COLLECTIVE AGREEMENT

BETWEEN

THE BOARD OF GOVERNORS OF BOW VALLEY COLLEGE

AND

THE ALBERTA UNION OF PROVINCIAL EMPLOYEES LOCAL 071/011

July 1, 2016 to June 30, 2017

NUMERICAL TABLE OF CONTENTS

No.	Article	Page
	Preamble	1
1	Definitions	2
2	Terms of Employment	5
3	Application	5
4	Management Recognition	8
5	Union Recognition	8
6	Legislation and the Collective Agreement	9
7	Union Membership and Dues Check-Off	9
8	Employer-Union Relations	10
9	Time Off for Union Business	11
10	Layoff, Recall and Termination	13
11	Attendance	16
12	Acting Incumbency	16
13	Hours of Work	17
14	Overtime	18
15	New or Altered Classifications	20
16	Call-Back Pay	23
17	Reporting Pay	23
18	Weekend Premium	24
19	Workers' Compensation Supplement	24
20	Inclusive Workplace	25
21	Subsistence and Travel	26
22	Probationary Employee and Period	26
23	Disciplinary Action	27
24	Grievance Procedure	28
25	Casual Illness	36
26	General Illness	36
27	Proof of Illness	39
28A	Benefit Plans	39
28B	Public Service Pension Plan (PSPP)	41
29	Paid Holidays	41
30	Annual Vacation Leave	43
31	Bereavement and Special Leave	45
32	Maternity and Parental Leave	48
33	Court Leave	51
34	Employment Insurance Premium Reduction	52
35	Health and Safety	52
36	Rates of Pay	54
37	Leave Without Pay/Compassionate Care Leave	55
38	Protective Clothing	57
39	Printing of Agreements	57
40	Term and Effective Date	58
41	Modified or Flexible Hours of Work	58
42	Job Opportunities	60
43	Seniority	61
44	Employee Development	61
	Salary Schedule "A" Effective July 1, 2016	64
	Letter of Agreement – Job Evaluation and Classification	66
	Schedule "C" - Position Classification, Titles and Point Range	68

Letter of Understanding RE: Student Employment 70
Letter of Agreement – Unsuccessful Posting Applicants 71

ALPHABETICAL TABLE OF CONTENTS

No.	Article	Page
12	Acting Incumbency	21
30	Annual Vacation Leave	56
3	Application	7
11	Attendance	20
28A	Benefit Plans	51
31	Bereavement and Special Leave	59
16	Call-Back Pay	29
25	Casual Illness	46
33	Court Leave	66
1	Definitions	2
23	Disciplinary Action	37
44	Employee Development	82
8	Employer-Union Relations	14
34	Employment Insurance Premium Reduction	67
26	General Illness	47
24	Grievance Procedure	39
35	Health and Safety	68
13	Hours of Work	22
20	Inclusive Workplace	34
42	Job Opportunities	79
10	Layoff, Recall and Termination	17
37	Leave Without Pay/Compassionate Care Leave	72
6	Legislation and the Collective Agreement	12
	Letter of Agreement – Job Evaluation and Classification	88
	Letter of Understanding - Student Employment	92
	Letter of Agreement – Unsuccessful Posting Applicants	93
4	Management Recognition	10
32	Maternity and Parental Leave	62
41	Modified or Flexible Hours of Work	77
15	New or Altered Classifications	26
14	Overtime	24
29	Paid Holidays	54
	Preamble	1
39	Printing of Agreements	75
22	Probationary Employee and Period	36
27	Proof of Illness	50
38	Protective Clothing	74
28B	Public Service Pension Plan (PSPP)	53
36	Rates of Pay	70
17	Reporting Pay	29
	Salary Schedule "A" Effective July 1, 2016	84
	Schedule "C" Position Classification, Titles and Point Range	90
43	Seniority	81
21	Subsistence and Travel	35
40	Term and Effective Date	76
2	Terms of Employment	6
9	Time Off for Union Business	15
7	Union Membership and Dues Check-Off	13
5	Union Recognition	11

18 Weekend Premium 31
19 Workers' Compensation Supplement 32

Preamble

This Agreement made the __st day of _____, 2016

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:

Continuous Employees

(i) "Continuous Full-time Employee" means an Employee who is hired into a continuous full time position, as established and approved by the Employer, and 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 hired into a continuous part time position, as established and approved by the Employer.

A Continuous part-time employee is either:

(a) 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; or

(b) is regularly scheduled to work a variable number of hours per week that averages not less than one-half (1/2) of the full normal hours of work per week when calculated over a one year period (normally calculated over a calendar year January 1 to December 31);

Temporary and Project Employees

(iii) "Temporary Employee" means an Employee employed to temporarily replace a Continuous Full-time or Continuous Part-time Employee on leave. The duration will be at least four (4) months and not normally exceeding twelve (12) months with the exception of coverage for maternity and long term disability leaves, which will not normally exceed eighteen (18) months. The Temporary Employment Period may be extended by written mutual agreement between the Employer and the Union.

(iv) "Project Employee" means either a Full-time or Part-time Employee employed to perform duties directly related to a defined planned program of work or a combination of defined planned programs of work for a specified period of time covering the duration of the defined project(s). The nature and duration of the project, 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 beyond the specified period in the letter of appointment may be extended by mutual agreement between the Employer and the Union Servicing Representative.

Casual Employees

(v) A Casual Employee is an employee employed to meet short term staffing needs and/or less than half time employment, and/or where the number of days, weeks or months required is irregular.

Casual Employees are those who:

(a) Work on a on call basis and do not have regularly scheduled hours; or

(b) Are regularly scheduled either full-time or part-time for a period of four (4) months or less for a specific job; or

(c) Relieve for absences due to the absence for vacation leave, sick leave, compassionate leave or leave of absence of continuous, temporary or project employees for periods of four (4) months or less

(d) Are regularly scheduled for weekly hours of work that are less than eighteen (18) hours per week or average less than eighteen (18) hours per week when calculated monthly.

Casual Employment is non-permanent employment on an hourly basis. Casual Employees have no guarantee of either continued hours or duration of employment. When a Casual Employee exceeds 1885 hours of employment, the position shall be reviewed jointly by the Employer and the Union.

(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" for all Continuous Employees shall be the date upon which the Continuous Employee commenced in the bargaining unit, including prior periods of uninterrupted service as a Continuous, Temporary or Project Employee.

(w) "Service" means the length of continuous employment 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) (i) a Continuous Full-time Employee;

(ii) a Continuous Part-time Employee; however, where applicable, it shall be applied on a pro-rata basis, except the Benefits Articles which shall be applied as follows:

(a) Article 28A - Eligibility for Extended Health, Dental and Health Spending Account coverage shall be the same as if that employee was a full-time Employee

(b) Article 28B - Public Service Pension Plan (PSPP) (in accordance with the regulations of the Plan);

(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 32	Maternity and Parental Leave, if the term of the appointment does not extend beyond the length of the proposed maternity or 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 including Long Term Disability (LTD) during the first 24 months of disability following the waiting period
Article 28A	Benefit Plans including for a project Employee who works part-time (not less than one-half (1/2) of the full normal hours of work) - eligibility for Extended Health, Dental and Health Spending Account Coverage shall be the same as if that employee was a full-time Employee

(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 32	Maternity and Parental Leave

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

Article 26	General Illness (Including Long Term Disability (LTD) during the first 24 months of disability following the waiting period), except where a Temporary Employee is regularly scheduled to work less than one half (1/2) of the full normal hours of work
Article 28A	Benefit Plans including for a Temporary Employee who works part-time (not less than one-half (1/2) of the full normal hours of work) - eligibility for Extended Health, Dental and Health Spending Account Coverage shall be the same as if that employee was a full-time Employee

(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 Care 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 except those Employees excluded by the Public Service Employee Relations Act, 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 five (5) 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 Under the terms of Clause 9.03, paid time off subject to reimbursement under Article 9.04, will be provided for the following:

(a) Members of the Local Executive, to administer the Local;

(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.

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) working days notice when requesting time off under Clause 9.02; however, consideration shall still be given in cases where the five (5) working 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 and continue to pay the Employee and invoice the Union. The Union will reimburse the Employer for the Employee's salary and applicable allowances, and reasonable administrative costs, including compensation costs of any employee hired to perform the duties of the employee on union leave, 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) "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;

10.03 In the event of lay off, the Employer will arrange a meeting with the Union, prior to any discussion with the Employee(s) to review circumstances, including:

(i) the timing and specific process to be followed;

(ii) any other matter(s) the parties deem relevant.

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 (working notice), or shall make payment in lieu of notice. The sum of the working notice period and any payment in lieu shall be equivalent to at least twenty (20) working days. Employees with ten (10) or more completed years of service shall be entitled to an additional five (5) days of working notice or payment in lieu of notice for each additional five (5) years of service over ten (10) years to a maximum of thirty (30) working days of notice or payment in lieu of notice.

The Employer will meet with the affected Employee(s) and the Union Representative to discuss available options and alternative strategies to mitigate the impact to Employee(s).

During the period of working notice, the Employer will allow the affected Employee a reasonable amount of time off, with pay, to interview with prospective employers outside of the College.

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 ten (10) 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. An Employee with fifteen (15) or more completed years of service shall be entitled to an additional four (4) weeks of severance pay. The total of notice or payment in lieu of notice under Article 10.03 and severance under Article 10.09 shall not exceed fifty (50) weeks. 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 Employee Assistance and Benefit Plans

(a) The Employer will provide, either through its own resources or through a specialized firm engaged by the Employer, career counselling and/or job search assistance to the Employee for a period of two (2) months after the layoff. The Employer and the Union shall explore the availability of other sources of assistance for retraining and job search through provincial or federal government sources.

(b) 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 28A - Benefit Plans, may continue existing coverage under these Plans on the following basis:

(i) 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.

(ii) with respect to 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) An employee shall provide written notice of not less than two (2) weeks of resignation.

(b) 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 not exceed six (6) months without mutual agreement.

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 "Flex time" 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 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.

14.08 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.

14.09 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 (20) working 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 twenty (20) working 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 A classification review request may be made to Human Resources on an annual basis subsequent to the Employees performance review including review of the employee's job duties and position description:

(a) where an Employee or the Employee's supervisor does not feel the Employee is correctly classified; or

(b) where an employee believes that the primary functions of her job class which is part of a classification listed in the Schedules are changed or are no longer an accurate reflection of the duties performed; or

(c) 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.

Any difference or dispute pertaining to a job classification as a result of the classification decision shall be subject to the Appeal Procedure in Article 15.08 and failing agreement be subject to collective bargaining.

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 or designate 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 Supervisor 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 or designate 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 time 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 two dollars ($2.00) 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 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

Inclusive Workplace

20.01 The Employer shall create an inclusive workplace that respects the dignity of every individual and a work environment free from discrimination.

20.02 The Employer recognizes that all people are equal in dignity, rights and responsibilities regardless of race, religious beliefs, colour, gender, physical disability, mental disability, age, ancestry, place of origin, marital status, source of income, family status or sexual orientation.

20.03 There shall be no discrimination, restriction or coercion exercised or practised by either party in respect of any Employee 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 Collective Agreement or any applicable law of Alberta or Canada.

20.04 The Employer jointly with employees and the Union are responsible for taking reasonable steps to accommodate employees needs based on protected grounds to the point of undue hardship. The Employer agrees to develop and maintain non-discriminatory policies and procedures, specifically relating to employee codes of conduct and the right to work in an environment free of harassment.

20.05 There shall be no limits on an Employees rights to seek redress through the Alberta Human Rights Commission after exhausting all collective agreement provisions.

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 or Project Employee.

The probationary period shall be based upon classification as follows:

Classification	Duration
ASII, ASIII, ASIV, EO	six (6) months
AOI, AOII, BDO, NI, NII, LIS, SLII, SLIII	nine (9) months

The probationary period may be extended by up to a further 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 full-time Casual, Project 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. If the successful candidate is part time the pro-rata portion of the Casual, Project or Temporary employment based on percentage of full time hours shall be credited toward the probationary period.

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 personnel 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 personnel 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 personnel 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 personnel file.

23.05 The personnel 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 personnel 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 personnel 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. Any difference or dispute pertaining to a job classification as a result of a classification decision shall be subject to the Classification Appeal Procedure and failing agreement shall be subject to collective bargaining.

(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 became 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.

24.06 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 25.01, 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 percent (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 illness 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.

26.10 Subject to 26.02, an Employee shall be granted General Illness leave for the purpose of donating bone marrow or an organ.

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 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 an Attending Physician's Statement 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 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-five percent (65%) Employer and thirty-five percent (35%) 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)

An annual Health Spending Account will be made available in the amount of six hundred twenty five dollars ($625.00) per year to each Employee participating in the Extended Health and Extended Dental Plans.

a) There will be no carry-over of this unused 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.

b) 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.

c) An Employee leaving the College can submit legitimate unclaimed expenditures incurred up to the last day of employment within thirty (30) days of leaving the employment of the College.

ARTICLE 28B
Public Service Pension Plan (PPSP)

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 and Project 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
Family Day
Good Friday
Easter Monday
Victoria Day
Canada Day
Civic Holiday (1 day)
Labour Day
Thanksgiving Day
Remembrance Day
Christmas Day
Boxing Day
Christmas Floater (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 paid 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 paid 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, Project 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, Project 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, Project 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 shall receive the pro-rated portion one and one-quarter (1 1/4) work days' vacation for each calendar month worked from the commencement of his service.

(b) An Employee who has completed twelve (12) full calendar months' service shall receive fifteen (15) work days' vacation.

(c) An Employee who has completed five (5) years' service shall in the subsequent year(s) receive twenty (20) work days' vacation.

(d) An Employee who has completed ten (10) years' service 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 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 shall in the subsequent year(s) receive thirty (30) work days' vacation.

30.03 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.

30.04 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.

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

30.06 (a) Vacation leave in respect of each year of service shall be taken:

(i) within twelve (12) months after the end of that year in which the vacation entitlement is earned, and

(ii) at such time or times as may be approved by the Employer

(b) Any unused vacation entitlement not taken within twelve (12) months after the end of that calendar year in which the vacation entitlement is earned shall be paid out within thirty (30) days of June 30th of each calendar year.

(c) If an Employee for sufficiently valid personal reasons or for unforeseen work-related reasons is prevented from taking his vacation leave and the Employee requests in writing to carry forward his vacation leave or part thereof and schedules to take that vacation leave within six months after the end of the twelve (12) month period specified in Article 30.07(a) he shall only 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 (c) of this Clause in two (2) successive years.

(e) 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 (vacation leave may be requested, scheduled and taken in the month subsequent to the month in which the vacation entitlement is earned) and the vacation leave to be taken in the following year shall be correspondingly adjusted.

30.07 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.

30.08 Once vacations are authorized they shall not be changed, other than in cases of emergency, except by mutual agreement.

30.09 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.

30.10 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.

30.11 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. (June, July and August)

30.12 When uncontrollable personal circumstances occur that are not otherwise covered in this Collective Agreement, and the Employee is prevented from reporting to work from annual vacation, the Employee may after advising the Employer of the circumstances, use not more than two (2) days of earned vacation entitlement to cover the absence.

ARTICLE 31

Bereavement and Special Leave

31.01 An Employee who requires time off from work shall be granted Bereavement leave under Article 31.04 a) and b) without loss of pay upon notification to a supervisor.

An Employee who requires time off from work may be granted Special Leave under Article 31.04 c) or Articles 31.05, 31.06 or 31.07 without loss of pay upon approval by a supervisor.

The maximum combined leave available under this article is 11 days in a calendar year.

31.02 The maximum annual leave specified for each circumstance requiring use of Bereavement or Special Leave shall not normally be exceeded. However, those leaves identified as Bereavement Leave or Special leave (Immediate Family) may be granted more than once within a calendar year. Under special circumstances additional Bereavement or Special Leave may be approved by the President or designate for when a total of eleven (11) days Bereavement 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 Bereavement Leave:

Bereavement 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

(b) travel time for bereavement in the event of the death of immediate family members – 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 Bereavement Leave in (a) or (b) above, 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 – Immediate family

Special leave may be approved without loss of pay for an Employee who requires time off work 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 travelled.

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.

31.06 Other Special Leaves with pay

An Employee, not on leave of absence without pay, may be granted other special leaves with pay, as outlined below, upon approval by a Supervisor. The circumstances under which other leaves with pay is granted and the corresponding maximum number of work days are as follows:

(a) administration of estate as executor or administrator when an Employee has been designated as an executor or administrator of the estate - two (2) days;

(b) moving household effects during normal working hours - one (l) day;

(c) disaster conditions - two (2) days;

(d) write examination(s) for course(s) or to attend the employees graduation from programs approved by the Employer - as required;

(e) be present at birth or adoption proceedings of an Employee's child (or grandchild) - one (l) day;

(f) attend formal hearing to become Canadian Citizen - one (l) day.

31.07 For purposes of determining eligibility for special leave under Clause 31.06, the following provisions shall apply:

(a) 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 31.06(b) 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;

(b) 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;

(c) Two (2) weeks notice may be required for leave requested under Special Leave Clause 31.06 Sub-Clause (a), (b), (d), and (f).

ARTICLE 32

Maternity and Parental Leave

32.01 Maternity Leave

(a) Entitlement and Minimum Leave Requirement

A Continuous or Project 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 but no later than the 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 or Project 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

A Continuous or Project 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:

(i) After the date of delivery, if the Employee qualifies for Employment Insurance payments.

(ii) Only during the medical recovery period of the maternity leave.

(iii) 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.

(iv) Leave taken under this Supplemental Plan shall be considered to form part of the maternity leave without pay. A Continuous or Project 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 or Project 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 or Project 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 or Project 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 or Project 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 or Project 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 (representing a savings in employer premiums) allowable on employment insurance premiums by Human Resources and Skills Development Canada (HRSDC) 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 is based on the terms of the College short-term disability plan covering casual and general illness and shall be recognized as the Employee's contribution towards the benefits provided within the short term disability plan.

34.03 The Employer will inform the Union annually of the reduced rate of the premium reduction approved by HRSDC.

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 "A".

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, including the secondment of a continuous employee to another department or another unit within the same department. Upon a transfer, no pay rate adjustment occurs.

(b) "Promotion" is defined as the 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) "Secondment" is defined as the movement of a Continuous Employee who has applied for a position in the same or different classification in another department or another unit within the same department for a specific term and subject to an offer and acceptance for the position.

The purpose of a secondment is to provide the Employee with an opportunity to use or acquire different, additional or higher level skills or for job growth or personal growth to enhance other employment opportunities.

Upon secondment to a position with a higher classification the Employee's salary shall be increased to the next highest salary step in the new salary range of the higher classification.

(d) "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 Employee's pay rate shall be increased to the closest higher salary step in the new salary range of the higher classification.

(e) "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 Employees 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 Employees current rate. At that time, the Employees pay rate shall be increased from the fixed rate of pay to the closest higher pay rate for that position.

(f) An Employee who has received a pay rate increase as a result of a reclassification, promotion or secondment under Article 36.03 (b), (c) or (d) 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 reclassification promotion or secondment. The anniversary date of the Employee shall be adjusted to this date for increment purposes only under Article 36.02.

ARTICLE 37

Leave Without Pay and 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 Dean/Director 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 Dean/Director 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 (a) 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.

(b) With regard to the Employees participation in the Public Service Pension Plan the Employer shall pay the Employer share of contributions for the first year of combined Leave(s) Without Pay (including maternity or parental leave). For any subsequent period of leave, the Employee is responsible for paying both the Employee and Employer contributions after the first year of leave.

(c) An Employee on approved leave without pay and on whose behalf the Employer portion of benefit plan premiums have been paid, is anticipated to return to the employment of the College after completion of the approved leave without pay. An Employee who resigns from employment at the College during the leave without pay or for up to six (6) months after the return from leave without pay will be required to repay the prorated portion of the Employers premiums paid on the Employee's behalf. (This clause does not apply to maternity or parental leave under Article 32)

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 by AUPE prior to signing.

39.02 The proofed and signed copy shall become a final searchable PDF version of the collective agreement (content, format and color). Each Party further agrees to print copies based on the PDF version and each party agrees to pay the full cost of printing copies that they order at a printing facility of their choice. The printing of the Collective Agreements for AUPE members will be processed at AUPE Headquarters.

39.03 Each Party agrees to the placement of a searchable 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.

39.04 Bow Valley College agrees, in its new Employee orientation documentation, to provide new Employees with the website address location 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 July 1, 2016 and shall remain in effect up to and including June 30, 2017 and from year to year thereafter until a replacement Agreement is established pursuant to the Public Service Employee Relations Act.

40.02 Any notice required to be given under the terms of this Agreement or the Act shall be deemed to have been sufficiently served if personally delivered or delivered by prepaid courier or mailed in a prepaid registered envelope addressed in the case of the Employer to:

The President + CEO
Bow Valley College
345 6 Avenue SE
Calgary, Alberta T2G 4V1

And in the case of the Union to:

The President
Alberta Union of Provincial Employees
10451 - 170 Street
Edmonton, Alberta, T5P 4S7

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 flex time 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 flex time 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 flex time 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 flex time 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 of 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. 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.

ARTICLE 43

Seniority

43.01 Seniority shall not apply during the probationary period however, upon completion of the probationary period, seniority shall be credited from the date established in Article 22.04.

43.02 Seniority in this collective agreement shall have application in Article 10.05 and in Article 42.03.

43.03 The Employer shall provide to the Union, the names and seniority of similar Employees involved in the application of Articles 10.05 and internal candidates involved in the application of Article 42.03.

43.04 Should a difference arise regarding an Employee's seniority, the Employer will provide the Employee with access to his Human Resources file to enable the Employee to verify the information and calculate his seniority.

43.05 The Employer maintains employee records which contain the commencement date and years of service for each employee. The Employer will provide the Union with an employee list of Continuous employees once per year within one month after the end of the Calendar year. The list shall contain the name of each Continuous Employee, their date of hire and years of service. The Union may post a copy of the list on the bulletin Board provided under Article 5.03.

ARTICLE 44

Employee Development

44.01 The Employer and AUPE recognize that the Employer and the Employee have a joint responsibility to maintain the abilities of individual Employees to perform the duties of their position.

44.02 The Employer supports the advancement of Employees knowledge and skills by joint evaluation and consideration of appropriate learning opportunities that improve, enhance or expand the employee's performance, qualifications, knowledge, skills and expertise in the current position or to develop future job related skills applicable to positions within Bow Valley College.

44.03 These learning opportunities may include access to credit or non-credit post secondary learning courses, programs, seminars, workshops and conferences that enhance employee qualifications directly related to their employment and growth, development or advancement with Bow Valley College. The Employer may provide financial assistance as appropriate, which may include time off without loss of regular earnings.

44.04 The Employee will prepare a development plan in conjunction with her supervisor, at least annually, during her performance evaluation in accordance with the guidelines and procedures outlined in the Employee Development Policy.

IN WITNESS WHEREOF the Parties hereto have caused these presents to be executed by their duly authorized officers in that behalf this 26th day of September, 2016.

BOW VALLEY COLLEGE

Chair, Board of Governors

Witness

President and CEO

Witness

ALBERTA UNION OF PROVINCIAL EMPLOYEES

President

Witness

Schedule "A"
Effective July 1, 2016 to June 30, 2017

Classification		Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10 LSI
AS II	Annual	37,584	38,760	39,996	41,292	42,600	43,956	45,396	47,040	47,988
	Monthly	3,132	3,230	3,333	3,441	3,550	3,663	3,783	3,920	3,999
	Hourly	19.86	20.49	21.14	21.82	22.52	23.23	23.99	24.86	25.36
AS III	Annual	41,292	42,600	43,956	45,396	46,956	48,552	50,148	51,900	52,932
	Monthly	3,441	3,550	3,663	3,783	3,913	4,046	4,179	4,325	4,411
	Hourly	21.82	22.52	23.23	23.99	24.82	25.66	26.51	27.43	27.98
AS IV	Annual	46,320	47,904	49,452	51,132	52,824	54,612	56,508	58,344	59,508
	Monthly	3,860	3,992	4,121	4,261	4,402	4,551	4,709	4,862	4,959
	Hourly	24.48	25.32	26.14	27.03	27.92	28.86	29.87	30.84	31.45
Administrative	Annual	50,988	52,956	55,272	57,468	59,952	62,700	65,592	67,524	68,880
Officer I	Monthly	4,249	4,413	4,606	4,789	4,996	5,225	5,466	5,627	5,740
	Hourly	26.95	27.99	29.21	30.37	31.69	33.14	34.67	35.69	36.41
Administrative	Annual	56,076	58,260	60,804	63,180	65,928	68,952	72,132	74,268	75,768
Officer II	Monthly	4,673	4,855	5,067	5,265	5,494	5,746	6,011	6,189	6,314
	Hourly	29.64	30.79	32.14	33.39	34.85	36.44	38.12	39.25	40.05
Business	Annual	61,368	64,104	67,056	70,152	73,356	76,692	80,208	82,356	84,012
Development Officer	Monthly	5,114	5,342	5,588	5,846	6,113	6,391	6,684	6,863	7,001
	Hourly	32.44	33.88	35.44	37.08	38.77	40.53	42.39	43.53	44.40

Classification		Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10 LSI
Library Information	Annual	57,588	59,880	62,280	64,752	67,356	70,068	72,852	74,892	76,392
Specialist	Monthly	4,799	4,990	5,190	5,396	5,613	5,839	6,071	6,241	6,366
	Hourly	30.44	31.65	32.92	34.22	35.60	37.03	38.51	39.58	40.38
Nurse I	Annual	63,252	65,304	67,572	70,080	72,384	75,204	78,192	80,340	81,948
	Monthly	5,271	5,442	5,631	5,840	6,032	6,267	6,516	6,695	6,829
	Hourly	33.43	34.52	35.71	37.04	38.26	39.75	41.33	42.46	43.31
Nurse II	Annual	66,516	68,868	71,256	73,788	76,692	79,656	82,932	85,152	86,844
	Monthly	5,543	5,739	5,938	6,149	6,391	6,638	6,911	7,096	7,237
	Hourly	35.16	36.40	37.66	39.00	40.53	42.10	43.83	45.01	45.90
Equipment Operator	Annual	41,244	42,444	43,632	44,976	46,380	47,736	49,524	51,240	52,272
	Monthly	3,437	3,537	3,636	3,748	3,865	3,978	4,127	4,270	4,356
	Hourly	21.80	22.43	23.06	23.77	24.51	25.23	26.18	27.08	27.63
Sign Language Interpreter I	Annual	57,720	60,636	63,528	66,444	69,360	72,264	75,168	78,084	79,644
	Monthly	4,810	5,053	5,294	5,537	5,780	6,022	6,264	6,507	6,637
	Hourly	30.51	32.05	33.58	35.12	36.66	38.19	39.73	41.27	42.10
Sign Language Interpreter II	Annual	62,580	65,664	68,796	71,880	75,060	78,192	81,420	84,504	86,184
	Monthly	5,215	5,472	5,733	5,990	6,255	6,516	6,785	7,042	7,182
	Hourly	33.08	34.71	36.36	37.99	39.67	41.33	43.03	44.66	45.55

- 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)
- Step 10 LSI (Long Service Increment) is valued at 2% over Step 9. Eligibility is after five (5) years of service at Step 9.

LETTER OF AGREEMENT
BETWEEN
BOW VALLEY COLLEGE (BVC)
and
ALBERTA UNION OF PROVINCIAL EMPLOYEES (AUPE)
LOCAL 071/011

Job Evaluation and Classification

Bow Valley College Classifications and individuals positions within a classification are determined by the use of a job evaluation structure. Establishment of classifications and alterations to job classifications are provided for under Article 15 of the Collective Agreement.

Job evaluation is the analysis and evaluation of work for the purpose of determining the relative contribution to the overall objectives of the organization of jobs within an organization.

Any change in an organization's design and structure may alter the content of a job, which may result in an adjustment in the evaluation of the job. Ideally the position description should be updated every time there is a substantial change to a position's purpose, scope, and/or responsibilities.

Job Evaluation methods provide a systematic approach and framework to sort positions in an equitable manner.

The job evaluation tool used by Bow Valley College ranks jobs by level of accountability they carry in setting and achieving organizational goals and objectives and is based on the idea that jobs can be assessed in terms of:

- the knowledge required to do the job;
- the thinking needed to solve the problems commonly faced;
- the responsibilities assigned.
-

These three factors are often referred to as "compensable factors".

The focus of the job evaluation process is on the nature and the requirements of the job itself, not on the skills, educational background, personal characteristics or the current salary of the person holding the job.

Working from documentation which describes the content of the job (the Job Description) and the environment in which it is performed, plus the definitions and qualitative measures provided by the job evaluation system, each job is given a ranking on the three factors in relation to other jobs in the organization.

Key job functions and major responsibilities of the job are compared to the definitions of degree levels in order to determine the most appropriate level. The corresponding points for that level are then assigned to the job and are combined for all factors to derive a total score.

Job evaluation may also provide valuable information for organizational analysis and for human resource planning and management strategies such as succession planning, performance management, compensation, etc.

The job evaluation system works on the notion that jobs can be measured on the basis of their relative contribution to the overall objectives of the organization. By considering core aspects of content and context that are common to all jobs, it provides a clear, understandable and systematic basis for defining and comparing the requirements for all kinds of jobs at all levels.

FOR BOW VALLEY COLLEGE

DATE: October 4, 2016

FOR THE ALBERTA UNION OF PROVINCIAL EMPLOYEES

DATE: September 26th, 2016

Bow Valley College

Schedule C
Position Classification, Position Title and Point Range
As of October 15, 2012

AS II

(0-101)

Office Assistant
Receptionist/Administrative Assistant
Administrative Assistant

EO

(52-112)

Equipment Operator
Facilities Service Worker
General Services Worker

AS III

(102-183)

Accounts Payable Assistant
Accounts Receivable Assistant
Administrative Assistant
Administrative Support
Admissions Representative
Bookstore Associate
Business Assistant, HCC
CIIP Assistant
Copyright Associate
Evaluations Assistant
Junior Buyer
Library Assistant
LLC Literacy Outreach Assistant
Learner Services Representative
Materials Resource Support - ESL & Languages
Records Administrator
Research Assistant
Skills Investment Reporting Assistant
Student Account Representative
Testing Centre Assistant
Test Administrator
Transfer Credit & PLAR Representative

LIS

(262-299)

AS IV

(184-227)

Accounts Payable Administrator
Alternative Learning Associate
Alumni Assistant
AP/Inventory Administrator
AR / General Accounting Administrator
Assistant to the Dean, ESL
Client Services Representative
CRTP Program Assistant
Department Liaison & Testing Administrator
Department Liaison Associate
Education Support Assistant
Exam Accommodations Administrator
Funding Administrator
Learner Support Officer
Learner Technology Support Associate
Media Developer
Media Developer Programmer
Mentorship Program Assistant
Online Learning Support Associate
Program Liaison Associate
Registration Representative
Research Assistant
Sales and Production Assistant
Student Advising Assistant
Student Awards Administrator
Student Services Assistant
Student Services Representative
Student Success Officer
Test Room Supervisor
Testing Centre Supervisor

AO I

(228-261)

Academic Services Officer
Admissions Officer
Assistive Technology Advisor
Career Advisor
Career Coach

AO I (continued)

Communications Specialist
Community Liaison - Career Coach
Continuing Education Officer
Coordinator - Purchasing and Bookstore
Copyright Officer
Employment Facilitator
Facilities Coordinator
Finance and Operations Administrator
Financial Aid Administrator
Financial Aid Advisor
HCC Student Recruitment Specialist
Intake Officer
Project Officer
International Student Advisor
Learner Success and Employment Reporting Officer
Learner Success and Retention Officer
Media Development Team Lead
Online Learning Administrator
Operations and Finance Coordinator
Process and Quality Control Lead
Program Advisor
Project Officer
Recruitment and Enrolment Coordinator
Registration Officer
Resource Officer
Scheduling Officer
Specialized Support Advisor
Student Accounts Officer
Student Advisor
Student Liaison Officer
Student Recruitment Specialist
TOWES Project Officer
Transfer Credit & PLAR Officer
Work Experience Officer
Workforce Liaison Officer

Library Information Specialist

Circulation Supervisor

AO II

(262-299)

Applied Research Officer
Business Coordinator
Business Development Representative
Coordinator CERC
Education Representative
Financial Aid Officer
Lead Client Services Officer
Skills Investment Reporting Coordinator
Student Awards Officer
Team Lead - Recruiting

BDO

(300-352)

Business Development Officer
Production Coordinator TOWES/CCA
Regional Stewardship Operations Analyst
Regional Stewardship Regional Lead
Senior Buyer
Student Affairs Officer

NU I

(280-322)

Health Services Nurse

NU II

(323-389)

Coordinator - Health Services

SLI I

(228-261)

Sign Language Interpreter

SLI II

(262-299)

DHH Service Advisor

As the Employer and the Union have a joint responsibility for accommodation for disabilities under Alberta Statutes, Classifications SLI-I and SLI-2 contain a factor of market benchmarking in addition to the classification point ratings range determined under the College classification system.

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

DATE: October 4, 2016

FOR THE ALBERTA UNION OF PROVINCIAL EMPLOYEES

DATE: September 26th, 2016

LETTER OF AGREEMENT
UNSUCCESSFUL POSTING APPLICANTS
BETWEEN
BOW VALLEY COLLEGE (BVC)
&
ALBERTA UNION OF PROVINCIAL EMPLOYEES (AUPE)

The parties agree to initiate a joint, collaborative process to:

- Design a BVC procedure by which internal candidates receive timely written notification of being unsuccessful in an internal competition;
- Develop communication material(s) and method(s) for use with unsuccessful internal candidates who follow-up with requests for additional information regarding their unsuccessful candidacy; and
- Pilot the above procedure and materials and assess opportunities for improvement before launching across BVC.

It is agreed that it is desirous that this be developed expeditiously and use current tools and processes that are in place. This collaborative process will commence within 30 working days following the ratification of the Tentative Collective Agreement. The goal is to commence a pilot 60 working days following ratification of the Tentative Collective Agreement.

FOR BOW VALLEY COLLEGE

DATE: October 4, 2016

FOR THE ALBERTA UNION OF PROVINCIAL EMPLOYEES

DATE: September 26th, 2016