



**COLLECTIVE AGREEMENT**

**BETWEEN**

**THE BOARD OF GOVERNORS  
OF BOW VALLEY COLLEGE**

**AND**

**THE ALBERTA UNION  
OF PROVINCIAL EMPLOYEES  
LOCAL 071/011**

**JULY 1, 2010 TO JUNE 30, 2011**

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Preamble

This Agreement made the \_\_\_\_ day of \_\_\_\_\_, 2010

BETWEEN

The Board of Governors of Bow Valley College  
(hereinafter referred to as the Employer)

of the first part

and

The Alberta Union of Provincial Employees  
(hereinafter referred to as the Union)

of the second part

and

WHEREAS, the Union has the sole right to negotiate and conclude a Collective Agreement on behalf of the Employees of the Employer pursuant to the Public Service Employee Relations Act; and

WHEREAS, the Parties are mutually desirous of entering into a Collective Agreement with the intent and purpose to promote a harmonious relationship between the Employees and the Employer, and to set forth in the Collective Agreement rates of pay, hours of work and conditions of employment.

NOW THEREFORE, the Parties hereto mutually agree as follows:

ARTICLE 1

Definitions

1.01 In this Agreement, unless the context otherwise requires:

- (a) A word used in the masculine gender applies also in the feminine;
- (b) A word used in the singular may also apply in the plural;
- (c) "Act" means the Public Service Employee Relations Act;
- (d) "Union" means The Alberta Union of Provincial Employees;
- (e) "Local" means Local 071/011 of the Union;
- (f) "Employer" means the Board of Governors of Bow Valley College (or any person authorized by the President to act on their behalf);
- (g) "President" means the President of Bow Valley College;

- (h) "Employee" means a person who is employed by the Employer in one of the following categories and who is covered by this Collective Agreement:
- (i) "Continuous Full-time Employee" means an Employee who is regularly scheduled to work the full normal Hours of Work, as outlined in Article 13 - Hours of Work;
  - (ii) "Continuous Part-time Employee" means an Employee who is regularly scheduled to work not less than one-half (1/2) of the full normal hours of work, as outlined in Article 13 - Hours of Work;
  - (iii) "Temporary Employee" means an Employee employed to temporarily replace a Continuous Full-time or Continuous Part-time Employee on leave, of at least four (4) months and not normally exceeding twelve (12) months in duration. The Temporary Employment period may be extended by mutual agreement between the Employer and the Union.
  - (iv) "Project Employees" are engaged on either a Full-time or Part-time basis to perform duties directly related to a defined project, contract or conditionally funded program. They shall be employed for a specific period of time covering the duration of the defined project, contract or conditionally funded program. The nature and duration of the project, contract or conditionally funded program and the period of employment shall be specified in the Employee's letter of appointment, a copy of which shall be provided to the Union Servicing Representative. The employment period may be extended by mutual agreement between the Employer and the Union.
  - (v) "Casual Employee" means a person who does not fall into one of the above defined categories.
- (i) "Designated Officer" means a person who is authorized on behalf of the Employer to deal with grievances;
  - (j) "Union Representative" means the President of the Union, or an Officer or Staff Member of the Union designated by the President in writing pursuant to the Union's Constitution to perform a specific function pertaining to this Collective Agreement;
  - (k) "Annual Salary" means the annual amount of an Employee's regular salary;
  - (l) "Monthly Salary" means annual salary divided by twelve (12);
  - (m) "Hourly Rate" means the annual salary divided by the Employee's normal annual hours of work;
  - (n) "Salary Range" means the salary steps, assigned to a classification;

- (o) "Minimum Salary" means the lowest salary step of the salary range assigned to a classification;
- (p) "Maximum Salary" means the highest salary step of the salary range assigned to a classification;
- (q) "Salary Step" means a single salary rate within the salary range;
- (r) "Increment" means the difference between one salary step and the next salary step within the same salary range;
- (s) "Work Day" means any day on which an Employee is normally expected to be at his place of employment;
- (t) "Dismiss" means to discharge an Employee for just cause;
- (u) "Statutory Declaration" means a document containing verified statements sworn by an Employee to be the truth before a Commissioner for Oaths and made subject to criminal prosecution for false statements.
- (v) "Seniority" means the length of continuous service with the Employer from date of hire.

## ARTICLE 2

### Terms of Employment

2.01 The Employer during the life of this Agreement may with the agreement of the Union:

- (a) alter rates of Employee compensation, or,
- (b) alter any Employee entitlement or Employee rights

which are contained within this Agreement and upon such agreement these changes shall become the rates, entitlements, or Employee rights.

## ARTICLE 3

### Application

3.01 The provisions of this Agreement apply as specified in this Article to Employees as defined in Article 1 - Definitions who are in the Bargaining Unit and are employed in classifications set out in the Salary Schedule.

3.02

This Agreement applies to:

- (a) a Continuous Employee, however, where applicable, shall be applied on a pro-rata basis for an Employee who works part-time; and
- (b) Project Employees shall be granted all terms and conditions of this Agreement, however where applicable, shall be applied on a pro-rata basis for an Employee who works part time, except that the following Articles shall not apply:

- Article 10 Layoff, Recall and Termination
- Article 12 Acting Incumbency
- Article 19 Workers' Compensation Supplement – except Clauses 19.05 and 19.07
- Article 32 Maternity and Parental Leave

Project Employees shall be granted the following terms and conditions after the completion of one (1) year of service:

- Article 26 General Illness (excluding Long term disability LTD)
- Article 28A Benefit Plans
- Article 28B Public Service Pension Plan (PSPP)

- (c) a Temporary Employee, however, where applicable, shall be applied on a pro-rata basis for an Employee who works part-time; except the following shall not apply:

- Article 10 Layoff, Recall and Termination
- Article 12 Acting Incumbency
- Article 19 Workers' Compensation Supplement – except Clauses 19.05 and 19.07
- Article 22 Probationary Employee and Period
- Article 26 General Illness
- Article 28A Benefit Plans
- Article 28B Public Service Pension Plan (PSPP)
- Article 32 Maternity and Parental Leave

- (d) a Casual Employee, except that the following shall not apply:

- Article 10 Layoff, Recall, and Termination
- Article 12 Acting Incumbency
- Article 14 Overtime, Clause 14.04 - Compensatory time off
- Article 19 Workers' Compensation Supplement
- Article 22 Probationary Employee and Period
- Article 25 Casual Illness
- Article 26 General Illness
- Article 28A Benefit Plans
- Article 28B Public Service Pension Plan (PSPP)
- Article 29 Paid Holidays - except 29.03
- Article 30 Annual Vacation Leave
- Article 31 Compassionate and Special Leave
- Article 32 Maternity and Parental Leave

Article 34      Employment Insurance Premium Reduction - 34.02, 34.03  
                    in their private capacity  
Article 37      Leave Without Pay/Compassionate Leave

(e) a Casual or Temporary Employee who is dismissed for disciplinary reasons in accordance with Article 23 - Disciplinary Action, shall have access to Level 2 of the Grievance Procedure as provided in Sub-Clause 24.01(e) but not to any other Levels of the Grievance Procedure. However, a Casual or Temporary Employee shall not have access to Article 24 - Grievance Procedure in the case of termination of employment.

3.03            Notwithstanding Sub-Clause 3.02(c), an Employee hired for Casual employment shall in lieu of receiving:

- (a) paid holidays pursuant to Article 29 - Paid Holidays, be allowed, in addition to his regular hourly earnings, pay at five point two percent (5.2%) of his regular hourly rate earnings, and for working on a paid holiday, pay at time and one-half his regular hourly rate for all hours worked up to the equivalent of full normal daily hours and double time thereafter; and
- (b) annual vacation leave pursuant to Article 30 - Annual Vacation Leave, be allowed in addition to his regular hourly earnings, pay at six percent (6%) of his regular hourly earnings.

3.04            Except as otherwise specified in this Collective Agreement, there shall be no pyramiding of leaves or benefits or other entitlements.

#### ARTICLE 4

##### Management Recognition

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

#### ARTICLE 5

##### Union Recognition

5.01            The Employer recognizes the Union as the exclusive Bargaining Agent for all Employees covered by Alberta Labour Relations Board Certificate No. 219-99, dated December 9, 1999, except those Employees excluded by the Public Service Employee Relations Board, or by written agreement between the Parties, or by mutual agreement of the Parties at the time of signing of the Agreement.

5.02            Written or verbal agreements with individual Employees outside the terms of the Collective Agreement are prohibited.

5.03            The Employer will provide specific bulletin board space for use of the Union at locations on the Employer's premises which are accessible to Employees. Sites of the bulletin boards are to be determined by the Employer and the Union. Bulletin board space shall be used for the posting of Union information directed to its Members. The text of such information shall be submitted to the Human

Resources Department for approval prior to posting and a decision shall be provided within twenty-four (24) hours.

- 5.04 An Employee shall have the right to wear or display the recognized insignia of the Union, however, no such insignia larger than a lapel pin shall be worn on issue clothing or uniforms, nor shall an insignia be displayed on Employer's equipment or facilities.
- 5.05 (a) The Local shall be permitted to use the College's internal e-mail during non-business hours for the purpose of communicating with their Members. This activity shall be carried out in accordance with and subject to the restrictions and limitations of the College policy, guidelines, and procedures on computers and networks. The Union shall provide a copy to the Human Resources Director of any e-mail communication sent through the electronic AUPE distribution list that the Union would otherwise have posted on a bulletin board.
- (b) The Union agrees the College Computers and Networks policy is not incorporated by reference into the Collective Agreement.

## ARTICLE 6

### Legislation and the Collective Agreement

- 6.01 In the event that any law passed by the Government of Alberta or Canada renders null and void, or reduces any provision of this Agreement, the remaining provisions shall remain in effect for the term of the Agreement and the Parties hereto shall negotiate, in accordance with the bargaining procedures of the Act, a satisfactory provision to be substituted for the provision rendered null and void, or reduced.
- 6.02 Where a difference arises out of the provisions contained in an Article of the Collective Agreement, and the subject matter is also covered in Employer regulations, guidelines or directives, the Collective Agreement shall supersede the regulation, guideline or directive.

## ARTICLE 7

### Union Membership and Dues Check-Off

- 7.01 All Employees covered by this Agreement shall become Members of the Union as a condition of employment. An Employee who has a religious objection to becoming a Member of the Union shall be permitted to opt out of Membership by providing the Union with a signed Statutory Declaration outlining the objection within sixty (60) consecutive calendar days from the date of commencement of employment, but such Employee shall continue to pay Union Dues.
- 7.02 All Employees covered by this Agreement shall be required to pay Union Dues as a condition of employment. The Employer shall, therefore, deduct Union Dues from the pay of all Employees covered by this Agreement. The Union shall advise all Employees and the Employer, in writing, of any change in the amount of Dues to be deducted from the Employees covered by this Agreement. Such notice shall be communicated to the Employees and the Employer at least thirty (30) days prior to the effective date of the change.
- 7.03 The Employer shall remit Union Dues deducted from the pay of all Employees to the Union by the first working day after the fifteenth (15th) calendar day in the following month. Where an accounting adjustment is necessary to correct an over or under payment of Dues, it shall be effected in the succeeding month. The deductions remitted shall be accompanied by particulars identifying each Employee in electronic form showing Employee number, classification, starting date, the amount of Union Dues deducted, the Employee's name and last known address. Further, the Employer shall provide to the Union, a monthly list containing the name and last known address of Employees for whom Long Term Disability Insurance benefits have commenced or terminated in that month.
- 7.04 The Union agrees to indemnify and save the Employer harmless against any claim or liability arising out of the application of this Article.

## ARTICLE 8

### Employer-Union Relations

- 8.01 The Employer will grant Union Representatives access to its premises for a specific purpose provided prior approval has been obtained through the Human Resources Department. The foregoing approval shall not be unreasonably denied.
- 8.02 (a) Upon ratification of this Agreement, the Union shall provide to the Employer a current list of:
- (i) local Officers and Union Stewards. This list shall include the name and, where available, the work location of these Employees and,
  - (ii) the names and titles of the Union Representatives assigned to the Employer by the Calgary Regional Office of the Union.

The Union will ensure that the Employer is informed of any changes to these lists.

- (b) Upon ratification of this Agreement the Employer shall provide the Union with a list of the College Vice Presidents and of the contacts in the Human Resources Department to be used by the Union. The Employer will ensure that the Union is informed of any changes to this list.

8.03 Union Membership meetings may be held on Employer premises outside of normal work hours with the prior approval of the Employer and subject to availability of facilities.

8.04 The Employer acknowledges the right of the Union to appoint Employees in the Bargaining Unit as Union Stewards.

8.05 The Union shall determine the number of Union Stewards, having regard to the plan of organization, and the distribution of Employees at the work place. When difficulties arise, the Union and the Employer shall consult in order to resolve the difference.

8.06 The Employer recognizes the Union Steward as an official representative of the Union.

8.07 A new Employee shall be advised of the name and location of his Union Steward. The Union Steward will provide the Employee with a copy of the Collective Agreement.

## ARTICLE 9

### Time Off for Union Business

9.01 Subject to Clause 9.03, time off, without loss of regular earnings, will be provided for the following:

- (a) Employees authorized by the Union, not to exceed three (3) in number, for time spent meeting with representatives of the Employer at formal Employee Management Committees where matters of mutual concern are discussed.
- (b) Employees authorized by the Union, for time spent meeting with the Employer at formal Safety Committee Meetings during normal working hours, and for Meetings of the Joint Health and Safety Committee as provided by the Occupational Health and Safety Act.

- 9.02 Subject to Clause 9.03, time off, without pay, will be provided for the following:
- (a) Members of the Local Executive, to administer the Local, such meetings to be held normally on a Saturday;
  - (b) Members of the Negotiating Committee for time spent meeting with representatives of the Employer during the formal negotiating of a Collective Agreement and for Union Preparatory meetings during these negotiations;
  - (c) Members elected as delegates to attend the Annual Convention of the Alberta Union of Provincial Employees;
  - (d) Members designated as delegates representing the Union at conventions of other Employee organizations;
  - (e) Members elected as representatives of the Union to attend seminars. It is understood that wherever possible such seminars will be held during periods when the Employer's offices are closed;
  - (f) Members of the Provincial Executive of the Union, to attend general meetings which are normally held once every two (2) months on a Saturday; and,
  - (g) Members of the following Provincial Executive Standing Committees of the Union to attend regular committee meetings normally held every two (2) months on a weekday:
    - (i) Finance Committee,
    - (ii) Legislative Committee,
    - (iii) Membership Services Committee,
    - (iv) Occupational Health and Safety Committee;
  - (h) Members of the Union Executive Committee, to attend meetings which are normally held monthly on a Friday.

9.03 In all of the foregoing provisions, time off shall be granted except where operational difficulty will arise. The Union shall provide the Employer with a copy of the request for time off. Employees shall provide a minimum of five (5) work days notice when requesting time off under Clause 9.02; however, consideration shall still be given in cases where the five (5) days notice is not provided.

9.04 To facilitate the administration of Clause 9.02 of this Article, the Employer will grant the leave of absence with pay and invoice the Union for the Employee's salary and applicable allowances, or the replacement salary costs, whichever is greater, which the Union shall promptly pay.

## ARTICLE 10

### Layoff, Recall and Termination

- 10.01 This Article shall apply only to Continuous Employees.
- 10.02 For the purposes of this Article, the following definitions shall apply:
- (a) "lay-off" - a temporary or permanent separation from employment;
  - (b) "seniority" - the length of continuous employment with the Employer;
  - (c) "similar employees" - two (2) or more Employees having a common status performing the same or similar functions in the same work unit within a classification;
  - (d) "continuous employee" - a continuous status Employee who has successfully completed his probationary period.
- 10.03 In the event of lay-off, the Employer shall notify the Employee(s) to be laid-off at least twenty (20) working days prior to the effective date of lay-off, or shall make payment in lieu. The sum of the working notice period and any payment in lieu shall be equivalent to at least twenty (20) working days.
- 10.04 The requirement to provide notice of lay-off shall not apply in the event of a staff reduction caused by fire, flood, earthquake, or other acts of God requiring closure of part or all of the College's operations.
- 10.05 When similar Employees are to be laid-off, the Employer shall lay-off such Employees in reverse order of their seniority providing those retained are qualified and able to perform the work that is available.
- 10.06 An Employee may be recalled to the job from which the Employee was laid off or to a similar continuous job within the same classification. Recall of such similar Employees shall be on the basis of seniority provided the Employee is qualified and able to perform the available work.
- 10.07 An Employee shall be responsible for providing the Employer with his current address and telephone number for recall purposes.
- 10.08 Seniority is lost and the Employer shall not be obliged to recall an Employee:
- (a) when the Employee resigns, retires, or employment is properly terminated, or
  - (b) when the Employee does not return to work on recall within five (5) work days of the stated reporting date, or the Employee cannot be located after a reasonable effort to recall the Employee; or
  - (c) upon the expiry of one hundred eighty (180) calendar days following the original date of lay-off during which time the Employee has not been recalled to work, or
  - (d) when an Employee refuses the recall offer to their former classification and employment status.
- 10.09 If an Employee has not been recalled within one hundred eighty (180) calendar days from the date of lay-off, the Employee shall be entitled to severance pay in the amount of three (3) week's pay for each full year of continuous service to a maximum of forty (40) weeks pay. Severance pay will not be paid to an

Employee who resigned, retired, or failed to return to work when recalled as per 10.08 (b) and (d).

- 10.10 If the lay-off is expected to exceed one hundred eighty (180) calendar days, the Employee may choose to waive rights and accept termination of employment due to lack of work within ten (10) days of lay-off, and receive severance pay in accordance with Clause 10.09, or, if the job will no longer exist the Employer may terminate the Employee and pay him severance in accordance with this Article.
- 10.11 If an Employee's employment is terminated while on lay-off, the Employee shall receive severance pay in accordance with Clause 10.09.
- 10.12 If an Employee is still employed by the Employer in some capacity other than continuous status, at the end of the one hundred eighty (180) calendar day period, the Employee shall be entitled to the amount of severance provisions calculated at the original date of layoff, set out in Clause 10.09 when such non-continuous employment terminates.
- 10.13 An Employee who is laid off under this Article and who at the commencement of the lay-off is participating in the Benefit Plans provided under Article 28 - Benefit Plans, may continue existing coverage under these Plans on the following basis:
- (a) with respect to the Basic Life Insurance, Accidental Death and Dismemberment, and Long Term Disability – until the end of the month in which the layoff occurs.
  - (b) with respect to Alberta Health Care, Extended Health Care, and Dental Benefits - the Employee may elect to continue existing coverage under these Plans for the one hundred eighty (180) calendar day lay-off period. If the Employee elects to maintain coverage, he shall submit both the Employer and Employee shares of the premium contributions in a fashion as determined by the Employer. If the Employee chooses not to continue to submit the total required premiums, coverage will cease and the Employee shall not be entitled to any benefits under these Plans.

## ARTICLE 11

### Attendance

- 11.01 An Employee who is absent from duty without prior authorization shall communicate daily, within one (1) hour of normal starting time, the reason for his absence to his supervisor or his designate at his place of work. Employees are normally expected to advise the Employer prior to the commencement of their work shift if they will be absent or delayed.
- The time limit in this clause shall be waived when it can be established that the Employee, for acceptable reasons, was unable to contact his supervisor or his designate within the time limits specified.
- 11.02 (a) For an Employee to be considered to have resigned in good standing, the Employee shall provide written notice of resignation of not less than two (2) weeks.
- (b) An Employee who is not considered to have resigned in good standing will have that noted on the Employee's personnel file and any reference letter from the College will note that the Employee was not considered to

have resigned in good standing. The Employee, upon request will be entitled to a confirmation of employment letter.

- 11.03 An Employee who absents himself from his employment and who has not obtained the approval of his supervisor or his designate at his place of work shall, after three (3) consecutive work days of such unauthorized absence, be considered to have abandoned his position and will be deemed to have resigned, unless it is subsequently shown by the Employee that special circumstances prevented him from reporting to his place of work.
- 11.04 An Employee who leaves the work site during work hours without prior authorization of the supervisor may be subject to disciplinary action up to and including dismissal.

## ARTICLE 12

### Acting Incumbency

- 12.01 To receive acting incumbency pay, a Continuous Employee shall be designated by the Employer to perform the principal duties of the higher level position for a minimum period of five (5) consecutive work days, during which time he may also be required to perform some of the duties of his regular position. On completion of the minimum five (5) day qualifying period in an acting incumbency position, an Employee shall be eligible for acting incumbency pay for the total period of acting incumbency, including the five (5) day qualifying period. Acting provisions shall not apply where an Employee is designated only limited additional duties.
- 12.02 Where an Employee is designated to be an acting incumbent in a position, his salary may be determined in accordance with the following provisions:
- (a) if he is designated to act in a position in a classification with a salary range the maximum of which is less than one (1) increment higher than the maximum of his current salary range, his acting salary shall be the lowest salary step in the new salary range that exceeds his current salary provided the maximum salary step assigned the classification is not exceeded;
  - (b) if he is designated to act in a position in a classification with a salary range the maximum of which is at least one (1) increment higher than the maximum of his current salary range, his acting salary shall be the lowest salary step in the new salary range that exceeds his current salary, except if the increase is less than one (1) increment, in which case his salary shall be adjusted to the salary step next higher than the lowest salary step that exceeds his current salary provided the maximum salary step assigned the classification is not exceeded;
- 12.03 It is understood that normally only one acting incumbent may be designated as a result of any one Employee's absence.
- 12.04 When an Employee who has been the acting incumbent of another position returns to his regular position, his salary shall be readjusted to that which would be in effect if he had continuously occupied that position.

12.05 The designation of acting incumbency shall normally not exceed a period of six (6) months.

### ARTICLE 13

#### Hours of Work

13.01 The normal hours of work for the purpose of determining pay, benefits and overtime under this Collective Agreement shall be:

- (i) thirty-six and one-quarter (36 1/4) hours per week; or
- (ii) the equivalent of (i) above on a monthly or annual basis.

13.02 An Employee's pay shall be based on the hours worked by an Employee.

13.03 Employees covered by this Agreement shall normally receive two (2) fifteen (15) minute paid rest periods in each work period in excess of six (6) hours, one (1) period to be granted before the meal break and one (1) to be granted after. An Employee working a period of more than two (2) hours but less than six (6) hours shall be granted one (1) rest period. Rest periods shall be taken at the worksite unless otherwise approved. Rest periods shall not be granted within one (1) hour of commencement or termination of a work period.

13.04 A meal period of not less than one-half (1/2) hour and, except where opted in "Flexitime" operations, not more than one and one-half (1 1/2) hours shall be granted to all Employees at approximately the mid-point of each work period that exceeds four (4) hours. Such meal period shall be without pay except as provided for in Clause 13.05.

- 13.05 An Employee who is directed by the Employer to perform work during his meal period shall be paid for such meal period at his regular rate of pay, or shall bank the time actually worked during that period at straight time rates and take the time off at a later date, as authorized by the Employer. Time worked during such an "on-duty" lunch break shall not contribute towards any overtime calculation.
- 13.06 An Employee shall not be required to work a split shift involving a break between work periods longer than the specified meal period except where there is agreement between the Employee and the Employer.
- 13.07 Notwithstanding Sub-Clause 13.01 (i) an Employee who is regularly scheduled to work forty (40) hours per week shall be paid an additional ten point three five (10.35%) percent of salary beyond his regular salary rates as set out in Schedule "A".
- 13.08 The Parties agree that the Employer may implement a flexible or modified work week system under conditions as provided in Article 41 - Modified or Flexible Hours of Work of this Agreement.

#### ARTICLE 14

##### Overtime

- 14.01 An Employee may be required to work hours beyond regularly scheduled hours to overcome unexpected work loads and to meet extraordinary situations. Such overtime shall be authorized by the Employer.
- 14.02 An Employee may occasionally be required to work extra time, up to fifteen (15) minutes, immediately following closing time, or to brief an oncoming shift, without payment. However, if the extra time exceeds fifteen (15) minutes, a minimum of one-half (1/2) hour overtime compensation will be paid, with compensation thereafter in accordance with Clause 14.07.
- 14.03 Subject to Clause 14.08, an Employee who has been authorized to work overtime shall be compensated as follows:
- (a) For overtime hours worked on a regularly scheduled work day at time and one-half (1 1/2) his regular hourly salary for the first two (2) hours worked in excess of his regular daily hours and at double (2X) his regular hourly salary for hours worked in excess of two (2) hours;
  - (b) For overtime hours worked on day(s) of rest:
    - (i) at time and one-half (1 1/2) his regular hourly salary for all hours worked up to the equivalent of full normal daily hours and double (2X) time for additional hours worked thereafter, on a compressed work week day off or on his regularly scheduled first day of rest; and
    - (ii) at double (2X) his regular hourly salary for all hours worked on subsequently scheduled day(s) of rest in that rest period;
  - (c) For purposes of this subsection, authorized travel on Employer business shall be considered working hours and when authorized outside of

normal working hours, or on a regularly scheduled day of rest, the overtime rates of this subsection shall apply except that an Employee shall not be compensated for travel spent proceeding to and from usual place of work and residence.

- 14.04 Any overtime worked by the Employee may be claimed as compensatory time off with pay as per Clause 14.03 in lieu of a cash settlement. However, compensatory time off shall be scheduled before the end of the current fiscal year (June 30) to be taken at a mutually agreeable time within twelve (12) months from the date that the overtime was worked. All overtime not scheduled and approved as compensatory time off by the end of the current fiscal year shall be paid out in cash.
- 14.05 An Employee who requests for personal reasons, and who as a result of such a request, is authorized to work daily or weekly hours in excess of his normal requirement, shall be compensated for the extra hours worked at straight time rates. It is not the intent of this section to deny overtime rights to an Employee.
- 14.06 (a) An Employee who is required to attend a training course or seminar on his normal day of work shall be paid at straight time rates for the hours spent on training to a maximum of his normal daily hours of work for that period.
- (b) An Employee who is required to attend a training course or seminar on a regularly scheduled day of rest, shall be granted a day off in lieu at some other time, or if impractical to grant time off, he shall be paid at straight time rates for the hours spent on training to a maximum of his normal daily hours of work for that period.
- (c) An Employee who is required to attend a training course or seminar which necessitates travel outside of the urban area in which he is employed shall be compensated at straight time rates for the actual hours spent in travel provided such travel time is in excess of his normal daily or weekly hours of work.
- 14.07 Overtime payment or compensatory time off shall be calculated to the nearest quarter (1/4) hour and shall not be allowed twice for the same hours.
- 14.08 Overtime pay shall be calculated from the annual salary rate in effect at the time overtime is worked regardless of any subsequent retroactive changes in that rate.
- 14.09 Part-time Employees working less than the normal hours of work stated in Clauses 13.01 and 13.07 who are required to work longer than their usual daily hours shall be paid at the rate of straight time for the hours so worked until they exceed the normal weekly hours for full-time Employees, after which the overtime provisions of Clause 14.03 shall apply.
- 14.10 Where Employees are working flexible hours, or a modified work week, the conditions as provided in Article 41 - Modified or Flexible Hours of Work to this Agreement shall apply.

## ARTICLE 15

### New or Altered Classifications

15.01 The Employer may alter and/or establish classifications and set salary scales related thereto during the term of this Agreement provided, however, in such an event the Employer shall notify the Union of such alterations and/or new classifications and the proposed compensation related thereto.

When the Employer proposes to exclude a new or existing classification or position that is within the group of Employees identified in Article 5.01 from a classification within the Bargaining Unit it shall advise the Union and the Local giving the reasons, in writing for such exclusion before the exclusion is to take effect.

15.02 If the proposed compensation of an altered or established classification is in dispute and is not resolved by consultation with the Employer, the Union may, within twenty-one (21) calendar days of the date the Union received the notice referred to above, serve written notice on the Employer of the Union's intention to submit the proposed compensation to Arbitration for settlement in accordance with Sub-clause 24.03(e)(ii) of the Grievance Procedure.

Should the Union object to the exclusion of a new or existing classification identified in Article 15.01 within ten (10) work days of receipt of the proposal, the exclusion shall not take place until settlement is reached pursuant to Article 24 - Grievance Procedure, commencing at Step II.

15.03 When the Employer establishes new or altered classifications and provides written notice to the Union after notice has been given by either Party to commence Collective Bargaining pursuant to the Public Service Employee Relations Act, the provisions of Clause 15.02 shall not apply. Compensation shall be subject to Collective Bargaining under the Act.

15.04 The Employer shall provide the Union with a copy of the classification specifications in effect as of the date of ratification of this Agreement.

15.05 An Employee will be provided with an updated job description when the duties or responsibilities of the position have changed significantly.

15.06 An Employee or the Employee's supervisor who does not feel the Employee is correctly classified may apply for a classification review to Human Resources where substantive changes have been made to the position duties and/or position description. A classification decision will be given to the Employee in writing forty (40) working days from the date of receipt of the request for reclassification in Human Resources.

15.07 If it is determined that the Employee's position is to be reclassified to a higher classification, the assignment to the new classification shall be effective the date the application was submitted to Human Resources.

15.08 If the Employee is not satisfied with the classification decision rendered by Human Resources in Clause 15.06, the Employee may appeal the matter to the President, within twenty-one (21) calendar days of receipt of the decision referred to in 15.06 above.

#### Appeal Procedure

- (a) The President shall, within twenty-one (21) calendar days of receipt of the appeal, establish an Appeals Committee. This Committee will consist of the President or designate, a Senior Administrator or designate, two (2) AUPE Representatives or designates and one (1) Faculty Member agreed to by the Executive and AUPE representatives.
- (b) The Employee has the right to appear before the Committee for the purpose of presenting information and supporting argument as well as responding to questions. The Committee may request other Employees who may have knowledge of the duties and responsibilities of the position to appear before the Committee.
- (c) The Committee will review and re-evaluate the position based on the classification specifications and other position comparators. In conducting its review the Appeals Committee shall not add to, detract from or modify the existing Classification Plan.
- (d) The President shall submit the decision in writing to the Employee, the Supervisor and Human Resources within fifteen (15) days of the final meeting of the Committee.
- (e) The decision of the Appeals Committee shall be final and binding on the Employer, the Union and the Employee.

15.09 The Employee shall have the opportunity to be accompanied by a Union Steward or Union Staff member.

15.10 The Employer shall grant the Employee and his Union Steward a leave of absence without loss of regular pay for the purpose of attending the meeting.

15.11 Any procedure under this Article may be waived by written agreement between the Parties.

15.12 When the Union or the Employee fails to process the matter within the time limits specified in this Article, the matter will be deemed to have been abandoned. The time limit in this Article may be extended by mutual agreement between the Parties provided such agreement is in writing.

## ARTICLE 16

### Call-Back Pay

16.01 Subject to Clause 16.03, when an Employee is called back to work by his Supervisor for a period in excess of two (2) hours, including time spent travelling directly to and from work, he shall be compensated at the applicable overtime rate for hours worked pursuant to Article 14 - Overtime. For such call-back on a paid holiday, the rate of compensation shall be time and one-half (1 1/2) for all hours worked up to the equivalent of full normal daily hours and double (2X) time for additional hours worked thereafter.

16.02 Subject to Clause 16.03, an Employee who is called back to work one (1) or more times within a two (2) hour period and for whom the time worked and the time

spent travelling directly to and from work totals two (2) hours or less, shall be compensated at straight time for a minimum of three (3) hours.

16.03 There shall be no minimum guaranteed compensation nor compensation for time spent travelling if the call-back is contiguous with a normal working period.

16.04 For purposes of this Article, an Employee will be compensated either with pay or time off with pay in lieu.

#### ARTICLE 17

##### Reporting Pay

17.01 A Casual Employee shall be paid a minimum of three (3) hours pay at his hourly rate when an expected work period is cancelled and the Employee was not notified of such cancellation on or before the day prior to the cancelled work period.

17.02 An Employee who reports for a regularly scheduled shift and who is assigned, without prior notification, to an alternate work shift commencing at a later time, shall receive an additional three (3) hours pay at his hourly rate.

#### ARTICLE 18

##### Weekend Premium

18.01 An Employee who works Saturdays or Sundays as part of his regularly scheduled work week, shall receive a weekend premium of one dollar (\$1.00) for each hour worked from midnight Friday to midnight Sunday. The weekend premium shall not be paid to an Employee who is not regularly scheduled to work weekends and shall receive overtime compensation for working Saturday or Sunday as a day of rest.

18.02 At no time shall weekend premium be included with the Employee's regular rate of pay for purposes of computing overtime payments, or any Employee benefits.

#### ARTICLE 19

##### Workers' Compensation Supplement

19.01 In accordance with the Workers' Compensation Act, when an Employee sustains an injury in the course of his duties with the Employer, the Employee and his Supervisor shall report the injury to the Human Resources Department. If the injury causes the Employee to be absent from work, the Employee and the Employer shall complete the required forms for Workers' Compensation and if the claim is approved by the Workers' Compensation Board, the Employee shall be paid his regular full salary during the period he is required to remain off work up to eighty (80) consecutive days provided that the Employee assigns his Workers' Compensation payment to the Employer.

19.02 If the Employee has not returned to work due to injury before the eighty (80) day period has expired, he shall then be paid according to the rate prescribed by the Workers' Compensation Act.

- 19.03 The eligibility period specified in Clause 19.01 shall not apply in the event of a recurrence of a disability due to a previously claimed injury, payable under this Supplement, unless the Employee has not used the total eligibility period in which case the unexpended period of eligibility may be applied.
- 19.04 When a day designated as a paid holiday under Article 29 - Paid Holidays falls within a period of time an Employee is eligible to receive Workers' Compensation Supplement, it shall be counted as a day of Workers' Compensation Supplement, and under no circumstances shall an Employee receive any additional entitlement in respect of that day.
- 19.05 An Employee who is injured on the job during working hours and who is required to leave the job site for treatment, or is sent home as a result of such accident or injury, shall not suffer loss of pay for that day's work, regardless of the time of injury. That day shall not be deducted from the eligibility period specified in Clause 19.01.
- 19.06 The Parties agree that the Workers' Compensation Supplement is intended only for the purpose of protecting an Employee from loss of income while he is unable to work because of injury.
- 19.07 An Employee who receives Workers' Compensation benefits and who at the commencement of absence from work pursuant to Clause 19.01 is participating in the Long Term Disability and Health Insurance Plan Benefits shall continue to be covered under these Plans throughout the period the Employee is receiving Workers' Compensation Benefits. Premium contributions shall continue to be paid by the Employer and the Employee as outlined in Article 28A - Benefit Plans.

- 19.08 An Employee on Workers' Compensation leave for an indeterminate period shall notify his supervisor or his designate at his place of work of his intentions to return to work no later than five (5) full working days prior to his anticipated date of return. Medical clearance must be provided no later than the preceding work day.

#### ARTICLE 20

##### No Discrimination

- 20.01 There shall be no discrimination or coercion exercised or practiced by either Party in respect of any Employees by reason of age, race, colour, national origin, political or religious affiliation, gender, sexual orientation, marital status, nor by reason of membership or non-membership or activity in the Union nor in respect of an Employee or Employer exercising any right conferred under this Agreement or any applicable law of Alberta or Canada.

#### ARTICLE 21

##### Subsistence and Travel

- 21.01 Employees who incur travel and subsistence expenses in the performance of authorized Employer business shall be reimbursed for those expenses in accordance with the Employer's Travel Policy.
- 21.02 The Employer agrees to consult with the Union prior to the alteration of travel and subsistence rates contained in the Travel Policy.

#### ARTICLE 22

##### Probationary Employee and Period

- 22.01 The period of probation shall start on the date of employment of a Continuous Employee. The probationary period shall be six (6) months and may be extended by up to three (3) months by the Employer with written agreement of the Union.
- 22.02 An Employee who has previously been employed by the Employer in a position with similar duties, responsibilities and classification shall have such previous employment considered as part of the probationary period.
- 22.03 On commencement of employment, a new Employee shall be provided with a copy of his job description or list of duties.
- 22.04 If a Casual or Temporary Employee is the successful candidate on a job opportunity for continuous employment, his preceding employment shall be considered part of the probationary period, provided there is no break in service and his previous duties remain substantially unchanged.
- 22.05 A review of a Probationary Employee's progress shall be conducted at a minimum within six (6) weeks prior to the conclusion of the probationary period and the Employee shall be advised of the results of the review.

#### ARTICLE 23

### Disciplinary Action

- 23.01 When an Employee has been given a written reprimand, suspension, disciplinary demotion or is dismissed from employment, the Employee shall be informed in writing as to the reason(s) for such action. The Employee will be provided with a copy of all correspondence or written notices pertaining to his conduct or performance which are placed on his personal file.
- 23.02 An Employee who is to be interviewed with respect to disciplinary action as referred to in Clause 23.01 shall be notified of the time and place of the interview and if desired by the Employee he may arrange to be accompanied by a Union Representative or Union Steward. When a Union Steward requires time off from work to accompany an Employee to an interview pursuant to this Clause, the Union Steward must obtain prior approval from his non-bargaining unit Supervisor to be absent from work, and, if approval is granted, leave without loss of regular pay will be allowed.
- 23.03 An Employee who has been subjected to disciplinary action may, after twenty-four (24) months of continuous service from the date the disciplinary action was invoked, request that his personal file be purged of any record of the disciplinary action. Such request will be granted providing:
- (a) the Employee's file does not contain any further record of disciplinary action during that twenty-four (24) month period; and
  - (b) the disciplinary action is not the subject of an unresolved grievance.
- 23.04 The Employer will make reasonable arrangements to have an Employee's personal file made available at an administrative office that is in reasonable proximity to where the Employee works or at a place agreed by the Employee and his department and at a reasonable time for the Employee to examine his file, upon a request for the same being made by the Employee. The Employee may request a representative of the Union to be present at the time of the examination. A management representative shall be present during the examination of the personal file.
- 23.05 The personal file referred to in this Article is the personal file of an Employee maintained by the Employer. Except as provided hereinafter this file shall contain copies of all documentation pertaining to the Employee. The Parties mutually agree that no information pertaining to interview records, reference checks, or confidential information related to a diagnosis or prognosis concerning either Employee eligibility for Long Term Disability Insurance or a psychological assessment of an Employee shall be contained in this file.
- 23.06 When an Employee has grieved a disciplinary action and a Designated Officer has either allowed the grievance or reduced the penalty levied against the grievor, the personal file of the Employee shall be amended to reflect this action, provided that this action results in the abandonment of the grievance. Where the grievor appeals the disciplinary action to arbitration, the personal file of the Employee shall be amended to reflect the award of the Arbitrator or Arbitration Board.
- 23.07 Subject to Article 24, an Employee may be dismissed, suspended, demoted or given a written reprimand for just cause.

23.08 In the case of a disciplinary demotion, an Employee's normal salary rate shall remain unchanged for a period of two (2) years from the date of the demotion, at which time the Employee's salary rate shall be adjusted to the appropriate step in the salary range of the new classification.

## ARTICLE 24

### Grievance Procedure

#### 24.01 Definitions and Scope

- (a) A grievance is a difference arising out of the interpretation, application, operation or any contravention or alleged contravention of this Agreement or as to whether any such difference can be the subject of Arbitration.
- (b) Notwithstanding Sub-Clause 24.01(a), any complaint pertaining to a classification or the classification process shall not be considered a grievance for the purposes of this Article and shall not be subject to the grievance process.
- (c) A complaint alleging sexual harassment, unjust treatment, discrimination, or alleging unfair working conditions, may be presented as a grievance directly to Level 2. A decision given at Level 2 shall be final and binding on the Parties and all interested persons.
- (d) A grievance concerning the dismissal or termination of employment of a Probationary Employee, or a grievance concerning a written reprimand, may be subject to the Grievance Procedure except that it shall not be a subject of Arbitration at Level 3.
- (e) A grievance concerning the disciplinary dismissal of a Casual or a Temporary Employee may be submitted at Level 2 but not at any other Levels of the Grievance Procedure. Such a grievance shall be submitted in writing and the decision given by the Designated Officer at Level 2 shall be final and binding on the Parties and all interested persons.
- (f) "Days" means calendar days.
- (g) "Demotion" means a transfer to a position with a lower maximum salary.
- (h) A Policy Grievance is a difference which seeks to enforce an obligation of the Employer to the Union or the Union or its Members to the Employer. A Policy Grievance shall not be an obligation that may or could have been the subject of a grievance by an Employee.

#### 24.02 Meetings During Grievance Procedure

- (a) A Union Steward shall not discuss a grievance, or leave his place of work to investigate a grievance, during working hours without first obtaining permission from his Supervisor to do so. Such time off shall be at a normal rate of pay.

- (b) The Designated Officer or the aggrieved may request that a written grievance be discussed at Level 2 of the Grievance Procedure. A Union Staff Member or Union Steward shall be allowed to be present at these discussions, if desired by the grievor. The grievor's request for a discussion shall not be unreasonably denied. This discussion shall be recognized as the grievor's opportunity to clarify the circumstances surrounding his grievance. When a request for discussion has been approved, leave with pay shall be allowed. However, the grievor and any accompanying Union Steward shall inform their respective Supervisors before leaving and upon returning to their respective work places. Expenses incurred in attending the meeting may be claimed in accordance with the Travel Policy.

24.03

Grievance Process

(a) Level 1

- (i) An Employee wishing to pursue a grievance, shall within fourteen (14) days of the date upon which the subject of the grievance occurred or the time the Employee should have first become aware of the subject of the grievance, meet and discuss the matter with the Employee's Supervisor who is not within the scope of this Collective Agreement with a view to resolving it.
- (ii) If desired, the Employee may request to have a Union Steward present at the meeting. If no Union Steward is available at that time, the meeting will be postponed to accommodate the Employee; however, the Employee shall schedule the subsequent meeting within the time specified in 24.03(a)(i) above.
- (iii) The Employee's Supervisor who is not within the scope of the Collective Agreement shall respond verbally to the grievor within fourteen (14) days of the date of the meeting.

(b) Level 2

With the approval of the Union in writing, an Employee not satisfied with the reply at Level 1 shall, within fourteen (14) days of receipt of that decision submit his grievance in writing to the Designated Officer with a copy to the Human Resources Director. The Designated Officer shall reply in writing to the Employee within fourteen (14) days of receipt of the grievance at Level 2 and shall submit a copy of his reply to the Union. The Designated Officer at Level 2 shall be the Vice President responsible for the area in which the grievance arises, or the Vice President's designee authorized to deal with the grievances at this level.

(c) Variance from Grievance Procedure

- (i) The level of commencement of a grievance may be varied up to and including Level 2 by written agreement between the Employer and the Union.
- (ii) Grievances involving dismissal, suspension without pay and demotion shall be commenced at Level 2 unless otherwise agreed between the Parties pursuant to Sub-Clause 24.03(c)(i) above.

(d) Policy Grievance

A Policy Grievance shall be submitted to the other Party within fourteen (14) days of the date upon which the alleged violation of the Collective Agreement has occurred, or within fourteen (14) days from the date upon which the aggrieved Party first became aware of the subject of the grievance.

Within a reasonable time of filing a Policy Grievance, the Parties shall meet in an attempt to resolve the difference. Failure to resolve the Policy Grievance within fourteen (14) days of filing shall entitle the aggrieved Party to advance the Policy Grievance to Level 3 within an additional fourteen (14) days.

(e) Level 3, Arbitration

- (i) Within fourteen (14) days of receipt of the response at Level 2, the Parties may agree to apply for grievance mediation. If no settlement is reached at mediation, the grievance may proceed to Arbitration as per 24.03(e)(ii).

- (ii) If a settlement is not reached through the above proceedings, an Employee with the approval of the Union (in the case of an Employee grievance), the Union (in the case of a Union grievance) and the Employer (in the case of an Employer grievance) may refer the grievance to Arbitration by notice in writing that must be given within twenty-one (21) days of receipt of the reply at the previous stage or level to which the grievance was advanced, or the final day of Mediation. Notice to the Employer shall be given to the Human Resources Director with a copy to the President.
- (iii) The submission of a grievance to Arbitration shall be to an Arbitration Board of three (3) members, one (1) to be appointed by the Union, one (1) to be appointed by the Employer and a third person, who shall act as Chair, to be mutually agreed upon by the other two (2), or to a Single Arbitrator.
- (iv) The notice referred to in Sub-Clause 24.03(e)(ii) above shall indicate which system of Arbitration the Party wishes to follow, and state the name of its appointee to an Arbitration Board and a list of names of a Chair for an Arbitration Board or suggest one or more names of persons it is willing to accept as a Single Arbitrator.
- (v) Upon receipt of the notice referred to in Sub-Clause 24.03(e)(ii) above, the other Party shall respond within seven (7) days, indicating which system of Arbitration it finds acceptable in respect to the grievance. If the other Party does not respond within the said seven (7) days, the grievance will be dealt with by an Arbitration Board. If it is not agreed that a Single Arbitrator shall be used, the other Party shall state the name of its appointee and a list of names of a Chair for an Arbitration Board. The Party initiating the submission of the grievance to Arbitration under 24.03(e)(iv) above shall then, within seven (7) days, state the name of its appointee and a list of names of a Chair for an Arbitration Board. If the other Party fails to appoint its nominee to an Arbitration Board within fourteen (14) days, its nominee will be appointed by Mediation Services of the Alberta Labour Relations Board. If the Parties fail to agree upon the Chair for an Arbitration Board within seven (7) days, the Chair will be appointed by Mediation Services of the Alberta Labour Relations Board. If the other Party agrees to a Single Arbitrator, it shall suggest one or more names of persons it is willing to accept as Arbitrator.

- (vi) A Single Arbitrator shall have all of the same powers as an Arbitration Board. In such cases, the Party referring the grievance to Arbitration, shall, instead of submitting the names of its nominee, submit the name of the Arbitrator it wishes to suggest to the other Party. If agreement cannot be reached on the appointment of a Single Arbitrator within seven (7) days, an Arbitration Board will be appointed in accordance with the provisions above.
- (vii) Each Party to this Agreement shall bear its own costs of Mediation and Arbitration, including the costs of its appointees to the Board. The Parties shall bear equally the costs of Arbitration Board Chairs and Single Arbitrators.
- (viii) The Employer shall grant an Employee leave of absence with pay for the purpose of attending the Mediation and/or Arbitration of his grievance. Except where a dismissal of the Employee is upheld by the Arbitration decision, an Employee may claim his expenses incurred in attending the arbitration of his grievance in accordance with the Travel Policy.
- (ix) The Employer shall grant leave of absence with pay to a witness appearing under notice to attend at Arbitration Proceedings.

24.04

Power of Boards of Arbitration

- (a) Arbitration Boards and Single Arbitrators are empowered to decide grievances between the Parties or persons bound by the Collective Agreement.
- (b) Arbitration Boards and Single Arbitrators shall not add to, alter, modify or amend any part of the terms of the Collective Agreement by their decision, nor make any decision inconsistent with it nor to deal with any other matter that is not a proper matter for grievance under the Collective Agreement.
- (c) Arbitration Boards and Single Arbitrators shall confine their decisions solely to the precise issue submitted to them and shall have no authority to make a decision on any other issue not so submitted.
- (d) When disciplinary action against an Employee is involved, the Arbitration Board or Single Arbitrator may vary the penalty as is considered just and reasonable under the circumstances.
- (e) Where a grievance is heard by a three (3) member Board, the decision of a majority of the members is the decision of the Board, but if there is no majority, a decision of the Chair governs and his decision is the decision of the Arbitration Board.

24.05

Arbitration Decisions

Arbitration decisions shall be final and binding on the Parties and all other interested persons.

Procedures and Time Limits

- (a) Time limits and procedures contained in this grievance procedure are mandatory. Failure to pursue a grievance within the prescribed time limits and in accordance with the prescribed procedures shall result in abandonment of the grievance. Failure to reply to a grievance in a timely fashion shall advance the grievance to the next Level. Grievances so advanced shall be subject to time limits as if a reply had been made on the last allowable day of the preceding level in the procedure.
- (b) Time limits in this Article may be extended by written agreement between the Employer and the Union.
- (c) Service of Documents

If anything is required or permitted to be served under this Agreement, it shall be deemed to be properly served if it is served:

- (I) In the case of an individual
  - (i) personally or by leaving it for him at his last or most usual place of abode with some person who is apparently at least eighteen (18) years old; or
  - (ii) by mailing it to him by registered or certified mail at his last known post office address; or
  - (iii) personally by a receipted courier service.
- (II) In the case of the Employer
  - (i) personally on the appropriate officer; or
  - (ii) by leaving it at or by sending it by registered or certified mail to the Human Resources Department; or
  - (iii) personally on the appropriate officer by a receipted courier service; or
  - (iv) by a confidential facsimile with a follow-up call to confirm receipt.

- (III) In the case of the Union
- (i) personally on the President, Secretary or an Officer of the Union or by leaving it at an office occupied by the Union; or
  - (ii) by sending it by registered or certified mail to the address of the President, Secretary or an Officer of the Union; or
  - (iii) personally on the President, Secretary or an Officer of the Union by a receipted courier service; or
  - (iv) by a confidential facsimile with a follow-up call to confirm receipt.
- (IV) The date of delivery establishes the date of receipt for documents that are served personally.
- (V) Documents that are mailed by registered or certified mail shall be deemed to have been received on the date they are registered or certified with Canada Post.
- (d) Procedures as stipulated in this Article may be varied by written agreement of the Parties.

#### ARTICLE 25

##### Casual Illness

- 25.01 “Casual Illness” means an illness which causes an Employee to be absent from duty for a period of three (3) consecutive work days or less.
- 25.02 If an Employee is ill at work or requires time off for the purposes of attending a dental, physiotherapy, optical, medical or such other appointment, provided he has been given prior authorization by the Employer and he works one (1) hour in a half (1/2) day that he is absent for those purposes, such absence shall neither be charged against his casual illness entitlement, nor shall a deduction in pay be made for the time lost in the half (1/2) day in which he became ill or attended the appointment. The half day is defined by the period before and after the normal scheduled meal break.
- 25.03 If employment commences after January 15th in the first year of employment, the Employee’s entitlement shall be .83 days per month for the first calendar year. An Employee in each subsequent calendar year of employment shall be eligible for a maximum of ten (10) work days of casual illness leave with pay in a calendar year. Each day or portion of a day, of casual illness used, within a calendar year, shall be deducted from the remaining casual leave entitlement for that year.
- 25.04 This Article is subject to Article 27 - Proof of Illness.

ARTICLE 26

General Illness

26.01 "General Illness" means an illness which causes an Employee to be absent from duty for a period of more than three (3) consecutive work days but shall not exceed:

- (a) eighty (80) consecutive work days; or
- (b) where the Employer approves part-time absences and part-time use of General Illness Leave, the eighty (80) days of leave will be converted to the equivalent number of hours and administered accordingly.

General Illness Leave shall be in addition to any Casual Illness Leave entitlements specified in Article 25 - Casual Illness.

26.02 Provided the Employee is not then absent from work due to illness, pursuant to Clause 26.01, the Employee shall be entitled to General Illness Leave at the specified rates of pay in accordance with the following sub-clauses based on the calendar year, and the application of such General Illness Leave shall be as set out in accordance with Clause 26.03:

- (a) Illness commencing in the first month within the first calendar year of employment; no salary for each of the first ten (10) work days of illness and thereafter seventy percent (70%) of normal salary for seventy (70) work days of illness.
- (b) Illness commencing in the first calendar year of employment, but following the first month of employment; one hundred (100%) of normal salary for each of the first ten (10) work days of illness and seventy percent (70%) of normal salary for each of the next seventy (70) work days of illness.
- (c) Illness commencing in the second calendar year of employment; one hundred percent (100%) of normal salary for each of the first fifteen (15) work days of illness and seventy percent (70%) of normal salary for each of the next sixty-five (65) work days of illness.
- (d) Illness commencing in the third calendar year of employment; one hundred percent (100%) of normal salary for each of the first twenty-five (25) work days of illness and seventy percent (70%) of normal salary for each of the next fifty-five (55) work days of illness.
- (e) Illness commencing in the fourth calendar year of employment; one hundred percent (100%) of normal salary for each of the first thirty-five (35) work days of illness and seventy percent (70%) of normal salary for each of the next forty-five (45) work days of illness.
- (f) Illness commencing in the fifth calendar year of employment; one hundred percent (100%) of normal salary for each of the first forty-five (45) work days of illness and seventy percent (70%) of normal salary for each of the next thirty-five (35) work days of illness.

- (g) Illness commencing in the sixth or any subsequent calendar years of employment; one hundred percent (100%) of normal salary for each of the first sixty (60) work days of illness and seventy percent (70%) of normal salary for each of the next twenty (20) work days of illness.
  - (h) For purposes of Clause 26.02 "employment" includes salaried employment and also any prior casual employment provided that there is no break in service.
- 26.03 (a) Subject to Sub-Clause 26.03(b), an Employee upon return to active work after a period of general illness of less than eighty (80) consecutive work days will have:
- (i) illness leave entitlements reinstated pursuant to Clause 26.02 when the Employee returns to work in the next calendar year; or,
  - (ii) any illness leave days used for which normal salary was paid at the rate of one hundred percent (100%) or seventy percent (70%) reinstated for future use at the rate of seventy percent (70%) of normal salary, within the same calendar year.
- (b) Such reinstatement shall only occur where an Employee has not taken any general illness leave for the same or related illness during the first ten (10) consecutive work days following the date of return to active work.
- 26.04 For purposes of this Article, the maximum period of continuous absence recognized shall be eighty (80) consecutive work days. Absences due to illness or disability in excess of that period shall be subject to Article 27 - Proof of Illness.
- 26.05 An Employee on General Illness Leave is encouraged to participate in the Employer's Early Recovery Assistance Program.
- 26.06 Notwithstanding Article 25 - Casual Illness or Clause 26.02, an Employee is not eligible to receive sick leave benefits under this Article or Article 25 - Casual Illness if:
- (a) the absence is due to an injury, from employment of any other Employer, that qualifies for Workers' Compensation benefits; or,
  - (b) the absence is due to an intentional self-inflicted injury.
- 26.07 When a day designated as a Paid Holiday under Article 29 falls within a period of general illness it shall be counted as a day of general illness and under no circumstances shall an Employee receive any additional entitlement in respect of that day.
- 26.08 This Article is subject to Article 27 - Proof of Illness.
- 26.09 An Employee on Illness Leave or Long Term Disability for an indeterminate period shall notify his supervisor or his designate at his place of work of his intentions to return to work no later than five (5) full working days prior to his anticipated date of return. Medical clearance must be provided no later than the preceding work day.

## ARTICLE 27

### Proof of Illness

- 27.01 To obtain illness leave benefits as described in Article 25 - Casual Illness the Employer may require that an Employee provide a proper medical certificate or Statutory Declaration. The Employer may also require the Employee to provide satisfactory proof of attendance at a medical, dental, physiotherapy, optical, or such other appointment when time off from work is granted to attend such appointments. Where an Employee is required, pursuant to this Clause, to provide a medical certificate or proof of attendance at an appointment, he shall be advised prior to his return to work.
- 27.02 To obtain illness leave benefits as described in Article 26 - General Illness the Employee is required to provide a proper medical certificate or other satisfactory proof of illness.
- 27.03 If the documentation in prescribed form is required by the Employer for proof of illness or return to work, in addition to the medical certificate or proof of illness required in Article 27.01 and 27.02, the Employer will reimburse the Employee for the costs charged by the Physician associated with completion of the additional documentation.
- 27.04 The Parties agree that Casual and General Illness benefits as provided in Articles 25 - Casual Illness and 26 - General Illness are intended only for the purpose of protecting an Employee from loss of income when the Employee is ill.

ARTICLE 28A

Benefit Plans

- 28A.01 All continuous Employees up to the age of seventy (70) years shall be eligible to participate in the Benefit Plans. Continuous employees from the age of sixty five (65) are not eligible to participate in the College Long Term Disability Plan.
- 28A.02 All benefit plan conditions in this Article shall be in accordance with the terms and conditions contained in the policy of insurance, which the Employer is the policyholder and other conditions of the plan. The Employer shall have the right to change the insurance carriers provided comparable benefits are maintained. The terms of the policies of insurance and plan conditions shall not be considered as incorporated in this Agreement by reference or by necessary intendment. Differences respecting any matters related to the administration and application of the benefit plan therefore are not subject to grievance and arbitration provisions of this Agreement. The Union shall be provided with a copy of these conditions upon request.
- 28A.03 The benefits as referred to in the Employer's Benefit Plans shall be Alberta Health Care, Extended Health Care, Health Spending Account, Dental Benefits, Basic Life Insurance, Accidental Death and Dismemberment, and Long Term Disability.
- 28A.04 The cost sharing of the monthly premiums for benefits shall be set each benefit year to achieve an overall cost sharing of the health and insurance benefit plans at sixty-two percent (62%) Employer and thirty-eight percent (38%) Employee.
- 28A.05 The Benefit Plans will not be changed within the life of this Agreement without the approval of the Union.
- 28A.06 Health Spending Account (HSA)

Effective July 1, 2010 an annual Health Spending Account will be made available in the amount of five hundred dollars (\$500.00) per year to each Employee participating in the Extended Health and Extended Dental Plans. There will be no carry-over of this amount into subsequent years, however allowable expenses that exceed the annual allocation can be carried over and claimed against the subsequent years allocation. Any unused amounts will be pooled and used annually to reduce potential premium increases to Extended Health and Dental for the next renewal year or program enhancements for the benefit of Employees covered by this Article. The administration of the Health Spending Account will be managed by the insurance carrier who administers the College Extended Health and Extended Dental Plans.

Eligible expenses are those that qualify as a medical expense tax credit under the Income Tax Act that includes items such as prescription eyeglasses, dental expenses, medical devices and supplies, prescription drugs, and services of paramedical practitioners as per the Canada Revenue Agency. Details of HSA guidelines and eligible expenses will be available on the College website.

An Employee leaving the employment of the College during the benefit year, who has claimed more than the pro-rated entitlement, based on months worked in the benefit year will be required to re-pay the unearned amount as a deduction from the final pay. The pro-rated deduction will equal forty two dollars (\$42.00) for each remaining month of the benefit plan year. No deduction is due if the pro-rated entitlement has not been used. If an Employee has a legitimate expenditure incurred prior to the last day of employment and not yet claimed, the Employee may claim up to the amount of his earned entitlement within thirty (30) days of leaving the employment of the College.

#### ARTICLE 28B

##### Public Service Pension Plan (PSPP)

- 28B.01 The Employer shall provide participation in the Public Service Pension Plan (PSPP) in accordance with the regulations of the Plan:
- (a) for all eligible continuous Employees, the Employer and the Employee shall contribute to the Public Service Pension Plan (PSPP) for retirement benefits in accordance with the regulations of the PSPP.
  - (b) for all eligible full time temporary Employees, who are regularly scheduled to work a minimum of eighty three per cent (83%) of a full time equivalency (FTE) and the terms of employment specify that the employment is to last for a period of more than one (1) year and in accordance with the regulations of the PSPP the Employer and the Employee shall contribute to the aforementioned pension Plan (PSPP).
- 28B.02 Participation will begin immediately upon hiring and/or meeting the eligibility criteria.
- 28B.03 The Employer will make available to all eligible Employees, copies of the Public Service Pension Plan information Booklets.

#### ARTICLE 29

### Paid Holidays

- 29.01 Employees are entitled to one (1) day's paid leave for each of the following 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 (1 day) |
| Civic Holiday (1 day) |                           |
- 29.02 If a municipality does not proclaim a Civic Holiday as specified in Clause 29.01, the first Monday in August shall be observed as such holiday.
- 29.03 When a day designated as a holiday under Clause 29.01 falls during an Employee's work week and an Employee is not required to work, the Employee shall be granted holiday leave on that day.
- 29.04 When a day designated as a holiday under Clause 29.01 falls on an Employee's regularly scheduled day of rest, and the Employee is not required to work, the Employee shall be granted holiday leave on the day observed as the holiday and the day of rest shall be rescheduled.
- 29.05 When an Employee works on one (1) of the holidays listed in Clause 29.01, the Employee shall receive either:
- (a) his regular salary plus time and one-half (1 1/2) for all hours worked up to the equivalent of full normal daily hours and double (2x) time for additional hours worked thereafter; or
  - (b) in lieu of his regular salary, time and one-half (1 1/2) for all hours worked up to the equivalent of full normal daily hours and double (2x) time for additional hours worked thereafter, plus a day off in lieu with pay.
- 29.06 When a day off in lieu is granted under Sub-Clause 29.05(b) Employees shall have the day off scheduled at a time mutually agreeable to the Employee and Employer within the next three (3) months or paid out in cash at the expiration of the three (3) months.
- 29.07 Authorized travel on Employer business on a paid holiday shall be compensated at straight time pay or equivalent time off.
- 29.08 The Parties agree that Continuous and Temporary Employees are entitled to three (3) paid days off per year at a time to be determined by the Employer.
- (a) All Continuous and Temporary Employees are entitled to take three (3) paid days off per year. These three (3) paid days off are to be taken between Christmas and New Year's except where operational requirements do not permit. Days off shall be designated by the Employer.

- (b) When a Continuous or Temporary Employee is required by the Employer to work on one (1) of the paid days off specified in Sub-section (a) above, the Employee shall receive compensation at his regular salary for all hours worked up to the equivalent of full normal daily hours, plus a day off with pay.

ARTICLE 30

Annual Vacation Leave

- 30.01 An Employee shall not take vacation leave without prior authorization from the Employer.
- 30.02 Vacation entitlements with pay, shall be as follows:
  - (a) An Employee who has completed less than twelve (12) full months' service as of December 31st, shall receive one and one-quarter (1 1/4) work days' vacation for each calendar month worked from the commencement of his service, provided that when employment has commenced on or before the fifteenth (15th) day of any month, he shall earn vacation entitlements from the first day of that month and when employment has commenced on or after the sixteenth (16th) day of any month, he shall earn vacation entitlements from the first day of the following month.
  - (b) An Employee who has completed twelve (12) full calendar months' service as of December 31st, shall receive fifteen (15) work days' vacation.
  - (c) An Employee who has completed five (5) years' service as of December 31st, shall in the subsequent year(s) receive twenty (20) work days' vacation.
  - (d) An Employee who has completed ten (10) years' service as of December 31st, shall in the subsequent year(s) receive one (1) additional day of vacation for each additional year of service to a maximum of twenty-five (25) work days' vacation.
  - (e) An Employee who has completed twenty (20) years' service as of December 31st, shall in the subsequent year(s) receive twenty five (25) work days' vacation plus one (1) additional day of vacation for each additional year of service to a maximum of thirty (30) work days' vacation. An Employee who has completed twenty-four (24) years' service as of December 31st, shall in the subsequent year(s) receive thirty (30) work days' vacation.
- 30.03 All calculations which result in one-quarter (1/4) or three-quarters (3/4) work day fractions shall be rounded out to the next half (1/2) or full (1) day, whichever applies, except when vacation pay is paid out upon termination pursuant to Clause 30.11.
- 30.04 If one or more paid holidays falls during an Employee's annual vacation period, another day or days may be added at the end of the vacation period or at a time authorized by the Employer.
- 30.05 An Employee shall earn vacation leave pursuant to Clause 30.02 when authorized, during the following absences:

- (a) financially assisted Education Leave;
- (b) the first forty-four (44) consecutive work days of sick leave or absence during Workers' Compensation Supplement; and
- (c) any other leave of absence with or without pay for the first twenty-two (22) work days.

30.06 Vacation leave may be taken in one continuous period or in separate periods.

- 30.07
- (a) Except as is otherwise provided herein vacation leave in respect of each year of service shall be taken:
    - (i) within sixteen (16) months after the end of that year, and
    - (ii) at such time or times as may be approved by the Employer.

- (b) If the exigencies of his duties prevent an Employee from taking his vacation leave or part thereof within the sixteen (16) month period specified by Sub-Clause (a) of this Clause, he shall take that leave within the six (6) months following that period.
- (c) If an Employee, for sufficiently valid personal reasons, wishes to take his vacation leave or part thereof within six (6) months after the end of the sixteen (16) month period specified in Sub-Clause (a) of this Clause, he shall be permitted to do so at such time or times as the Employer may approve.
- (d) Vacation leave shall normally not be postponed as provided by (b) and (c) of this Clause in two (2) successive years.
- (e) When vacation leave is taken within the last four (4) months of the sixteen (16) month period specified in Sub-Clause (a) or is postponed as provided by Sub-Clause (b) or (c), it may be taken immediately before the next period of vacation leave to which the Employee is entitled.
- (f) Notwithstanding the other provisions of this Article, and subject to operational requirements, an Employee who so requests may be authorized to take vacation leave which has been earned at a specified time within the year in which it was earned, and the vacation leave to be taken by him in the following year shall be correspondingly reduced.

- 30.08 Where an Employee is allowed to take any leave of absence, other than sick leave in conjunction with a period of vacation leave, the vacation leave shall be deemed to precede the additional leave of absence, except in the case of maternity leave which may be authorized before or after vacation leave.
- 30.09 Once vacations are authorized they shall not be changed, other than in cases of emergency, except by mutual agreement.
- 30.10 An Employee who fails to return to work following the last day of authorized vacation leave shall be considered to have absented himself from employment and the provisions of Clause 11.03 shall apply.
- 30.11 An Employee shall not be paid cash in lieu of vacation earned, except upon termination in which case he shall receive vacation pay for such vacation earned but not taken.
- 30.12 The Employer shall, subject to the operational requirements of the department, make every reasonable effort to grant an Employee, upon request, at least two (2) weeks of his annual vacation entitlement during the summer months.
- 30.13 When uncontrollable personal circumstances occur that are not otherwise covered in this Collective Agreement, and the Employee is prevented from reporting to work, the Employee may use not more than two (2) days of earned vacation entitlement to cover the absence.

ARTICLE 31

Compassionate and Special Leave

31.01 An Employee who requires time off from work may be granted compassionate or special leave without loss of pay upon approval by a Senior Official at his work place.

31.02 The maximum annual leave specified for each circumstance requiring use of compassionate or special leave shall not normally be exceeded. However, those leaves identified as compassionate leave may be granted more than once within a calendar year, provided the total compassionate and special leave granted does not exceed eleven (11) working days per calendar year. Under special circumstances additional compassionate or illness leave may be approved by the President or designate for when eleven (11) days compassionate or special leave have already been utilized within a calendar year.

31.03 The Employer may require that an Employee provide proof of attendance appropriate to the type of leave requested. Where an Employee is required, pursuant to this Clause, to provide proof of attendance, he shall be advised prior to his return to work.

31.04 Compassionate Leave:

Compassionate leave may be approved without loss of pay for an Employee who requires time off work for the following maximum number of work days—and under the following circumstances:

- (a) bereavement in the event of the death of immediate family members – up to four (4) days around the date of the funeral; this time shall include the time required to make all necessary arrangements relating to the funeral
- (b) travel time for bereavement – up to three (3) days for travel where the time required for travel is appropriate to the destination and distance traveled
- (c) time off as required to attend funerals as pall-bearer or mourner, for persons not listed as immediate family not to exceed one (1) day where operational requirements permit;

For purposes of determining eligibility for Compassionate Leave Immediate family means the Employee's spouse (including common-law spouse), or any of the following relations of an Employee or spouse (including common-law spouse): parents, guardian, parent-in-law, grandparent, grandchild, son, daughter, brother, sister, or the spouse of any of them (including step-relations)

31.05

### Special Leave

Subject to Clause 31.06 Special Leave may be approved without loss of pay for an Employee who requires time off work for the following yearly maximum number of work days and under the following circumstances:

- (a) taking a person identified as immediate family to a medical, dental, optical, or other such appointment, provided that there is no other family member available to take the person to an appointment in which case the special leave taken for this purpose shall not exceed one half (1/2) day for each appointment;
- (b) illness within the immediate family – up to four (4) days;
- (c) travel time for illness within the immediate family – up to three (3) days for travel where the time required for travel is appropriate to the destination and distance traveled;
- (d) administration of estate as executor or administrator when an Employee has been designated as an executor or administrator of the estate - two (2) days;
- (e) moving household effects during normal working hours - one (1) day;
- (f) disaster conditions - two (2) days;
- (g) write examination(s) for course(s) or to attend the employee's graduation from programs approved by the Employer - as required;
- (h) be present at birth or adoption proceedings of an Employee's child (or grandchild) - one (1) day;
- (i) attend formal hearing to become Canadian Citizen - one (1) day.

31.06

For purposes of determining eligibility for special leave under Clause 31.05, the following provisions shall apply:

- (a) For the purposes of Special Leave related to family illness or medical appointments immediate family means spouse (including common-law spouse), son, daughter, mother or father (including step-relations), grandparent and grandchild. Immediate family shall be deemed to also include individuals for whom the Employee has legal guardianship responsibilities.

- (b) Moving of household furniture and effects shall apply to an Employee who maintains a self-contained household and who changes his place of residence which necessitates the moving of his household furniture and effects during his normal working hours and if he has not already qualified for such special leave within the preceding twelve (12) months. If the moving of household effects takes place outside of the Employees' normal working hours Article 31 shall not apply. In the event an Employee's normal place of employment is moved outside the municipal area, the normal moving allowance shall apply;
- (c) Disaster conditions shall apply for natural disasters such as flood, fire, tornado or residential emergencies which create a critical condition and require an Employee's personal attention and which cannot be served by others or attended to by the Employee at a time when he is normally off duty;
- (d) Two (2) weeks notice may be required for leave requested under Special Leave Clause 31.05 Sub-Clause (d), (e), (g), and (i).

## ARTICLE 32

### Maternity and Parental Leave

32.01

#### Maternity Leave

- (a) Entitlement and Minimum Leave Requirement

A Continuous Employee who has completed fifty two (52) weeks of continuous employment before commencing leave shall be granted maternity leave without pay, for a period not exceeding fifteen (15) consecutive weeks. An Employee must take at least six (6) weeks of maternity leave after the birth of her child unless the Employer agrees to early resumption of employment and the Employee provides a medical certificate indicating that resumption of work will not endanger her health.

- (b) Commencement of Maternity Leave

Maternity Leave can begin at any time within twelve (12) weeks of the estimated date of delivery.

- (c) Medical Evidence and Job Performance

If the pregnancy interferes with the Employee's job performance during the twelve (12) weeks before the estimated date of delivery, the Employer may require the Employee to start maternity leave.

- (d) Notice to Start Maternity Leave
  - (i) A pregnant Continuous Employee shall apply for maternity leave within three (3) months of the anticipated date of delivery and shall give the Employer at least six (6) weeks notice in writing of the date on which she intends to commence maternity leave and the length of the maternity leave.
  - (ii) Prior to the commencement of maternity leave and if the Employee also intends to take parental leave she shall include the period of parental leave in the notice.
- (e) A pregnant Employee who presents medical evidence from her physician that satisfies the Employer continued employment in her present position may be hazardous to herself or to her unborn child, may request a transfer to a more suitable position if one is available.
- (f) Eligibility for S.U.B. Plan
  - (i) A Continuous Employee may, on application, qualify for the Employer's Supplemental Unemployment Insurance Benefit (S.U.B.) which supplements Employment Insurance (EI) benefits for the valid, medical recovery period of the maternity leave. S.U.B. payments are payable:
  - (ii) After the date of delivery, if the Employee qualifies for Employment Insurance payments.
  - (iii) Only during the medical recovery period of the maternity leave.
  - (iv) The S.U.B. Plan benefit will be paid for a maximum of sixteen (16) weeks, including the two (2) week Employment Insurance waiting period.
  - (v) Leave taken under this Supplemental Plan shall be considered to form part of the maternity leave without pay. A Continuous Employee who is eligible for S.U.B. plan shall not be eligible for illness leave benefits.

32.02

Parental/Adoption Leaves

- (a) Entitlement

A Continuous Employee is entitled to parental leave as follows:

- (i) in the case of an Employee entitled to maternity leave, a period of not more than thirty-seven (37) consecutive weeks immediately following the last day of maternity leave. An Employee who takes both maternity and parental leave must take the leaves consecutively.
- (ii) in the case of a parent who has been employed by the Employer for at least fifty-two (52) consecutive weeks, a period of not more than thirty-seven (37) consecutive weeks within fifty-two (52) weeks after the child's birth.

- (iii) in the case of an adoptive parent who has been employed by the Employer for at least fifty-two (52) consecutive weeks, a period of not more than thirty-seven (37) consecutive weeks within fifty-two (52) weeks after the child is placed with the adoptive parent for the purpose of adoption.
- (b) Sharing of Entitlement
- (i) If Employees described under this clause are parents of the same child, the parental leave may be taken wholly by one (1) of the Employees, or be shared by the Employees.
  - (ii) Employees who intend to share parental leave must advise the Employer of their intention to share parental leave. Parental leave shared between two (2) parents shall not exceed a combined total of thirty seven (37) weeks.
  - (iii) The Employer is not required to grant parental leave to two (2) Employees at a time, if the two (2) Employees are parents of the same child.
- (c) Notice of Commencement of Parental/ Adoption Leave
- (i) A Continuous Employee who takes maternity leave is not required to give her Employer additional notice before going on parental leave unless she originally agreed only to take fifteen (15) weeks of maternity leave.
  - (ii) A Continuous Employee must give the Employer at least six (6) weeks written notice of the date the Employee will start parental leave unless:
    1. the medical condition of the birth mother or child makes it impossible to comply with this requirement;
    2. the date of the child's placement with the adoptive parent was not foreseeable.
  - (iii) If the Employee cannot comply with the written notice requirement for any of the reasons stated under (i) or (ii) above, the Employee must give the Employer written notice at the earliest possible time of the date the Employee will start or has started parental leave.

32.03

Notice to End Maternity and Parental Leaves

- (a) The Continuous Employee shall give the Employer at least two (2) weeks written notice prior to the end of the maternity or parental leave that the Employee intends to return to work. If the return to work is not consistent with the original length of leave requested, four (4) weeks notice of intent to return to work is required. The Employer would appreciate if the return date could coincide with the beginning of an operational cycle such as the beginning of a trimester.

- (b) At the conclusion of a parental leave, the Continuous Employee shall return to a comparable work assignment within the same classification and with the same employment status.
- (c) Where an Employee fails to provide at least two (2) weeks notice or fails to report to work the day after the leave ends, the Employer is under no obligation to reinstate the Employee unless the failure is the result of unforeseen or unpreventable circumstances.
- (d) An Employee who does not intend to return to work after the maternity/ parental leave ends is required to provide four (4) weeks written notice.

### ARTICLE 33

#### Court Leave

- 33.01 When an Employee is summoned or subpoenaed as a witness or a defendant to appear in court in his official capacity to give evidence or to produce Employer records, or is required to serve as a juror under the Jury Act, he shall be allowed leave with pay, but any monies receivable by him shall be paid to the Employer.
- 33.02 When an Employee is subpoenaed as a witness in his private capacity:
- (a) at a location within the Province of Alberta, he shall be allowed leave with pay, but any monies receivable by him shall be paid to the Employer;
  - (b) at a location outside the Province of Alberta, he may be allowed leave with pay if authorized by the Employer, but any monies receivable by him shall be paid to the Employer.
- 33.03 Where the Employee is required to attend court as a plaintiff or defendant, leave without pay shall be granted.

## ARTICLE 34

### Employment Insurance Premium Reduction

- 34.01 The Employer shall retain the full amount of any premium reduction allowable on employment insurance by the Employment Insurance Commission which is granted as a result of the benefits covering Employees to which this Collective Agreement applies.
- 34.02 The premium reduction referred to in Clause 34.01 shall be recognized as the Employee's contribution towards the benefits provided.

## ARTICLE 35

### Health and Safety

- 35.01 The College and its Employees recognize and acknowledge a joint responsibility in maintaining a safe and secure working environment for all members of the College community.

- 35.02 The College, as the Employer:

- Agrees to provide a facility where Employees can safely perform their assigned duties;
- Will ensure that critical workplace documents (identified under the Occupational Health and Safety Code) are available; and,
- Will ensure that Employees, carry out safety related duties as assigned.

As required of all workers under the Occupational Health and Safety Code, all Employees of the College are responsible to ensure that they, students and other Employees under their supervision:

- Receive appropriate training and supervision in safe work practices and the safe operation of equipment;
- Engage in the safe storage and handling of materials and substances; and,
- Identify and report unsafe equipment and work practices to the designated Employee of the College.

- 35.03 The Employer will maintain a Joint Health and Safety Committee made up of representatives of the Employer and other groups within the College.

The Committee shall be composed of at least two (2) representatives from the Local, with additional representatives from the Faculty Association and from Management. Meetings shall be held as frequently as bi-monthly if requested by any group. The role of the Committee shall be to monitor the Health and Safety program and to make recommendations to the Employer concerning its operation.

- 35.04 If any concerns arise with respect to the Occupational Health and Safety Act or its regulations or other legislation pertaining to workplace safety they shall be referred to the Joint Health and Safety Committee for resolution and not by way of the grievance procedure.

- 35.05 An Employee shall immediately notify his Supervisor when he has an accident at a work site that results in injury or that had the potential of causing serious injury.
- 35.06 The Employer or his designate, shall notify the President of the Union or his designate immediately upon being made aware of the occurrence of a serious injury or an accident that had the potential of causing serious injury to a Bargaining Unit Employee at a work site.
- 35.07 The Employer shall provide the Union with statistical information regarding occupational injuries and illnesses sustained by Bargaining Unit Employees as reported to and accepted by the Workers' Compensation Board.
- 35.08 All Employees of the College are covered by the Workers' Compensation Act.

### ARTICLE 36

#### Rates of Pay

- 36.01 Employees shall be paid for work performed at rates of pay as specified in Schedule "B".
- 36.02 An Employee will receive one (1) increment for work satisfactorily performed upon the Employee's anniversary date. In the event that the Employer has cause to withhold an Employee's increment, the Employee must be notified in writing before the due date of the increment, otherwise the increment shall not be withheld.
- 36.03 Pay Affecting Transfers, Promotions, Reclassifications and Demotions
- (a) "Transfer" is defined as a movement of an Employee, at the direction of the Employer, from one position to another position having the same or equivalent classification. Upon a transfer, no pay rate adjustment occurs.
  - (b) "Promotion" is defined as movement of an Employee from his current job to a job in a classification with a higher salary range. Upon promotion, the Employee's salary shall be increased to the next highest salary step in the new salary range, which provides a minimum three percent (3%) increase.
  - (c) "Reclassification" is defined as the movement of a position, at the direction of the Employer from one classification to another classification under Article 15 - New or Altered Classifications. Upon reclassification to a higher classification the Employees pay rate shall be increased to the closest higher salary step in the new salary range of the higher classification.
  - (d) "Demotion" is defined as a movement of an Employee, at the direction of the Employer from one position to another position having a lower classification. Upon a demotion no pay rate adjustment occurs. The Employee's pay rate shall remain fixed until such time as the negotiated increase for the range of the new classification results in the maximum pay rate for that classification becoming higher than the Employee's current rate. At that time, the Employee's pay rate shall be increased from the fixed rate of pay to the closest higher pay rate for that position.

- (e) An Employee who has received a pay rate increase as a result of a reclassification or promotion under Article 36.03(c) or 36.03(b) shall be eligible for advancement to the next and subsequent step in the new range on the first day of the month following completion of each twelve (12) months of continuous service in the classification after the date of classification or promotion.

### ARTICLE 37

#### Leave Without Pay/Compassionate Care Leave

- 37.01 Where operational requirements permit and upon approval of the Employer, leave without pay may be granted as follows:
- (a) Requests for a Leave of Absence Without Pay for a period of one (1) week or less must normally be submitted to the Employee's Manager at least three (3) weeks in advance of the anticipated date of commencement of the leave.
  - (b) Requests for a Leave of Absence Without Pay for a period of more than one (1) week and up to sixteen (16) weeks in duration must normally be submitted to the Employee's Manager at least four (4) weeks in advance of the anticipated date of commencement of the leave.
  - (c) Requests for a Leave of Absence Without Pay in excess of sixteen (16) weeks shall be submitted to the relevant Vice President at least four (4) weeks in advance of the anticipated date of commencement of the leave.
  - (d) The Employer may approve a Leave of Absence Without Pay up to two (2) years in duration. The beginning and end of Leaves of Absence of sixteen (16) weeks or more are expected to align with operational cycles such as the beginning and end of a trimester.
  - (e) The time frames for notice above shall be waived in exceptional circumstances.
- 37.02 Requests for leave without pay on religious holidays will be considered, provided adequate notice of the request is given.
- 37.03 Continuous Full-time and Continuous Part-time Employees who receive Compassionate Care Benefits pursuant to the provisions of the Employment Insurance Compassionate Care Benefits Plan shall be entitled to leave without pay for the period during which the Employee receives such benefits.
- 37.04 An Employee who at the commencement of a leave without pay is participating in Health and Insurance Plan Benefits shall, subject to the terms and conditions in the policies of insurance and plan conditions, continue to be covered under these Plans through the period of leave. The Employer and Employee premium contributions shall remain the same for the first twelve (12) months of such leave, after which the Employee shall pay the full premium cost of the benefit coverage for the remainder of the leave.

- 37.05 A leave of absence shall be for the period and dates approved by the Employer prior to the commencement of the leave. Any subsequent change to the terms of the leave shall be made only with written approval of the Employer.
- 37.06 An Employee who is on an approved leave of absence without pay, and who wishes to return to work prior to the fixed expiration date of the leave of absence shall notify his supervisor or his designate of his request, in writing at least ten (10) full work days prior to the desired date of return.
- 37.07 Time limits, pursuant to Clause 37.06, shall be waived when it can be established that the Employee, for acceptable reasons, was unable to contact his supervisor or his designate within the time limits specified.

#### ARTICLE 38

##### Protective Clothing

- 38.01 Protective clothing and safety equipment shall be supplied by the Employer as required by the Alberta Occupational Health and Safety Act, and the Radiation Health Protection Act and any regulation or amendment thereto.
- 38.02 Where the Employer determines safety footwear is required, it shall be supplied.

#### ARTICLE 39

##### Printing of Agreements

- 39.01 The Parties agree that following ratification of the Memorandum of Agreement by both Parties, the Employer shall prepare the Collective Agreement incorporating all of the ratified changes for proofing prior to signing.
- 39.02 The signed Collective Agreement shall be printed by bargaining unit members, following consultation between the Parties.
- 39.03 Each Party agrees to pay one-half (1/2) the cost of printing sufficient copies to provide each present and new Employee with one copy of the Collective Agreement. The Parties shall agree on the quantity of Collective Agreements to be ordered in the first printing.
- 39.04 Each Party further agrees to pay the full cost of printing additional copies that they order.
- 39.05 Each Party agrees to the placement of a PDF version of the Collective Agreement on the website of Bow Valley College and AUPE, within thirty (30) days of the ratification of the Collective Agreement by both Parties.
- 39.06 Bow Valley College agrees, in its new Employee orientation documentation, to provide new Employees with the location address of the Collective Agreement.

#### ARTICLE 40

##### Term and Effective Date

- 40.01 Except where otherwise stated in the Collective Agreement, this Collective Agreement shall be effective from the beginning of the month following the date of signing of this Collective Agreement, and shall remain in effect up to and

including June 30, 2011 and from year to year thereafter until a replacement Agreement is established pursuant to the Public Service Employee Relations Act.

#### ARTICLE 41

##### Modified or Flexible Hours of Work

- 41.01 This Supplement sets forth terms and conditions of employment to be observed where the Employer utilizes any form of modified or flexible system of hours of work.
- 41.02 The Parties agree that Employees and the Employer may examine the feasibility of entering into a modified or flexible work week system. Provided that services are not adversely affected and there are no operational difficulties, the Employer may implement a flextime or modified work week system of hours of work, but participation by an Employee in such systems shall be voluntary.
- 41.03 The Employer has the sole right to determine the number of Employees who are required to be at work. However, upon entering into a flextime system, the Employees are entitled to have the first opportunity to plan their work schedule whereby they may arrange their starting times, lunch periods and finishing times on a daily basis, in keeping with the Employer's operational requirements. Employees shall have the opportunity to make up time lost during the flex period due to late arrival, subject to the approval of the Employer.
- 41.04 An Employee participating in a flextime system of hours of work will be allowed a ten (10) hour carry over, either in the way of a bank or a deficit, and regular monthly salary shall be paid provided the Employee's time is within these limits and the variance is approved by the Employer. An Employee may not accumulate a bank in excess of ten (10) hours, and if at the end of any month his deficit is more than ten (10) hours, he shall be deducted for those hours that are in excess of ten (10) hours. Hours shall not be banked unless the Employee has actually worked more than normal daily hours.
- 41.05 The banked hours may be taken, as time off with pay. Employee preference in this regard shall be honoured where possible.
- 41.06 Authorized overtime hours worked outside of flex or core times may not be used to cover off deficits pursuant to Article 41.04 above.
- 41.07 In the event the flextime or modified work week system of hours of work does not result in the provision of a satisfactory service to the public, or is deemed by the Employer to be impractical for other reasons, the Employer may require a return to regular times of work in which case Employees shall be provided advance notice of thirty (30) calendar days.
- 41.08 An Employee who is working according to a flexible or modified work system may opt for regular times of work by providing the Employer advance notice of one (1) week.
- 41.09 Employees working according to a modified work week system of hours of work will have benefits and entitlements which are expressed in terms of daily or weekly entitlements, converted to produce the equivalent hours of benefits and

entitlements as they would have had if the work week had not been modified. This will result in no loss or gain in Employee benefits and entitlements.

- 41.10 Where applicable these provisions shall have force and effect in lieu of Articles 13 - Hours or Work and 14 - Overtime of this Agreement.

## ARTICLE 42

### Job Opportunities

- 42.01 All vacancies except casual positions and all new approved positions covered by this Agreement shall be posted within 10 days of College approval. The vacancy shall be posted for a minimum of five (5) working days on the College's web site internal electronic mail and the Human Resources Department's bulletin boards. Where a competition is advertised externally, the vacancy will be posted internally at the same time.
- 42.02 In filling vacancies the Employer will select the most suitable candidate. The selection shall be based on the education, qualifications, experience, skills and abilities required for the position as well as the fit of the candidate with the work group.
- 42.03 In assessing internal candidates, performance in previous positions with the College will also be considered. Where the education, qualifications, experience, skills, abilities, previous performance and fit of the candidate with the work group are judged to be relatively equal by the Employer, the Employee with the most seniority, as defined in Article 1 - Definitions, shall be considered over less senior Employees.
- 42.04 Where circumstances requires the Employer to fill a vacancy prior to the posting of the vacancy or/and prior to the conclusion of a formal competition, the Employer may fill the position on a temporary basis, by either a Casual or Agency Employee. The College will hire employees on a casual basis over agency employees where qualified casual employees are available.
- 42.05 The Employer may use Agency Employees for a maximum of fourteen (14) weeks while the Employer evaluates the duties and required qualifications of the position, prepares a position description, determines the classification and posts and fills a vacancy.
- 42.06 If the successful candidate filling a vacancy is an internal candidate, the transferred Employee may be required to serve a trial period of three (3) months, in which to demonstrate the ability to fill the new position satisfactorily. The trial period may be extended by the number of working hours absent for any reason during the trial period. During the trial period, the Employee may either:
- (a) return to the Employee's former position, at the Employee's request; or
  - (b) be returned to the Employee's former position.

In circumstances where reinstatement is not possible, the Employer shall assign the Employee to a similar position consistent with her abilities and/or qualifications, which position may not be the specific position or in the specific

area occupied prior to the transfer. The rate of pay for such position shall be at a rate of pay equivalent to that of her former position.

IN WITNESS WHEREOF the Parties hereto have caused these presents to be executed by their duly authorized officers in that behalf this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

**BOW VALLEY COLLEGE**

\_\_\_\_\_  
Chair, Board of Governors

\_\_\_\_\_  
Witness

\_\_\_\_\_  
President and CEO

\_\_\_\_\_  
Witness

**ALBERTA UNION OF PROVINCIAL EMPLOYEES**

\_\_\_\_\_  
President

\_\_\_\_\_  
Witness

**Schedule "B"**  
**Effective July 1, 2009 to June 30, 2011**

Classification		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
AS II	Annual	33,600	34,644	35,748	36,924	38,076	39,312	40,596	42,072	
	Monthly	2,800	2,887	2,979	3,077	3,173	3,276	3,383	3,506	
	Hourly	17.76	18.31	18.89	19.52	20.12	20.78	21.46	22.24	
AS III	Annual	36,924	38,076	39,312	40,596	41,988	43,416	44,844	46,404	
	Monthly	3,077	3,173	3,276	3,383	3,499	3,618	3,737	3,867	
	Hourly	19.52	20.12	20.78	21.46	22.19	22.95	23.70	24.53	
AS IV	Annual	41,412	42,828	44,208	45,720	47,232	48,828	50,532	52,176	
	Monthly	3,451	3,569	3,684	3,810	3,936	4,069	4,211	4,348	
	Hourly	21.89	22.64	23.37	24.16	24.96	25.81	26.71	27.58	
Administrative Officer I	Annual	45,600	47,352	49,428	51,384	53,616	56,076	58,644	60,396	
	Monthly	3,800	3,946	4,119	4,282	4,468	4,673	4,887	5,033	
	Hourly	24.10	25.03	26.12	27.16	28.34	29.64	31.00	31.92	
Administrative Officer II	Annual	50,148	52,092	54,360	56,496	58,968	61,668	64,512	66,432	
	Monthly	4,179	4,341	4,530	4,708	4,914	5,139	5,376	5,536	
	Hourly	26.51	27.53	28.73	29.86	31.17	32.59	34.10	35.11	
Business Development Officer	Annual	54,864	57,336	59,964	62,748	65,604	68,592	71,724	73,656	
	Monthly	4,572	4,778	4,997	5,229	5,467	5,716	5,977	6,138	
	Hourly	29.00	30.30	31.69	33.16	34.67	36.25	37.91	38.93	

Classification		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
Library Information	Annual		51,492	53,556	55,704	57,912	60,240	62,664	65,148	66,984
Specialist	Monthly		4,291	4,463	4,642	4,826	5,020	5,222	5,429	5,582
	Hourly		27.22	28.31	29.44	30.61	31.84	33.12	34.43	35.40
Nurse I	Annual		56,568	58,404	60,420	62,676	64,740	67,260	69,936	71,856
	Monthly		4,714	4,867	5,035	5,223	5,395	5,605	5,828	5,988
	Hourly		29.90	30.87	31.93	33.13	34.22	35.55	36.96	37.98
Nurse II	Annual		59,484	61,584	63,720	65,988	68,592	71,232	74,172	76,152
	Monthly		4,957	5,132	5,310	5,499	5,716	5,936	6,181	6,346
	Hourly		31.44	32.55	33.68	34.88	36.25	37.65	39.20	40.25
Equipment Operator	Annual		36,876	37,944	39,012	40,212	41,472	42,684	44,280	45,816
	Monthly		3,073	3,162	3,251	3,351	3,456	3,557	3,690	3,818
	Hourly		19.49	20.05	20.62	21.25	21.92	22.56	23.40	24.22

\* Annual rates have been adjusted due to rounding to be divisible by 12

\*\* Hourly rates are calculated using the average number of work hours in a year (1892)

LETTER OF UNDERSTANDING

BETWEEN

BOW VALLEY COLLEGE

AND

THE ALBERTA UNION OF PROVINCIAL EMPLOYEES, LOCAL 071/011

Re: Student Employment

The Parties agree this Collective Agreement does not apply to Students who are employed in the following categories:

1. Work Experience Activities

Students performing work as part of a work experience placement which is required for program completion. Such Students would not normally work for more than one term and would not replace an Employee under this Collective Agreement.

2. Student Employment Programs

Students hired under special or cost-shared programs that have been implemented to create opportunities to gain work experience and who will not replace an Employee under this Collective Agreement.

3. Work Study

Registered Bow Valley College Students who are utilized by the College to perform non-bargaining unit work. These activities would not involve more than ten (10) hours of employment per week.

FOR BOW VALLEY COLLEGE

FOR THE ALBERTA UNION OF  
PROVINCIAL EMPLOYEES

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\_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

LETTER OF AGREEMENT

BETWEEN

BOW VALLEY COLLEGE

AND

THE ALBERTA UNION OF PROVINCIAL EMPLOYEES, LOCAL 071/011

Re: Signing Bonus

Whereas the parties are desirous of achieving a ratified collective agreement and in consideration of making all matters whole; therefore the Parties agree that the employer shall pay to each eligible Employee a one time lump sum signing bonus subject to ratification of this agreement by both parties.

Payments to eligible Employees are due and payable to Employees who remain on the Employers payroll on the date thirty (30) days after the date of ratification of this agreement by both parties.

This lump sum signing bonus will be paid on the regular pay of the employee within thirty (30) days of ratification of this agreement by both parties subject to tax calculated at specific CCRA rates calculated on lump sum payments:

- a) One thousand (\$1000.00) to each full time continuous employee who has been continuously employed from June 30, 2010 or date of hire whichever is later;
- b) One thousand (\$1000.00) pro-rated on average hours worked for the year ended June 30, 2010 to each part time continuous, project, temporary and casual employee (employed more than one year) who has been continuously employed from June 30, 2010 or date of hire whichever is later;
- c) One hundred (\$100.00) to each casual employee who has been employed for less than one year from June 30, 2009 and who has been continuously employed from June 30, 2010 or date of hire whichever is later.

FOR BOW VALLEY COLLEGE

FOR THE ALBERTA UNION OF  
PROVINCIAL EMPLOYEES

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DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

LETTER OF AGREEMENT

BETWEEN

BOW VALLEY COLLEGE

AND

THE ALBERTA UNION OF PROVINCIAL EMPLOYEES, LOCAL 071/011

Re: Loss of Employment Notification Process

The College Executive management is responsible to the Board of Governors for the operation of the College and has a responsibility to ensure that all resources are managed effectively to fulfill the College Mission and Mandate and in response to the fiscal environment.

During the term of this collective agreement ended June 30, 2011, where the College has determined that employees covered by this collective agreement will be subject to loss of employment due to position abolishment, layoff, privatization, outsourcing or subcontracting, the following steps will be taken to ensure that employees have access to all available opportunities:

1. Where it is determined that a change in operations of the College will result in the identification of a position for potential loss of employment, the Dean/Director of the department or program and the Divisional Vice President examine available options.
2. If the consideration of alternative options confirms the decision with regard to the employee's position, then other vacant positions in the department are examined to determine if there is a match of experience and qualifications between the employee and any vacant positions.
3. If there are no available positions within the direct department Human Resources examines requirements and vacancies across the other departments of the College to determine if there is a match of experience and qualifications between the employee and any vacancies.
4. The College will notify the Local/Chapter Executive Committee in a timely manner prior to the implementation of job loss Articles to individual employees.
5. The College will adhere to provisions within the Collective agreement regarding notice periods and compensation for loss of employment including the terms of Article 10.
6. The Employee will be provided access to representation of a Union Steward or Union Representative as requested by the Employee.

FOR BOW VALLEY COLLEGE

FOR THE ALBERTA UNION OF  
PROVINCIAL EMPLOYEES

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\_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

LETTER OF AGREEMENT

BETWEEN

BOW VALLEY COLLEGE

AND

THE ALBERTA UNION OF PROVINCIAL EMPLOYEES, LOCAL 071/011

Re: Temporary, Project and Casual Category Type Review

1. The parties agree that a committee shall be established within 60 days of the ratification of the agreement by both parties to review temporary, project, and casual employees as defined under Article 1.
2. The committee shall be comprised of a total of three representatives from the Union including an AUPE Union Representative and representation from Local 071 / 011 and up to three representatives named by the Employer. Each party shall appoint a co-chairperson.
3. The terms of reference for the committee will be to review the definition and placement of Employees employed by the employer as temporary, project, or casual. The objective is to review the definitions and appointment types of temporary, project, or casual employment.
4. As a result of the review further definitions and matters relating to the Letter of Understanding- Student Employment may be required.
5. Upon mutual agreement by both parties the matter of the review will be jointly referred to collective bargaining commencing in 2011.

FOR BOW VALLEY COLLEGE

FOR THE ALBERTA UNION OF  
PROVINCIAL EMPLOYEES

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DATE: \_\_\_\_\_

DATE: \_\_\_\_\_