \* 25.7 Arbitration
- \* 25.7.1 Provided the grievance has been properly processed, it may be advanced to arbitration within twenty (20) working days of the decision at the College President's level.
- \* 25.7.2 Notices required under this clause will be given to the Director, Human Resources or the Association President, as applicable. The Association may forward a copy of the notice to the College President.
- 25.7.3 Grievances being advanced to arbitration will include:
- willingness to use a single arbitrator;
  - appointee to a three (3)-member arbitration board if such becomes necessary; and
  - details of the grievance, including items in dispute, clause(s) of the Collective Agreement at issue, and resolution desired.
- \* 25.7.4 The party responding will do so within fifteen (15) working days and shall include in the response:
- willingness to use a single arbitrator; or
  - appointee to a three (3)-member arbitration board.
- 25.7.5 If a single arbitrator is agreed to, the Parties will endeavor to select an agreeable arbitrator, or if Nominees have been appointed, they will endeavor to select the Chair of the Board. In the event these efforts are unsuccessful within ten (10) working days, a request will be made to the Minister of Labor for the appointment of an Arbitrator.
- \* 25.7.6 Prior to the arbitration hearing, the Parties will attempt to prepare an agreed statement of facts for submission to the arbitration board.
- 25.7.7 The Parties shall make every reasonable effort to ensure that presentations to the arbitration board are short and concise.
- 25.7.8 The arbitration board shall meet as soon as possible after appointment to hear such evidence as necessary to ensure a full and fair hearing.
- 25.7.9 The arbitration board shall render its decision, in writing, to the parties as quickly as possible after completing the hearing,

25.7.10 The decision of the majority is the award of the arbitration board and is final and binding on the parties and any person bound by this agreement. If there is no majority, the decision of the Chair governs and shall be deemed to be the award of the arbitration board.

25.7.11 The arbitration board may:

- allow for clerical errors or clerical omissions in the framing of the grievance;
- request the attendance of any witness it deems necessary;
- keep a record of the proceedings;
- request access to any documents or materials relating to the dispute, except those which without prejudice and privileged within the Article;
- quash, confirm, or vary any action taken respecting the suspension, discipline, or discharge of an employee.

25.7.12 The arbitration board may not alter, amend, or change the terms of this Agreement, nor render a decision inconsistent with the terms of the agreement.

25.7.13 Each party to the grievance will bear the expense of its respective nominee to the arbitration board and the two (2) parties shall bear equally the expenses of the Chair or single arbitrator.

\* 25.8 General

\* 25.8.1 The parties may mutually agree to involve a facilitator or mediator (internal or external) at any stage of the Dispute Resolution Process. The expenses of the facilitator or mediator shall be borne equally between the parties.

\* 25.8.2 The parties may mutually agree to bypass stages, return to stages and/or extend the time limits contained in the Dispute Resolution Process. Such agreements will be confirmed in writing.

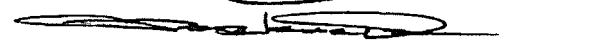
25.8.3 Discussions, proposed resolutions and agreements reached at any stage prior to a referral to arbitrations are confidential and without prejudice to the legal or contractual rights of the parties. The parties may mutually agree to waive confidentiality or the without prejudice designation.

Agreed to this 10 day of March, 2009.

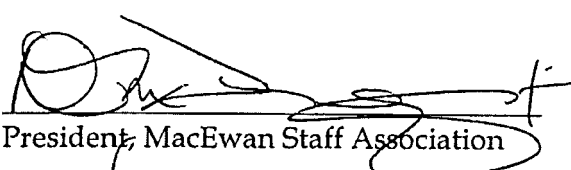
The Grant MacEwan College Board of Governors,

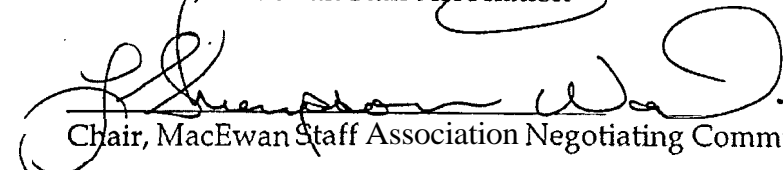
Per:   
Chair, Board of Governors

  
President, Grant MacEwan College

  
Chair, College Negotiating Committee

The Grant MacEwan College MacEwan Staff Association

Per:   
President, MacEwan Staff Association

  
Chair, MacEwan Staff Association Negotiating Committee

**STUDENT POSITIONS**

\* The following is a current listing of Student Positions as defined in Article 3.14.

Proposed Position	Department
Computer Lab Monitor	ITS, Library, Faculty of Arts and Science
Student Shelver	Library
Lab Helper	Faculty of Arts and Science - Science Departments
Residence Assistants	Student Residence
Front Desk Assistants	Student Residence
Summer Assistants	Student Residence
Student Callers	Foundation/Fund Development
Security Student Workers	Security and Parking
Student Helper	<b>Faculty</b> of Arts and Science
Co-op	Accounting, HRM, Office Assistant
STEP	All

No student position, other than those listed in this appendix, shall be utilized without mutual agreement of the parties.

## APPENDIX "B"

### Letter of Understanding for Collective Agreement Orientation and Education

between

Grant MacEwan College

and

MacEwan Staff Association

The parties agree to undertake the following activities during the life of the Collective Agreement:

1.0 Enhanced awareness of Collective Agreement and benefits:

- Offer letters issued by Human Resources to new employees will reference the electronic location of the Collective Agreement. Employees may request a paper copy from Human Resources.
- Offer letters issued by Human Resources to new employees will reference the electronic location of employee benefit entitlements.
- MSA will publish the electronic location of the Collective Agreement and benefit information periodically in the MSA Newsletter.
- The electronic location of the Collective Agreement and employee benefit entitlement information will be published in MacEwan Today semi-annually.

\*

2.0 Communication of new Collective Agreement:

- Human Resources, in consultation with MSA, will create a document outlining changes to the Agreement.
- MSA and Human Resources will collaborate to present joint forums for management **and** supervisory staff at each campus to outline changes to the Collective Agreement.


\*

3.0 Joint Education:

- Throughout the term of the Agreement, Human Resources and MSA will explore the needs and opportunities to jointly develop education courses related to the interpretation of the Collective Agreement. It is recognized however that neither party shall be precluded from individually delivering educational training as they determine appropriate.

Agreed to this 10 day of March, 2009.

  
\_\_\_\_\_  
President, MacEwan Staff Association

  
\_\_\_\_\_  
President, Grant MacEwan College

APPENDIX "C"

Letter of Understanding for Collective Agreement Bi-weekly Systems Capability

between

**Grant MacEwan College**

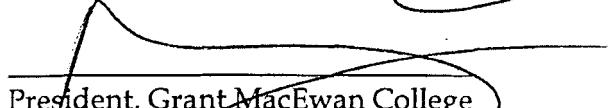
and

**MacEwan Staff Association**

Should the College purchase a new HRIS/Payroll software system during the term of the Agreement, they will ensure that it is compatible with bi-weekly pay periods.

Agreed to this 10 day of March 2009.

  
\_\_\_\_\_  
President, MacEwan Staff Association

  
\_\_\_\_\_  
President, Grant MacEwan College  
President, Grant MacEwan College



\* Letter of Understanding for Collective Agreement Employee Performance and Development Review

between

Grant MacEwan College

and

MacEwan Staff Association


The parties agree to continue the work of the Performance Management Committee towards the goal of achieving a process and implementing a tool that enhances the review process and improves outcomes related to completion rates and staff development.


To that end, the College recognizes MSA as an equal partner in future work in the current pilot project and in the future work related to EPADS-Halogen, as it pertains to the MSA membership.

A number of matters have been identified for further consideration by the Committee. These include, but are not limited to, the following:

- Customization of the tool to address different job classifications.
- Where the electronic tool is housed - who monitors, who has access?
- Joint training of staff and supervisors on the use of the tool.
- Process to make it known that **an** employee has the right to identify up front that they wish to have access to all third party feedback.
- Process to advise employees from whom third party feedback has been requested.
- Training and support for staff in providing third party feedback.
- Timing of performance appraisals.
- Informal feedback and training issues.
- Opportunities for long term employees to allow them to develop and broaden their horizons.

Agreed to this 10 day of March, 2009.

  
\_\_\_\_\_  
President, MacEwan Staff Association

  
\_\_\_\_\_  
President, Grant MacEwan College

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Letter of Understanding re Joint Workload Committee

between

**Grant MacEwan College**

and

**MacEwan Staff Association**

The parties agree to the establishment of a Joint Workload Committee,

The Committee shall meet within ninety (90) days of signing the Collective Agreement to finalize the Terms of Reference of the Committee; however the following items shall outline the purpose and framework of the Committee.

Purpose Statement:

The purpose of the Committee will be to provide a forum for the analysis and exploration of potential solutions related to long term workload concerns. The Committee will not carry authority, but will instead develop recommendations for consideration. Recommendations must be achieved through consensus of the Committee membership. In the event consensus is not achieved, no report will be published.

- Initial efforts to address a workload concern shall always be attempted within the work area between the employee(s) involved and the immediate out-of-scope representative. Only where the initial efforts are unsuccessful may an employee(s) submit an issue to the Committee.
- The Workload Committee will be comprised of **up** to two (2) representatives each from MSA and the College, unless mutually agreed otherwise. It is anticipated that additional employee representatives and management representatives from the **work** area **will** be consulted during a particular review.
- Meetings of the Committee will be regularly scheduled, but members will only meet on an as-needed basis.
- Workload issues available for consideration by the Committee shall be limited to those which are supported by the majority of employees within the job classification in the work area, unless an individual employee or minority group of employees **in**

the classification can clearly distinguish that their work assignment is unique from others in the work area.

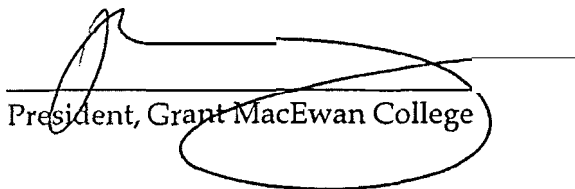
- Workload issues forwarded to the Committee must represent an ongoing concern, rather than an isolated or short term concern.
- The final report, containing a summary of the analysis plus any proposed recommendations, will be distributed to the MSA, as well as management representatives and the Executive Officer responsible for the work area, along with a request for management of the work area to advise the Committee of any actions to be taken.
- The effectiveness of the Committee will be evaluated at the conclusion of the current Collective Agreement. Based on the review, the parties will determine the value of the Committee continuing into the future.

Other:

- The Committee shall develop a standard *Workload* Issue form. All issues forwarded to the Committee shall be submitted on the form.
- Specific details related to Committee processes shall be finalized by the Committee members at their initial meetings.

Agreed to this 10 day of March 2009.

  
\_\_\_\_\_  
President, MacEwan Staff Association

  
\_\_\_\_\_  
President, Grant MacEwan College

**APPENDIX "F"**

**Letter of Understanding for Collective Agreement Contracting Out**

between

**Grant MacEwan College**


and


**MacEwan Staff Association**

The parties agree to the following during the life of the Collective Agreement:

- 1.0 The College has the right to contract out functions of the College's operational units.
- \* 2.0 When MSA or members of MSA are likely to be affected by contracting out, the College will notify the MacEwan Staff Association. Notification will occur at the stage of planning where the College has determined to seriously investigate the possibility of contracting out, but has not yet made any final decisions.
- \* 3.0 The purpose of notification is for the College to provide the Association with sufficient background information to facilitate consultation before final decisions are made by the College. MSA acknowledges that notification and the subsequent consultation process shall not result in unreasonable delays in the implementation of the College's **plans**.
- 4.0 The Association agrees to only release information (written or verbal) to which the College has given prior approval.
- 5.0 Notwithstanding the above, where the contemplated contracting out is not **work** that is presently or traditionally done by MSA members, consultation is not required.

Agreed to this 10 day of March, 2009.

  
\_\_\_\_\_  
President, MacEwan Staff Association

  
\_\_\_\_\_  
President, Grant MacEwan College

Letter of Understanding for Collective Agreement Weekly Indemnity Plan

between

Grant MacEwan College

and


MacEwan Staff Association

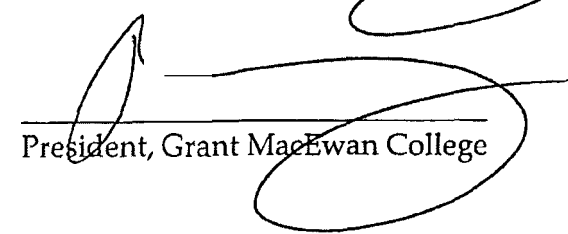
The MacEwan Staff Association and the Grant MacEwan College Board of Governors agree:

Effective September 30, 2005, the College will pay an amount equal to the Weekly Indemnity monthly premium to each MSA employee participating in the Weekly Indemnity Plan. The amount of this payment will be based on the premium amount the employee pays effective July 1 each year.

The College and the MacEwan Association acknowledge that the payment to salary noted previously may impact the tax-free status of the Weekly Indemnity benefit.

Agreed to this 10 day of March, 2009.

  
\_\_\_\_\_  
President, MacEwan Staff Association

  
\_\_\_\_\_  
President, Grant MacEwan College

\*\* Letter of Understanding re Jurisdictional Differences

between

Grant MacEwan College

and

MacEwan Staff Association

Purpose:

The parties have identified a need to address both existing jurisdictional matters as well as those that may arise in the future. In order to do so, the processes set out below have been established to facilitate their resolution.

A. Existing Jurisdictional Issues

In order to deal with positions identified by MSA prior to the current round of bargaining, **and** the appropriateness of their exclusion from the bargaining unit, the parties agree to the following process to be carried out during the term of the agreement.

Procedure:

1. A list of existing disputed positions will be identified by MSA and forwarded to Human Resources.
2. Upon receipt, necessary information for a review of the positions will be accumulated **and** made available to MSA.
3. The parties will meet as necessary in an effort to achieve resolution on matters.
4. In the event the parties reach an impasse on certain positions, MSA will provide written rationale outlining why the positions should be included within their bargaining unit.
5. Upon receipt, the College will provide a written response to the challenges by MSA indicating their rationale for why the positions should remain excluded.
6. If MSA remains dissatisfied with the response of the College, they may make application to the Alberta Labour Relations Board for a determination of appropriate jurisdiction of the position.

In addition, both parties agree to the following:



- Any employee affected by this process shall not suffer a reduction in terms and conditions of employment.
- Where a position in question may potentially impact the Faculty Association, they will be invited to participate in related meetings.
- MSA and the College may mutually agree to utilize a neutral third party in the process. Any decision by the third party would be without prejudice and not be binding on the parties.

The above process is set out to deal with existing jurisdictional matters and will be discontinued once all identified positions have been addressed.

## **B. New Jurisdictional Issues**

Any new jurisdictional disputes shall be addressed through the process described below.

### **Association Initiated Reviews**

Where MSA is of the view that work being performed by an excluded individual is properly within the scope of the bargaining unit certificate, then the following process shall be observed:

#### **Informal Review**

1. **An** MSA Representative will advise the assigned Human Resources Advisor, and the Faculty Association if appropriate, that they have a jurisdictional concern with respect to work being performed.
2. The College will provide the job description in question to MSA for their review.
3. Within fourteen (**14**) calendar days of the job description being provided, MSA will advise the College of any continuing concerns regarding the jurisdiction of the employee in the position, based on the job description. If no concerns are raised, then the matter will be considered concluded.

#### **Formal Review**

1. If MSA continues to have concerns, the College will convene a meeting to allow both parties to further explore the issues. Other individuals familiar with the work in question may be invited to attend the meeting.
2. MSA will respond in writing within fourteen (14) calendar days of the meeting, concluding the matter, **or** advising the College that they wish to further challenge the jurisdiction.
3. If MSA elects to challenge the position, then the rationale for advancing the challenge will be included **with** their notice.

4. Within fourteen (**14**)calendar days of receiving MSA's challenge, the College will respond in writing including their rationale for why the position should be excluded.

#### College Initiated Review

1. Where the College is of the view that work being performed by an MSA member is properly out of the scope of the bargaining unit or should properly fall within the jurisdiction of the Faculty Association, it will contact MSA to arrange a meeting to discuss the issue before any action is taken. If the College's view is that the work should fall under the Faculty Association, then they will also be invited to participate in the meeting. This notification shall also apply when a vacant MSA position is being contemplated for conversion outside of the bargaining unit.
2. During the meeting, the College will share relevant information concerning the basis for exclusion from the bargaining unit.
3. If the parties are unable to reach agreement, then the College will follow up in writing within fourteen (14) calendar days of the meeting outlining their rationale for exclusion of the position from the **bargaining** unit.
4. Within fourteen (**14**)days of receiving the College's correspondence, MSA will respond in writing including their rationale for why the position should be included.

#### Referral

If either party is dissatisfied with the final written response of the other, they may make application to the Alberta Labour Relations Board for a determination of appropriate jurisdiction of the position.


#### General


Any employee affected by this process shall not suffer a reduction in terms and conditions of employment.

MSA and the College may mutually agree to utilize a neutral third party at any stage in the process. Any decision by a third party shall be without prejudice and will not be binding on the parties.

MSA and the College may mutually agree to bypass stages, return to previous stages, and/or extend time limits within the process. Such agreements shall be confirmed in writing.

Agreed to this 10 day of March, 2009.

  
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President, MacEwan Staff Association

  
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President, Grant MacEwan College  
President, Grant MacEwan College

\* **Letter of Understanding for Collective Agreement Employee Benefits Committee**

**between**

**Grant MacEwan College**

**and**

**MacEwan Staff Association**


\* The MacEwan Staff Association and the Grant MacEwan College Board of Governors agree that benefits plan design is a shared responsibility between the College and employee stakeholder groups. As such, a **joint** Employee Benefits Committee shall be established as a standing committee.

The College's Benefits Consultant will act as a resource to the committee.

Terms of Reference will be established by the committee.

Agreed to this 10 day of March, 2009.

  
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President, MacEwan Staff Association

  
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President, Grant MacEwan College

**APPENDIX "J"**

\*

Letter of Understanding re **Sick Leave and Disability** Utilization

between

Grant MacEwan College

**and**

**MacEwan Staff** Association

\*

The Grant MacEwan Staff Association and the Grant MacEwan Board of Governors agree to:

\*

The maintenance of a standing committee re Sick Leave and Disability Utilization, the purpose of which shall be to review on a quarterly basis the statistical data associated with MacEwan Staff Association member usage of sick leave, Weekly Indemnity and Long Term Disability Insurance.

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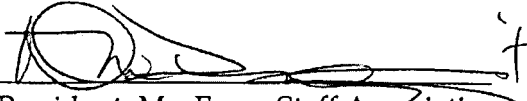
The Committee will be comprised of two (2) members of the MacEwan Staff Association and two (2) members of the College Administration.

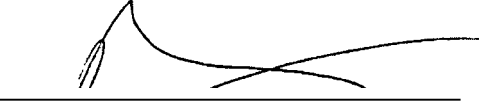
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Information will be provided to Committee members on a quarterly basis by the College to ensure that the objective of the Committee is met, including analysis related to usage, frequency of use and aggregate cost of entitlements. At the request of either party, the Committee may be convened for a meeting. Meetings will not exceed one (1) per quarter unless mutually agreed otherwise.

The College and Association recognize and respect the individual member rights to confidentiality and agree the purpose of the Committee is to review aggregate data and will not be a forum to discuss individual cases.

Agreed to this 10 day of March, 2009.

  
\_\_\_\_\_  
President, MacEwan Staff Association

  
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President, Grant MacEwan College

\* Letter of Understanding for Collective Agreement Salary Re-Opener - **Wage Rates**  
**July 1, 2010**

**between**

Grant MacEwan College

and

MacEwan Staff Association


The MacEwan Staff Association and the Grant MacEwan College Board of Governors agree:


For the July 1, 2010 to June 30, 2011 year of the Collective Agreement there will be a salary re-opener.

The parties agree the only item open for negotiation shall be the general increase to the salary grids contained in the Collective agreement.

The parties shall commence negotiations for a general salary increase no earlier than January 1, 2010 and no later than February 28, 2010. Should the parties fail to reach a settlement on the salary re-opener, the sole **issue** of salary increases **will** be referred to Article 2.5 Impasse Resolution.

Agreed to this 10 day of March, 2009.

  
\_\_\_\_\_  
President, MacEwan Staff Association

  
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President, Grant MacEwan College

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Letter Of Understanding for Health Spending Account

between

the MacEwan Staff Association

and

the Grant MacEwan College Board of Governors

Health Spending Account

The parties agree that, following the elimination of Alberta Health Care premiums on January 1, 2009, the contribution formerly made by the College to those premiums will be used to create a Health Spending Account (HSA) for all eligible MacEwan Staff Association members.


The amount of the funds will be based on College contributions to Alberta Health Care for members receiving this benefit on December 2008 payroll. **This** monthly amount will be multiplied by twelve (12) to determine the total initial funds available. Additional funds will be made available by the employer to deal with potential increased enrolment in the plan.


The parties will continue to meet to finalize the terms of the HSA, utilizing the resources of Johnson Inc.; however the HSA plan shall subscribe to the following principles:

- The HSA shall be established as an ongoing benefit.
- Plan design of the HSA shall be shared responsibility of the College and MSA.
- Eligibility for plan participation shall be limited to those employees who are eligible for the College's Supplementary Health Plan.
- The details of the HSA plan will be consistent with those outlined by Johnson Inc. in their presentation to the respective bargaining committees,



Agreed to this 10 day of March, 2009.

  
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President, MacEwan Staff Association

  
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President, Grant MacEwan College