

Collective Agreement

Between

Grant MacEwan University
Board of Governors

and

MacEwan Staff Association

July 1, 2017 – June 30, 2019



MSA

**MacEwan Staff
Association**

13537 (07)

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This Agreement is made this 1st day of July, 2017 between:

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

AND

MacEwan Staff Association (hereinafter referred to as MSA).

1.0 PREAMBLE AND PURPOSE

- 1.1 MacEwan University is an engaged university at the heart of the city where creativity and innovation thrive, and a unique student experience opens diverse pathways for achievement and growth. We inspire students with a powerful combination of academic excellence and personal learning experiences. We provide a transformative education in a creative, collaborative and supportive environment.
- 1.2 The collective agreement provides the foundation and framework for a positive labour relations culture in support of MacEwan University's purpose.
- 1.3 The Parties to this agreement value and recognize the vital role each party plays and commit themselves to enhance the working relationship through cooperation and mutual respect.
- 1.4 The Parties commit to:
 - recognize and acknowledge their respective rights and obligations under labour and employment legislation and the collective agreement
 - build positive working relationships based on trust
 - communicate with each other in ways that promote common understanding and effective problem solving
 - create a safe, healthy, effective, innovative work environment
 - ensure that all members of the university community contribute to the university's success, and are valued and recognized for their contribution
 - foster a sense of pride and community at the University by actively promoting the behaviors, principles and accountabilities expressed in the MacEwan University Code of Conduct.
 - share information that is required for each party to effectively meet the obligations of their role.
 - encourage the proactive resolution of issues at the lowest level possible and in a timely manner through direct communication between affected individuals.

- 1.5 The Parties commit to active communication on issues that directly affect the interest of the employees of the bargaining unit. We will work to ensure that all members of the University community understand the importance and value of this Agreement and live up to their Collective Agreement responsibilities.
- 1.6 The University and the MSA commit to act in a manner which is not arbitrary, discriminatory or in bad faith.
- 1.7 The Parties are entering into this Collective Agreement with the intent and purpose of promoting a harmonious working relationship between the University and employees.
- 1.8 Further, the purpose of this Agreement is to establish the principal terms and conditions of employment for the non-academic employees of MacEwan University represented by the MacEwan Staff Association as defined in Article 2 hereinafter referred to as the "bargaining unit").

2.0 RECOGNITION

- 2.0.1 The University recognizes the MSA as the exclusive bargaining agent for the unit of Employees described in Certificate #E125-2015 under the Public Service Employee Relations Act, formerly issued as Certificate #E100-2006.
- 2.0.2 This Collective Agreement shall not apply to positions which have been excluded by mutual agreement of the Parties, or pursuant to an order of the Labour Relations Board.
- 2.0.3 No employee shall negotiate terms and conditions of employment that conflict with the terms of this Agreement without the written consent of the MSA.
- 2.0.4 No employee shall be required to agree to terms and conditions of employment that conflict with the terms of this Agreement.
- 2.0.5 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 regarding bargaining unit employees.
- 2.0.6 Wherever in this agreement specific authority is placed in a management position (i.e. Out-of-Scope (OOS) Manager), it is understood that, if necessary, such authority may be exercised by an individual in a position of higher level of authority.

2.1 University Policies

- 2.1.1 Any changes, additions or deletions to University Policies, which alter bargaining unit employees' terms and conditions of employment not encompassed within this Collective Agreement, will not be implemented without consultation with the MSA.

3.0 DURATION

- 3.0.1 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 2019, and thereafter shall remain in full force and effect until an amended Agreement is ratified.
- 3.0.2 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.

4.0 TIME LIMITS

- 4.0.1 All procedural steps and time limits specified in this agreement may be extended for a specified period of time, or generally waived, upon mutual written agreement of the Parties at any time.
- 4.0.2 If the Parties agree that timelines are waived while attempting to resolve an issue through discussion or other forms of communication, either party may at any time provide five (5) working days of notice of a unilateral declaration that the time limits are reinstated, and such will come into effect at the last formal step filed by either party.
- 4.0.3 For notice periods, specified number of days shall normally be considered as a minimum.

5.0 RENEGOTIATION

- 5.0.1 Either party may, not earlier than nine (9) months and not later than eight (8) months prior to the expiry of the term of this Agreement, give to the other in writing, a notice to commence collective bargaining. Such notice is to be addressed to the President of the University if served by MSA, and to the President of MSA if served by the University.

- 5.0.2 The notice to commence collective bargaining shall:
- a) name one or more persons with authority to:
 - bargain collectively, and
 - conclude a Collective Agreement, and
 - sign a Collective Agreement subject to ratification by the membership or the University, whichever is applicable, and
 - b) identify the process to be used in the event of dispute:
 - i. Article 5.2, or
 - ii. Negotiate an Essential Services Agreement prior to an application for Alberta Labour Relations Board regulated dispute resolution.
- 5.0.3 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 one or more persons with authority to:
- bargain collectively, and
 - conclude a Collective Agreement, and
 - sign a Collective Agreement subject to ratification by the membership or the University, whichever is applicable, and
 - include agreement or disagreement of the identified dispute resolution as per Article 5.02 (b).
- 5.0.4 If neither party selects the option to negotiate an essential services agreement, in their notice to bargain or in their response, then the Parties mutually agree to utilize the process outlined in Article 5.2.
- 5.0.5 MSA and the University shall meet and commence bargaining in good faith:
- within 90 days if option 5.0.2 (b) (i) is selected by both parties, or
 - within 30 days if option 5.0.2 (b) (ii) is selected by either party.
- 5.0.6 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 mediation/arbitration as provided for in Article 45.4 and 45.5 of this Agreement.
- 5.0.7 The University and MSA shall equally share the cost of duplication of revised or replacement Collective Agreements. Distribution of the Collective Agreement will be a shared responsibility between MSA and Human Resources.

- 5.0.8 During the term of this agreement or while negotiations for another agreement are being held, the Parties will not engage in any strike, slowdown, or stoppage of work, lockout or deliberate restriction or reduction in hours of work for the purposes of influencing bargaining.

5.1 Effective Date of Agreement / Retroactivity

- 5.1.1 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.
- 5.1.2 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.
- 5.1.3 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.

5.2 Impasse Resolution

- 5.2.1 In the event the Parties are unable to resolve their differences in negotiations, they will refer any items that remain in dispute to the dispute resolution process outlined in Article 45.3, 45.4 and 45.5 including mediation and neutral binding third-party arbitration. The Parties shall not be precluded from reaching a voluntary and mutually agreeable settlement at any stage in the process.

6.0 MANAGEMENT RIGHTS

- 6.0.1 Subject to the terms of this agreement, the University's rights include, but are not limited to the following:
- maintain order, discipline and efficiency
 - make, alter and enforce, from time to time, rules and regulations to be observed by an employee which are not in conflict with any provision of this Collective Agreement
 - direct the working force and create, modify, or abolish classifications, positions, and work units, and determine the number of required employees
 - hire, promote, reclassify, transfer, layoff or recall
 - demote, discipline, suspend or discharge for just cause
 - contract out functions of the University's operational units.

6.0.2 The Parties recognize there are different reasons for contracting out bargaining unit work as follows:

- 1) *Contracting workers with specific skill sets for work of a temporary nature.* Temporary means where the specified period of work is for up to eighty (80) working days.

When the University finds it necessary to contract out bargaining unit work that does not impact current employees covered by this Collective Agreement and the specific skills sets are not available, the University will notify MSA of the intent to contract out.

- 2) *Interim contract workers for periods during the recruitment process.* The University will notify MSA of the intent to contract out for a specified period not more than forty (40) working days.

- 3) *Contracting out bargaining unit work on a permanent basis.* The University agrees to provide information, including the rationale, relevant to the work that is being considered for the potential of contracting out. Existing contracts will be reviewed by the Parties as they come up for renewal.

- a. Bargaining unit work is affected but no employees impacted

At least three (3) months prior to the final decision to contract out this work, the University agrees to meet with MSA. MSA shall be provided ten working days to respond. If MSA objects within the ten (10) day time period, the Parties agree to meet to discuss reasonable measures to continue the work in scope prior to a final decision being made.

- b. Both bargaining unit work and current employees affected

At least six (6) months in advance of the intended change the University agrees to meet with MSA. During the notice period, the University and MSA will meet to discuss possible alternatives to the proposed contracting out and consider ways to continue the work in scope. At the conclusion of these discussions, the University will formally advise MSA in writing of the final decision.

6.0.3 The MSA agrees to only release information (written or verbal) to which the University has given prior approval. Notwithstanding the above, where the contemplated contracting out is not work within the scope of the MSA bargaining unit, consultation is not required.

7.0 EMPLOYER – UNION RELATIONS

- 7.0.1 The University and MSA commit to the goal of a positive labour relations culture, recognizing that the University's role is to manage in the best interests of the University community and MSA's role is to represent the collective interests of the bargaining unit.
- 7.0.2 At time of hire, the University will inform all new employees of the contractual relationship between the University and MSA, and provide them access to a copy of the Collective Agreement, either electronically or physically.
- 7.0.3 All new employees will have the opportunity to meet with a representative from MSA for a period of up to fifteen (15) minutes during the employee's probationary period, without loss of regular earnings. The purpose of such meeting will be to acquaint the employee with the role of MSA and the Collective Agreement. Information regarding this meeting will be included in the new employee's offer letter.
- 7.0.4 The University shall deduct dues from the pay of each employee and submit them on a bi-weekly basis to the MSA with an itemized dues report as specified in Article 11.0.2. The MSA 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.
- 7.0.5 The MSA shall promptly advise Human Resources of any changes to the MSA Executive Board and/or designated Labour Relations officials.
- 7.0.6 No employee shall be subjected to discriminatory treatment by reason of the employee's membership in, or participation in the activities of, the MSA.
- 7.0.7 All employees will be informed of their right to MSA assistance and representation for any workplace concern involving the terms and conditions specified in the Collective Agreement. The Parties shall encourage resolution of concerns between the employee and their direct OOS Manager whenever possible.

7.0.8 The Parties acknowledge that as the exclusive bargaining agent, MSA has an interest in the selection of individuals representing the perspective of bargaining unit employees on various University committees as referenced under Article 8.0.2 (b).

- a) MSA shall have the exclusive right to determine the process for selecting its representatives on decision-making committees that affect any terms and conditions of employment of bargaining unit employees as outlined in the collective agreement.
- b) The Parties shall discuss through the Joint Consultation Committee the processes of selecting representatives from the bargaining unit for university wide committees that do not affect employment conditions of bargaining unit employees, but involve representation by MSA members. The Parties agree that this Article shall not be used to require changes to Terms of Reference for existing committees at the time of ratification of this agreement, without mutual agreement.
- c) The University shall have the exclusive right to determine the process for selecting its representatives on work-unit committees.

7.0.9 For the purposes of open discussion and timely exploration of options for the resolution of disputes, all communication between the Parties shall be without prejudice or precedent until formal agreement is reached and signed by both Parties.

8.0 RELEASE TIME FOR MSA ACTIVITIES

8.0.1 Subject to the ability to provide continuity of normal University operations and the prior approval of scheduling by the OOS Manager, MSA members will be granted the following release time without impact to employee compensation. Such approval will not be unreasonably denied.

8.0.2 *All bargaining unit members:*

- At 2:00 pm twice yearly to attend MSA general meetings. Staff will not be given 'time in lieu', if they do not attend these meetings.
- Periodically as required to attend and contribute to University approved committees as referenced in Article 7.0.8.
 - o Where membership on committees is selected by MSA, the affected OOS Manager will be notified by MSA when one of their employees is being considered as a representative.
 - o To accommodate participation, employees may be required to have schedule changes or modifications to hours. Such participation shall not generally attract overtime.

8.0.3 *Elected MSA Executive Board*

In addition to the above:

- Up to a maximum of seven (7) hours per month to attend MSA Executive meetings; and/or attend scheduled meetings on behalf of MSA.

8.0.4 *MSA Bargaining Committee*

8.0.4.1 The MSA's Bargaining Committee shall be comprised in accordance with the MSA Constitution and Bylaws. Release time for employees serving on the MSA's Bargaining Committee shall be scheduled in consultation with the University's Human Resource Department and will not be unreasonably withheld, considering the requirements of the negotiation meeting schedule that is mutually agreed between the Parties, and including a reasonable amount of preparation time.

8.0.4.2 The MSA Vice-President and a minimum of three (3) and up to five (5) additional MSA members shall be granted such release time fully funded and paid by the University at the incumbent's regular rate of pay.

8.0.5 *Elected MSA President and Vice President*

8.0.5.1 The duly-elected MSA President shall be granted 50% release time. One MSA Vice-President and the immediate Past-President shall each be granted 10% release time. For the duration of their terms this time is fully funded and paid by the University at the incumbent's regular rate of pay. The Past-President, release time is limited to a period no longer than nine (9) months after the election.

8.0.5.2 Arrangements may be mutually made between the affected OOS manager and the employee, through discussions with Human Resources, to substitute paid release time with the appropriate level of additional stipend.

8.0.6 *Additional Release Time paid by MSA*

8.0.6.1 Additional release time, fully funded by MSA, will not be unreasonably withheld by the University for MSA members serving on the MSA Executive Board, upon the written request of MSA through the appropriate designated contact in Human Resources.

9.0 JOINT CONSULTATION

- 9.0.1 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.
- 9.0.2 Through regularly scheduled meetings the joint consultation committee provides a cooperative forum in which both Parties can discuss items of concern. Such items may include but are not limited to workload concerns, employee morale, paid and unpaid leave of absence utilization (personal, medical, sick, etc), casual utilization, contracting out, jurisdiction, turnover.
- 9.0.3 Through free and frank discussion, the issues confronting Administration and Staff can be addressed and the results shared with all constituents.
- 9.0.4 The following terms will guide the committee:
- meetings will be scheduled at least every two (2) months;
 - each party will name three (3) participants to the committee;
 - chairing of the meetings and minute taking will be a shared responsibility on a rotational basis;
 - additional resources or individuals with specific information may be invited to attend meetings on an *ad hoc* basis.

10.0 JOINT COMMUNICATION

- 10.0.1 The Parties are committed to the joint communication of the substantive changes of the new Collective Agreement and to joint creation of interpretation documents.
- 10.0.2 Throughout the term of the agreement, Human Resources and MSA will cooperate to provide training to both management and staff relating to the interpretation of the Collective Agreement. It is recognized however that neither party shall be precluded from individually delivering training as they determine appropriate.

11.0 INFORMATION DISCLOSURE

- 11.0.1 General principles:
- 11.0.1.1 Effective labour relations needs to have an efficient and timely exchange of information so the MSA can fulfil its representational responsibilities to further the interests of the employees of the bargaining unit, both individually and collectively.

11.0.1.2 The University commits to providing information deemed necessary to resolve a specific issue at the time the issue is being resolved.

11.0.1.3 The University shall seek to acquire written consent from relevant individuals prior to disclosing specific information protected under privacy legislation to MSA. The Parties agree that such information will not be disclosed to MSA if such consent has not been expressly given.

11.0.2 The University commits to providing reports as outlined below:

- Employment Change Report - Monthly
- Bargaining Unit Position Report – Monthly
- Leaving Employment in Bargaining Unit Report – Monthly
- Dues Report – Bi-weekly
- Contact Information Report – January and July
- Seniority Report – Annual
- New Hire Report – Monthly
- Casual Staff Utilization – July

Note: The employee identification number will be provided on all reports.

11.0.3 Duly appointed representatives of MSA shall be provided access to view and/or be provided copies of the following additional personal information, only with a signed individual consent by the affected employee:

- Disability (STD, LTD) Files and Records
- Worker's Compensation and Injury Files and Records
- Employee Human Resource file

11.0.4 The University shall provide MSA with shared access to at least one (1) physical bulletin board located near the MSA office. Use of general posting boards is subject to the University's normal approval process which will not be unreasonably withheld.

11.0.5 An employee may have access to view their Human Resources file upon request.

12.0 HEALTH, SAFETY AND ENVIRONMENT (HSE)

12.0.1 The Parties support the establishment of a Health, Safety and Environment Steering Committee, as well as various workplace Health and Safety committees following the general guidelines outlined in the Alberta Occupational Health and Safety Code.

12.0.2 Employee representatives to the Health, Safety and Environment Steering Committee will be selected by MSA.

12.0.3 Workplace Health and Safety Committees

12.0.4 The purpose of workplace Health and Safety committees are to:

- maintain a cooperative effort for the safety of employees,
- identify and assess hazards in the workplace,
- make recommendations for the improvement of the work practices
- promote the health and safety of employees,
- carry out the duties and functions in accordance with Occupational Health and Safety legislation and the University's Health, Safety and Environment policies.

12.0.5 MSA representatives to the workplace Health and Safety Committees will be selected according to the Terms of Reference for that committee. New employees will be selected using a process that ensures meaningful input from the affected bargaining unit employees regarding who represents their interests. MSA will be advised of each committee's membership.

13.0 POSTINGS

13.0.1 The University and the MSA 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.

13.0.2 All continuing and term vacancies of ten (10) months or greater duration will be posted for a period of five (5) working days and will be filled by competition. Depending on the nature of the vacancy, the University may elect to post the vacancy for internal applicants only, or to open the competition to both internal and external applicants.

13.0.3 In filling vacancies, first consideration will be given to internal applicants. Where two (2) or more candidates are assessed by MacEwan to be equal, seniority will be the deciding factor.

13.0.4 Internal candidates may request and will be provided specific feedback on the skills and experience they may need to improve to be successful on future postings.

13.0.5 Although casual opportunities or term vacancies of less than ten (10) months duration are not subject to the provisions in Article 13.0.2, these opportunities must be made available to all bargaining unit employees in the work area through a fair and unbiased process.

14.0 RECURRING TERM POSITIONS

14.0.1 At the time of hire, and prior to the first day of the annual inactive period, the recurring term employee will be notified of the anticipated date to return to work, and if a date change is required the employee will be notified in writing thirty (30) days in advance of the changed date.

14.0.2 A recurring term employee may request salary averaging over a full year, including the inactive period. This request must be made in writing to the OOS Manager thirty (30) days prior to the return to work after an inactive period.

15.0 TERM POSITIONS

15.0.1 Employees may occupy the same Term position for:

- Up to twelve (12) months when the Term position is conditionally funded or is funded for a specific project.
- Until the incumbent returns to work when the position is encumbered but the regular incumbent is on leave from the position.

15.0.2 Term positions may be extended with mutual agreement of the Parties for a period up to thirty-six (36) months. If employment is continued beyond the term length without agreement then the Employee and the position shall become Continuing.

15.0.3 Term appointments may end upon the discontinuance of the project or funding, or upon the return of the regular incumbent. Term employees will be given notice as per Employment Standards specifications.

15.0.4 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 13.

16.0 STUDENT CASUALS POSITIONS

- 16.0.1 The Parties agree that Student Casual positions as defined in Article 46.9.7 and Article 46.32 provide valuable and practical career experience for secondary and post-secondary students. Student Casual positions provide students with opportunities to develop fundamental career skills such as communication, time management, and customer service. Student Casual positions also provide opportunities to develop a sense of community and involvement with MacEwan University.
- 16.0.2 Student Casual positions will contain duties similar in nature to other bargaining unit positions; however, the duties covered in a student casual position cannot exceed forty (40) percent of the full duties of a comparable position. For example, the Student Childcare Worker position will contain thirty (30) percent of the full duties included in the Childcare Worker I position.
- 16.0.3 Article 16 does not apply for students hired to fill Continuing, Recurring Term or Non-Recurring Term or Replacement Term positions as defined in Article 46.9 of the Collective Agreement. Students hired to these positions will be subject to all the terms and conditions of the Collective Agreement.
- 16.0.4 Enrolment in a course or courses is normally required for continued employment in a Student Casual Position, except during the summer months in which the student must demonstrate intent to return to school in the fall term. The University and MSA retain the right to confirm student enrolment status at the time of hiring, following any academic course drop date, and periodically throughout employment in a Student Casual Position.
- 16.0.5 Article 16 shall not be used to reclassify existing full-time or part-time employees serving in Continuing, Recurring Term, Non-Recurring Term, Replacement Term or Casual positions into Student Casual Positions if they enroll in a course or courses.

16.0.6 Student Casual Positions will be covered by the terms and conditions of the Collective Agreement except as noted below. The following provisions do not apply to Student Casual Positions:

- Articles 18.0.1, 18.0.2, 18.0.7, 18.0.8, 18.0.9, 18.0.10
- Article 20
- Article 21.0.3, 21.0.4, 21.0.5, 21.1.1
- Article 23.1.6
- Articles 30.2
- Article 33.0.1, 33.0.2, 33.0.3, 33.0.7, 33.0.8, 33.0.9, 33.0.11, 33.0.12, 33.0.13, 33.0.14, 33.0.15, 33.0.16, 33.0.17
- Article 34.1, 34.2, 34.3
- Article 36
- Articles 37.4, 37.5, 37.6
- Article 38
- Article 43
- Article 44

16.0.7 Salary placement for Student Casual positions shall be in accordance with Article 22.1 Grid Placement.

17.0 PROBATION PERIOD

17.0.1 Upon hire, Continuing and Term employees shall complete a probationary period of six (6) months or for a longer period as may be established by the OOS Manager in consultation with Human Resources. Such period shall not exceed nine (9) months.

17.0.2 Where a period of probation in excess of six (6) months has been established, the employee shall be notified in writing in the offer letter at the time of hire of the length of the probationary period. Criteria for the extended probationary period will be established based on one or more of the factors below:

- complexity of the work,
- timing of the hire in relation to the cycle of work activities,
- mutual availability of the new employee and the OOS Manager (specific to positions required to travel).

17.0.3 During the course of an employee's probationary period, they shall receive:

- Reasonable orientation,
- General performance related feedback, and
- Specific Workforce Engagement ("WE") conversations in accordance with Article 31.0.

- 17.0.4 If a probationary employee transfers to another position, the probationary period shall continue in the new position.
- 17.0.5 If a Term employee is reappointed to the same position within twenty-four (24) months of the expiry of their previous appointment, they shall not be required to serve a further probationary period.
- 17.0.6 The University may extend an employee's probationary period for an additional three (3) months. The employee and the MSA 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.
- 17.0.7 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.
- 17.0.8 If the University deems a probationary employee to be unsuitable, the employee's employment may be terminated at any time without notice. The University will provide the employee reasons for the termination.
- (i) In the event an unsuitable probationary employee has been employed for three (3) or more months, they will be provided severance as specified in Alberta Employment Standards. In the case of termination for serious misconduct during probation, no severance is required.
 - (ii) The MSA may grieve such termination on behalf of the employee in accordance with the Article 45. The Parties agree that grievances will only be advanced to the Arbitration stage when there is cause to believe that the termination was discriminatory.
- 17.0.9 At the discretion of Human Resources in consultation with the OOS Manager, 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 either the employee's OOS Manager, or by the employee with a copy to their OOS Manager.

18.0 HOURS OF WORK AND SCHEDULING

- 18.0.1 For all employees except Casual appointments, the normal work week shall consist of five (5) days to a maximum of seven (7) hours each, to a maximum of thirty-five (35) hours per week.

- 18.0.2 All employees, except Casuals and Student Casuals, shall normally have two (2) consecutive days off each week.
- 18.0.3 For employees holding Casual appointments, the normal work week shall consist of a maximum of forty (40) hours comprised of a maximum of five (5) work days of a maximum of eight (8) hours each.
- 18.0.4 All employees shall have not less than eight (8) hours off between scheduled work periods, except in the case of unforeseen emergencies.
- 18.0.5 The daily hours of work shall normally run consecutively, inclusive of paid and unpaid rest and meal breaks specified in Article 19.
- 18.0.6 For only Student Casuals working in Athletics or Sport & Wellness:

Article 11(3) of the Alberta Employment Standards Regulation 14/1997 (with amendments up to and including Alberta Regulation 130/2015) shall be deemed to apply:

“If an employee is (a) employed in a recreation or athletic program on a part time basis by a municipality, Metis settlement or community service organization that is not operated for profit, for less than 2 consecutive hours of work, the employer must pay the employee for 2 hours of work at not less than the minimum wage to which the employee is entitled.”

- 18.0.7 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 more than one shift schedule exists in a work area on an ongoing basis, an employee may request to be considered for the schedule change and such request shall not be unreasonably denied, subject to operational requirements.

- 18.0.8 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 of 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 of notice shall be provided.
- 18.0.9 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.

18.0.10 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 to circumvent the requirement for notice given under Article 18.0.8.

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

19.0 REST AND MEAL BREAKS

19.0.1 Normally, an unpaid meal period of one (1) hour shall be granted at approximately mid-point in the employee's regular work day, the unpaid meal period may be reduced on a continuing basis to one-half (0.5) hour with mutual written agreement between the employee and their OOS Manager.

19.0.2 On rare occasions an employee may be required, in writing, by their OOS Manager to work through their scheduled unpaid meal period and be unable to leave their station of employ for the minimum one-half (0.5) hour. In such case, the employee shall be compensated for the missed unpaid meal period either through time off in lieu at a rate of 1.5x or paid at the applicable overtime pay rate.

19.0.3 Employees shall be permitted a paid rest period of fifteen (15) minutes during each scheduled work period of three and one-half (3.5) hours or more. Such time is to be taken in accordance with a schedule arranged with the OOS Manager. The general expectation is that one paid rest period of fifteen (15) minutes shall normally occur in the first half of the shift, and one in the latter half of the shift.

19.0.4 Notwithstanding Article 19.0.1, on shifts of less than five (5) hours duration, an unpaid meal break is not required to be provided. On work day shifts of five (5) hours to six (6) hours duration, the unpaid meal break may be waived by mutual agreement between the employee and their OOS Manager, with notice provided to Human Resources and the MSA. In such cases, the employee shall still be provided a paid rest period of fifteen (15) minutes duration at least once every two and one-half (2.5) hours.

19.0.5 Provided that no employee is required to work in excess of two and one-half (2.5) hours without a break, the timing of the unpaid meal break may be shifted from the mid-point of the work day by up to one and one-half (1.5) hours either way and both paid fifteen (15) minute breaks be taken consecutively in the mid-point of the longest portion of the shift by mutual written agreement between the OOS Manager and a minimum of 75% support of the group of affected employees. Where operationally required all affected employees' breaks will be adjusted accordingly.

20.0 ALTERNATIVE WORK ARRANGEMENTS

20.0.1 Alternative hours of work may be implemented by mutual agreement of the OOS Manager and the employee(s). These arrangements are appropriate only where operations do not require routine and standardized hours of work. All positions of the same or similar requirements must be given equal consideration. Consideration of work events such as team meetings and core duties must be given when adjusting time or making appointments to ensure maximum participation in workplace activities.

20.1 Start and End Times

20.1.1 The Parties agree that for employees in some positions, flexibility around their start and end time provides the opportunity to meet personal needs while allowing the University to meet operational needs. The following considerations are required when implementing these arrangements.

20.1.2 Employees must make a request to their OOS Manager to change their start and end time.

20.1.3 Changes for specific reasons must be mutually agreed to at least one day in advance. Frequency of changes to start and end time must be limited to have consistency in the work unit.

20.2 Working from Home or Off Campus Work Requirements

20.2.1 This section applies to employees who work at home or at an off-campus work location (e.g. Recruiters). Decisions to approve requests to work from home will be made by the OOS Manager based on consideration of the nature of the work, the employee skill and capacity, supervision requirements, and providing fair and equal opportunity for employees in the work unit. All responsibilities and performance expectations will apply.

20.2.2 It is expected that the employee be available for work during normal business hours. However, the employee has the flexibility to structure the seven (7) hours of work within a daily 24 hour period provided that the employee receives prior approval from their OOS Manager. From time to time employees with work at home arrangements will be required to work on site due to operational requirements.

20.2.3 Working from home agreements will be jointly developed with the OOS Manager, Human Resources, and the MSA.

20.2.4 Arrangements to work at home will be in writing and will outline the following provisions:

- Requirements to be on-site to meet operational needs.
- An employee will not be entitled to shift differential except when directed by the University to work during hours that qualify for shift differential.
- An employee will not be entitled to overtime payment except when directed by the University to work in excess of the normal hours of work as defined in Article 18.
- The University may visit the home office for business and inspection purposes; however, the employee will receive twenty-four (24) hours of notice or such shorter period as mandated by law in advance of such visits. Such visits will occur during normal business hours of the administrative offices of the University, except in cases of emergency.
- The employee will report all absences from work to their immediate OOS Manager or designate.
- It is understood that dependent care provisions will be in place during hours of work.
- Dates will be specified for review of each agreement, at least annually.

20.2.5 Occasional arrangements to work at home may occur without a formal agreement and with mutual agreement with the OOS Manager and may occur on an infrequent basis to meet either operational or employee needs.

21.0 STATUTORY HOLIDAYS

21.0.1 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.

- 21.0.2 a) 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.
- b) The dates designated for Christmas floater holidays will be at the discretion of the University.
- 21.0.3 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.
- 21.0.4 Leave for religious holidays or ceremonial events may be taken as paid personal leave days in accordance with Article 34.3, or granted without pay according to the approval provisions of Article 34.8.
- 21.0.5 To be eligible for statutory holiday benefits, an employee must be actively at work or on an approved leave on their last scheduled working day preceding and their first scheduled working day following the statutory holiday as observed by the University.
- 21.0.6 Employees shall be paid at one and one-half (1.5) times their regular rate for all hours worked on the Statutory Holiday plus;
- one (1) day's pay at their regular rate of pay; or
 - at the employee's request, an additional day off with pay at their regular rate of pay at a time mutually agreeable to the employee and the appropriate OOS Manager. 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 their regular rate of pay in lieu of the holiday.

21.1 Specific to Other Than Full Time Employees

- 21.1.1 Part time Continuing, part time Recurring Term, and part time non-recurring and employees shall be eligible for statutory holiday pay, as per Article 21.0.6, when they are regularly scheduled to work on the date of the holiday or the date observed by the University. 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.

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

21.1.3 Casual employees who work on the Christmas Floater holidays described in Article 21.0.1(b) shall not be eligible for statutory holiday pay.

22.0 SALARY ADMINISTRATION

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

22.0.2 On or prior to each payday, each employee shall be provided with an itemized statement of their earnings and deductions, which can be accessed electronically the employee portal.

22.0.3 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.

22.0.4 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.

22.0.5 The Parties agree that there are positions in Residence Services where live-in accommodation is the only compensation, or is included as part of the position's compensation. Such accommodation may be provided at no cost to the employee, but shall be considered a taxable benefit as determined by Canada Revenue Agency and MSA dues shall be remitted. The amount of the taxable benefit is not negotiable between the Parties to this agreement.

22.0.6 Casual employees hired to perform work that is paid for a quantity of output rather than for a fixed unit of time (i.e. hourly) may be paid on a "piece rate" negotiated with MSA.

22.1 Grid Placement

- 22.1.1 Upon hire, employees will normally be placed at step one (1) of the appropriate salary band for the position, or up to step three (3) for directly related experience in the past three (3) years, as determined by the hiring manager in consultation with Human Resources. The appropriate salary band will be determined in a manner consistent with the approach used for all bargaining unit employees and the job classification system that is mutually agreed to between the University and MSA. Written rationale for the placement of salary beyond step one (1) of the band must be provided to Human Resources with the new hire documentation.
- 22.1.2 Upon promotion through a posted competition or through position reclassification, a current employee shall be placed on the band appropriate to their new position. Step placement will follow the same principles as salary placement upon hire, provided it results in at least a 6% increase. Placement in the new pay band shall be at step 1 (or up to step 3 in consultation with Human Resources, for directly related experience in the past three (3) years), or the lowest step that provides at least a 6% increase, whichever is greater.
- 22.1.3 The employee's anniversary date will be adjusted to the effective date of the change.
- 22.1.4 Upon reclassification to a higher salary band, in consultation with Human Resources and MSA, outstanding performance and the length of time performing higher-level activities without reclassification can result in an additional placement of up to two (2) steps when used in conjunction with Article 22.1.2.
- 22.1.5 Transfer to a position within the same salary band is considered a lateral transfer and there will be no adjustment to compensation and the employee's anniversary date shall not be changed as a result.
- 22.1.6 Upon reclassification or non-disciplinary reassignment that results in placement in a lower pay band, the employee shall have their salary maintained at their existing rate for a maximum of twenty-four (24) months from the effective date of the change, or until such time as the applicable salary rate in the new pay band equals or surpasses their existing salary rate.

22.2 Increments

- 22.2.1 Increments shall normally be granted upon the completion of 1820 regular hours in that position, excluding unpaid leaves of absences as per Article 34.8.

22.2.2 Increments and Performance

- 22.2.2.1 The granting of increments may be adjusted based on performance, following documented Workplace Engagement conversations as per Article 31.0. Written rationale must be provided by the OOS Manager to Human Resources, with a copy to the MSA.
- 22.2.2.2 In cases of outstanding performance, an additional increment may be granted in any twelve (12) month period.
- 22.2.2.3 In cases of less than satisfactory performance, an increment may be withheld as a part of progressive discipline under Article 41.0.

23.0 OVERTIME AND PREMIUMS

- 23.0.1 Employees 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 OOS Manager, or their designee, in advance of such time being worked.
- 23.0.2 All time worked in excess of the normal work day, regular work week, or on a regularly scheduled day off, shall be considered overtime.
- 23.0.3 Notwithstanding any other provision of Article 23, an employee who is granted a Casual appointment (in a different job), in addition to their regular full-time or part-time appointment, shall have their hours considered separate and distinct for the purpose of calculating overtime entitlement.

23.1 Overtime

- 23.1.1 On a normal 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.
- 23.1.2 On a normally 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.
- 23.1.3 On a Statutory Holiday – Where an employee works overtime on a Statutory Holiday, the Statutory Holiday pay as outlined in Article 21 shall not apply for the overtime hours worked on the Statutory Holiday. Pay for overtime worked on a Statutory Holiday shall be paid at a rate of two (2) times the employee's rate of pay.

- 23.1.4 During a normal 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.
- 23.1.5 Overtime entitlements earned under Article 23 shall not be cumulative so as to provide for the payment of more than one and one-half (1.5) times or two (2) times the Employee's regular rate of pay, whichever applies, for any overtime worked.
- 23.1.6 Employees, except Casuals and Student Casuals, may, by way of mutual agreement with the appropriate OOS Manager, 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.
- 23.1.7 A choice made under Article 23.1.6 cannot be changed once selected without the approval of the appropriate OOS Manager.
- 23.1.8 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 OOS Manager 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.

24.0 OVERTIME AVERAGING AGREEMENTS

- 24.0.1 An overtime agreement allows overtime hours to be banked and subsequently taken off with regular pay instead of overtime pay. For every hour of overtime worked, one hour must be banked. The determination of eligible employees for voting purposes will be determined by the Parties at the time of voting. The overtime agreement must be supported by a minimum of 75% of eligible employees within a defined work unit and their OOS Manager, plus be approved by Human Resources and the MSA. The provisions of the overtime agreement will bind all employees of that particular group. All new employees hired into the work group are subject to the overtime agreement.
- 24.0.2 Employees may make a request to the OOS Manager to implement an overtime agreement. Overtime agreements will be jointly developed with the OOS Manager, Human Resources, and the MSA. Overtime agreements will be reviewed by the Parties on an annual basis. Overtime agreements are appropriate only where operations do not require routine and standardized hours of work.
- 24.0.3 To ensure compliance with the overtime agreement, each employee shares the responsibility for monitoring their own hours and notifying their OOS Manager, Human Resources and/or MSA if additional overtime hours are being requested.

- 24.0.4 Overtime averaging agreements will include the following components:
- a) names of the employees covered by the agreement;
 - b) the threshold that will be in effect with respect to payment of overtime.
Maximum thresholds are as follows:
 - i) daily maximum of 11 hours,
 - ii) individual weekly maximum of fifty (50) hours, with a maximum average hours per week of thirty-five (35),
 - c) an averaging time period not exceeding twelve (12) weeks, during which time hours will be averaged and paid at straight time
 - d) the maximum bank that can be accumulated under the arrangement
 - e) the application of shift differential
 - f) the process for scheduling time off in lieu for banked time
 - g) how the agreement is terminated, and
 - h) the notice time required for the agreement to be terminated by either party
- 24.0.5 Time in excess of the overtime agreement, or at the termination of the agreement, will be banked or paid out at the applicable overtime rate in accordance with Article 23.1.

25.0 ON CALL

- 25.0.1 On-call is defined as a period of time, outside of an Employee's regularly scheduled work hours, during which the University designates an Employee to be, if so required, immediately available to return to work.
- 25.0.2 Work units that require employees to be on-call will develop and post an on-call schedule at least six (6) weeks in advance. Reasonable attempts shall be made to develop the on-call schedule to have an equitable distribution between those employees in the work unit who are qualified, able and willing to be on call. Employees shall not unreasonably refuse to be placed on the on-call schedule.
- 25.0.3 An Employee shall not normally be designated to be on-call on two (2) consecutive weekends where other qualified staff are available.
- 25.0.4 An employee shall not be on call when they are on vacation or on a sick leave or other leave of absence.
- 25.0.5 On regularly scheduled work days the Employee shall be compensated the amount of one and one-half (1.5) hours at their regular rate of pay for each twenty-four (24) hour period on call.
- 25.0.6 On regularly scheduled days off, including vacation and Statutory Holidays, the Employee shall be compensated the amount of three (3) hours at their regular rate of pay for each twenty-four (24) hour period on-call.

26.0 CALL BACK

- 26.0.1 Except in emergency situations or when the designated on-call employee is unavailable, employees shall not be called back unless they are the designated employee on the schedule.
- 26.0.2 When an Employee is called back to work outside of their normal working hours during the period in which they were on-call, they shall be compensated for a minimum of three (3) hours pay at one and one-half (1.5) times, or the applicable overtime rate for actual hours worked during such call back inclusive of travel time, whichever is greater.
- 26.0.3 When a call back forms a continuous period with the staff member's normal working hours:
- their normal working hours shall not be reduced as a result of the call back,
 - the minimum three (3) hours shall not apply, and
 - the applicable overtime rate of pay shall apply to the call back hours worked.
- 26.0.4 Whether or not an employee is required to attend to the job site, when an employee who is scheduled to be on call spends time on the telephone to resolve a work-related issue, they shall be paid the appropriate overtime rate of pay in fifteen (15) minute increments (rounded up to the nearest fifteen (15) minutes increment) for time spent on the telephone and documenting calls.

27.0 SHIFT PREMIUMS

- 27.0.1 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. However, for Student Casuals working in Residence, Retail and Campus Services, Athletics or Sport & Wellness, shift differential shall be paid only on hours worked from midnight to 7:00 am.
- 27.0.2 Article 27 shall not apply to Employees eligible for overtime payment under Article 23.

28.0 POSITION EVALUATION

- 28.0.1 Each position shall have an accurate position description and be assigned to a pay band on the salary grid.
- 28.0.2 The Parties agree that employees will not regularly be assigned higher-level responsibilities than is identified in their job description without appropriate compensation.

28.0.3 Unless restricted under Article 28.5.1, when either the University or an employee believes that the duties or responsibilities of the job significantly differ from the position description, they may initiate a position review. MSA shall be notified of University-initiated reclassifications of unencumbered positions.

28.1 Review Process

28.1.1 The following process for position review shall be followed.

- i) The affected employee shall receive a copy of their current position description from their OOS Manager, as applicable.
- ii) The employee and their OOS Manager will meet to discuss the differences between the job being performed and the position description.
- iii) If the manager agrees that the position is different from the position description, a revised position description will be completed by the manager and provided to the employee for review.
- iv) If the manager and employee do not agree that the position description accurately reflects the job duties, they may formally enlist the assistance of both MSA and Human Resources to resolve the differences.
- v) If the Parties cannot reach agreement, either party may forward the disputed items through the Dispute Resolution Process under Article 45.
- vi) Once the position description is agreed upon, both the OOS Manager and the employee will sign the document and forward it to both Human Resources and MSA.
- vii) A position description shall be considered complete once it has been signed by the appropriate OOS Manager, the employee, Human Resources and MSA.

28.2 Evaluation by Human Resources

28.2.1 Upon receipt of the completed position description, Human Resources will evaluate its classification. At any point during the evaluation, Human Resources may consult with the MSA with respect to the findings.

28.2.2 Human Resources will provide a written decision letter to the employee and OOS Manager within ninety (90) calendar days from receipt of the completed position description form. The MSA will be provided with a copy of the rationale for the decision, including the breakdown of classification factors. To ensure appeal timelines are not hindered, the above information will be issued simultaneously to all Parties.

28.3 Position Evaluation Effective Date

28.3.1 Any adjustment to the employee's salary shall be retroactive to the date Human Resources either received the completed position description form, or was formally notified to assist in resolving a dispute involving job duties under Article 28.1.1(iv), whichever is earlier.

28.4 Position Evaluation Appeals

28.4.1 An Employee who disagrees with the decision made by Human Resources may contact MSA to initiate an appeal through the Dispute Resolution Process beginning at Stage 1 Formal Internal Resolution under Article 45.4. Such appeal must be submitted within thirty (30) working days of receiving the written decision from Human Resources. If an appeal is not initiated by MSA within thirty (30) working days, the matter shall be considered resolved.

28.5 Restriction from Further Review and Appeal.

28.5.1 Following resolution of the matter, either through acceptance of Human Resources' decision above, or following an Arbitrator's decision under the Dispute Resolution Process, any further related action cannot be initiated for twelve (12) months from the date MSA received the decision, unless there is mutual agreement between the Parties to do so.

29.0 TRANSFERS

29.0.1 An Employee may apply through open competition for any posting within the University and if they are the successful candidate, such change shall be actioned as a transfer.

29.0.2 Term appointments of bargaining unit employees to a position within the bargaining unit shall be actioned as transfer. Temporary appointments outside the bargaining unit shall be actioned as secondments.

29.0.3 A continuing employee selected for a term position shall continue to be treated as a continuing Employee during the transfer. The employee shall not be required to submit a letter of resignation. At the conclusion of the term, or at the end of any extension, the Employee shall be entitled to return to their continuing position.

29.0.4 The OOS hiring manager, in consultation with Human Resources, shall be responsible for coordinating the timing of the transfer with the previous OOS Manager. They shall consider:

- The best interest of the employee for a timely and smooth transition, and
- Business requirements.

29.1 Trial Period

29.1.1 Upon transfer to a higher classified position, an Employee shall serve a trial period of six (6) months.

29.1.1.1 During the trial period, an Employee shall receive:

- Reasonable orientation,
- General performance related feedback, and
- Specific Workforce Engagement (“WE”) conversations in accordance with Article 31.

29.1.2 If an Employee transfers to a higher classified position during their probationary period, then the Employee shall immediately begin a trial period at the conclusion of the probationary period.

29.2 Reversion

29.2.1 The employee shall be returned to their former position under the following circumstances:

- If the employee proves unsatisfactory in a position during the trial period, or
- If the employee determines they are unable to perform the duties of the new position, and
- the former position has not been offered to another person on a continuing basis.

29.2.2 If the position has been offered to another person on a continuing basis, or the position is not available, the OOS Manager shall make every reasonable effort to reassign the Employee to a position in which they are qualified and capable of performing.

29.2.3 When the University has initiated the reversion under Article 29.2.1, and is unable to effect a reassignment which is mutually agreeable under Article 29.2.2, the Employee may have their employment terminated upon notice in accordance with Article 43.3 or three (3) months of notice, whichever is greater, or payment of salary in lieu of notice, or a combination thereof.

29.2.4 Where the Employee has initiated the reversion and the University is unable to effect a reassignment which is mutually agreeable, the Employee may choose to continue in their current position or have their employment terminated with three (3) months of notice or payment of salary in lieu of notice or a combination thereof.

29.2.5 An Employee's anniversary date shall remain unchanged as a result of a reversion.

30.0 POSITION ADJUSTMENTS

30.0.1 MSA recognizes the University's right to organize the workforce and make determinations for efficient operation of the University as required, subject to the terms of this agreement.

30.1 Reporting Change

30.1.1 In the event of a change to the reporting structure of bargaining unit employees, the University will notify MSA prior to notification to affected employees.

30.2 Reassignment

30.2.1 Article 30.2 applies to continuing employees.

30.2.2 The University may reassign employees to positions which they are qualified to perform in their same classification and pay band as required for operational needs, as well as designate whether the reassignment is either compulsory or voluntary. The Parties agree to discuss any substantive changes that may result.

30.2.3 The University will notify MSA prior to the reassignment discussions with an affected employee.

30.2.4 The salary rate and anniversary date of an employee will not be changed upon reassignment. The reassigned employee will not be required to serve a trial period in the new position.

30.2.5 If an employee rejects a compulsory reassignment to a comparable position, except when it is specifically offered by the University as an option due to position abolishment, the employee is effectively resigning from their employment and the provisions specified in Article 43 do not apply.

30.3 Temporary Performance of other Duties

30.3.1 Acting Appointments

- 30.3.1.1 An “Acting” appointment will occur when an individual is temporarily assigned by the appropriate OOS Manager to assume the full responsibilities of a higher classification. During the assignment, the Employee will vacate their original position. Such Employee shall remain under the terms of this agreement.
- 30.3.1.2 The Employee shall be paid within the salary range for the higher classification in accordance with Articles 22.1.2 and 22.1.3. Adjustments to increments will occur as per Article 30.3.1.6. Increments will not be applied to the acting appointment.
- 30.3.1.3 The Acting appointment shall not exceed twelve (12) months.
- 30.3.1.4 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.
- 30.3.1.5 An Employee may be returned to their regular position prior to the anticipated end of their Acting appointment with one (1) months of notice.
- 30.3.1.6 An Employee who has been serving in an Acting position and returns to their regular position shall have their salary adjusted to that which would have been in effect if they had continuously occupied the original position.
- 30.3.1.7 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.
- 30.3.1.8 An Employee shall be entitled to refuse an Acting appointment without jeopardizing their current employment.

30.3.2 Additional Responsibility Assignment

- 30.3.2.1 An “Additional Responsibility” assignment will occur when an individual is requested by the appropriate OOS Manager to assume specific additional responsibilities from a higher classification, and the individual accepts such an assignment. The Employee will continue to carry out the majority of the duties within their existing classification during the period of assignment.

- 30.3.2.2 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.
- 30.3.2.3 An Additional Responsibility assignment shall not exceed one hundred twenty (120) calendar days. In a situation where an extension to the assignment is desired, a request shall be made to Human Resources with details for the reason of the extension. Human Resources will consult with MSA prior to the approval of any extension.
- 30.3.2.4 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.
- 30.3.2.5 An Employee assigned additional responsibilities from a higher level in-scope classification shall receive a premium of three (3) % above their existing rate of pay for all hours worked. An Employee assigned additional responsibilities from a higher level OOS classification shall receive a premium of five (5) % above their existing rate for all hours worked.
- 30.3.2.6 An Employee may be removed without notice from an Additional Responsibility assignment.

30.4 SECONDMENT TO NON-BARGAINING UNIT POSITIONS

- 30.4.1 Secondments allow the University to access existing employee skill sets in order to address temporary project needs or special requirements in OOS positions, while providing developmental opportunities to bargaining unit employees.
- 30.4.2 Secondments 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 University, subject to the agreement of the candidate.
- 30.4.3 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.

- 30.4.4 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.
- 30.4.5 Rates of pay and other conditions of employment will be established on the basis of the classification of the position seconded to.
- 30.4.6 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.
- 30.4.7 Articles 30.4, 41, 43, and 45 apply to an employee during the term of the secondment. The MSA agrees that it has no standing to negotiate terms and conditions of the OOS position that the employee is being seconded into. MSA dues shall continue to be deducted and remitted during the time of secondment based on the salary of the employee's bargaining unit position from which they were seconded.
- 30.4.8 MSA shall be notified in writing of the names of all employees being seconded to non-bargaining unit positions, and the effective date and duration of the secondment.

31.0 WORKFORCE ENGAGEMENT ("WE" Conversations)

- 31.0.1 The Parties support an engaged, accountable, and productive workforce. To meet this goal, we agree to implement the following process for ensuring communication on a regular and ongoing basis between the employee and manager(s). The in-scope manager and the OOS Manager will both play a role in the communication process. The purpose is to recognize an employee's achievements and foster growth in the current position, and prepare for future positions at the University.
- 31.0.2 Regular and ongoing conversations are encouraged and may be initiated by either the employee or the manager. The process includes a minimum of two focused conversations per year with the OOS Manager for all positions in the bargaining unit, as well as at the midpoint and end of the probationary period.

31.0.3 The initial conversation will be the opportunity to set the expectations for future conversations. The role of the in-scope manager as the functional supervisor is to have more frequent and regular conversations with team members, and to contribute to the bi-annual conversations with the OOS Manager. For some positions, employees may be required to complete an annual report at the end of the fiscal year. These positions will be identified by the level and complexity of the work. At least one focused conversation must be completed before discussion of the annual report.

31.0.4 The focused conversations will include and be guided by standard concepts such as:

- Recognition of achievements since the last meeting,
- Knowledge gained since the last meeting,
- Goals at both the individual and department level for the next period,
- Requirements to be able to be effective in achieving goals such as professional development opportunities, support from manager(s), etc.
- Specific concerns that the employee has about their work.

31.0.5 The Parties agree to jointly develop materials to support the implementation of the program in the first year of this agreement.

32.0 STAFF DEVELOPMENT

32.0.1 Bargaining unit employees are eligible for staff development assistance according to the provisions of the Career Development Fund.

32.0.2 In administering the Career Development Fund, the University shall ensure:

- MSA members are provided equitable access to available funds.
- 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.
- The parties recognize that it is not intended for the funding provided through the Career Development Fund to be used for University-required training and/or certification.

32.0.3 Support for learning activities provided through other programs (i.e. Access to Learning etc.) shall be provided according to applicable university policy and programs.

32.0.4 The University will transfer \$25,000 to MSA on an annual basis to support the MSA's administration of an in-service training program for bargaining unit employees.

32.0.5 The Terms of Reference for the administration and use of these funds shall be jointly developed between the Parties. The MSA Professional Development Committee will administer this in-service program in accordance with the Terms of Reference to supplement the broader Learning and Development programs administered by the University for bargaining unit employees. A representative of Human Resources shall be informed of MSA Professional Development committee meetings and welcomed to attend and provide input and consultation to facilitate complementary objectives.

32.0.6 MSA will provide annual financial reporting of fund utilization to Human Resources.

33.0 VACATION

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

- Up to the end of three (3) years of service – fifteen (15) working days annually.
- From the beginning of the fourth (4th) to the end of the ninth (9th) year of service – twenty (20) working days annually.
- From the beginning of the tenth (10th) to the end of the fifteenth (15th) year of service – twenty-five (25) working days annually.
- In the sixteenth (16th) and subsequent year of service – thirty (30) working days annually.

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

33.0.3 Employees holding 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 33.0.1, as applicable, pro-rated to the term of the appointment.

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

- Employees with four (4) or less years of continuous service shall earn vacation pay at the rate of four (4) % of gross regular earnings. Article 33.0.5 shall not be applicable.
- Employees with more than four (4) years of continuous service shall earn vacation pay at the rate of six (6) % of gross regular earnings. Article 33.0.5 shall not be applicable.

- 33.0.5 An Employee, upon request to the appropriate OOS Manager, shall have any previous periods of MacEwan employment considered when establishing rates of vacation entitlement.
- 33.0.6 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.
- 33.0.7 Employees may request and take their earned vacation credits at any time during the year, subject to prior approval of the appropriate OOS Manager, operational requirements, and any specified black-out periods agreed upon between the Parties. This shall not preclude the use of an annual vacation planning calendar for administering a fair system of scheduling and prioritizing vacation leaves between employees. Requests for vacation utilization shall be submitted in writing to the employee's immediate OOS Manager.
- 33.0.8 Wherever possible, requests for vacation periods of less than five (5) days duration should be made at least one (1) week prior to the first day of planned vacation. The OOS Manager shall provide a response to the request as soon as possible following receipt of the request.
- 33.0.9 In general, requests for vacation of more than five (5) days should be submitted at least three (3) weeks prior to the start of the planned vacation. The OOS Manager shall provide a written response to the request within ten (10) days of receiving the request.
- 33.0.10 The Child Care Lab School will close for a two (2) week period during the summer as a strategy to reduce the cost of vacation coverage and allow for more efficient planning. Affected employees are encouraged to schedule their vacation time accordingly, as well as maintain sufficient days in their vacation entitlement bank in order to cover this period of closure. If an affected employee does not have sufficient vacation accrual to cover the period of closure, the remainder of the closure will be unpaid. Dates of closure of the Child Care Lab School will be determined annually by the University and notice provided to affected employees at least 6 months in advance.
- 33.0.11 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.
- 33.0.12 An Employee shall earn vacation credits while on paid sick leave.

33.0.13 Employees shall not earn vacation credits:

- a) during periods of approved unpaid leave of absence;
- b) following ninety (90) days during which the Employee is in receipt of Workers' Compensation Benefits; or
- c) while in receipt of STD and LTD;

however, for the purpose of determining vacation accrual rates, as set out in Article 33.0.1, absences due to parental leave, disability leave, or Compassionate Care Leave shall be included in years of service calculation.

33.0.14 Vacation credits accrued during each vacation year of service shall normally be taken the following year, within twelve (12) months after the end of the vacation year in which they were earned. Vacation credits may not be carried forward beyond this time unless the Employee receives written approval from the appropriate OOS Manager prior to the end of the vacation year.

33.0.15 Upon the approval of the appropriate OOS Manager, 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 their employment and has taken unearned vacation credits, they shall repay the University for those days outstanding at the time of separation, in a manner suitable to the University.

33.0.16 If a Statutory Holiday as defined under Article 21.0.1 falls during an employee's vacation, such day shall be paid as a Statutory Holiday and shall not reduce the Employee's vacation credits.

33.0.17 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.

33.0.18 If an Employee terminates their employment or has their 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.

34.0 LEAVES

34.1 Sick Leave

34.1.1 The Parties agree that sick leave is for the protection of income that would otherwise be lost due to illness.

34.1.2 Sick leave entitlements shall be accrued:

- a) 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.
- b) For Employees holding Part Time Continuing appointments, as per Article 34.1.2 (a) on a pro-rated basis.
- c) For Employees holding Recurring Term appointments, or term appointments where the appointment is full time for ten (10) months or more – as per Article 34.1.2 (a), pro-rated to the term of the appointment. Upon reappointment to a recurring term appointment, unused sick leave entitlement shall be carried forward.

34.1.3 Article 34.1 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.

34.1.4 Employees shall be granted fourteen (14) hours of sick credits immediately upon hire, and shall commence earning sick credits at the appropriate rate up to the date of termination. Employees shall earn sick credits while on paid sick leave.

34.1.5 Employees shall not earn sick credits:

- during periods of approved unpaid leave of absence,
- following 90 days during which the Employee is in receipt of Workers' Compensation Benefits, or
- while in receipt of STD and LTD.

34.1.6 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.

34.1.7 Upon the submission of proof of payment, costs incurred by an employee as a direct result of the University 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.

34.1.8 No Employee shall have their employment terminated for reason of having their sick leave exhausted.

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

34.2 Medical Appointment Leave

34.2.1 Time off with pay to attend medical, dental and eye appointments which cannot be scheduled outside of regular working hours shall be granted to employees who are eligible to accrue sick leave entitlement as follows:

- Up to three (3) consecutive hours in a day,
- Up to twenty-one (21) hours annually.

34.2.2 Paid medical appointment leave up to the limits specified requires prior authorization by the immediate OOS Manager and shall be scheduled to least interfere with the employee's regular hours of work. Additional paid medical appointment leave may be available by application for medical accommodation through Human Resources' Disability Management office. Such authorization will not be unreasonably denied.

34.2.3 Employees shall not be permitted to schedule paid medical appointment leave in conjunction with other paid leaves on the same day. If time off in excess of three (3) consecutive hours is required in a given day for medical reasons, all absence hours shall be charged against Sick Leave or Personal Leave for that day.

34.3 Personal Leave

34.3.1 Subject to reasonable notice if at all possible, and approval of their immediate OOS Manager in consultation with Human Resources, an Employee will be granted leave per year from scheduled work as specified in Article 34.3.2 with no loss in pay for personal reasons. Reasons for such leave may include, but not be limited to the following:

- Care of a hospitalized or seriously-ill relative;
- Care for casual or routine family illnesses or health-related appointments;
- Domestic emergencies which require the employee's personal attention, including care for pets;
- Religious holidays or ceremonial events;
- Bereavement of relatives or friends not otherwise covered;
- Birth or adoption not covered under maternity/parental leave;
- Other personal reasons that occur from time-to-time.

- 34.3.2 Full-time continuing employees shall be eligible for up to thirty-five (35) hours in a January 1 – December 31 calendar year. At time of hire, new full-time employees and all other employee types (except Casuals) working less than 1820 hours annually shall be pro-rated based on their anticipated schedule. The provisions of personal leave shall not apply to casual employees.
- 34.3.3 There shall be no carry-over of unused Personal Leave hours from one calendar year to the next, and unused Personal Leave hours shall not be paid out.
- 34.3.4 Personal leave shall not be available to Employees during periods of vacation, leave of absence, or unscheduled time.
- 34.3.5 Employee shall not be permitted to utilize more than one (1) Personal Leave day consecutively with a scheduled vacation leave or statutory holidays. Although more than one personal leave day may be taken in a row for the above reasons, it is not the intent for them to be used together for additional vacation purposes.
- 34.3.6 An Employee may request to utilize vacation, earned banked time, or unpaid leave as may be required for the purpose.

34.4 Maternity and Parental Leave

- 34.4.1 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 OOS Manager.
- 34.4.2 Extensions of up to three (3) months may be granted by the appropriate OOS Manager, in consultation with Human Resources.
- 34.4.3 A parent not applying for leave under Article 34.4.1 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 34.4.1.
- 34.4.4 An Employee adopting a child is entitled to leave as outlined in Article 34.4.1, 34.4.2, and 34.4.3 as applied for, except the requirements for advance notice which shall be such notice as is reasonably possible under the circumstances.
- 34.4.5 An Employee on leave under Article 34.4 shall be entitled to Employee benefits as outlined in Article 34.8.3.

34.4.6 An Employee granted leave under Article 34.4 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.

34.5 Compassionate Care Leave

34.5.1 An Employee who has completed fifty-two (52) consecutive weeks employment with the University and who requires leave in accordance with the Compassionate Care leave provisions of the Alberta Employment Standards Code to care for a qualified family member who is gravely ill and for whom they are the primary care giver, shall be entitled to up to eight (8) weeks of leave without pay.

34.5.2 Employees shall provide at least two (2) weeks written notice to their OOS Manager unless circumstances necessitate a shorter period. Qualified family member means a person in a relationship to the Employee for whom the Employee would be eligible for Compassionate Care Leave under the Alberta Employment Standards Code. Employees may be required to submit to the University satisfactory proof demonstrating the need for Compassionate Care Leave.

34.5.3 When an employee on compassionate care leave returns to work, the employee shall provide at least twenty-four (24) hours of notice of their intent to return to work. During such a return to work, notice of resulting schedule changes shall not be deemed to be in violation of Article 18.0.8.

34.5.4 Extensions to this leave may be granted by the appropriate OOS Manager. Benefits and entitlements will be pursuant to the provisions of Article 34.8.

34.6 Court Leave

34.6.1 When an employee is summoned or subpoenaed to appear in court in their official capacity to give evidence or to produce University records, they shall be provided leave with pay.

34.6.2 When an employee is summoned or subpoenaed to appear in court as a witness in their private capacity, as a juror or in the selection of a jury, they shall be provided leave with pay.

34.6.3 The employee will submit to their OOS Manager the document which requires them to appear as a witness or juror before being granted leave under Article 34.6.

34.6.4 An employee may request a leave without pay through their OOS Manager in order to appear in court as a plaintiff or defendant for private matters. Such approval shall not be unreasonably withheld.

34.7 Bereavement Leave

34.7.1 In the event of the death of an Employee's:

- spouse or common law spouse, parent, grandparent, son, daughter, brother, sister, or corresponding in-law, or foster child, an Employee so bereaved, on approval of the appropriate OOS Manager, may be allowed leave with pay for a period of up to five (5) working days. Such approval shall not be unreasonably withheld.

34.8 Leaves Without Pay

34.8.1 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 OOS Manager, and approved by the appropriate OOS Manager, in consultation with Human Resources.

34.8.2 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 OOS Manager, and approved by the appropriate OOS Manager, in consultation with Human Resources.

34.8.3 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 they were participating in at the commencement of their leave.

34.8.4 An Employee granted leave of absence without pay may be returned to their former position or be placed in a comparable position for which they are qualified provided they indicate their intention to return to work by notifying the University of their intention to return by a date specified when the leave is approved.

34.8.5 An Employee's anniversary date shall be advanced by the length of an unpaid leave period that exceeds ten (10) consecutive working days.

34.8.6 An Employee granted a leave of absence under Article 38.6 must utilize any accrued vacation entitlement and banked time prior to the commencement of the leave.

35.0 SUPPLEMENTAL UNEMPLOYMENT BENEFIT (SUB) PLAN

35.1 Overview

- 35.1.1 The intent of the SUB Plan is to supplement Employment Insurance (EI) benefits during a temporary leave of absence due to maternity, parental or adoption leave. In the case of approved maternity leave, this plan applies to the health-related maternity leave period that begins immediately post-delivery for employees in receipt of EI maternity benefits. In the case of approved parental or adoption leave, this plan applies to a portion of the 35 weeks for employees in receipt of EI parental or adoption benefits.
- 35.1.2 The SUB plan supplements an eligible employee's income during the period of entitlement by paying the difference between the EI benefit that is received by the employee during the period and 95% of the employee's salary.

35.2 Eligibility

- 35.2.1 The employee must be Continuing, have completed one year of employment with the University, and be eligible for maternity leave benefits, parental leave benefits or adoption leave benefits.
- 35.2.2 If EI maternity/parental/adoption benefits are shared between parents who are both employed by MacEwan University, SUB benefits are payable for a combined maximum of 15 weeks per family and may be split in any manner between the two employees. In the case of the birth father, spouse, partner, or adoptive parent, a minimum of four months of notice in writing is required.
- 35.2.3 In order to receive SUB Plan payments, the eligible employee must:
- Apply for EI benefits as soon as eligible and provide evidence of EI payment to the Payroll office.
 - Have commenced maternity, parental or adoption leave.
 - Sign a letter of agreement to return to work following completion of the leave for a period of at least four months.

35.3 Rules and Regulations

- The SUB Plan has no impact on the amount or duration of the EI maternity, parental or adoption benefit.
- SUB Plan payments will be made on the University's regularly scheduled pay dates.
- Required statutory payroll deductions will be applied to SUB Plan payments.
- During the SUB Plan period, the employee and the University will continue to pay benefits premiums as per Articles 37.4, 37.5, and 37.6.
- In accordance with Local Authorities Pension Plan regulations, University and employee contributions will continue where the SUB Plan payments occur during the health related portion of a maternity leave only. Questions regarding continuation of pension or any pensionable service buyback for the non-health-related portion of the leave can be directed to the Human Resources Department.
- Vacation and sick leave accrual will not continue during the SUB Plan period.
- An employee will not be eligible for general illness or weekly disability benefits related to maternity for any period when payments are or could be made under the SUB Plan.

36.0 EARLY RETIREMENT BRIDGE PROGRAM

36.1 Purpose Statement

36.1.1 As part of the University's commitment to succession planning, the Parties agree to an early retirement plan that provides MSA members the option to utilize up to two (2) years to phase into or bridge to retirement with a reduced workload, in exchange for a future specified retirement date.

36.1.2 The following eligibility requirements apply:

- Employees must have a minimum of ten years of FTE service with the University, and
- Either reached a minimum of 60 years of age or have achieved at least 82 toward their LAPP 85-factor.
- Employees must occupy full-time continuing positions on the date of their application.

36.1.3 The University will approve participants subject to the business needs of the Department. If more Employees apply than can be accommodated, total years of full-time equivalent service will determine priority of consideration.

36.2 Process – Application

- 36.2.1. Employees wishing to access early retirement bridging will make a written application to their OOS Manager, with a copy to Human Resources.
- 36.2.2. In cases of position abolishment, Human Resources and MSA will discuss eligibility and options in accordance with Article 43.

36.3 Process – Bridge

- 36.3.1. A detailed plan will be developed between the Parties and the employee outlining all aspects of the program, including but not limited to: vacation, leaves of absence, resignation date, FTE.
- 36.3.2. Once terms of acceptance have been acknowledged by the employee, they must supply the University with an irrevocable letter of resignation indicating the agreed upon date as their resignation date.
- 36.3.3. Employees accepted to participate in the plan will be transferred to a minimum of 0.5 FTE, as agreed upon between the Parties and the employee.
- 36.3.4. Vacation credits already accrued at the time of application for pension bridging and/or accrued during the term of the bridging agreement may be carried forward and taken in one uninterrupted period immediately prior to the agreed-upon resignation date.
- 36.3.5. Employees will continue to receive all benefits to which they remain eligible (Extended Health, Dental, and Health Spending Account benefits for the period of bridging as long as they continue to meet benefits eligibility requirements. The Parties agree that the University shall be permitted to terminate disability insurance coverage the day following the last date the employee is expected to report to work. All income-driven benefits contributions and premiums - short term disability (STD) and long-term disability (LTD) premiums, vacation and sick leave entitlements will be prorated.

37.0 HEALTH AND DISABILITY INSURANCES

37.1 Alberta Health Care Insurance Plan

- 37.1.2 Should the Government of Alberta re-introduce individual premiums for Alberta Health Care, the Parties agree to meet within thirty (30) days of the announcement to discuss the matter.

37.2 Workers' Compensation

37.2.1 During the period that an Employee is off due to a Workers' Compensation claim, the Employee's salary and benefits will continue, subject to Article 33.0.13 and/or Article 34.1.5. Any Workers' Compensation payment that the employee is entitled to will be paid to the University.

37.3 Joint Benefits Committee

37.3.1 The Parties recognize that the Joint Benefits Committee (JBC) is the decision-making body for the negotiation and development of benefit plan design. The MSA is an equal partner in decision making on the JBC and shares accountability for the outcome, implementation, and improvements to the benefits plan. Employee eligibility for benefits and financial contribution levels by the employer remain items subject to negotiation in the collective agreement. If the JBC is dissolved, or its terms of reference or decision-making structure are fundamentally changed, the Parties agree that plan design may be referred back to collective bargaining.

37.4 Extended Health Benefits

37.4.1 The University agrees to maintain current funding levels in support of employee benefit plan premiums for continuing employees (0.5 FTE or greater) and full-time non-recurring term (greater than ten (10) months) employees participating in a University group plan.

- Supplementary Health Care Plan – equivalent to eighty (80) % of Option 3,
- Dental Care Plan – equivalent to eighty (80) % of Option 3,
- Health Spending Account (\$550 annually)
- Employee Family Assistance Program – one hundred (100) % of the premium.

37.4.2 In addition, all continuing employees (0.5 FTE or greater) shall receive Basic Life Insurance, Accidental Death and Dismemberment and Disability Insurance.

37.4.3 During the inactive period of recurring term employees, eligible benefits may be continued by the employee, provided the employee pays one hundred (100) % of the benefit premium costs.

37.4.4 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 MSA through the JBC.

37.4.5 The University will provide up-to-date information to the employee on all employee benefit plans.

37.5 Short Term Disability (STD)/Long Term Disability (LTD)

- 37.5.1 Subject to policy agreements between the University and the benefits plan underwriters, employees holding Full time or Part-time (0.5 FTE or greater) Continuing appointments are eligible for short-term and long-term disability coverage. Non-recurring term and casual employees do not participate in STD or LTD plans.
- 37.5.2 The parties support the administration of disability insurance premiums in a manner that minimizes the tax impact to recipients of insurance benefits, consistent with Canada Revenue Agency regulation.
- 37.5.3 Long term disability benefits will continue until the earlier of:
- the employee is no longer entitled to such benefits by plan definition,
 - the employee becomes sixty-five (65) years of age, or
 - the employee receives retirement benefits from the Local Authorities Pension Plan (or equivalent).
- 37.5.4 Health and Wellness benefits that an employee is participating in at the time disability commenced will continue at no cost to the employee while the employee is in receipt of disability benefits until the employee has received long term disability benefits for twenty-four (24) months.
- 37.5.5 Employees eligible for participation in the Local Authorities Pension Plan (LAPP) must continue to participate in the pension plan. While employees are in receipt of disability benefits, the University will pay both the employer and employee contributions in accordance with LAPP regulations.
- 37.5.6 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 they remain in receipt of long term disability benefits.
- 37.5.7 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 University with a copy of the notice to appeal within thirty (30) days of the decision.

37.5.8 The position of an employee who has been in receipt of long term disability benefit for a period of twenty-four (24) consecutive months or longer, and with no prognosis to return to their own or a comparable position in the University in the foreseeable future, may be given to another appropriate candidate on a permanent basis. The employment relationship of the disabled employee may be severed provided this does not prejudice the disabled employee's eligibility for long term disability benefits. This clause shall not be used to minimize or eliminate the obligations of the employer to provide employment under Human Rights Legislation in the case where the disabled employee is able to return to work for the University in the future.

37.6 Health Spending Account

37.6.1 The University 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.

37.6.2 The HSA provides a base dollar allocation of \$550 which can be used by the employee or eligible dependents for health-related expenses, and/or allocated to a Wellness Spending Account as prescribed by the rules of the plan designed by JBC and the regulations prescribed by Canada Revenue Agency.

38.0 PENSION

38.0.1 The University participates in the Local Authorities Pension Plan (LAPP) for eligible MSA bargaining unit employees as outlined in the University's Pension Participation Policy. The receipt of pension benefits by an eligible MSA bargaining unit employee is contingent upon the eligibility requirements established within the pension plan.

38.0.2 The Employer shall provide an 'electronic link' to the LAPP website to assist all employees in obtaining plan brochures, details of the plan and information on changes to the plan.

38.0.3 For Recurring Term Employees, participation in the LAPP is voluntary and contributions during inactive periods shall be in accordance with the rules specified by LAPP.

39.0 TRAVEL

39.0.1 Employees shall be paid their regular rate of pay for work-related travel during regular working hours. Work-related travel required to perform the functions of the position shall normally be planned and scheduled during the employee's regular work day and work week. If it not possible to arrange travel within the normal work week, the work schedule shall be adjusted so as not to incur overtime, unless written authorization is provided by the OOS Manager.

39.0.2 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 university policy, as amended from time to time.

40.0 UNIFORMS

40.0.1 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.

41.0 DISCIPLINE PROCESS

The University and the MSA recognize the principle of progressive discipline, a process graduated in severity to correct employee misconduct.

41.0.1 Except in specific circumstances where the University is warranted to move immediately to more serious action (such as gross misconduct), workforce engagement conversations, non-disciplinary coaching or Letters of Expectations and appropriate follow-up must be provided to an employee prior to disciplinary action. These may be issued by an in-scope supervisor or OOS Manager.

The purpose of these actions is to ensure the Employee has a clear understanding of the University's expectations for their conduct or performance and an opportunity to improve. Letters of expectation shall be retained on the employee's Human Resources file.

41.0.2 Unless the University believes that specific circumstances warrant immediately moving to more serious action up to and including termination, the following sequential forms of discipline shall include, but not be limited to:

- a) written warning;
- b) economic sanctions (one or more occurrences of increasing severity which may include withholding an increment or suspension(s) without pay);
- c) termination.

41.0.3 Except in the case of the dismissal of a probationary Employee, no Employee shall be disciplined or dismissed except for just cause.

41.0.4 The University and the MSA believe discipline should be administered in a timely and professional manner following a thorough and fair investigation. Notice of such disciplinary action shall be given within fifteen (15) working days of the date the OOS Manager becomes aware of the alleged incident that prompted the action, shall be in writing, and shall include the reason(s) for the action.

41.0.5 The Parties agree that anonymous tips and complaints may provide reasonable grounds to trigger an investigation into employee conduct, but shall be insufficient as the basis for disciplinary action without substantive supporting evidence.

41.0.6 Where misconduct of a bargaining unit employee is being investigated or meetings are being held where discipline of a bargaining unit employee could be an outcome, MSA will be provided reasonable notice to attend.

41.0.7 All written notices of discipline shall be placed in the employee's Human Resources file held in Human Resources.

41.0.8 Subject to Articles 17.0.8, 45.1 and 45.2, an Employee who feels they have been unjustly disciplined or terminated shall have access to the grievance procedure.

41.0.9 When MSA has grieved a disciplinary action and a designated OOS Manager has allowed the grievance or reduced the penalty levied against the grievor, the Human Resources file of the affected employee shall be amended to reflect this action, provided that this action results in the abandonment of the grievance.

41.0.10 Upon the request of the Employee:

- a) 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;
- b) 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.

41.0.11 An employee who fails to notify the appropriate OOS Manager 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.

42.0 RESIGNATIONS

42.0.1 An employee is required to provide the University with at least ten (10) working days prior written notice of resignation if they wish to resign in good standing.

42.0.2 Where an employee cannot meet the required notice period they may arrange for earlier release at the discretion of the University.

43.0 LAY-OFF AND RECALL

Article 43 applies to all Continuing employees who are affected by position abolishment. A position abolishment may occur as a result of reorganization for the efficient operation of the university, for reasons of economy, or for lack of work that is expected to be permanent. The University recognizes that this article is not to be used for disciplinary issues or performance related matters. The Parties are committed to ensure impacted employees are treated fairly, equitably, and with respect and understanding throughout the process.

43.1 Notification to MSA

43.1.1 At least ten (10) working days prior to implementing layoffs, the University will meet with MSA to share information on the scope, impact, and timing related to position abolishment. The Parties will discuss the process for dealing with impacted employee(s) and explore potential options to minimize the impact on the employee(s), including compulsory or voluntary reassignment to comparable positions.

43.1.2 The MSA will respect the confidentiality of any information provided by the University with respect to finances, organizational reviews, reorganizations, or layoffs.

43.2 Order of Layoff

- 43.2.1 When layoff occurs in an area with two (2) or more employees within the same classification, the University shall consider the following factors:
- a) employee's seniority
 - b) employee qualifications and competence
- 43.2.2 Where the most senior employee has the qualifications and ability to perform the required duties of the remaining position with reasonable orientation, the least senior employee will normally be laid off first. However, if the University determines that the least senior employee's qualifications and competence are significantly superior and directly applicable to the remaining position, the University and MSA may agree to the layoff of the most senior employee first with normal notice and severance calculations.
- 43.2.3 If, confidentially in conjunction with MSA, it is determined that there is an employee in a comparable position who might be willing to volunteer for layoff / early retirement, they may be offered a severance package equivalent in cost as the employee identified by the University for layoff (i.e. least senior).

43.3 Notice and Severance Provisions

- 43.3.1 When the University is implementing layoffs, the University may provide notice to the employee as early as possible, but not less than ten (10) working days from the effective date of layoff. Working notice and non-working severance periods will be considered separately.
- 43.3.2 For Recurring Term employees, their inactive period shall not be considered part of the notice period.

Working Notice

- 43.3.3 When the University is implementing layoffs, the University and the MSA will meet with the affected employee at which time the employee will be provided at least ten (10) working days of written notice of the change and identified options:
- a) Voluntary reassignment, if offered;
 - b) Recall with salary continuance; or,
 - c) Lump-sum severance.

- 43.3.4 Article 43.3.3 does not preclude additional options that may be presented to the employee during the notice period. The written notice shall include the date of notification, options available to the employee, and the date when decisions on options must be made. The calculation of the decision date shall be within thirty (30) calendar days of the specified last day of work, and provide a minimum of five (5) working days from receipt of written notice on the options to make the decision. Such decision should be made in writing to Human Resources with a copy to MSA.
- 43.3.5 If an employee rejects the option of voluntary reassignment, they shall no longer be eligible to select the option of recall with salary continuance, but will be deemed to have selected lump sum severance with no recall.
- 43.3.6 The University will provide confirmation of receipt of the employee's decision to the employee and the MSA, as soon as possible, but prior to the effective date of layoff.
- 43.3.7 If the employee does not communicate their decision to the University within the specified time period, the employee will be deemed to have selected lump-sum severance with no recall.
- 43.3.8 The University may require employees to continue to work during some or all of their notice period prior to their specified last day of work. The amount of non-working severance that the employee is eligible to receive will be reduced by half of the working notice period provided, to a maximum reduction of one-half (1/2) of the total eligible severance based on years of service.
- 43.3.9 An employee who fails to work their required working notice (except approved leaves as specified in this agreement) will be deemed to have resigned from their position, and shall forfeit their non-working severance.
- 43.3.10 If the Employee is not provided the opportunity to work their scheduled hours during the notice period, the Employee shall be paid, including applicable benefits, in lieu of such work for the portion of the notice period for which work was not made available.
- 43.3.11 The University shall not require an employee to use banked overtime during the working notice period unless the Parties and employee agree to do so in writing.
- 43.3.12 Unless the University has provided the employee with notice to take accrued vacation prior to giving notice, the University shall not require the employee to take their vacation during the working notice period.

Non-working Severance

43.3.13 Prior to applying a reduction for working notice given, non-working severance pay shall be calculated as one (1) month for each of the first ten (10) completed years of service, plus an additional one (1) month after fifteen (15) years of service, and an additional one (1) month after twenty (20) completed years of service to a maximum of twelve (12) months of severance.

43.3.14 Employees subject to position abolishment who have not passed their probationary period but have been employed greater than three (3) months shall be paid severance as specified for termination notice under Alberta Employment Standards. Employees who have successfully passed their probationary period but have not completed their first year of employment shall receive severance of two (2) times the amount specified under Alberta Employment Standards.

Benefit Continuance

43.3.15 Regardless of the selection of either salary continuance or lump-sum severance following layoff, all benefit eligible employees shall be provided a minimum of three (3) months of benefit continuance (Health and Dental, Health Spending Account and access to the Employee and Family Assistance Plan).

Recall with Salary Continuance

43.3.16 An employee who selects the option of recall with salary continuance will:

- a) receive benefit continuance for three (3) months, plus salary continuance for the equivalent time calculated for the eligible non-working severance less the reduction for working notice,
- b) have recall rights for twelve (12) consecutive months following the effective date of layoff.

43.3.17 The most senior employee with recall rights will be recalled to the first available comparable position for which they are qualified and able to perform subject to reasonable orientation.

43.3.18 An employee who accepts recall will have their anniversary date adjusted for any time spent on recall while not in receipt of salary continuance.

43.3.19 An Employee who is recalled within twelve (12) months of layoff, or rehired to a continuing position within two (2) years of their layoff, shall be reinstated with all seniority up to the date of layoff.

43.4 Comparable Positions

- 43.4.1 When an employee accepts recall to a comparable position, salary continuance will cease and the employee will be placed on their former grid step.
- 43.4.2 If an employee rejects an offer of recall to a comparable position, all rights to recall will be waived and salary continuance will cease.

43.5 Non-comparable Positions

- 43.5.1 The University agrees that layoff and recall to non-comparable positions shall not be used to circumvent the red-circling provisions of this agreement.
- 43.5.2 Employees on recall who are interested in a posted position in a higher classification than previously held shall apply through the normal competition process.
- 43.5.3 An employee interested in being recalled to a non-comparable position that they are qualified and able to perform with reasonable orientation shall advise Human Resources in writing of the specific posting that they are interested in.
- 43.5.4 If the employee accepts recall to a non-comparable position of the same status and type but with a lower rate of pay, their salary will be maintained at their previous level for the remainder of their salary continuance eligibility period. Once complete, they will be placed within the appropriate pay band for the new position at the closest grid step to their previous rate of pay.
- 43.5.5 If an employee rejects three (3) offers of recall to non-comparable positions that the employee has identified being interested in, all rights to recall will be waived and salary continuance will cease.

44.0 TEMPORARY LAYOFF

- 44.0.1 Temporary layoff is defined as a temporary separation from employment initiated by the University for a period of less than two (2) months due to a shortage of work or operational reasons, and with an identified anticipated date of return. This period may be extended upon mutual agreement of the Parties, which will not be unreasonably withheld.

- 44.0.2 When a temporary layoff becomes necessary, continuing employees shall be given as much written notice as possible, with a minimum of one (1) month of notice or pay in lieu of notice, prior to the commencement date of layoff. The University will make reasonable efforts to temporarily reassign continuing employees to other assignments for which they are qualified and willing to perform, with preference for available work given to the most senior employees first.
- 44.0.3 New Employees shall not be hired in the same position classification until those laid off have been given an opportunity for recall.
- 44.0.4 Layoff shall be in order of seniority, least senior first.
- 44.0.5 Recall from temporary layoff is defined as a request to an employee to return to work when work is again available in a comparable position. If such request is prior to the identified anticipated date of return, such request shall be given with a minimum of five (5) days of notice.
- 44.0.6 Recall shall be in order of seniority, most senior first.
- 44.0.7 If an Employee has not been recalled within ten (10) working days of the specified period of the temporary layoff, the position shall be declared abolished and the employee shall be entitled to non-working severance pay according to the provisions of Article 43.3. The period of temporary layoff shall not be considered part of the notice period.
- 44.0.8 The University established inactive period for a Recurring Term employee shall not result in the application of Article 44.

45.0 DISPUTE RESOLUTION PROCESS

45.1 Principles

The University and the MSA have designated a single Dispute Resolution Process to:

- a) Ensure resolution of employment and/or labour relations disputes, including but not limited to decision appeals and/or differences involving the interpretation, operation, application or alleged violation of the collective agreement or legislation affecting bargaining unit employees.
- b) Encourage respectful face-to-face discussion and resolution of differences in a timely manner and at the lowest level possible by the individuals directly impacted by disputes in the workplace,
- c) Provide the opportunity for individuals to receive appropriate assistance from Human Resources, MSA or others as well as ensure that all required Parties to resolve matters, including the appropriate decision makers, are present and engaged

45.2 Informal Problem Solving

- 45.2.1 Individuals, with or without advice and representation from MSA or Human Resources, shall first attempt to resolve disputes through discussion with the person(s) with whom there is a dispute, within twenty (20) working days of when the affected individual(s) first became aware of, or reasonably should have become aware of, the concern giving rise to the dispute.
- 45.2.2 Per Article 45.2.1, the discussion should include an open, respectful exchange of the interests of the Parties directly affected by the dispute, an exploration of the interests of the Parties, identification of potential options to resolve the dispute and discussion of mutually acceptable solutions. All discussions at this stage shall be on a without prejudice and without precedent basis.
- 45.2.3 If the dispute is not resolved satisfactorily within the time period specified in 45.2.1, it may be advanced to the formal stages of the Dispute Resolution Process.

45.3 Formal Dispute Resolution

- 45.3.1 If a dispute is not resolved during the informal problem-solving stage outlined in 45.2, it may be formally submitted in writing (i.e.: documented appeal, grievance, etc.) to the other party within thirty (30) working days of when the affected individual(s) first became aware of, or reasonably should have become aware of, the occurrence giving rise to the dispute.
- 45.3.2 Either MSA or Human Resources may formally submit a dispute to the other party, which shall include the article of the collective agreement, University policy or legislation that is alleged to have been violated, the nature of the issue in dispute, and the remedy being sought.

45.4 Stage 1 – Formal Internal Resolution Stage

- 45.4.1 The Parties shall meet as often as required within twenty (20) working days from the date the grievance was submitted for the purpose of resolving the grievance. The Parties agree to share information relevant to the dispute with one another on a without prejudice basis and to engage in meaningful discussion.

45.4.2 The Parties shall schedule meetings of the people essential to resolving the dispute as appropriate to the circumstances, including but not limited to the following:

- 1) the impacted individual(s),
- 2) an MSA representative,
- 3) Human Resources designate,
- 4) any other person beneficial to the resolution of the matter, as determined by either of the Parties.

45.4.3 The Parties shall ensure that their representatives at the resolution meeting(s) shall have the authority to resolve the dispute, and/or the ability to obtain any necessary additional authority required and communicate their position within two (2) working days following each meeting.

45.4.4 Discussions shall include, but not be limited to relevant details of the dispute, and in the case of disputed employee discipline, a disclosure of the evidence that is being relied upon by the University to substantiate just cause discipline.

45.4.5 Following the time limit of twenty (20) working days specified for Stage 1, the responding party to the grievance or appeal shall communicate its formal decision in writing to the other party within an additional ten (10) working days.

45.4.6 If a response is not received within the required time limit outlined in Article 45.4.5, or a satisfactory resolution is not achieved at or following the resolution meeting, the grieving party may advance the dispute to the neutral third-party arbitration stage.

45.5 Stage 2 – Mediation Stage

45.5.1 Following at least one Stage 1 meeting to resolve the dispute, either party may request the other party to place unresolved differences before a mutually agreed upon mediator. Within ten (10) working days of such request, the Parties shall meet to outline the items in dispute.

45.5.2 The Parties agree to make every reasonable effort to meet and follow a timeline for mediation mutually agreed upon in consultation with the selected mediator. The Parties agree to equally share the expenses of the mediation process.

45.5.3 The purpose of the mediator's involvement in the grievance process is to assist the Parties in reaching a resolution of the dispute, and anything said, proposed, generated or prepared for the purpose of trying to achieve a settlement is to be considered privileged, and shall not be used for any other purpose.

- 45.5.4 The mediator shall meet with the Parties as soon as reasonably possible to identify and investigate the issues in dispute. During the proceedings, the Parties shall make reasonable effort to fully disclose all materials and information relevant to the issue(s) in dispute, with the intent to resolve the matter through mutual agreement between the Parties. The Parties may request that the mediator issue a report including non-binding recommendations.
- 45.5.5 If the dispute remains unresolved following five (5) working days after the completion of the agreed-upon mediation timeline, then the matter may be referred to Stage 3: Arbitration.
- 45.5.6 In the event that the Parties are unable to resolve their differences following the completion of the agreed-upon mediation timeline, or following the expiry of the current collective agreement for collective bargaining, either party may refer any items that remain in dispute to Stage 3: Arbitration.

45.6 Stage 3 – Neutral Third-party Arbitration

- 45.6.1 In Article 45.6, Arbitrator refers to any neutral third person(s) selected by the Parties to render a binding decision on the matter under dispute, including but not limited to a classification umpire, or Labour Board certified grievance or interest arbitrator, or the Labour Board for jurisdictional disputes.
- 45.6.2 When a dispute is referred to Arbitration (grievance, jurisdiction or position classification) the following applies:
- a) The Parties will endeavor to mutually agree on the use of a single arbitrator. For non-classification review matters, either Party may determine that they need to have the issue heard by a three (3) person arbitration panel rather than a sole arbitrator, and advise the other party prior to the selection of a single arbitrator. For jurisdictional disputes, the matter will be arbitrated using the process determined by the Alberta Labour Relations Board.
 - b) If the use of a single arbitrator is agreeable to the Parties, they will endeavor to mutually agree upon a neutral individual who is knowledgeable in the subject matter under dispute and available to consider it within a reasonable timeframe.
 - c) If the Parties are unable to agree upon an acceptable single arbitrator within ten (10) working days, a request will be made to the Alberta Labour Relations Board to have one appointed.

- d) If an arbitration panel is to be utilized, both Parties shall advise one another the name of their appointee to the Arbitration Panel, and their appointees shall determine the chairperson of the Arbitration Panel from the list of certified labour arbitrators. In the event that the panel cannot reach a majority decision, the decision of the chairperson governs and shall be deemed to be the award of the arbitration panel.
- e) The Parties will endeavor to clearly identify the matter(s) in dispute, and prepare a mutually agreed-upon statement of facts, if possible.
- f) The Parties may mutually agree to forgo formal hearings and to submit written submissions to the arbitrator (as applicable).
- g) The arbitrator(s) shall render their decision in writing to the Parties as soon as reasonably possible following a careful examination of the documents (except those which were without prejudice and privileged within this collective agreement), facts and testimony of witnesses that they deem to be relevant to the matter.
- h) The decision of the arbitrator(s) shall be final and binding on the Parties, subject to judicial review.
- i) The fees and expenses of a single arbitrator and the arbitration panel chairperson shall be borne equally by the Parties to the dispute. Each party shall bear the cost of their own appointee to an arbitration panel.

45.6.3 For classification and grievance arbitration, the arbitrator(s) may not alter, amend, or change the terms of this Agreement, nor render a decision inconsistent with the terms of the agreement. In respect to suspension, discipline or discharge of an employee, the arbitrator(s) may confirm, reverse, substitute or vary any action taken by the University.

45.6.4 For arbitration to settle a bargaining impasse for the renewal of the collective agreement, such restriction shall not apply and the arbitrator(s) shall be empowered to make any decision they deem appropriate relating to the identified matters in dispute.

45.6.5 Upon receipt of the decision of the arbitrator(s), the University and MSA shall prepare a new Collective Agreement.

45.6.6 If either the University or MSA neglects or refuses to participate in the preparation of an agreement in accordance with the arbitrator's decision, the other party may prepare the agreement and shall submit the agreement to the arbitrator(s).

45.6.7 Where the arbitrator(s) receives an agreement, and is satisfied that it gives effect to its decision, the arbitrator(s) shall certify the agreement as accurate. When the agreement is certified by the arbitrator(s), the Parties shall sign the agreement.

45.6.8 If, at the expiration of ten (10) working days after the date upon which the agreement has been completed or the arbitrator(s) 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 as specified.

46.0 LANGUAGE AND DEFINITIONS

46.1 Wherever in this agreement a singular or specific gender expression is used, it shall be interpreted to include the plural or other genders, and vice versa unless the context requires otherwise.

46.2 The Parties agree to allow for minor differences in the administration of specified time periods and rates of pay that are due to conversion and rounding in PeopleSoft.

46.3 "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 Articles 22.1.3 and 34.8.5.

46.4 "Appeal" means the formal application to a higher decision-making body for a reversal of a decision. Classification appeals shall be subject to the Dispute Resolution Process outlined in the collective agreement.

46.5 "Comparable position" means a position in the same pay band as the employee's former position, of equivalent status (i.e. full-time, continuing, etc.) that the employee is qualified and able to perform with reasonable orientation.

46.6 "Days" means working days unless otherwise specified.

46.7 "Department" means an administrative or service unit.

46.8 "Employee" means an individual covered by the terms of this Agreement

46.9 Employee Types include:

46.9.1 "Continuing Employee" means an individual occupying a position on either a full-time or part-time basis for year-round employment, or one occupying a position that recommences after an University-established inactive period.

46.9.2 "Full-time Employee" means an individual occupying a position with an established schedule of:

- a) not less than seven (7) hours per day and not less than thirty-five (35) hours per week, or
- b) not less than seventy (70) hours in a bi-weekly pay period.

46.9.3 "Part-time Employee" means an individual occupying a position working on an established schedule less than specified for a full-time employee above.

46.9.4 "Recurring Term Employee" means an individual occupying a position on an established annual schedule on either a full-time or a part-time basis for recurring specific periods. The period not worked is considered an established inactive period, and will not affect employee status.

46.9.5 "Non-recurring Term Employee" means an individual occupying a position on either a full-time or part-time basis which is not anticipated to be of a continuing nature, and which is either conditionally funded or specific project funded. Such an employee works on an established schedule, for a period not less than one (1) month, but less than twelve (12) consecutive months.

46.9.5.1 Non-recurring term employees may be extended by mutual agreement of the Parties for a period up to thirty-six (36) months. If employment is continued beyond the term length without agreement, then the employee and the position shall become Continuing.

46.9.6 "Replacement Term Employee" means an individual occupying a position either on a full-time or part-time basis due to an incumbent's absence. Such an employee will work on a regular schedule for a period of not less than one (1) month.

46.9.7 "Casual Employee" means an individual who is employed on a call-in basis in which neither the University nor the employee has any obligation for specified hours of work, to not exceed nine hundred and ten (910) hours in a twelve (12) month period. Casual employees include student casuals as referenced in Article 16 and Article 46.32.

46.10 "University" means the Board of Governors of MacEwan University, or the Administration acting on its behalf.

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

- 46.12 "Full-time hours" means 1820 hours annually.
- 46.13 "Illness" means any illness, injury or quarantine restriction which prevents an Employee from performing their duties, but does not include leaves of absence due to pregnancy or accidents covered under Worker's Compensation.
- 46.14 "Grievance" means difference regarding the interpretation, operation, application or alleged violation of this agreement. A grievance should be identified as:
- a) Individual: directly affecting the rights of a specific Employee;
 - b) Group: directly affecting the rights of a group of Employees in the same or similar way, where a common remedy is requested; or
 - c) 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.
- 46.17 "Month" means the period of time between the date in one month and the preceding date in the following month.
- 46.18 "Non-comparable position" means a position in either a lower pay band as the employee's former position or with less than equivalent status that the employee is qualified and able to perform with reasonable orientation.
- 46.19 "On-call" is defined as a period of time outside of an employee's regularly scheduled work hours, during which the University designates an employee to be immediately available to respond to work-related issues and/or return to work, if so required.
- 46.20 "Piece Rate" means a fixed rate of compensation based upon the quantity of a product or service provided.
- 46.21 "President" means the President of MacEwan University.
- 46.22 "Probationary Employee" means an Employee serving a probationary period according to the provisions of Article 17.0.
- 46.23 "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.
- 46.24 "Promotion" means the movement of an employee to a position that is classified in a pay band with a higher end rate than their existing position.

- 46.25 "Reasonable orientation" means orientation and specific skill development over a three (3) week period.
- 46.26 "Reassignment" means the placement of an Employee into a position that is comparable to their former position.
- 46.27 "Red-circled" means that the existing salary is maintained until such time as the maximum salary rate for the applicable pay band equals or surpasses the incumbent's existing salary rate, for a maximum of twenty-four (24) months from the effective date of the employment change.
- 46.28 "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;
- a) for parental leave; or
 - b) leave with pay; or
 - c) leave without pay not exceeding four (4) months; or
 - d) leave without pay for any period when in receipt of disability benefits or WCB payments; or
 - e) leave without pay while on Compassionate Care Leave.
- 46.28.1 Casual employees shall not be included in the calculation of seniority; however, upon appointment into a continuing, term, or recurring term position, casual employment which is contiguous to the appointment shall be included in the calculation of the seniority. In calculating seniority, casual hours worked from latest date of hire will be used and converted to a seniority date.
- 46.29 "Shift" means the period of time an employee is scheduled to be at work in a day, from the time they are scheduled to report to work until the time they are permitted to leave work, inclusive of paid and unpaid breaks.
- 46.30 "Sick leave" means the period of time an Employee is absent from work due to illness and in receipt of regular pay.
- 46.31 "Student" means a person who is enrolled in a secondary or post-secondary Institution.

46.32 "Student Casual Positions" are defined as:

- a) a position that is listed in the chart below; or
- b) a position that is agreed to by the Parties during the life of the collective agreement.

Department/Division	Position/Title
Childcare Lab	Student Childcare Worker
Retail and Campus Services	Student Customer Service Rep Student Front Desk Assistant
Residence	Student Residence Assistant
Library	Student Shelver
Various	Student Lab Assistant
OCM	Student Marketing Assistant Student Communication Assistant*
Security	Student Security Worker
Student Resource Centre	Welcome Centre Student Assistant
IT	Learning Technology Centre Student Assistant
Career Services	Student Peer Advisor Student Communication Assistant*
Various	Student Computer Lab Monitor
Facilities	Student Maintenance Worker
MacEwan International	International Intern
Sport and Wellness and Athletics	Student Worker

*Student Communication Assistant title may be used in multiple departments.

46.33 Student Casual Positions are casual positions that have distinct provisions for the terms and conditions of employment.

46.34 "Trial Period" means an initial period of employment served by an Employee in a Continuing position as a result of transfer, during which the Employee must demonstrate the ability to perform the duties required of the position.

46.35 "University" means MacEwan University, or as appropriate, the University President.

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

46.37 "Vacation entitlement" is the accrual rate at which an Employee earns vacation credits and may be referred to on an annual or hourly basis.

- 46.38 "Vacation year" means the annual period from January 1 to December 31, inclusive.
- 46.39 "Week" shall be considered Sunday to Saturday for the purposes of calculating overtime.
- 46.40 "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.

Collective Agreement between MacEwan University Board of Governors and MacEwan Staff Association and associated Letters of Understanding (LOU):

- LOU I: Transitional Salary Grid
- LOU II: Phased Transfer of OOS Positions into the MSA Bargaining Unit
- LOU III: Compensation Review
- LOU IV: Grandfather Payments
- LOU V: Extended Hours for the Department of Security Services

Agreed to this 22nd day of November, 2017.

The MacEwan University Board of Governors.

Per: 

President, MacEwan University

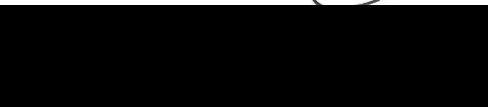
Per: 

Chair, University Negotiating Committee

The MacEwan Staff Association

Per: 

President, MacEwan Staff Association

Per: 

Lead, MacEwan Staff Association Negotiating Committee

LOU I: Transitional Salary Grid

The Parties to the collective agreement in effect from July 1, 2017 to June 30, 2019, agree to the following for the duration of the collective agreement:

- The University will transition to a Job Family classification and salary placement system between July 2017 and June 2019. The Hay Evaluation system will be discontinued as of implementation of the new plan. Work required to complete the transition to the Job Family system will occur between July 2017 and June 2019 (term of the Collective Agreement).
- Definition of family groups, criteria for placement in a group, titling changes, and other details of the new system will be jointly agreed upon between the University and the MSA with facilitation and consultation by a third party.
- The grid in effect upon ratification of the collective agreement is a transitional salary grid and employees will be placed on the grid at the step closest to their current rate of pay that provides the same or higher rate of pay.
- Positions currently being compensated on Band 1 and Student Casuals will be placed on the new Band A, positions on Band 2 & 3 will be placed on Band B, positions on Band 4 & 5 will be placed on Band C, positions on Band 6 & 7 will be placed on Band D, positions on Band 8 will be placed on Band E, positions on Band 9 & 10 will be placed on Band F, positions on Band 11 & 12 will be placed on Band G.
- Placement on appropriate band will be at the lowest step that results in no pay decrease. The majority of employees will be placed on the grid effective July 1, 2017, with no change to their step anniversary date. Special circumstances exist.

Special circumstances:

- If capped at Step 8 and if the hourly increase is less than \$0.25 per hour, then will receive the Long Service Increment (LSI) of \$0.75 per hour. If the \$0.75 LSI still results in less than \$0.25 per hour increase from previous rate, then also receive a \$250.00 one-time transition allowance.
- If placement on the grid results in more than 3.5% increase and step increment was granted prior to June 30 then placement on the grid will be done on next anniversary date. If step increment date is after July 1 then placement on the grid will be effective immediately and the step increment date will be adjusted to July 1.

- The transitional salary grid will expire with the current Collective Agreement or when all employees have moved to the new salary grid based on job families, whichever occurs first.
- During the development of the new plan, reclassification requests will be summarily assessed to determine the extent of the change to the job. If on this initial assessment the change appears to be less than 40 points (using the Hay methodology), the request will not be considered.
- A long service increment will be introduced with the transitional grid. For employees who have five (5) years of continuous service (or accumulated 9100 hours) and who have been at the top step of the salary grid for two (2) years (or 3,640 hours) a \$.75 per hour increase will be provided.

LOU II: Phased Transfer of OOS Positions into the MSA Bargaining Unit

The Parties agree that some positions previously deemed out-of-scope (OOS) should legitimately be within the scope of the MSA bargaining unit of “all non-academic employees”.

In order to conduct an orderly transfer that both:

- mitigates any negative impact on affected individuals, and
- recognizes the principles of equity and fairness for the entire bargaining unit, the Parties agree to the following:
 - At the time of the transition an increase of 1.2% will be applied to all salary rates to account for dues deduction, unless the transition into the bargaining unit results in an increase greater than 1.2%.
 - Employees will be transitioned into the MSA bargaining unit but not assigned to a pay band if their current salary exceeds the recommended pay band. The adjusted salary rate will be red-circled at the rate which includes the 1.2% increase. All positions transitioned and not assigned to a pay band will be evaluated and assigned to a pay band during the red-circle time period. If a comparable pay band does not already exist in the Collective Agreement, the Parties will strive to negotiate an appropriate resolution as per Article 45.0, Dispute Resolution Process
 - If required, after twenty-four (24) months, the rate will be downgraded on a gradual basis at the beginning of the next fiscal year (July 1) to a maximum of 5% per year until the salary rate is at the maximum of the applicable salary band. If the existing salary remains at a rate higher than the maximum salary rate for the applicable pay band after a period of thirty-six (36) additional months following the twenty-four (24) month red-circling period has elapsed, the final remaining salary adjustment will occur at that time.
 - Annual wage increments shall be administered in accordance with Article 22.2
 - Vacation entitlements shall be administered in accordance with Article 33.0. Employees above the entitlement, as outlined in Article 33.0, will be grandfathered at their current entitlement until the entitlement in the collective agreement equals or surpasses their existing entitlement or the employment relationship is severed, whichever occurs first.
 - Seniority date shall be considered date of hire.

- Any employees considered non-probationary under the OOS policy will be considered to have passed their probation period under the MSA collective agreement, regardless of hire date.
- Any employee considered on probation under the OOS policy whose length of service is less than the probation period specified in Article 17.0 of the Collective Agreement will serve the remainder of the probation period specified in the Collective Agreement. The Parties agree to discuss on a case-by-case basis any individual situation where a probationary OOS employee being moved into the bargaining unit has a length of service that exceeds the standard probation period specified in the Collective Agreement.
- All transferred-in employees will have the right to initiate a position evaluation for a period of ninety (90) calendar days from the effective date of the transfer to the MSA bargaining unit. The Parties agree to follow the general principles of position evaluation identified in Article 28.0 where practicable. If changes are required, they shall be made retroactive to the effective date of the transfer-in.

LOU III: Compensation Review

During the term of this agreement, should the Government of Alberta employees receive an across the board increase, the Parties agree to a compensation review of this agreement effective on its anniversary date.

LOU IV: Grandfather Payments

MacEwan University and the MacEwan Staff Association agree to the following options for the Saturday, January 1, 2011, implementation of the bi-weekly arrears pay cycle. These options apply to all current Continuing and existing recurring term and term employees.

In order to transition from the current monthly payroll processing to a bi-weekly arrears payroll processing the University will provide the following options on a one-time basis:

OPTION 1: Grandfathering Payment

- The University will provide the employee with a grandfathering payment equivalent to 10 days pay.
- The bi-weekly arrears pay cycle will commence with payment on Tuesday, January 25, 2011 followed by payments thereafter every second Tuesday.
- By selecting this option of a one-time grandfathering payment the employee will receive 26 payments in 2011.
- The Friday, January 14, 2011 grandfathering payment (which represents a payroll payment) will be subject to all statutory deductions and all applicable University benefit deductions including Local Authorities Pension Plan deductions.
- Upon termination of employment the employee will be paid up to and including the final day of work. At that time, the employee receiving the grandfathering payment will have their time and payments reconciled, so as to ensure the total payments from Saturday, January 1, 2011 to the termination of employment reflect the amount earned by the employee for work performed.
- Effective January 14, 2011, any employee who has received a grandfathering payment and who subsequently goes on a leave from the University, resulting in not being paid on payroll, will be paid up to and including the last day of work prior to commencement of the leave. At that time the employee receiving the grandfathering payment will have their time and payments reconciled, so as to ensure the total payments from Saturday, January 1, 2011 to the last day of work prior to commencement of the leave reflect the amount earned by the employee for work performed. Upon the employee's return from leave the employee will be placed on the bi-weekly pay-in-arrears cycle. The employee shall not be entitled to a further grandfathering payment.

- An employee returning from a leave, who has previously received a grandfathering payment, will have the option to request an Advance of up to 10 days pay. Repayment of the Advance will be in equal installments over no more than the next 10 paydays. The employee must make their request for an Advance to the Human Resources department prior to returning to work. This Advance is limited to the return from the employee's first leave.
- The Parties agree to meet within 36 months to review and discuss the administration of the grandfathering payment.

OPTION 2: Payout of 2009/10 Vacation Carry Forward and or Overtime/Lieu Time

- The University will allow the employee to receive a payout of their remaining 2009/10 Carry Forward Vacation balance to a maximum of 10 days to be paid on Friday, January 14, 2011.
- The University will allow the employee to receive a payout of approved and worked Overtime/Lieu Time (to a maximum of 10 days) to be paid on Friday January 14, 2011. The overtime and/or lieu time must be approved and worked prior to Friday, November 26, 2010 to be eligible for payout on Friday, January 14, 2010.
- Vacation accrued in 2010/ 11 shall not available for payout.
- Should the employee have 2009/10 Vacation Carry Forward and Overtime/Lieu Time accrued the employee can use a combination of these two payouts to a maximum of 10 days pay.
- The employee will provide the Human Resources Department with the employee's 2009/10 Carry Forward Vacation and/ or Lieu Time to be paid out to the Human Resources Department by Friday, November 26, 2010.
- The vacation payout of 2009/10 Vacation Carry Forward is not considered earnings for Local Authorities Pension Plan.
- A employee who chooses a 2009/10 vacation Carry Forward payout and /or Overtime/Lieu Time payout will not receive the grandfathering payment.

OPTION 3: Transition Directly to New Bi-Weekly Arrears Payroll

- The employee will transition directly to the bi-weekly pay-in-arrears cycle.
- The employee will receive their first pay period on Tuesday, January 25, 2011 (for the period January 1 - 15, 2011).

- By selecting this option the employee will receive 25 payments and for 26 pay periods in 2011.

ADMINISTRATION OF CONTINUING, RECURRING TERM, TERM AND CASUAL EMPLOYEES

- The intent of this Letter of Understanding is to provide the employees with some flexibility in respect to mode of transition to the bi-weekly pay-in-arrears cycle, while ensuring that all employees receive full pay for time worked, but not more, regardless of which Option they chose.
- Only Option 1, Option 2 or Option 3 can be selected. There shall be no combination of the options.
- Each employee shall sign an option form indicating the employee's selection and return it to human resources no later than Friday, November 26, 2010.
- Should no option form be received from the by Friday, November 26, 2010, the employee shall be considered to have selected Option 1.
- All employees hired after Sunday, October 31, 2010 will be paid under the existing pay cycle until Friday, December 31, 2010 and effective Saturday, January 1, 2011, placed on the bi-weekly pay-in-arrears cycle.
- Recurring term employees, upon reappointment after January 1, 2011, will be placed on the bi-weekly pay-in-arrears cycle.
- Provided there is no break in service, term appointments upon renewal or conversion to continuing will maintain the grandfathering option. Should an existing term employee be successful on a competition for a continuing position, at that time the employee receiving the grandfathering payment will have their time and payments reconciled, so as to ensure the total payments from Saturday, January 1, 2011 to the last day of work prior to commencement of the continuing position reflect the amount earned by the employee for work performed. Upon the commencement of the continuing position the employee will be placed on the bi-weekly pay-in-arrears cycle. The employee shall not be entitled to a further grandfathering payment.
- Effective January 1, 2011, casual employees will transition directly to the bi-weekly pay-in-arrears cycle.

LOU V: Extended Hours for the Department of Security Services

The parties to the collective agreement in effect from July 1, 2017 to June 30, 2019, agree to continue the application of Letter of Understanding 6 – Extended Hours for the Department of Security Services that was signed on Oct 25, 2016 for the life of the agreement, or until a replacement overtime averaging agreement or alternative LOU has been negotiated, whichever is earlier.

July 1, 2017: MSA Annual Wage Schedule

EFFECTIVE: July 01, 2017

BASED ON: 1820 Annual Hours

Steps	1	2	3	4	5	6	7	8	LSI
A	\$27,300	\$28,811	\$30,394	\$32,068	\$33,834	\$35,690	\$37,656	\$39,731	\$41,096
B	\$33,452	\$35,290	\$37,237	\$39,294	\$41,460	\$43,735	\$46,137	\$48,667	\$50,032
C	\$39,312	\$41,478	\$43,753	\$46,155	\$48,685	\$51,360	\$54,181	\$57,166	\$58,531
D	\$46,192	\$48,740	\$51,415	\$54,236	\$57,221	\$60,369	\$63,682	\$67,176	\$68,541
E	\$52,434	\$55,310	\$58,349	\$61,552	\$64,938	\$68,505	\$72,272	\$76,240	\$77,605
F	\$59,514	\$62,790	\$66,248	\$69,888	\$73,728	\$77,787	\$82,064	\$86,577	\$87,942
G	\$67,540	\$71,253	\$75,166	\$79,297	\$83,665	\$88,270	\$93,129	\$98,244	\$99,609
H	\$74,292	\$78,387	\$82,701	\$87,251	\$92,056	\$97,115	\$102,448	\$108,090	\$109,455

July 1, 2017: MSA Hourly Wage Schedule

EFFECTIVE: July 01, 2017

BASED ON: 1820 Annual Hours

Steps	1	2	3	4	5	6	7	8	LSI
A	\$15.00	\$15.83	\$16.70	\$17.62	\$18.59	\$19.61	\$20.69	\$21.83	\$22.58
B	\$18.38	\$19.39	\$20.46	\$21.59	\$22.78	\$24.03	\$25.35	\$26.74	\$27.49
C	\$21.60	\$22.79	\$24.04	\$25.36	\$26.75	\$28.22	\$29.77	\$31.41	\$32.16
D	\$25.38	\$26.78	\$28.25	\$29.80	\$31.44	\$33.17	\$34.99	\$36.91	\$37.66
E	\$28.81	\$30.39	\$32.06	\$33.82	\$35.68	\$37.64	\$39.71	\$41.89	\$42.64
F	\$32.70	\$34.50	\$36.40	\$38.40	\$40.51	\$42.74	\$45.09	\$47.57	\$48.32
G	\$37.11	\$39.15	\$41.30	\$43.57	\$45.97	\$48.50	\$51.17	\$53.98	\$54.73
H	\$41.56	\$43.85	\$46.26	\$48.80	\$51.48	\$54.31	\$57.30	\$60.45	\$61.20