

Collective Agreement

Between

Grant MacEwan University
Board of Governors

and

MacEwan Staff Association

July 1, 2011 - June 30, 2014

MAC EWAN



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MSA AGREEMENT 2011-2014

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Note:

- An asterisk (*) designates an article that existed in the previous Collective Agreement which has been amended.
- A double asterisk (**) designates a new or significantly amended article.

This Agreement is made this 16 day of May, 2012, between:

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

AND

Grant MacEwan University 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 University, 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 University. In the event of a conflict between the statements contained in this Agreement, and other policy statements of the University 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 RENEGOTIATION

- 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 2014, 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 Renegotiation of Agreement

Either party may, not earlier than January 1st 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 University if served by the Association, and to the President of the Association if served by the University.

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 University, 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 **Effective Date of Agreement / Retroactivity**

2.4.1 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.

**

2.4.2 All employees on staff on the date the Memorandum of Agreement is ratified by both parties, and thereafter, shall be eligible for retroactive wage adjustments for all paid hours with the University.

Individuals who have retired from the University during the term of the new agreement, but prior to ratification, will be eligible for retroactive wage adjustments for their paid hours. Employees who have resigned from MacEwan during this period will only be eligible for retroactivity if they make written application to Human Resources within ninety (90) days of ratification.

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, Articles 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 University 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 University 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 University or the Association neglects or refuses to participate in the preparation of an Agreement in accordance with the above Article 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 Article 2.6, the time limits may be extended by;

- 2.6.1 The President of the University, 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 University 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 Article 18.2.5.
- 3.3 "**Board**" means the Board of Governors of Grant MacEwan University.
- 3.4 "**University**" means Grant MacEwan University, or as appropriate, the University 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.

- ** 3.6.2 **"Recurring Term Employee"** means a person occupying a full- or part-time position established by the University for recurring specified periods of either:
- Ten (10) months (per Article 3.9) each year at a minimum of 0.6 FTE during the specified work period of their term.
 - Nine (9) months (per Article 3.9) each year at a minimum of 0.7 FTE during the specified work period of their term.
 - Eight (8) months (per Article 3.9) each year at a minimum of 0.8 FTE during the specified work period of their term.

Breaks during the specified non-working period will not affect employee status.

Note: An employee in a Recurring Term position less than those identified above, as of ratification of the current collective agreement, will continue to be recognized as a Recurring Term employee, notwithstanding the above definition.

- * 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:
- a) for a specified period of time from four (4) to twelve (12) months (inclusive) for a specified project or temporarily funded position, in accordance with Article 8.3.1.1, or
 - b) to replace an employee occupying a continuing full- or part-time position who is on an approved leave, including sick leave, from the University for a known duration of four (4) months and up to twenty-four (24) months, in accordance with Article 8.3.1.2.

** Note: Any Continuing or Term employee who is scheduled less than .5 FTE, as of November 4, 2008, shall be unaffected by the definitions in 3.6.1 and 3.6.3 above, until such time as they voluntarily vacate the position they occupied on that date.

- 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 for less than 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 by the University and are within the jurisdiction of the MacEwan Staff Association.
- 3.11 **"MacEwan Staff Association," "Association," or "MSA"** means the Grant MacEwan University 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 or WCB payments.

Casual employees shall not be included in the calculation of seniority.

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 University operations occur, and does not include Saturday, Sunday, statutory holidays or other holidays declared by the University 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 University.

3.17.2 "**Executive Officer**" means the University 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 University has not specifically abridged, delegated or modified by this Agreement are retained by the University.

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

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

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

4.2.3 The University shall deduct dues from the pay of each employee and submit them on a bi-weekly basis to the Association. The dues report shall include the employee's name, department, job, employment status, bi-weekly earnings, and bi-weekly dues deducted. The Association shall advise the University, in writing, of any change in the amount of the regular 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.

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** The University will provide the Association with the name, address, and home phone number for each member of the bargaining unit in January of each year.

** The University will provide a seniority report to the Association in January and July of each year.

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

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

4.2.6 Where possible, and subject to regular University 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.

4.2.7 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 University'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 of up to nine (9) months.
 - 5.1.1 The University 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.
 - 5.1.2 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.
 - 5.1.3 If a probationary employee transfers to another position, the probationary period shall continue in the new position.
 - 5.1.4 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. 2(a).
 - 5.1.5 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.
 - 5.1.6 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 University 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 **TRIAL PERIOD**

6.1 **Transfer**

An employee may apply through open competition for position openings within the University 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, an employee shall serve a trial period of six (6) months.

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

8.2 Posting Process

- * 8.2.1 All continuing, recurring term, and term vacancies of ten (10) months or greater duration will be posted by the Human Resources department for a period of five (5) working days and will be filled by competition. Depending on the nature of the vacancy, MacEwan may elect to post the vacancy for internal applicants only, or to open the competition to both internal and external applicants, in which case both the internal and external applicants will receive equal consideration.
- 8.2.2 Internal candidates may request personal feedback on the competition process.

8.3 Term Employees

- ** 8.3.1 Term employees may occupy the same Term position for:
 - 8.3.1.1 Up to twelve (12) months when the Term position is project or funding based.
 - 8.3.1.2 Up to twenty-four (24) months when the position is encumbered but the regular incumbent is on leave from the position.
- * 8.3.2 A Term position exceeding the time limits set out in Articles 8.3.1.1 or 8.3.1.2 may be extended with the agreement of the MacEwan Staff Association.
- * 8.3.3 Term appointments may end upon the discontinuance of the project or funding, or upon the return of the regular incumbent.
- * 8.3.4 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 becomes available on a Continuing basis, the Term employee will be appointed to the Continuing position without competition, notwithstanding Article 8.2.1.

8.4 Continuing Employee Secondments

- ** Definition: Secondments allow the employer to access existing employee skill sets in order to address temporary project needs or special requirements, while providing developmental opportunities to employees. Secondments shall be established under the following terms and conditions:

** 8.4.1 Secondments of up to ten (10) months shall be by appointment. Employees within the immediate work area, who would be considered reasonably qualified, will be informed of the opportunity and allowed to express interest in the secondment. The selection shall be at the sole discretion of the employer, subject to the agreement of the candidate.

Secondments of ten (10) months or longer shall be posted and filled through competition in accordance with Article 8.2.1.

8.4.2 A continuing employee selected for a secondment shall continue to be treated as a continuing employee during the secondment. At the conclusion of the secondment, or at the end of any extension, the employee shall be entitled to return to their continuing position.

8.4.3 A Continuing employee shall serve a trial period of twenty (20) working days in the secondment. During the trial period either the University or the employee may elect to discontinue the secondment and the employee will return to their continuing position.

* 8.4.4 Rates of pay and other conditions of employment will be established on the basis of the classification of the position seconded to. All premiums paid by the employee and based on salary will be paid on the actual salary received.

* 8.4.5 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, subject to any increases that would have otherwise occurred. 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 HOURS OF WORK

9.1 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.

9.1.1 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.

- 9.1.2 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.
- 9.2 Notwithstanding Article 10.0, 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.
- 9.3 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.
- 9.4 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.
- 9.5 Where the University 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.
 - 9.5.1 Where the University 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.
 - 9.5.2 Where an emergency arises, the University 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.

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

* 9.6 **Flex Time Agreements**

** Definition: Flex time agreements allow normal daily and weekly hours of work as described in Article 9 to be extended up to agreed-to levels, without the payment of overtime, within an established averaging period. Over the duration of the averaging period, hours of work shall equate to thirty five (35) hours per week.

9.6.1 A flex time agreement shall be set out in written agreement through a template agreed upon by Human Resources and MSA, and which may be revised from time to time during the life of the collective agreement.

* 9.6.2 A flex time agreement must be supported by a minimum of 75% of eligible employees within a defined work unit and their immediate out of scope manager, plus be approved by Human Resources and the MSA. The determination of eligible employees for voting purposes will be determined by the parties at the time of voting.

9.6.3 A flex time agreement shall not result in a reduction in salary to the employees working it.

9.6.4 Overtime entitlements provided under Article 10.0, and other benefits provided by this collective agreement shall be adjusted consistent with the flex time agreement so as not to increase or decrease eligibility for same.

* 9.6.5 Either the employer or employees (with 75% support) may request to amend or end a flex time agreement following sixty (60) days' notice. Additionally, flex time agreements must be renewed in writing every three (3) years, in accordance with Article 9.6.3 above.

* 9.6.6 Flex time agreements in effect at the date of signing of this collective agreement shall be forwarded to Human Resources within six (6) months for review and approval by Human Resources and MSA. It will be the intent of the parties to avoid

disruptions to existing schedules wherever reasonably possible, in keeping with the intention of this article.

* 10.0 **OVERTIME AND PREMIUMS**

10.1 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.

10.2 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.

10.3 Notwithstanding any other provision of Article 10.0;

* 10.3.1 An employee who is granted a Casual appointment (in a different job), in addition to his regular full-time or part-time appointment, shall have his hours considered separate and distinct for the purpose of calculating overtime entitlement.

** 10.3.2 Casual employees who work on the Christmas Floater holidays described in Article 13.1 shall not be eligible for overtime rates.

10.4 **Overtime**

** 10.4.1 a) On a regular work day - Employees 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 - Employees 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 - Employees 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 - Employees 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 10.0 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.

10.4.2 Employees 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.

10.4.3 A choice made under Article 10.4.2 cannot be changed once selected without the approval of the appropriate Officer or Administrator.

10.4.4 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.

10.6 **Call Back**

10.6.1 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.

10.6.2 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.

10.7 **Shift Premium**

10.7.1 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.

** 10.7.2 Effective July 1, 2012, Shift premium shall be paid at one dollar and thirty cents (\$1.30) per hour on all hours worked from 5:00 P.M. to 7:00 A.M.

10.7.3 Article 10.7 shall not apply to employees eligible for overtime payment under Article 10.0.

10.8 **On Call Pay**

10.8.1 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.

10.8.2 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.

10.8.3 When an employee is called back to work during the period in which he was on-call, he shall be compensated pursuant to Article 10.6.

10.8.4 An employee shall not normally be designated to be on-call on two (2) consecutive weekends where other qualified staff are available.

11.0 **SALARY ADMINISTRATION**

* 11.1 The University shall pay salaries and wages bi-weekly to employees covered by this Agreement in accordance with the attached schedule.

11.1.1 On each payday each employee shall be provided with an itemized statement of his earnings and deductions.

11.1.2 An overpayment made to an employee as a result of an error on the part of the University, shall be recovered in a manner that is reasonable under the circumstances.

* 11.1.2.1 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, as long as this meets the requirements set by Employment Standards and the Canada Revenue Agency.

11.2 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.

11.3 **Increments**

11.3.1 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, excluding unpaid leaves of absence as per Article 18.2.5.

- 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, excluding unpaid leaves of absence as per Article 18.2.5.
- 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.

* 11.3.2 Increments shall not involve half steps in any manner, with the exception of movement greater than one step in cases of outstanding performance, or an employee's final movement from step 8.5 to 9.0. 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.

11.3.3 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.

11.4 Salary Placement

* 11.4.1 Salary placement for new hires up to and including the salary range mid-point, step 5.0, shall be at the discretion of the appropriate Officer or Administrator. Salary placement above the salary range mid-point shall require Executive Officer approval.

** 11.4.2 Upon promotion, an employee shall be placed at a "full" step in the new pay band that provides a minimum 3% increase. There shall be no change in the employee's anniversary date.

** 11.4.2.1 A promotion is defined as the voluntary movement of an employee to a job that is classified in a higher pay band than their existing job.

* 11.4.3 Upon the upward reclassification of a position, an employee shall be placed at a "full" step in the new pay band that provides a minimum 3% increase. There shall be no change in the employee's anniversary date. This increase shall be effective as per Article 11.5.8.

11.4.4 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, if 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.

* 11.5 **Job Evaluation, Review, & Appeal Process**

11.5.1 Each position classification shall be assigned a salary range consisting of:

11.5.1.1 Minimum Salary,

11.5.1.2 Maximum Salary, and

11.5.1.3 The position point rating which determines the salary range.

11.5.2 When significant changes to the duties or responsibilities of a position occur, the University or the employee may initiate an evaluation review.

* 11.5.3 **Employee Initiated Evaluation Review**

11.5.3.1 An employee who considers that the duties or responsibilities of his position have significantly changed since the last evaluation review may request and shall receive a copy of his current position description from his supervisor and may request a review of his position.

11.5.3.2 To initiate a request, the employee must complete a new position description form (Part A) along with a statement as to why a change should be considered to their current classification. This information shall then be forwarded to the employee's immediate supervisor for consideration and completion of Part B of the form. If the employees' immediate supervisor is a member of the Association, Part B must also be signed off by a first level out of scope manager. Once complete, the supervisor shall return the position description form back to the employee.

11.5.3.3 If the employee and manager do not agree on the required job duties, they may enlist the assistance of the Association and Human Resources to resolve the differences. Once agreement is achieved, and only once it is achieved, shall the documentation be considered complete and able to be forwarded by the employee to the Association and Human Resources.

11.5.3.4 A “completed position description form” is one that is completed and signed by the employee and appropriate out-of-scope manager. It also includes a statement as to why a change should be considered to the employee’s current position allocation. Completed position description forms are reviewed as per Article 11.5.5 below.

*

11.5.4 **University Initiated Evaluation Review**

11.5.4.1 A manager who considers the duties or responsibilities of a position to have significantly changed since the last evaluation review may initiate a review of the position. To initiate a request, the manager must complete a new position description form along with a statement as to why a change should be considered to the current classification. Completed position description forms are reviewed as per Article 11.5.5 below.

11.5.4.2 Where there is an incumbent in a position, every effort will be made to ensure that the position description forms are written jointly by the manager and the incumbent, and upon completion, signed by each. If the manager and employee do not agree on the required job duties, they may enlist the assistance of Human Resources and the Association to resolve the differences. If agreement is not reached, the form may be submitted for review without the employee’s signature and will be considered complete.

*

11.5.5 **Position Review**

11.5.5.1 Upon receipt of the completed position description form, Human Resources will review the position. At any point during the review, Human Resources may consult with the Association with respect to the findings.

11.5.5.2 Human Resources will provide a written decision letter to the employee and supervisor within 90 calendar days from receipt of the completed position description form. The Association will be provided with a copy of the Job Evaluation Rationale sheet for the decision, including the breakdown of points. To ensure appeal timelines are not hindered, the above information will be issued simultaneously to all parties.

*

11.5.6 **Position Evaluation Appeal Process**

11.5.6.1 An employee who disagrees with the decision made by Human Resources may initiate an appeal within 14 calendar days of receiving the written decision. If an appeal is not initiated within 14 calendar days, the matter shall be considered resolved and further related action cannot be initiated for 12 months from the date the employee received the decision unless there is mutual agreement to do so.

11.5.6.2 A request to appeal must be presented in writing to the Association by the employee. The employee must also send a copy of the request to Human Resources.

11.5.6.3 If the Association agrees that there are grounds for appeal, the Association will provide detailed written rationale to Human Resources within 60 calendar days of receiving the employee's request. If detailed written support is not provided to Human Resources within the 60 calendar days, the review will be considered resolved and further related action cannot be initiated for 15 months from the date the employee received the original decision, unless there is mutual agreement to do so.

11.5.6.4 Upon receipt of the detailed rationale from the Association, Human Resources will review the appeal documents and advise the Association and the employee in writing within 30 calendar days if the appeal will be granted in part or in full. If the appeal is granted in part or in full, the effective date of the change will be the date that Human Resources received the initial completed position description form.

11.5.6.5 Should the decision of Human Resources fail to resolve the appeal, the Association may advance the appeal to the Umpire within 30 calendar days of receipt of the

written decision from Human Resources. If no notice of appeal to the Umpire is received by Human Resources within 30 calendar days of providing the Association with a written decision, the matter will be considered resolved and further related action cannot be initiated for 15 months from the time the employee received the original decision, unless there is mutual agreement to do so.

11.5.7 Position Evaluation Umpire Process

- 11.5.7.1 The University and the Association agree to jointly appoint an Umpire(s), who is knowledgeable in the Hay evaluation method to hear appeals.
- 11.5.7.2 The Umpire shall act on all appeals submitted to him for a period of one (1) year commencing from the date of his appointment. After such period, the University and the Association shall review the performance of the Umpire and shall, upon mutual agreement, appoint him for an additional term of one (1) year or, where no agreement exists, shall initiate the joint selection of a new Umpire.
- 11.5.7.3 The University and the Association shall share equally the Umpire's fees and other expenses of the hearings.
- 11.5.7.4 The Umpire shall hold a hearing within 90 calendar days of the Association advancing an appeal to him. The Umpire shall set the procedure with respect to any hearing.
- 11.5.7.5 The University and the Association will provide the Umpire and the other party with the written rationale for the parties' respective submissions at least seven (7) calendar days before the hearing.
- 11.5.7.6 The Umpire may request the testimony of any persons who have knowledge of the duties and responsibilities of the position and such written or other evidence as may be required.
- 11.5.7.7 The Umpire shall conduct an evaluation of the position including the allocation of the position to the appropriate pay band.
- 11.5.7.8 The Umpire shall communicate the decision and reasons thereto in writing to the Association and the

University within 30 calendar days of the hearing. Such decision shall be final and binding upon the parties. Such decision shall be implemented by the University within 30 calendar days from the date that the University receives the Umpire's written decision.

11.5.7.9 The Umpire shall not alter, amend or vary any term or condition of this Agreement.

11.5.7.10 Regardless of the decision of the Umpire, the incumbent may not request another related review of their position until at least 12 months after the date of the Umpire's decision, unless there is mutual agreement to do so.

* 11.5.8 **Evaluation Review Effective Date**

If any adjustment is required to the employee's salary, the adjustment shall be retroactive to the date Human Resources received the completed position description form.

* 11.5.9 **Timelines**

The mandatory time limits specified in this section may be waived with the mutual consent of both parties.

12.0 **PERFORMANCE MANAGEMENT**

12.1 Success of the University 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.

12.2 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 (Employee Development for Supervisory and Support Staff) and #D2020 (Employee Access to MacEwan Learning Activities), as amended from time to time.

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In administering Policy D2010, MacEwan shall ensure:

- a) MSA members are provided equitable access to available funds.
- b) Support is provided to the maintenance of a Professional Development Committee which shall serve as an advisory group to University Human Resource Services.
- c) Flexibility is provided to members in their selection of professional development opportunities, provided it meets the general objectives of enhancing job enrichment, transfer and/or promotional opportunities. Further, the parties recognize that it is not intended for the funding provided through this policy to be used for employer-required training and/or certification.
- d) If a member's request for professional development is rejected, they will have an opportunity to request that the Director of Human Resources review the decision, in accordance with the process set out under policy.

14.0 STATUTORY HOLIDAYS

14.1 The following days shall be observed as statutory holidays:

New Year's Day	Labour Day
Family Day	Thanksgiving Day
Good Friday	Remembrance Day
Easter Monday	Christmas Day
Victoria Day	Boxing Day
Canada Day	Christmas Floater 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 University 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 University.

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 Article 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 University.

14.6 **Eligibility for Other Than Full Time Employees**

* 14.6.1 Part time Continuing, part time Recurring Term, and part time 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 University 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 entitlement" is the accrual rate at which an employee earns vacation credits and may be referred to on an annual or hourly basis.

"Vacation Credits" are the actual hours that have been accrued by an employee that are used during an employee's vacation leave.

* 15.1 Employees holding Continuing appointments shall accrue vacation credits at the following vacation entitlements;

15.1.1 Up to the end of three (3) years of service - fifteen (15) working days annually.

15.1.2 From the beginning of the fourth (4th) to the end of the tenth (10th) year of service – twenty (20) working days annually.

15.1.3 From the beginning of the eleventh (11th) to the end of the nineteenth (19th) year of service – twenty-five (25) working days annually.

15.1.4 In the twentieth (20th) and subsequent year of service – thirty (30) working days annually.

** 15.1.5 A part-time employee's annual vacation credits shall be based on the percentage of completed full-time equivalent paid hours (i.e. 1820).

** Note: PeopleSoft converts and calculates the above amounts in hours. The calculated amounts may slightly differ from those listed above due to rounding.

* 15.2 Employees holding Recurring Term and Term appointments, where the Term appointment is full time for one (1) year or more, shall accrue vacation credits as per the vacation entitlements in Article 15.1, as applicable, prorated 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.

15.3 Employees holding Casual appointments, or Term appointments, where the Term appointment is less than full time or for less than one (1) year, shall earn vacation pay as follows;

15.3.1 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 15.4 shall not be applicable.

15.3.2 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 15.4 shall not be applicable.

* 15.4 An employee, upon request to the appropriate Officer, shall have any previous periods of MacEwan employment considered when establishing rates of vacation entitlement.

- ** For the purpose of establishing the appropriate vacation entitlement under this provision, a year of service shall be calculated on the basis of 1820 paid hours.
- 15.5 Employees may take their earned vacation credits 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.
- * 15.6 Employees shall earn vacation credits at the appropriate rate immediately upon hire and up to the date of termination. Determination of the rate of accrual of vacation entitlement will be made on each employee's anniversary date.
- ** 15.7 Employees shall not earn vacation credits during periods of approved unpaid leave of absence, however for the purpose of calculating vacation entitlements as set out in Article 15.1, absences due to parental or disability leave shall be included in accordance with Article 18.2.5.
- * 15.8 An employee shall earn vacation credits while on paid sick leave and while on WCB, in accordance with Article 16.3.1.
- * 15.9 Vacation credits 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 January 1 to December 31 of the following year.
- 15.10 Upon the approval of the appropriate Officer or Administrator, vacation credits to a maximum of ten (10) days may be utilized prior to the accrual of such credits. In the event that an employee leaves his employment and has taken unearned vacation credits, he shall repay the University for those days outstanding at the time of separation, in a manner suitable to the University.
- 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 shall not reduce the employee's vacation credits.
- 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 Article 22.3.

- 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:

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16.1.4.1 For employees holding Full Time Continuing appointments - one (1) day per month based on the percentage of eligible hours completed, to a maximum of thirty (30) days.

Note: PeopleSoft converts and calculates the above amounts in hours. The calculated amounts may slightly differ from those listed above due to rounding.

16.1.4.2 For employees holding Part Time Continuing appointments, or Term appointments where the appointment is full time for ten (10) months or more - as per Article 16.1.4.1, pro-rated to the term of the appointment.

*

16.1.4.3 For employees holding Recurring Term appointments - as per Article 16.1.4.1, pro-rated to the term of the appointment. Upon reappointment unused sick leave entitlement shall be carried forward.

16.1.4.4 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 Employees shall earn sick credits at the appropriate rate immediately upon hire and up to the date of termination. Employees shall not earn sick credits during periods of approved unpaid leave of absence. Employees shall earn sick credits while on paid sick leave and while on WCB in accordance with Article 16.3.1.

**

16.1.6 When reasonable and appropriate, proof of illness acceptable to the University 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.

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Upon the submission of proof of payment, costs incurred by an employee as a direct result of the employer requesting proof of illness shall be reimbursed by MacEwan. Employees will not be eligible for reimbursement of any costs associated with application for short term or long term disability benefits.

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**

During the period that an employee is in receipt of workers' compensation benefits, the following shall apply:

- * 16.3.1 During the first ninety (90) days, vacation and sick leave will continue to accrue.
- * 16.3.2 The benefit programs which the employee was participating in at the commencement of the receipt of workers' compensation benefits will be continued, with both the employee and employer paying the normal share of premium costs.
- ** 16.3.3 Employees eligible for participation in LAPP must continue to participate in the pension plan. The employer will pay both the employer and employee contributions in accordance with LAPP regulations.

* 16.4 **Short Term Disability (STD)/Long Term Disability (LTD)**

16.4.1 Subject to plan regulations and underwriter approval, the following employees shall be eligible for short term disability 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, Term, and Casual employees do not participate in STD or LTD plans.

* 16.4.2 Employee benefits that an employee is participating in at the time disability commenced will continue at no cost to the employee during the short term disability period and until the employee has received long term disability benefits for twenty four (24) months.

16.4.3 Long term disability benefits will continue until the earlier of the employee
a) by plan definition, is no longer entitled to such benefits,
b) becomes age sixty-five (65), or
c) receives retirement benefits from the Local Authorities Pension Plan (or equivalent).

- * 16.4.4 Employees eligible for participation in LAPP must continue to participate in the pension plan. The employer will pay both the employer and employee contributions in accordance with LAPP regulations.
- 16.4.5 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.
- ** 16.4.6 During an appeal of a LTD decision, benefits and LAPP contributions will be continued at no cost to the employee for up to ninety (90) days from the date the LTD decision is issued provided the employee provides the employer with a copy of the notice to appeal within thirty (30) days of the decision.

17.0 BENEFIT PLANS

- 17.1 The University 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 University Group Plan.
 - 17.1.1 Supplementary Health Care Plan – eighty (80)% of the single or family premium.
 - 17.1.2 Dental Care Plan – eighty (80)% of the single or family premium.
 - 17.1.3 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 Supplementary Health Care Plan and Employee Family Assistance Program with premiums in accordance with Article 17.1.
- * 17.3 Recurring Term employees shall be eligible to participate in the Supplementary Health Care Plan, the Dental Care Plan and Employee Family Assistance Program with premiums in accordance with Article 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 University and the Association.

- 17.5 The benefit plans provided for under this agreement shall be administered according to the policy agreements between the University 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 University 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 University of his intention to return by a date specified when the leave is approved.

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18.2.5 An employee's anniversary date shall be advanced by the length of an unpaid leave period (except WCB) that exceeds ten (10) consecutive working days, 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 Articles 15.6 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 University, 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 Article 18.3.1 and who has completed one (1) year of continuous service with the University, 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 Article 18.3.1.
- 18.3.4 An employee adopting a child is entitled to leave as outlined in Article 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 University one (1) month before intended date of return.

* 18.4 **Compassionate Leave**

In the event of the death of an employee's:

- a) spouse or common law spouse
- b) parent, grandparent, son, daughter, brother, sister, or corresponding in-law, or
- c) 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 **Special Leave - Effective July 1, 2012**

18.5.1 Subject to the approval of the appropriate Officer or Administrator, an employee may be granted time off from scheduled work with no loss in pay, in accordance with the following, up to the maximum identified in Article 18.5.2.

18.5.1.1 Serious Illness - up to three (3) working days (21 hours) annually to arrange or provide for the care of an immediate family member (spouse, son, daughter, parent) who is hospitalized or seriously ill. Such time off is not intended for casual or routine family illnesses.

18.5.1.2 Family Illness/Health Related Appointment Leave - up to three (3) working days (21 hours) annually to attend to an illness or health related appointment involving an employee's spouse, dependant child, or parent.

18.5.1.3 Domestic Emergency - up to one (1) day (7 hours) annually to attend to domestic emergencies defined as a sudden or unusual occurrence that could not, by the exercise of reasonable judgment, have been foreseen by the employee and which requires immediate attention.

18.5.1.4 Birth or Adoption - up to one (1) day (7 hours) annually to attend to the birth or adoption proceedings of the employee's child.

18.5.2 Full-time Continuing employees shall be eligible for a maximum of five (5) days (35 hours) in a January 1 - December 31 calendar year for all of the above situations combined. All other employee types (Part-time, Recurring Term, Term, Casual) shall be eligible for a maximum of three (3) days (twenty one hours) per calendar year.

- 18.5.3 New employees hired during the year shall become eligible for this benefit at January 1 of the next calendar year of employment.
- 18.5.4 There shall be no carry-over of unused hours from one calendar year to the next.
- 18.5.4 Special leave shall not be available to employees during periods of vacation, leave of absence, or unscheduled time.
- 18.5.5 In addition to the above, an employee may request to use vacation, earned time, or unpaid leave as may be required for the purpose.

18.6 Long Term Family Illness Leave

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 Article 18.2.

18.7 Court Leave

- 18.6.1 The University 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 University all monies paid to him by the court, except travelling and meal allowances not reimbursed by the University.

18.8 Release Time for the Association President and Vice-President

The University and the Association shall share equally the costs for up to fifty (50)% release time for the Association President.

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The Vice-President shall be allowed up to twenty (20)% release time or alternatively, based on operational considerations, may receive payment (in the form of a stipend) calculated at twenty (20) % of his regular rate of pay.

Arrangements for release shall be made through the Director of Human Resources.

19.0 TRAVEL

An employee who is required to travel on University business or who otherwise incurs expenses on behalf of the University 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 University 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 University.

21.0 DISCIPLINE PROCESS

21.1 The University and the MacEwan Staff Association recognize the principle of progressive discipline, a process graduated in severity to correct employee misconduct, except where the University 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 University's expectations for their conduct or performance. Letters of expectation shall be retained on the employee's personnel file.

21.3 Unless the University 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 University 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 being investigated or meetings are being held where discipline could be an outcome, MSA will be provided reasonable notice to attend.
- 21.7 All written notices of discipline shall be placed on the employee's personnel file.
- 21.8 Subject to Article 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:
 - ** 21.10.1 Letters of expectation more than twelve (12) months old shall be cleared from the employee's file provided no other action has been initiated since the incident in question;
 - * 21.10.2 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 An employee is required to provide the University with at least ten (10) working days prior written notice of resignation if he wishes to resign in good standing.
- 22.2 Where an employee cannot meet the required notice period he may arrange for earlier release at the discretion of the University.
- 22.3 Subject to Article 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 **POSITION ABOLISHMENT**

- * This article applies to Full-Time Continuing, Part-Time Continuing, and Recurring Term University employees who are affected by position abolishment.

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

23.1 The intent of this article is to:

- provide the Association with notification of the University's intent to reduce the number of employees, before notice is given to affected employees;
- enable the Association and the University to share relevant information on the scope, impact, and timing of potential staff reductions;
- enable the Association and the University 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 University 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 Notification is intended to provide the Association and the University with sufficient opportunity to share information and consult before final decisions are made that affect staff.

23.2.2 The University will notify the MacEwan Staff Association of organizational reviews or restructurings where employees are likely to be affected by position abolishment, or if it intends to reduce the number of employees.

* 23.3 **Information Sharing and Consultation**

23.3.1 If the University determines it is necessary to reduce the number of positions, the University 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 University with respect to specific employees who may be reassigned or terminated as a result of position reductions, until the University has notified the affected employees.

23.3.3 The Association will be given an opportunity to propose alternatives to the University to minimize or avoid the need to reduce staff. The Association and University will meet to discuss measures to address the interests of affected employees.

23.4 Reassignment

* 23.4.1 Prior to initiating position abolishment, the University may reassign employees whose positions have been identified for abolishment and for whom the University has identified alternative work.

* 23.4.2 Reassignment shall be defined as the placement of an employee into a position that is comparable to their former position. A comparable position is one that is classified in the same pay band as the employee's former position and one that the employee is qualified and able to perform, subject to reasonable orientation.

* 23.4.3 An employee's salary rate and anniversary date shall not change upon reassignment.

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

23.4.5 Recall rights do not apply to employees who accept reassignments.

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

* 23.4.7 If an employee rejects reassignment, he shall be given notice of position abolishment as per Article 23.5 and be eligible for recall in accordance with Article 23.7. He will not be entitled to the notice or severance provisions contained in Article 23.6.

23.5 Implementation of Position Abolishment

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

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

* 23.6 Notice and Severance Provisions

* 23.6.1 The University shall provide notice of position abolishment of not less than one (1) month for each year of seniority (as defined in Article 3.13) that the employee has with the University. Notice shall not be less than one (1) month nor greater than nine (9) months.

** For Recurring Term employees, their normal scheduled break in employment shall not be considered part of the notice period; however, the notice period will be reduced in accordance with the percentage of months/year in their normal term.

23.6.2 The University may require employees to continue to work during some or all of their notice period. If the University 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 salary continuance, or as severance pay, in the form of a lump sum payment.

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

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

23.6.4 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.

* 23.6.5 Pay in lieu of notice and severance pay will be calculated on the basis of the notice period to which the employee is entitled as per

Article 23.6.1, the full-time equivalent percentage of the affected job, and the current hourly rate of pay.

For Recurring Term employees, their established FTE within their normal term shall be utilized in this calculation.

23.7 **Recall**

- * 23.7.1 Subject to Articles 23.4.5 and 23.7.4, an employee notified of position abolishment shall be entitled to be recalled to the first available continuing position that is deemed to be comparable in accordance with Article 23.4.2. The most senior qualified individual on the recall list will be offered employment first.
- 23.7.2 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 Article 23.5.2.
- * 23.7.3 If an employee accepts recall to a comparable continuing position, salary continuance will cease and the employee will be placed on their former grid step and have their anniversary date adjusted for any time spent on recall while not in receipt of salary continuance.
- * 23.7.4 If an employee rejects an offer of recall to a comparable continuing position, all rights to recall will be waived and salary continuance will cease.
- * 23.7.5 An employee who is recalled within twelve (12) months of their position being abolished, or rehired to a Full-Time Continuing or Part-Time Continuing position within two (2) years of their position being abolished, shall be reinstated with all seniority up to the date of position abolishment.

* 24.0 **TEMPORARY LAYOFF AND RECALL**

- * 24.1 Temporary layoff is defined as a temporary separation from employment initiated by the University 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, Part Time Continuing, and Recurring Term 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 from layoff 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 23.6.
- ** 24.3 The normally scheduled break in employment for a Recurring Term employee shall not result in the application of this article.

25.0 **DISPUTE RESOLUTION PROCESS**

25.1 **Dispute Resolution Principles**

The University 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 University, 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 University 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 University 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 **University President Review**

- 25.6.1 A grievance not resolved at Formal Review may be advanced to the University 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, article(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 University 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 University President/Designate information pertinent to the grievance and any details they believe will assist in deciding the matter.
- 25.6.4 The University 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 University President's level.
- 25.7.2 Notices required under this article 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 University 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, article(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 16 day of May, 2012.

The Grant MacEwan University Board of Governors.

Per: 
President, Grant MacEwan University


Chair, University Negotiating Committee

The Grant MacEwan University MacEwan Staff Association

Per: 
President, MacEwan Staff Association


Chair, MacEwan Staff Association Negotiating Committee

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Letter of Understanding "A" re Student Positions

between

Grant MacEwan University

and

MacEwan Staff Association

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

Position	Department
Computer Lab Monitor	ITS, Library, Faculty of Arts and Science
Student Shelver	Library
Lab Assistant	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 Assistant	Faculty 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.

Agreed to this 16 day of May, 2012.



President, MacEwan Staff Association



President, Grant MacEwan University

Letter of Understanding “B” re Orientation and Education

between

Grant MacEwan University

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 16 day of May, 2012.


President, MacEwan Staff Association


President, Grant MacEwan University

**

Letter of Understanding "C" re Vacation Year Transition

between

Grant MacEwan University

and

MacEwan Staff Association

The MacEwan Staff Association and Grant MacEwan University Board of Governors agree:

- Effective January 1, 2011 and each year thereafter, the vacation year shall become January 1 to December 31.
- For the purpose of providing increased flexibility during transition, the first vacation year-end deadline will be established at December 31, 2012. At that time all employees will need to have their Carried Forward balances depleted (subject to special requests/approval), ensuring that they are in compliance with vacation carry-forward requirements set out under the collective agreement.
- All other terms and conditions associated with vacation shall be governed by Article 15 of the collective agreement.

Agreed to this 16 day of May, 2012.


President, MacEwan Staff Association


President, Grant MacEwan University

**** Letter of Understanding “D” re Employee Performance and Development Review**

between

Grant MacEwan University

and

MacEwan Staff Association

The parties agree that the Performance Management Tool within Peoplesoft is currently at the beginning of its implementation rollout and has yet to be assessed for its effectiveness. The parties continue to work towards the goal of achieving a process and a tool that enhances the employee review process and improves outcomes related to completion rates and staff development.

To that end, the University agrees to work with MSA as an equal partner in assessing the current tool’s effectiveness. The assessment process will be ongoing and the parties may meet at any time to discuss related matters, but shall ensure that a comprehensive evaluation is conducted no later than December 2012. Items that may be reviewed include, but are not limited to:

- Evidence the tool adequately provides for evaluation criteria for different job classifications.
- Evidence of the provision of sufficient confidentiality and access.
- Evidence the training provides staff and supervisors with consistency of messaging to allow everyone the opportunity to feel confident in the performance management process.
- Evidence employees were informed that they have the right to identify up front if they wish to have access to all third party feedback.
- Evidence of engagement of employees in identifying persons from whom third party feedback was to be requested.
- Evidence of training and support systems for staff in providing third party feedback.
- Evidence that performance appraisals are timely and that the process has provided for informal ongoing feedback.
- Evidence that the performance management process has resulted in development plans to assist staff in achieving their career goals.

Once the parties have evaluated the experience with the tool, consideration will be given to possible language for incorporation into the next collective agreement.

Agreed to this 16 day of May, 2012.



President, MacEwan Staff Association



President, Grant MacEwan University

Letter of Understanding "E" re Joint Workload Committee

between

Grant MacEwan University

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 University, 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 16 day of May, 2012.


 President, MacEwan Staff Association


 President, Grant MacEwan University

Letter of Understanding “F” re Contracting Out

between

Grant MacEwan University

and

MacEwan Staff Association

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

- 1.0 The University has the right to contract out functions of the University’s operational units.
- 2.0 When MSA or members of MSA are likely to be affected by contracting out, the University will notify the MacEwan Staff Association. Notification will occur at the stage of planning where the University 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 University to provide the Association with sufficient background information to facilitate consultation before final decisions are made by the University. MSA acknowledges that notification and the subsequent consultation process shall not result in unreasonable delays in the implementation of the University’s plans.
- 4.0 The Association agrees to only release information (written or verbal) to which the University 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 16 day of May, 2012.



President, MacEwan Staff Association



President, Grant MacEwan University

*

Letter of Understanding "G" re Short Term Disability Plan

between

Grant MacEwan University

and

MacEwan Staff Association

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

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

The University and the MacEwan Staff Association acknowledge that the payment to salary noted previously may impact the tax-free status of the Short Term Disability benefit.

Agreed to this 16 day of May, 2012.


President, MacEwan Staff Association


President, Grant MacEwan University

Letter of Understanding “H” re Jurisdictional Differences

between

Grant MacEwan University

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 University 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 University, 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 University 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 University 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 University 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 University 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 University 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 University will respond in writing including their rationale for why the position should be excluded.

University Initiated Review

1. Where the University 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 University'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 University will share relevant information concerning the basis for exclusion from the bargaining unit.
3. If the parties are unable to reach agreement, then the University 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 University'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 University 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 University 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 16 day of May, 2012.


President, MacEwan Staff Association


President, Grant MacEwan University

Letter of Understanding "I" re Employee Benefits Committee

between

Grant MacEwan University

and

MacEwan Staff Association

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

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

Terms of Reference will be established by the committee.

Agreed to this 16 day of May, 2012.



President, MacEwan Staff Association



President, Grant MacEwan University

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

between

Grant MacEwan University

and

MacEwan Staff Association

- * The Grant MacEwan Staff Association and the Grant MacEwan Board of Governors agree to the maintenance of a standing committee, the purpose of which shall be to review the statistical data associated with MacEwan Staff Association member usage of sick leave, Short Term Disability and Long Term Disability Insurance.
- * The Committee will be comprised of two (2) members of the University Administration and two (2) members of the MacEwan Staff Association, both of whom additionally serve as representatives on the MacEwan Joint Benefits Committee.
- * Information will be provided to Committee members on a quarterly basis by the University 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. Alternatively, the MSA committee members may use information provided for related purposes with the MacEwan Joint Benefits Committee.

The University 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 16 day of May, 2012.



President, MacEwan Staff Association



President, Grant MacEwan University

*

Letter of Understanding “K” re Health Spending Account

between

Grant MacEwan University

and

MacEwan Staff Association

Health Spending Account

The employer shall provide and maintain a Health Spending Account (HSA) for all eligible MacEwan Staff Association members, including those who have waived extended health and dental coverage.

*


** The HSA provides a dollar allocation which can be used by the employee or eligible dependants for health related expenses, as defined under legitimate “medical expenses” under the Income Tax Act and any related amendments, including medical, vision, and dental expenses not covered by University plans, including by not limited to co-payments, amounts above policy maximums, and vision care.

* Key principles of the HSA include:

- Plan design will be a shared responsibility of the University and the MacEwan Staff Association, in consultation with the parties’ benefits consulting firm, Johnson Inc.
- HSA participants who are MSA members will be grouped separately from other plan participants in order to facilitate their identification as a plan sub-group.
- In the first two years of the plan, a portion of the HSA allocation will be used to pay for administrative costs; in subsequent years, forfeitures will be used to pay for administrative costs.
- Forfeitures will not be returned to individual employees as cash payments.
- All monies (whether allocation or forfeiture) are to remain within the plan. Use of such monies must be agreed to by the parties, in consultation with Johnson Inc.

Agreed to this 16 day of May, 2012.


President, MacEwan Staff Association


President, Grant MacEwan University

**

Letter of Understanding "L" re Review of Casual Utilization

between

Grant MacEwan University

and

MacEwan Staff Association

The parties agree to the establishment of a committee to review the utilization of casual employees at the University. The committee shall consist of up to two (2) representatives from both the MSA and Human Resources, with the ability to invite employee and management representatives to participate as needed. The committee shall meet within six (6) months of signing the collective agreement to begin the associated work.

The purpose of the committee will be to examine the utilization of casual employees with respect to their compliance with the definition of a "Casual Employee" as set out in Article 3.6.4 of the collective agreement. Relevant findings of the committee shall be reported to managers of the respective area for consideration.

The committee shall be dissolved once the review has been completed.

Agreed to this 16 day of May, 2012.


President, MacEwan Staff Association


President, Grant MacEwan University

**

Letter of Understanding "M" re Seniority Lists

between

Grant MacEwan University

and

MacEwan Staff Association

The University agrees to the preparation of a complete seniority list, in accordance with Article 3.13 of the Agreement. The list will be completed no later than January 2013. In advance of that date, if any needs arise where seniority information is necessary, the University will compile the information at that time for all relevant members.

Agreed to this 16 day of May, 2012.


President, MacEwan Staff Association


President, Grant MacEwan University

**

Letter of Understanding "N" re Communication of Salary Changes

between

Grant MacEwan University

and

MacEwan Staff Association

The parties agree that MacEwan will no longer provide individualized salary notification letters to communicate salary changes. Alternatively, employees are now able to access their salary progression information through the "Self Service" component of PeopleSoft, using the "Compensation History" page.

In this regard, MacEwan agrees to provide:

- regular MacEwan-wide communication reminding employees how to access this information, at least quarterly.
- department-level communication for those employees who do not have access to a computer or who may require additional assistance to access the desired information.
- reasonable access and privacy for those employees in areas using shared computers.

Agreed to this 16 day of May, 2012.


President, MacEwan Staff Association


President, Grant MacEwan University

**

Letter of Understanding "O" re Alberta Health Care Insurance Plan Premiums

between

Grant MacEwan University

and

MacEwan Staff Association

The parties recognize that the monies from the employer's 80% contribution to the Alberta Health Care Insurance Plan (AHCIP) premiums formed the seed money for the Health Spending Account. Should the Government of Alberta re-introduce AHCIP premiums the parties will meet within 30 days of the announcement to discuss the matter.

Agreed to this 16 day of May, 2012.


President, MacEwan Staff Association


President, Grant MacEwan University

**** Letter of Understanding "P" re Recurring Term Employee - Pension Participation**

between

Grant MacEwan University

and

MacEwan Staff Association

The parties agree to the following regarding the amendment of Pension Policy D1320 for the purpose of establishing eligibility for the Recurring Term employment category.

- A deadline of September 30, 2012 will be established for amendment and Board approval of the Pension Policy. If at any time prior to September 30th MacEwan identifies that the date is unlikely to be achieved, MSA will be so advised and provided with the reasons and the projected completion date.
- Amendments to the policy will address the following principles:

- Definition:

Recurring Term employees refers to MSA members covered under the terms of the Board/MSA collective agreement, but does not include those individuals grandfathered into the employment category.

The Full Time Equivalent (FTE) calculation is based on 1820 hours.

- Eligibility - For Recurring Term employees, participation in the LAPP is voluntary.
- Contributions - Recurring Term employees, during periods in which they are not in receipt of salary, shall follow the contribution rules set out in Section 4.12.1.
- Re-numbering as required

Agreed to this 16 day of May, 2012.


President, MacEwan Staff Association


President, Grant MacEwan University

**

**Letter of Understanding "Q" re Part-time Continuing Employee's Vacation
Transition**

between

Grant MacEwan University

and

MacEwan Staff Association

The parties agree to transition part-time continuing employees from an "hours-based" vacation entitlement methodology to a "years of service based" methodology. This change requires a transition from the current state which will follow these guidelines:

- The transition shall be effective January 1, 2012. As of this date, each employee's accumulated paid hours with MacEwan will be divided by 1820 in order to establish a starting point for the "years of service based" vacation entitlement methodology.

The parties will meet no later than May 31, 2012 to finalize any additional details regarding this transition. It is the intent of this meeting to review detailed data specific to the affected employees with the objective to establish a single date for annual review of employee vacation entitlement.

Agreed to this 16 day of May, 2012.


President, MacEwan Staff Association


President, Grant MacEwan University

MACEWAN STAFF ASSOCIATION

SCHEDULE: ANNUAL

EFFECTIVE: July 01, 2011 (2.0% Added)

BASED ON: 1820 Annual Hours

Steps

	1.0	1.5	2.0	2.5	3.0	3.5	4.0	4.5	5.0	5.5	6.0	6.5	7.0	7.5	8.0	8.5	9.0
1	28,402.14	28,871.71	29,349.04	29,834.28	30,327.52	30,828.93	31,338.62	31,856.74	32,383.43	32,918.83	33,463.07	34,016.32	34,578.71	35,150.40	35,731.54	36,322.29	36,922.78
2	32,060.63	32,590.69	33,129.51	33,677.24	34,234.03	34,800.02	35,375.37	35,960.23	36,554.76	37,159.12	37,773.48	38,397.98	39,032.81	39,678.14	40,334.15	41,000.99	41,678.82
3	34,846.73	35,422.86	36,008.50	36,603.82	37,209.00	37,824.17	38,449.52	39,085.21	39,731.41	40,388.28	41,056.02	41,734.80	42,424.80	43,126.21	43,839.21	44,564.01	45,300.75
4	38,003.44	38,631.75	39,270.45	39,919.70	40,579.69	41,250.59	41,932.60	42,625.87	43,330.60	44,046.99	44,775.22	45,515.48	46,267.99	47,032.93	47,810.53	48,600.99	49,404.46
5	39,903.60	40,563.33	41,233.97	41,915.68	42,608.68	43,313.13	44,029.23	44,757.16	45,497.13	46,249.33	47,013.97	47,791.25	48,581.39	49,384.59	50,201.06	51,031.04	51,874.69
6	42,636.00	43,340.90	44,057.45	44,785.85	45,526.30	46,278.99	47,044.12	47,821.90	48,612.54	49,416.25	50,233.25	51,063.76	51,907.99	52,766.19	53,638.57	54,525.37	55,426.80
7	46,694.62	47,466.62	48,251.39	49,049.13	49,860.06	50,684.39	51,522.36	52,374.17	53,240.08	54,120.30	55,015.07	55,924.63	56,849.23	57,789.12	58,744.55	59,715.78	60,703.00
8	49,277.37	50,092.08	50,920.25	51,762.11	52,617.90	53,487.83	54,372.15	55,271.08	56,184.87	57,113.78	58,058.04	59,017.91	59,993.66	60,985.53	61,993.82	63,018.75	64,060.59
9	53,012.12	53,888.58	54,779.52	55,685.19	56,605.83	57,541.69	58,493.03	59,460.10	60,443.15	61,442.45	62,458.28	63,490.91	64,540.60	65,607.65	66,692.34	67,794.96	68,915.77
10	58,550.70	59,518.72	60,502.75	61,503.04	62,519.87	63,553.51	64,604.24	65,672.34	66,758.10	67,861.81	68,983.77	70,124.29	71,283.65	72,462.18	73,660.20	74,878.03	76,115.92
11	61,313.03	62,326.71	63,357.17	64,404.65	65,469.45	66,551.86	67,652.16	68,770.65	69,907.64	71,063.42	72,238.31	73,432.62	74,646.69	75,880.82	77,135.36	78,410.64	79,706.94
12	66,313.74	67,410.11	68,524.60	69,657.51	70,809.15	71,979.85	73,169.89	74,379.60	75,609.32	76,859.38	78,130.09	79,421.82	80,734.90	82,069.69	83,426.55	84,805.84	86,207.86

PeopleSoft Step* 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17

* Steps in PeopleSoft are for administrative purposes only.

MACEWAN STAFF ASSOCIATION

SCHEDULE: HOURLY

EFFECTIVE: July 01, 2011 (2.0% Added)

BASED ON: 1820 Annual Hours

Steps

	1.0	1.5	2.0	2.5	3.0	3.5	4.0	4.5	5.0	5.5	6.0	6.5	7.0	7.5	8.0	8.5	9.0
1	15.61	15.86	16.13	16.39	16.66	16.94	17.22	17.50	17.79	18.09	18.39	18.69	19.00	19.31	19.63	19.96	20.29
2	17.62	17.91	18.20	18.50	18.81	19.12	19.44	19.76	20.09	20.42	20.75	21.10	21.45	21.80	22.16	22.53	22.90
3	19.15	19.46	19.78	20.11	20.44	20.78	21.13	21.48	21.83	22.19	22.56	22.93	23.31	23.70	24.09	24.49	24.89
4	20.88	21.23	21.58	21.93	22.30	22.67	23.04	23.42	23.81	24.20	24.60	25.01	25.42	25.84	26.27	26.70	27.15
5	21.93	22.29	22.66	23.03	23.41	23.80	24.19	24.59	25.00	25.41	25.83	26.26	26.69	27.13	27.58	28.04	28.50
6	23.43	23.81	24.21	24.61	25.01	25.43	25.85	26.28	26.71	27.15	27.60	28.06	28.52	28.99	29.47	29.96	30.45
7	25.66	26.08	26.51	26.95	27.40	27.85	28.31	28.78	29.25	29.74	30.23	30.73	31.24	31.75	32.28	32.81	33.35
8	27.08	27.52	27.98	28.44	28.91	29.39	29.87	30.37	30.87	31.38	31.90	32.43	32.96	33.51	34.06	34.63	35.20
9	29.13	29.61	30.10	30.60	31.10	31.62	32.14	32.67	33.21	33.76	34.32	34.89	35.46	36.05	36.64	37.25	37.87
10	32.17	32.70	33.24	33.79	34.35	34.92	35.50	36.08	36.68	37.29	37.90	38.53	39.17	39.81	40.47	41.14	41.82
11	33.69	34.25	34.81	35.39	35.97	36.57	37.17	37.79	38.41	39.05	39.69	40.35	41.01	41.69	42.38	43.08	43.80
12	36.44	37.04	37.65	38.27	38.91	39.55	40.20	40.87	41.54	42.23	42.93	43.64	44.36	45.09	45.84	46.60	47.37

PeopleSoft Step*

1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17

* Steps in PeopleSoft are for administrative purposes only.

MACEWAN STAFF ASSOCIATION

SCHEDULE: ANNUAL

EFFECTIVE: July 01, 2012 (2.5% Added)

BASED ON: 1820 Annual Hours

Steps

	1.0	1.5	2.0	2.5	3.0	3.5	4.0	4.5	5.0	5.5	6.0	6.5	7.0	7.5	8.0	8.5	9.0
1	29,112.19	29,593.50	30,082.77	30,580.13	31,085.71	31,599.65	32,122.09	32,653.16	33,193.01	33,741.80	34,299.65	34,866.72	35,443.18	36,029.16	36,624.83	37,230.35	37,845.85
2	32,862.14	33,405.46	33,957.75	34,519.17	35,089.88	35,670.02	36,259.75	36,859.24	37,468.63	38,088.10	38,717.81	39,357.93	40,008.63	40,670.09	41,342.50	42,026.01	42,720.79
3	35,717.90	36,308.43	36,908.71	37,518.92	38,139.22	38,769.77	39,410.76	40,062.34	40,724.69	41,397.98	42,082.42	42,778.17	43,485.42	44,204.37	44,935.19	45,678.11	46,433.27
4	38,953.52	39,597.54	40,252.21	40,917.69	41,594.18	42,281.86	42,980.91	43,691.52	44,413.87	45,148.16	45,894.60	46,653.37	47,424.68	48,208.76	49,005.80	49,816.02	50,639.58
5	40,901.19	41,577.41	42,264.82	42,963.58	43,673.90	44,395.96	45,129.96	45,876.09	46,634.56	47,405.56	48,189.32	48,986.03	49,795.92	50,619.20	51,456.09	52,306.81	53,171.56
6	43,701.90	44,424.42	45,158.89	45,905.50	46,664.46	47,435.97	48,220.23	49,017.45	49,827.85	50,651.65	51,489.08	52,340.35	53,205.69	54,085.35	54,979.53	55,888.51	56,812.47
7	47,861.99	48,653.28	49,457.67	50,275.36	51,106.56	51,951.50	52,810.42	53,683.53	54,571.09	55,473.31	56,390.44	57,322.75	58,270.46	59,233.85	60,213.17	61,208.67	62,220.58
8	50,509.31	51,344.38	52,193.26	53,056.16	53,933.35	54,825.03	55,731.45	56,652.85	57,589.50	58,541.62	59,509.50	60,493.36	61,493.50	62,510.17	63,543.66	64,594.22	65,662.10
9	54,337.43	55,235.79	56,149.01	57,077.32	58,020.97	58,980.23	59,955.36	60,946.60	61,954.23	62,978.52	64,019.74	65,078.18	66,154.12	67,247.85	68,359.65	69,489.84	70,638.66
10	60,014.47	61,006.69	62,015.32	63,040.62	64,082.86	65,142.34	66,219.35	67,314.15	68,427.06	69,558.36	70,708.37	71,877.39	73,065.74	74,273.73	75,501.70	76,749.98	78,018.82
11	62,845.85	63,884.88	64,941.10	66,014.76	67,106.18	68,215.65	69,343.47	70,489.92	71,655.33	72,840.01	74,044.26	75,268.44	76,512.86	77,777.84	79,063.74	80,370.91	81,699.62
12	67,971.58	69,095.36	70,237.71	71,398.95	72,579.38	73,779.35	74,999.14	76,239.09	77,499.56	78,780.86	80,083.35	81,407.37	82,753.27	84,121.43	85,512.21	86,925.98	88,363.06

PeopleSoft Step* 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17

* Steps in PeopleSoft are for administrative purposes only.

MACEWAN STAFF ASSOCIATION

SCHEDULE: HOURLY

EFFECTIVE: July 01, 2012 (2.5% Added)

BASED ON: 1820 Annual Hours

Steps

	1.0	1.5	2.0	2.5	3.0	3.5	4.0	4.5	5.0	5.5	6.0	6.5	7.0	7.5	8.0	8.5	9.0
1	16.00	16.26	16.53	16.80	17.08	17.36	17.65	17.94	18.24	18.54	18.85	19.16	19.47	19.80	20.12	20.46	20.79
2	18.06	18.35	18.66	18.97	19.28	19.60	19.92	20.25	20.59	20.93	21.27	21.63	21.98	22.35	22.72	23.09	23.47
3	19.63	19.95	20.28	20.61	20.96	21.30	21.65	22.01	22.38	22.75	23.12	23.50	23.89	24.29	24.69	25.10	25.51
4	21.40	21.76	22.12	22.48	22.85	23.23	23.62	24.01	24.40	24.81	25.22	25.63	26.06	26.49	26.93	27.37	27.82
5	22.47	22.84	23.22	23.61	24.00	24.39	24.80	25.21	25.62	26.05	26.48	26.92	27.36	27.81	28.27	28.74	29.22
6	24.01	24.41	24.81	25.22	25.64	26.06	26.49	26.93	27.38	27.83	28.29	28.76	29.23	29.72	30.21	30.71	31.22
7	26.30	26.73	27.17	27.62	28.08	28.54	29.02	29.50	29.98	30.48	30.98	31.50	32.02	32.55	33.08	33.63	34.19
8	27.75	28.21	28.68	29.15	29.63	30.12	30.62	31.13	31.64	32.17	32.70	33.24	33.79	34.35	34.91	35.49	36.08
9	29.86	30.35	30.85	31.36	31.88	32.41	32.94	33.49	34.04	34.60	35.18	35.76	36.35	36.95	37.56	38.18	38.81
10	32.97	33.52	34.07	34.64	35.21	35.79	36.38	36.99	37.60	38.22	38.85	39.49	40.15	40.81	41.48	42.17	42.87
11	34.53	35.10	35.68	36.27	36.87	37.48	38.10	38.73	39.37	40.02	40.68	41.36	42.04	42.74	43.44	44.16	44.89
12	37.35	37.96	38.59	39.23	39.88	40.54	41.21	41.89	42.58	43.29	44.00	44.73	45.47	46.22	46.98	47.76	48.55

PeopleSoft Step*

1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17

* Steps in PeopleSoft are for administrative purposes only.

MACEWAN STAFF ASSOCIATION

SCHEDULE: ANNUAL
EFFECTIVE: July 01, 2013 (2.0% Added)
BASED ON: 1820 Annual Hours

Steps

	1.0	1.5	2.0	2.5	3.0	3.5	4.0	4.5	5.0	5.5	6.0	6.5	7.0	7.5	8.0	8.5	9.0
1	29,694.43	30,185.37	30,684.42	31,191.73	31,707.42	32,231.64	32,764.53	33,306.23	33,856.87	34,416.63	34,985.64	35,564.06	36,152.05	36,749.75	37,357.32	37,974.96	38,602.76
2	33,519.39	34,073.57	34,636.90	35,209.55	35,791.67	36,383.42	36,984.94	37,596.42	38,218.00	38,849.86	39,492.17	40,145.09	40,808.80	41,483.50	42,169.35	42,866.53	43,575.21
3	36,432.26	37,034.60	37,646.89	38,269.30	38,902.01	39,545.17	40,198.98	40,863.58	41,539.19	42,225.94	42,924.07	43,633.73	44,355.13	45,088.45	45,833.90	46,591.68	47,361.93
4	39,732.59	40,389.49	41,057.25	41,736.05	42,426.07	43,127.50	43,840.53	44,565.35	45,302.14	46,051.13	46,812.49	47,586.44	48,373.18	49,172.93	49,985.91	50,812.34	51,652.37
5	41,719.22	42,408.96	43,110.12	43,822.85	44,547.38	45,283.88	46,032.56	46,793.61	47,567.25	48,353.67	49,153.11	49,965.75	50,791.84	51,631.59	52,485.21	53,352.95	54,234.99
6	44,575.94	45,312.91	46,062.07	46,823.61	47,597.75	48,384.69	49,184.63	49,997.80	50,824.41	51,664.69	52,518.86	53,387.16	54,269.81	55,167.05	56,079.12	57,006.28	57,948.72
7	48,819.23	49,626.35	50,446.82	51,280.86	52,128.69	52,990.53	53,866.63	54,757.20	55,662.51	56,582.78	57,518.25	58,469.20	59,435.87	60,418.52	61,417.43	62,432.85	63,464.99
8	51,519.49	52,371.27	53,237.13	54,117.29	55,012.02	55,921.53	56,846.08	57,785.91	58,741.29	59,712.46	60,699.69	61,703.23	62,723.37	63,760.37	64,814.53	65,886.11	66,975.35
9	55,424.18	56,340.51	57,271.99	58,218.86	59,181.39	60,159.84	61,154.47	62,165.53	63,193.31	64,238.09	65,300.13	66,379.75	67,477.20	68,592.80	69,726.85	70,879.64	72,051.44
10	61,214.76	62,226.82	63,255.63	64,301.43	65,364.52	66,445.19	67,543.73	68,660.44	69,795.60	70,949.53	72,122.53	73,314.94	74,527.05	75,759.21	77,011.74	78,284.97	79,579.19
11	64,102.77	65,162.58	66,239.92	67,335.06	68,448.31	69,579.97	70,730.34	71,899.72	73,088.44	74,296.81	75,525.15	76,773.81	78,043.12	79,333.40	80,645.02	81,978.33	83,333.61
12	69,331.01	70,477.27	71,642.47	72,826.93	74,030.97	75,254.93	76,499.12	77,763.88	79,049.55	80,356.48	81,685.01	83,035.51	84,408.34	85,803.86	87,222.45	88,664.51	90,130.32

PeopleSoft Step* 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17

* Steps in PeopleSoft are for administrative purposes only.

MACEWAN STAFF ASSOCIATION

SCHEDULE: HOURLY

EFFECTIVE: July 01, 2013 (2.0% Added)

BASED ON: 1820 Annual Hours

Steps

	1.0	1.5	2.0	2.5	3.0	3.5	4.0	4.5	5.0	5.5	6.0	6.5	7.0	7.5	8.0	8.5	9.0
1	16.32	16.59	16.86	17.14	17.42	17.71	18.00	18.30	18.60	18.91	19.22	19.54	19.86	20.19	20.53	20.87	21.21
2	18.42	18.72	19.03	19.35	19.67	19.99	20.32	20.66	21.00	21.35	21.70	22.06	22.42	22.79	23.17	23.55	23.94
3	20.02	20.35	20.69	21.03	21.37	21.73	22.09	22.45	22.82	23.20	23.58	23.97	24.37	24.77	25.18	25.60	26.02
4	21.83	22.19	22.56	22.93	23.31	23.70	24.09	24.49	24.89	25.30	25.72	26.15	26.58	27.02	27.46	27.92	28.38
5	22.92	23.30	23.69	24.08	24.48	24.88	25.29	25.71	26.14	26.57	27.01	27.45	27.91	28.37	28.84	29.31	29.80
6	24.49	24.90	25.31	25.73	26.15	26.58	27.02	27.47	27.93	28.39	28.86	29.33	29.82	30.31	30.81	31.32	31.84
7	26.82	27.27	27.72	28.18	28.64	29.12	29.60	30.09	30.58	31.09	31.60	32.13	32.66	33.20	33.75	34.30	34.87
8	28.31	28.78	29.25	29.73	30.23	30.73	31.23	31.75	32.28	32.81	33.35	33.90	34.46	35.03	35.61	36.20	36.80
9	30.45	30.96	31.47	31.99	32.52	33.05	33.60	34.16	34.72	35.30	35.88	36.47	37.08	37.69	38.31	38.94	39.59
10	33.63	34.19	34.76	35.33	35.91	36.51	37.11	37.73	38.35	38.98	39.63	40.28	40.95	41.63	42.31	43.01	43.72
11	35.22	35.80	36.40	37.00	37.61	38.23	38.86	39.51	40.16	40.82	41.50	42.18	42.88	43.59	44.31	45.04	45.79
12	38.09	38.72	39.36	40.01	40.68	41.35	42.03	42.73	43.43	44.15	44.88	45.62	46.38	47.14	47.92	48.72	49.52

PeopleSoft Step* 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17

* Steps in PeopleSoft are for administrative purposes only.

MACEWAN STAFF ASSOCIATION

SCHEDULE: ANNUAL

EFFECTIVE: January 01, 2014 (1.0% Added)

BASED ON: 1820 Annual Hours

Steps

	1.0	1.5	2.0	2.5	3.0	3.5	4.0	4.5	5.0	5.5	6.0	6.5	7.0	7.5	8.0	8.5	9.0
1	29,991.38	30,487.23	30,991.27	31,503.65	32,024.49	32,553.96	33,092.18	33,639.29	34,195.44	34,760.80	35,335.50	35,919.70	36,513.57	37,117.24	37,730.90	38,354.71	38,988.79
2	33,854.58	34,414.30	34,983.27	35,561.65	36,149.59	36,747.26	37,354.79	37,972.39	38,600.18	39,238.36	39,887.09	40,546.54	41,216.89	41,898.33	42,591.04	43,295.20	44,010.96
3	36,796.58	37,404.94	38,023.35	38,651.99	39,291.03	39,940.62	40,600.96	41,272.22	41,954.58	42,648.20	43,353.31	44,070.07	44,798.68	45,539.34	46,292.24	47,057.59	47,835.55
4	40,129.92	40,793.39	41,467.83	42,153.41	42,850.33	43,558.77	44,278.94	45,011.00	45,755.16	46,511.64	47,280.61	48,062.30	48,856.91	49,664.66	50,485.77	51,320.46	52,168.89
5	42,136.41	42,833.05	43,541.22	44,261.08	44,992.85	45,736.72	46,492.88	47,261.55	48,042.92	48,837.21	49,644.64	50,465.41	51,299.76	52,147.90	53,010.06	53,886.48	54,777.34
6	45,021.70	45,766.04	46,522.69	47,291.85	48,073.73	48,868.53	49,676.48	50,497.78	51,332.65	52,181.33	53,044.05	53,921.03	54,812.51	55,718.72	56,639.91	57,576.34	58,528.21
7	49,307.42	50,122.61	50,951.29	51,793.67	52,649.98	53,520.44	54,405.29	55,304.77	56,219.13	57,148.60	58,093.43	59,053.89	60,030.23	61,022.71	62,031.61	63,057.17	64,099.64
8	52,034.69	52,894.98	53,769.50	54,658.46	55,562.14	56,480.74	57,414.54	58,363.77	59,328.70	60,309.58	61,306.68	62,320.26	63,350.60	64,397.98	65,462.68	66,544.97	67,645.10
9	55,978.42	56,903.91	57,844.71	58,801.05	59,773.21	60,761.44	61,766.01	62,787.19	63,825.25	64,880.47	65,953.14	67,043.54	68,151.97	69,278.73	70,424.12	71,588.43	72,771.95
10	61,826.91	62,849.09	63,888.18	64,944.45	66,018.17	67,109.64	68,219.17	69,347.04	70,493.55	71,659.02	72,843.76	74,048.09	75,272.32	76,516.80	77,781.85	79,067.82	80,374.99
11	64,743.80	65,814.20	66,902.32	68,008.41	69,132.79	70,275.77	71,437.64	72,618.72	73,819.32	75,039.78	76,280.40	77,541.55	78,823.55	80,126.73	81,451.47	82,798.11	84,166.94
12	70,024.33	71,182.04	72,358.89	73,555.20	74,771.28	76,007.48	77,264.12	78,541.51	79,840.05	81,160.04	82,501.86	83,865.87	85,252.42	86,661.90	88,094.68	89,551.15	91,031.62

PeopleSoft Step* 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17

* Steps in PeopleSoft are for administrative purposes only.

MACEWAN STAFF ASSOCIATION

SCHEDULE: HOURLY

EFFECTIVE: January 01, 2014 (1.0% Added)

BASED ON: 1820 Annual Hours

Steps

	1.0	1.5	2.0	2.5	3.0	3.5	4.0	4.5	5.0	5.5	6.0	6.5	7.0	7.5	8.0	8.5	9.0
1	16.48	16.75	17.03	17.31	17.60	17.89	18.18	18.48	18.79	19.10	19.42	19.74	20.06	20.39	20.73	21.07	21.42
2	18.60	18.91	19.22	19.54	19.86	20.19	20.52	20.86	21.21	21.56	21.92	22.28	22.65	23.02	23.40	23.79	24.18
3	20.22	20.55	20.89	21.24	21.59	21.95	22.31	22.68	23.05	23.43	23.82	24.21	24.61	25.02	25.44	25.86	26.28
4	22.05	22.41	22.78	23.16	23.54	23.93	24.33	24.73	25.14	25.56	25.98	26.41	26.84	27.29	27.74	28.20	28.66
5	23.15	23.53	23.92	24.32	24.72	25.13	25.55	25.97	26.40	26.83	27.28	27.73	28.19	28.65	29.13	29.61	30.10
6	24.74	25.15	25.56	25.98	26.41	26.85	27.29	27.75	28.20	28.67	29.15	29.63	30.12	30.61	31.12	31.64	32.16
7	27.09	27.54	28.00	28.46	28.93	29.41	29.89	30.39	30.89	31.40	31.92	32.45	32.98	33.53	34.08	34.65	35.22
8	28.59	29.06	29.54	30.03	30.53	31.03	31.55	32.07	32.60	33.14	33.68	34.24	34.81	35.38	35.97	36.56	37.17
9	30.76	31.27	31.78	32.31	32.84	33.39	33.94	34.50	35.07	35.65	36.24	36.84	37.45	38.07	38.69	39.33	39.98
10	33.97	34.53	35.10	35.68	36.27	36.87	37.48	38.10	38.73	39.37	40.02	40.69	41.36	42.04	42.74	43.44	44.16
11	35.57	36.16	36.76	37.37	37.99	38.61	39.25	39.90	40.56	41.23	41.91	42.61	43.31	44.03	44.75	45.49	46.25
12	38.47	39.11	39.76	40.41	41.08	41.76	42.45	43.15	43.87	44.59	45.33	46.08	46.84	47.62	48.40	49.20	50.02

PeopleSoft Step*

1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17

* Steps in PeopleSoft are for administrative purposes only.

MSA Salary Band Points

Bands	Band Minimum Points	Band Maximum Points
1	140	179
2	180	209
3	210	239
4	240	269
5	270	299
6	300	319
7	320	339
8	340	379
9	380	419
10	420	459
11	460	499
12	500	539