

Collective Agreement

between the

Board of Governors of
Lakeland College

and the

Alberta Union of Provincial Employees
Local 071 Chapter 004

July 1, 2017 - June 30, 2020

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PREAMBLE

This Collective Agreement made the 6th day of February, 2019 A.D.

BETWEEN:

The Board of Governors of Lakeland College

(hereinafter called the "Employer")

OF THE FIRST PART

-and-

The Alberta Union of Provincial Employees,

(hereinafter called the "Union"),

on behalf of all Employees covered by this Collective Agreement

OF THE SECOND PART

WHEREAS the Board of Governors is an Employer within the meaning of the *Public Service Employee Relations Act* and administers Lakeland College; and

WHEREAS pursuant to the provisions of the Act; the Union has the sole right to negotiate on behalf of the Employer's Employees, and excepting those excluded under the provisions of Article 2, Jurisdiction, of this Collective Agreement; and

WHEREAS, the Parties are mutually desirous of entering into a Collective Agreement with the intent to promote a harmonious relationship between the said Employees and the Employer and to set forth in this Collective Agreement rates of pay, hours of work, and other terms or conditions of employment for each Employee of the Employer, and to provide a procedure for the consideration and settlement of differences.

NOW THEREFORE, the Parties hereto mutually agree as follows:

ARTICLE 1 – DEFINITIONS

1.01 In this Collective 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) "President" means the Chief Executive Officer of Lakeland College;
- (e) "Local" means Local 71/004, Lakeland College, of The Alberta Union of Provincial Employees;
- (f) "Designated Officer" means a person who is authorized on behalf of the Employer to deal with grievances;
- (g) "Employee" means any person employed by the Employer and covered by Clause 2.01 of this Collective Agreement, and includes:
 - (i) "Permanent Employees" who are Employees who occupy permanent or continuing term positions and who have successfully completed a probationary period,
 - (ii) "Probationary Employees" who are Employees who, during an initial period of employment, are serving a probationary period,
 - (iii) "Temporary Employees" who are Employees who occupy a temporary position established on a full-time basis
 - (iv) "Casual Employees" who are Employees working in casual positions on an hourly basis who do not fall into one of the above categories
- (h) "Full-Time Permanent Position" means a full-time position established as such, the duties of which are of a continuing nature of indefinite extent and in which the incumbent is required to work year round;
- (i) "Part-Time Permanent Position" means a part-time position established as such, in which the incumbent is required to work not less than:
 - (i) three (3) hours on each workday in the year, or
 - (ii) seven (7) hours per day on two (2) or more workdays per week, or
 - (iii) ten (10) full workdays in each month;
- (j) "Full-Time Continuing Term Position" means a full-time position established as such, the duties of which are of a continuing nature for a

recurring specific period of the year no less than nine (9) months in duration;

- (k) "Part-Time Continuing Term Position" means a part-time position established as such, the duties of which are of a continuing nature for a recurring specific period of the year no less than twenty-one (21) hours per week and nine (9) months in duration;
- (l) "Temporary Position" means a full-time position established as such, the duties of which are for a specific period of time with a limited duration of more than six (6) months and not normally exceeding twenty-four (24) months in duration unless specifically extended in writing between the parties. Employees working continuously in the same Temporary position in excess of twenty-four (24) months, may request to have their position reviewed by the Employee Management Advisory Committee for consideration to be submitted to the New Initiatives process.
- (m) "Casual Position" means non-permanent employment on an hourly basis. Employees working beyond one-thousand (1,000) hours in a fiscal year may request to have their position reviewed by the Employee Management Advisory Committee for consideration to be submitted to the New Initiatives process.
- (n) "Annual Salary" means the annual amount of an Employee's regular salary as set out in Schedule "A" and includes Acting Incumbency pay, but excludes any other compensation;
- (o) "Monthly Salary" means annual salary divided by twelve (12);
- (p) "Hourly Rate" means the annual salary divided by the Employee's normal annual hours of work;
- (q) "Union Steward" means an Employee in the bargaining unit who has completed the required AUPE courses and training necessary to be registered by the Union to provide Union representation to Members.
- (r) "Union Representative" means a staff person from the Union authorized by the Union to act on behalf of an Employee.
- (s) "Maximum Salary" means the highest step of the pay range assigned to a classification level;
- (t) "Minimum Salary" means the lowest step of the pay range assigned to a classification level;
- (u) "Month" means a calendar month;
- (v) "Step" means a single salary rate within a pay range;

- (w) "Workday" means any day on which an Employee is normally expected to be at their place of employment;
- (x) "Increment" means the difference between one step and the next step within a pay range;
- (y) "Employer" means the Board of Governors of Lakeland College;
- (z) "Apprentice" means an Employee defined within the - *Apprenticeship and Industry Training Act* who is serving a special training period in preparation for admission to full status as a skilled tradesman;
- (aa) "Union" means The Alberta Union of Provincial Employees;
- (bb) "Family", in addition to its usual meaning, includes common-law relatives;
- (cc) "Student" means a person who was registered as a student in the previous academic year and/or has applied to attend an educational institution in the following academic year. This definition is deemed to include individuals enrolled in the Green Certificate program;
- (dd) "Fiscal year" means a period commencing July 1st and ending on June 30th;
- (ee) "Seniority" means the length of continuous service as a Permanent Employee.

ARTICLE 2 – JURISDICTION

- 2.01 Subject to Clause 2.02, the Employer recognizes the Union as the sole bargaining agent, as specified in Article 3, Application, for all the Employees of the Employer when employed in general support services except those persons excluded pursuant to the *Public Service Employee Relations Act* or by mutual agreement of the Parties at the time of signing or during the life of this Collective Agreement or excluded by the Public Service Employee Relations Board pursuant to Article 42, Classification.
- 2.02 This Collective Agreement does not apply to students whose employment is contemplated by the curriculum of a course in which they are enrolled; persons employed under federal, provincial, and municipal special or cost-shared programs; or persons employed as student assistants, including lab monitors, library pages, student markers and peer tutors.
- 2.03 The Employer recognizes that every effort shall be made to ensure that the hiring of students does not significantly reduce the work normally performed by bargaining unit Employees resulting in a reduction in salary.

ARTICLE 3 – APPLICATION

3.01 This Collective Agreement applies to an Employee:

- (a) appointed to a full-time permanent position; or
- (b) appointed to a full-time continuing term position so that, all articles apply subject to relevant plan terms and conditions and prorated as applicable, or
- (c) appointed to a part-time permanent position so that, all articles apply subject to relevant plan terms and conditions and prorated as applicable, or
- (d) appointed to a part-time continuing term position so that, all articles apply subject to relevant plan terms and conditions and prorated as applicable, or
- (e) appointed to a temporary position except that, subject to relevant plan terms and conditions and prorated as applicable, the following shall not apply:
 - (i) Article 13, Grievance Procedure – in the case of termination or dismissal Apprentices shall not have access to Article 11, Grievance Procedure, for termination of employment as a result of either:
 - failure to comply with the terms and conditions of the *Apprenticeship and Industry Training Act* and/or regulations, or,
 - the unavailability of tradesman positions upon completion of the Apprenticeship program.
 - (ii) Article 21, General Illness, shall not apply until after one (1) year of continuous service,
 - (iii) Article 23, Long Term Disability Insurance (LTDI) shall not apply until after one (1) year of continuous service,
 - (iv) Article 28, Maternity/Parental Leave,
 - (v) Article 34, Workers' Compensation Supplement,
 - (vi) Article 37, Position Abolishment,
 - (vii) Article 40, Probationary Employee and Period,

- (viii) Article 47, Health Plan Benefits, shall not apply until after one (1) year of continuous service, (except that Clause 47.03 shall apply),
 - (ix) Article 48, Dental shall not apply until after one (1) year of continuous service,
 - (x) Article 49, Insurance, shall not apply until after one (1) year of continuous service (except that Clauses 49.02 and 49.03 shall apply).
- (f) hired for casual employment, except that the following shall not apply:
- (i) Article 13, Grievance Procedure, in the case of termination,
 - (ii) Article 20, Casual Illness,
 - (iii) Article 21, General Illness,
 - (iv) Article 23, Long Term Disability Insurance (LTDI),
 - (v) Article 24, Paid Holidays,
 - (vi) Article 25, Annual Vacation Leave,
 - (vii) Article 26, Special Leave,
 - (viii) Article 28, Maternity/Parental Leave,
 - (ix) Article 34, Workers' Compensation Supplement,
 - (x) Article 36, Layoff and Recall,
 - (xi) Article 37, Position Abolishment,
 - (xii) Article 40, Probationary Employee and Period,
 - (xiii) Article 47, Health Plan Benefits,
 - (xiv) Article 48, Dental,
 - (xv) Article 49, Insurance (except that Clauses 49.02 and 49.03 shall apply).

3.02 A Casual Employee shall in lieu of receiving annual vacation leave pursuant to Article 25, Annual Vacation Leave, be allowed in addition to their regular wage earnings, pay at six percent (6%) of their regular wage earnings.

3.03 A Casual Employee shall in lieu of receiving paid holidays pursuant to Article 24, Paid Holidays, be allowed, in addition to their regular wage earnings, pay at five point two (5.2%) percent of their regular wage earnings, and for working on

a paid holiday, pay at time and one-half their regular hourly rate for all hours worked up to the equivalent of full normal daily hours and double time thereafter.

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 Collective 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 this Collective Agreement. The Employer shall not recognize any Employee or group of Employees as representing the Union, nor shall the Employer enter into any separate Agreement(s) with an Employee, a group of Employees or a Union Steward which compromises the terms or conditions of employment contained in this Collective Agreement without the prior written approval of the President of the Union.
- 5.02 The Parties agree that there shall be no discrimination or coercion exercised or practiced with respect to any Employee for reason of membership or legitimate activity in the Union.
- 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 and copies of such information shall be cleared by the Employer prior to posting.
- 5.04 The Local will be permitted to use the Employer's mail service, including electronic mail, and the electronic bulletin board for the purpose of conveying union information.
- 5.05 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.

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 Collective Agreement, the remaining provisions shall remain in effect for the term of the Collective Agreement and the Parties hereto shall negotiate, in accordance with the bargaining procedures of the *Public Service Employee Relations 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, directives, or policies and procedures, the Collective Agreement shall supersede the regulation, guideline, directive or policy and procedure.

ARTICLE 7 – TERMS OF EMPLOYMENT

- 7.01 During the life of this Collective Agreement, the Employer may, with the agreement of the Executive Committee of the Union,
- (a) alter rates of Employee compensation, or
 - (b) alter any Employee entitlement or Employee rights which are contained within this Collective Agreement and, upon such agreement, these changes shall become the rates, entitlements, or Employee rights.

ARTICLE 8 – EMPLOYER-UNION RELATIONS

- 8.01 The Employer will grant Union Stewards access to its premises when negotiating pursuant to the *Public Service Employee Relations Act* or participating in committees with representatives of the Employer or when investigating a grievance provided that, in the latter instance, prior approval for the appointment with the grieving Employee has been obtained through the Human Resources Department. The foregoing approval shall not be unreasonably denied. Additional access to the Employer's premises may be granted for such purposes as are approved in advance by the Employer.
- 8.02
- (a) Permission may be granted to the Local to hold regular or special Local meetings on the campus/center, at times outside of scheduled working hours, provided that suitable space is available.
 - (b) In exceptional circumstances, permission may be granted to the Local to hold special meetings or events on the campus/centre during scheduled working hours providing suitable space is available.

- 8.03 The Chairperson of the worksite Chapter or their designate shall be given the opportunity to meet with all new bargaining unit Employees in conjunction with the regular New Employee Orientation sessions. This orientation meeting shall be for the sole purpose of explaining the role of AUPE on the worksite and what AUPE offers to its membership.
- 8.04 When it is necessary to use postal service, all correspondence shall be by registered mail.

ARTICLE 9 – UNION MEMBERSHIP AND DUES CHECK-OFF

- 9.01 All Employees covered by this Collective 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.
- 9.02 Notwithstanding the generality of the above, all Employees covered by this Collective Agreement shall be required to pay Union dues. The Employer shall, therefore, as a condition of employment, deduct each month the amount of the Union dues, as set by the Union from time to time, from the pay of all Employees covered by this Collective Agreement.
- 9.03 The Employer shall remit Union dues deducted from the pay of all Employees to the Union by the first (1st) working day after the fifteenth (15th) calendar day in the following month. Where an accounting adjustment is necessary to correct an overpayment or underpayment of dues, it shall be effected in the succeeding month. The deductions remitted shall be accompanied by particulars identifying each Employee, showing Employee number, starting date, classification, amount of Union dues deducted, name, home telephone number, and last known address. The Employer will also provide, on a monthly basis, a list containing the names and last known addresses of Employees currently receiving Long Term Disability benefits.
- 9.04 The Union agrees that for purposes of this article all Employees are members of the Union, except those who have voluntarily opted out in accordance with Clause 9.01.
- 9.05 The Union shall advise the Employer, in writing, of any change in the amount of dues to be deducted from the Employees covered by this Collective Agreement. Such notice shall be communicated to the Employer at least thirty (30) calendar days prior to the effective date of the change.
- 9.06 The Union agrees to indemnify and save the Employer harm against any claim or liability arising out of the application of this Article.

ARTICLE 10 – UNION STEWARDS

- 10.01 The Employer acknowledges the right of the Union to register Employees in the bargaining unit as Union Stewards.
- 10.02 The Employer recognizes Employees who are registered as Union Stewards. If requested by an Employee, a Union Steward may accompany or represent that Employee in a formal investigation, duty to accommodate, return to work, discipline, the processing of a grievance or any other labour relations meetings initiated by the Employer.
- 10.03 The Union Representative shall notify the Employer, in writing, of the names of Union Stewards and advise the Employer of any changes. The Employer agrees to recognize only those Stewards whose names have been submitted in writing.

ARTICLE 11 - RESPECT IN THE WORKPLACE

- 11.01 The Employer and the Union agree to abide by the *Alberta Human Rights Act*. It is agreed there will be no discrimination, restriction, or coercion exercised or practiced on the part of the Employer or the Union with respect to any Employee by reason of sexual orientation, membership or non-membership or activity in the Union, nor in respect to any of the listed grounds in the aforementioned Act including age, race, colour, religious or political beliefs, gender, gender identity, gender expression, mental or physical disability, place of origin, marital status, family status, or source of income. For the purposes of the Article, the parties agree that the defenses and definitions of the aforementioned Act are applicable.
- 11.02 The Employer, the Union and Employees are committed to a safe and respectful workplace where workplace violence, bullying and harassment are not tolerated. For the purposes of this Agreement, bullying and harassment are defined as any improper conduct by an individual that is directed at and offensive to another person or persons in the workplace, and that the individual knew or ought reasonably to have known would cause offence or harm.
- 11.03 The parties recognize the value of informal discussion between Employees and their supervisors, between two (2) or more Employees, and between the Union and the Employer, with the intent that problems and concerns be resolved without recourse to formal complaint.
- 11.04 An Employee who has a complaint relating to Respect in the Workplace has a responsibility to document the incident and advise the offender that their actions are unwanted and improper. If the Employee is uncomfortable or feels intimidated about confronting the offender, the Employee shall contact their immediate supervisor, the Department Head, Human Resources or Union Representative for assistance.

- 11.05 When an Employee submits a complaint relating to Respect in the Workplace, the Employer shall conduct an investigation in accordance with policy and Employees are required to cooperate with the investigation. All complaints will be dealt with promptly and in a confidential manner. To the extent possible investigations will be concluded within ninety (90) days from the date of the complaint.
- 11.06 If the investigation determines that discrimination, harassment, or bullying has occurred, the Employer may impose disciplinary action, up to and including discharge.
- 11.07 The Employer will not tolerate any form of retaliation against an Employee who, in good faith, makes a complaint of discrimination, harassment or bullying. If an Employee acts in bad faith in making a complaint of discrimination or harassment, disciplinary action, up to and including discharge, may be imposed by the Employer against such Employee.

ARTICLE 12 – DISCIPLINARY ACTION

- 12.01 When disciplinary action is to be taken against an Employee, that Employee shall be informed in writing as to the reason(s) for such action. The Employee will be provided with a copy of all written reprimands or written notices of other disciplinary action.
- 12.02 An Employee who is to be interviewed on any disciplinary measure shall be entitled to have an available Union Steward or a Union Staff Representative of their choice present at the interview.
- 12.03 An Employee who has been subject to disciplinary action, after twenty-four (24) months of acceptable continuous service, can consider the disciplinary action purged; with the exception of disciplinary action relating to vulnerable peoples, financial non-compliance, or Respect in the Workplace which will be considered purged after thirty-six (36) months of acceptable continuous service. This will be granted providing the disciplinary action is not the subject of an unresolved grievance or legal proceedings.
- 12.04 When an Employee has grieved a disciplinary action and a designated officer has either allowed the grievance or reduced the penalty levied against the grievor, the personal file of the Employee shall be amended to reflect this action, provided that this action results in the abandonment of the grievance. Where the grievor appeals the disciplinary action to adjudication, the award of that tribunal shall be final and binding upon the Employer and the Employee, and the personal file of the Employee shall be amended to reflect that award.
- 12.05 Subject to this Collective Agreement, no Employee shall be dismissed, suspended, demoted, or given a written reprimand without just cause.

ARTICLE 13 – GRIEVANCE PROCEDURE

- 13.01
- (a) “Days” means workdays,
 - (b) “Demotion” means a transfer to a position with a lower maximum salary,
 - (c) A grievance is a complaint regarding:
 - (i) alleged unjust treatment or discrimination;
 - (ii) alleged unfair working conditions;
 - (iii) the dismissal of a probationary Employee or an alleged unjust written reprimand;
 - (iv) any disciplinary action involving financial penalty, other than one described in (c) (iii) above or the application, interpretation or any alleged violation of this Collective Agreement or on any other matter involving financial penalty other than one described in (c) (iii) above.

Grievances on paragraphs (i), (ii) and (iii) above may be processed through Levels 1 and 2 inclusive and grievances on paragraph (iv) above may be referred to adjudication.

- (d) A grievance concerning the dismissal of a casual Employee may be the subject of the grievance procedure except that the decision at Level 1 shall be final and binding.

13.02 When a grievance arises it shall be dealt with in the manner outlined in the following Clauses, except that a grievance may not be presented on a matter when an appeal procedure already exists or when it is specifically prohibited.

- 13.03
- (a) The President of the College shall advise all Employees by poster or by some other similar means of notification, of the name, title and mailing address of the Designated Officer at each level of this Grievance Procedure.
 - (b) The President of the College shall provide a list of Designated Officers and their mailing addresses to the Union whenever there is a change of incumbent.

13.04 Request for Discussion

The President of the College or the aggrieved or their designates may request a written grievance be discussed at any level of the Grievance Procedure. The aggrieved’s request for discussion shall not unreasonably be denied. This discussion shall be recognized as the Employee’s opportunity to clarify the circumstances surrounding their alleged grievance. A Union Steward or a Union

Staff Member shall be allowed to be present, if desired by the aggrieved, at any of these discussions including the Employee's informal discussion with their supervisor or their supervisor's designate. When a request for discussion has been approved, leave with pay shall be allowed to the aggrieved and an accompanying Union Steward and, if travel is involved, reimbursement for travel expenses in accordance with regulations shall be permitted.

13.05

Level 1

- (a) An Employee who wishes to pursue a grievance, even after having first attempted to resolve it with their immediate supervisor or their supervisor's designate, must submit it in writing within fifteen (15) days of the date upon which the subject of the grievance occurred or of the time when the Employee first became aware that a grievance had allegedly occurred. The grievance may be submitted to:
 - (i) the Designated Officer directly at Level 1, or,
 - (ii) the Designated Officer at Level 1 by registered mail when (i) above is not practical.
- (b) A grievance shall be normally presented upon the Official AUPE Grievance Form, except that a grievance shall not be deemed invalid by reason of the fact that it is not in accordance with the prescribed form provided it states the nature of the grievance, the Article(s) alleged to be violated, and the redress sought.
- (c) The Designated Officer at Level 1 shall submit a written reply to the Employee, with a copy to the Union, within fifteen (15) days of the receipt of the grievance.

13.06

Level 2

- (a) When an Employee is not satisfied with the answer or settlement they received from the Designated Officer at Level 1 and the Employee wishes to pursue their grievance they must, if they have the approval of the Union, submit their grievance to the Designated Officer at Level 2, either directly or, where practical, through their immediate supervisor.
- (b) A submission at Level 2 must be made within fifteen (15) days of the receipt of the reply of the Designated Officer at Level 1.
- (c) The Designated Officer at Level 2 shall submit a written reply to the Employee within fifteen (15) days of the receipt of the grievance at Level 2 and shall submit a copy of their reply to the Union.
- (d) For the purpose of this procedure the decision given by the Designated Officer at this level shall be final and binding upon the Employee unless

the grievance is a class of grievance that may be referred to adjudication pursuant to paragraph (c)(iv) of Clause 13.01.

13.07 Adjudication

- (a) Subject to Clause 13.06(d), if an Employee is not satisfied with the answer or settlement they received from the Designated Officer at Level 2 and the Employee wishes to pursue their grievance, they must submit their grievance for adjudication, in accordance with the Act, provided that the Employee has the approval of the Union, except that Union approval is not mandatory where an Employee is grieving dismissal. The Union shall notify the President of the College in writing of a submission of an alleged grievance to adjudication. Such notification shall include a copy of the alleged grievance.
- (b) A submission to adjudication must be made within fifteen (15) days of the receipt of the reply at Level 2. Such submission shall be by registered mail.

13.08 Time Limits and Procedures

- (a) When the aggrieved fails to process a grievance within the time limits and procedures specified in Clause 13.05, 13.06, 13.07, 13.10, and 13.14 they shall be deemed to have abandoned their grievance.
- (b) When the party receiving a grievance fails to process the grievance within the time limits specified in Clause 13.05, 13.06, or 13.10, the aggrieved shall automatically be eligible to advance their grievance to the next higher level, except that to advance to adjudication a grievance must be a grievance as defined pursuant to Clause 13.01(c)(iv).
- (c) When it is necessary to use the postal service to process a grievance, all correspondence between the respondents to the grievance or their representatives and the Employee and their representatives shall be by registered mail.
- (d) When a grievance is processed by registered mail, the grievance shall be deemed to have been submitted on the day on which it was registered by the aggrieved. Similarly, the Designated Officer shall be deemed to have submitted a reply at any level on the date on which the letter containing the reply was registered. The time limit within which the aggrieved may submit their grievance to the next higher level shall be calculated from the date on which the Designated Officer's reply was delivered to the address shown on the grievance form.
- (e) When a grievance or reply is delivered by hand, it will be dated the date it was delivered.

- (f) The time limits between levels may be extended by mutual agreement of the Employer and the Union but such agreement shall be in writing.

13.09 Replies by Designated Officers

The reply from the Designated Officer at each level of grievance procedure shall contain the reason(s) for acceptance or denial of the grievance and shall be sent by registered mail or delivered by hand to the grievor.

13.10 Variance from Normal Grievance Procedure

- (a) A grievance may initially be presented beyond Level 1 with the approval of the President, where they are is of the opinion that:
 - (i) the nature of the grievance is such that a decision cannot be given below a particular level of authority, or,
 - (ii) the organization of the College makes it impossible to process a grievance through each level of the procedure, or,
 - (iii) when the grievance results from the action of a Designated Officer, such grievance may be initiated at the level of that Designated Officer.
- (b) In the case of a difference arising from demotion, suspension, or dismissal, other than a dismissal as described in Clause 13.01(c)(iii), the grievance shall initially be presented at Level 2 except where the President or the President's designate notifies the Employee involved in the difference that they may present their grievance to adjudication.
- (c) When it is decided that a grievance will be heard initially at Level 2 or adjudication, pursuant to Clause 13.01(b), the submission must be made by the Employee within fifteen (15) days of receipt of the written communication notifying them of the demotion, suspension or dismissal.

13.11 Meetings during Grievance Procedure

- (a) A Union Steward shall not leave their place of work to discuss a grievance with representatives of the Employer or an Employee during working hours without first obtaining permission from their immediate supervisor to do so.
- (b) An Employee who wishes to discuss their grievance with representatives of the Employer at any level of the grievance procedure shall obtain the permission of someone in authority before leaving their place of work for this purpose and shall report back to their immediate supervisor or someone in authority before resuming their normal duties.

13.12 Powers of the Adjudication Board

- (a) The Adjudication Board shall neither add to, detract from, nor modify the language of any Article of the Collective Agreement.
- (b) The Board shall expressly confine itself in its award to the precise issue submitted to the Board and shall have no authority to make a decision on any other issue not so submitted to it.
- (c) Where disciplinary action against an Employee is involved, the Board may vary the penalty as the Board considers fair and reasonable.

13.13 Decision of the Board

The decision of the Adjudication Board shall be final and binding on all Parties.

13.14 Policy Grievances

Where the Union by way of a grievance signed by the President of the Union, or the Employer by way of a grievance signed by the President of the College, seeks to enforce an obligation that is alleged to arise out of this Collective Agreement; and, the obligation, if any, is not an obligation which may be the subject of a grievance of an Employee, the Employer or the Union may present a grievance to an Adjudication Board.

A Policy Grievance shall be submitted to the other Party within fifteen (15) days of the date upon which the alleged violation of the Collective Agreement has occurred or within fifteen (15) days from the date upon which the aggrieved Party could reasonably be expected to have first become aware of the subject of the grievance.

Within fifteen (15) days from the date of filing a Policy Grievance, the Parties shall meet in an attempt to resolve the difference. Failure to resolve the Policy Grievance within fifteen (15) days of filing shall entitle the aggrieved Party to advance the Policy Grievance to Adjudication within an additional fifteen (15) days.

13.15 The Employer shall grant the aggrieved leave of absence for the purpose of attending Adjudication Board hearing(s), provided that the leave of absence shall be only for the purpose of attending the hearing(s) and shall have stipulated time limits.

13.16 The Employer shall grant leave of absence for witnesses acting on behalf of the Employee to attend Adjudication Board hearing(s).

13.17 The leave of absence stipulated in Clauses 13.15 and 13.16 shall be with pay and the Employee may claim subsistence and travelling allowance in accordance with regulations governing subsistence except where dismissal of an Employee is

upheld by the Adjudication Board, in which case no reimbursement for pay, subsistence or travel allowance shall be allowed to the aggrieved.

- 13.18 A dismissed Employee, who has not been granted Union approval or assistance, shall make their own arrangements for representation and shall assume responsibility for any costs of being represented at the hearing including, but not limited to, witness fees and travelling expenses.
- 13.19 The expenses of witnesses called by the Chairman of the Grievance Board shall be shared on an equal basis by the Employer and the Union, except in the case of Clause 13.18 where the expenses shall be shared by the Employer and the aggrieved.
- 13.20 When a three (3) member Board has been agreed to by both the Employer and the Union, the following provisions shall apply:
- (a) The Employer's appointee shall not be:
 - (i) an Employee of the Employer.
 - (b) The President of the Union's appointee shall not be:
 - (i) an Employee of the Employer,
 - (ii) a staff member of the Union.

ARTICLE 14 – ATTENDANCE

- 14.01 An Employee who is absent from duty without prior authorization for absences up to and including three (3) days shall communicate on a daily basis to their supervisor or their supervisor's designate at the Employee's normal place of work the reason(s) for their absence as follows:
- (a) at least two (2) hours prior to commencement of the Employee's shift; or,
 - (b) in the case of day workers, at the beginning of the Employee's normal workday.
- In the case of absences in excess of three (3) consecutive workdays, the Employee shall report to their supervisor or their supervisor's designate at the Employee's normal place of work prior to or at the beginning of their normal workday the reason(s) for the Employee's absence, and provide their expected date of return. Normally, all communications required under this Clause shall be verbal.
- 14.02 An Employee on authorized leave of absence or illness for an indeterminate period who wishes to return to work earlier than anticipated shall notify their

supervisor or their supervisor's designate at the Employee's normal place of work of their intention to return to work in the following manner:

- (a) an Employee reporting for day work shall give notice during the preceding workday.
- (b) an Employee reporting for work on an afternoon or a night shift shall give notice no later than noon of the day immediately preceding their return to work.

14.03 An Employee who is on an approved leave of absence without pay (Article 27) of twenty (20) workdays or more and who wishes to return to work prior to the expiration date of a leave of absence for a fixed period shall notify their supervisor or their supervisor's designate at the Employee's place of work at least twenty (20) clear workdays or such shorter period as is mutually agreed to prior to the desired date of return.

14.04 Time limits, pursuant to Clause 14.01, 14.02 and 14.03 shall be waived when it can be established that the Employee, for acceptable reasons, was unable to contact their supervisor or their supervisor's designate within the time limits specified.

ARTICLE 15 – HOURS OF WORK

15.01 The normal base hours of work for Employees covered by this Collective Agreement shall be:

- (a) 36.25 hours per week, 7.25 hours per day, or
- (b) 40 hours per week, 8 hours per day, as identified in Schedule B.

15.02 All Employees covered by this Collective 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 work period of more than two (2) hours but less than six (6) hours shall be granted one (1) rest period per work period. Rest periods shall not be granted within one (1) hour of commencement or termination of a work period.

15.03 A meal period of not less than one-half (1/2) hour and, except where opted in "Flexitime" operations, not more than one and one-half (1½) hours shall be granted to all Employees at approximately the mid-point of each work period that exceeds four (4) hours.

15.04 An Employee shall not be required to work a split shift involving a break between work periods longer than the specified meal period, except for Employees whose primary assignment is in the Dairy.

- 15.05 The Parties agree that the Employer may implement a flexible or modified work week system under conditions as provided in Article 16, Averaging Agreement Hours of Work, of this Collective Agreement.
- 15.06 Every reasonable effort shall be made by the Employer not to schedule the commencement of a shift within (8) hours of the completion of the Employee's previous shift. Subject to operational requirements, normally one (1) weeks' notice will be given to the Employee to schedule a change in shift.
- 15.07 Where operational requirements permit, each Employee shall normally have two (2) consecutive days off per seven (7) consecutive calendar days; however, no Employee shall be required to work more than ten (10) consecutive calendar days without days off, unless otherwise mutually agreed.

ARTICLE 16 – AVERAGING AGREEMENT HOURS OF WORK

- 16.01 This Article sets forth terms and conditions of employment to be observed where the Employer utilizes any averaging agreements for part or all of the College operation.
- 16.02 The Employer has the sole right to determine the number of Employees who are required to be at work.
- 16.03 The Parties agree that the Employer may implement a averaging agreement. Participation by an Employee in these systems of hours of work shall be voluntary.
- (a) An averaging agreement schedule may be mandatory, if the Employer presents the information as an expectation before the job offer is extended to the candidate.
- 16.04 An averaging agreement must meet the following requirements:
- (a) the schedule must show all the work weeks that make up the cycle which can vary between one (1) to twelve (12) weeks in length;
- (b) the maximum hours of work that an Employee may be scheduled to work is twelve (12) hours per day;
- (c) The maximum average hours of work that an Employee may be scheduled to work in a cycle is thirty six point two-five (36.25) or forty (40) hours per week as per Article 15, Hours of Work.
- 16.05 In the event the averaging agreement 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 the Employer shall provide advance notice of one (1) month of the change to the Employees involved.

- 16.06 An Employee who is working according to an averaging agreement may opt for regular times of work by providing the Employer advance notice of one (1) month.
- 16.07 Employees working according to an averaging agreement will experience no loss or gain in Employee entitlements as a result of variances in work hours.
- 16.08 Where applicable these provisions shall have force and effect in lieu of Article 15, Hours of Work, and Article 17, Overtime, of this Collective Agreement. A Casual Employee replacing an Employee on an averaging agreement will assume the averaging agreement schedule as the hours of work.

ARTICLE 17 – OVERTIME

- 17.01 An Employee may be required to work hours beyond regularly scheduled hours to overcome unexpected workloads and to meet extraordinary situations. Such overtime shall be authorized by the Employer.
- 17.02 Overtime payment or time off in lieu (banked time) shall be calculated to the nearest quarter hour and shall not be allowed twice for the same hours.
- 17.03 Overtime pay shall be calculated from the annual salary rate in effect at the time of payment.
- 17.04 Time off with pay in lieu of a cash settlement may be claimed by the Employee. Time off in lieu (banked time) shall be taken at a mutually agreeable time within one year from the time it was earned.
- 17.05 An Employee who has been authorized to work overtime and who is employed in a classification that is not excluded from premium overtime payment shall be compensated as follows:
 - (a) Overtime worked on a regular work day;
 - Double (2X) the Employee’s regular hourly salary for hours worked in excess of the normal base hours of work.
 - In lieu of their regular salary, double time (2X) for hours worked in excess of the normal base hours of work.
 - (b) Overtime worked on day/days of rest;

First day of rest - at time and one-half times (1½X) the Employee's regular hourly salary for all hours worked up to the equivalent of full normal daily hours and double time (2X) for additional hours worked thereafter.

Second Subsequent day of rest – regardless of whether the Employee works the first day of rest at double time (2X) the Employee's regular hourly salary for all hours worked.

(c) Statutory Holiday

Employees required to work on a paid holiday or on the day observed as the holiday, in accordance with Clause 24.01, will be compensated at time and one-half times (1½X) their regular hourly salary for all hours worked, plus time off in lieu or pay at straight time (1X) for all hours worked.

Employees in a continuous operation who are required to work on the paid holiday and on the day observed as the paid holiday shall be compensated at the statutory holiday overtime rate for one of the days.

(d) Part-time Employees

Employees working less than the normal hours per day of full-time employment, and who are required to work longer than their regular working day, shall be paid straight time (1X) for the hours worked up to the normal hours for full-time Employees, after which the overtime provisions of 17.05(a) shall apply.

(e) Travel on College business

Authorized travel outside the region shall be considered working hours. When travel is authorized outside of normal working hours, or on a paid holiday, or on a regularly scheduled day of rest, the Employee shall be paid at time and one-half times (1½X) for all hours worked.

Employees shall not be compensated for travel spent proceeding to and from their usual place of work and residence.

(f) Overtime for Personal Reasons

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 their normal requirement, shall be compensated for the extra hours worked at straight time (1X) rates. It is not the intent of this section to deny overtime rights to an Employee.

(g) Attend Training Course/Seminar

(i) Employee is required to attend a Training Course/Seminar;

- 1) On an Employee's normal day of work - shall be paid at straight time rates for the hours spent on training to a maximum of their normal daily hours of work for that period.
 - 2) On an Employee's regularly scheduled day of rest - shall be granted a day off in lieu at some other time, or if it is impractical to grant time off, they shall be paid at straight time rates for the hours spent on training to a maximum of their normal hours of work for that period.
 - 3) Travel outside of the urban area in which the Employee is employed shall be compensated at straight time rates for the actual hours spent in travel on the Employee's day of rest or on a paid holiday as listed in Clause 24.01.
- (ii) Employee who requests and is approved to attend a Training Course/Seminar on their normal day of rest or during a time outside their normal daily hours of work shall not receive additional compensation.

17.06 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.

17.07 Where Employees are working on an Averaging Agreement, the conditions as provided in Article 16, Averaging Agreement Hours of Work, of this Collective Agreement shall apply.

ARTICLE 18 – TIME OFF FOR UNION BUSINESS

18.01 Subject to Clause 18.03, time off, without loss of regular earnings, will be provided for Union Stewards and members to conduct official Union business on the following basis:

- (a) A Union Steward and Employee for time spent in a formal investigation, duty to accommodate, return to work, discipline, the processing of a grievance with representatives of the Employer
- (b) Authorized Union Members, not to exceed three (3) in number, for time spent meeting with representatives of the Employer at formal Employee Management Committees where matters of mutual concern are discussed.

18.02 Subject to Clause 18.03, time off, without pay, shall be provided to Union Members on the following basis:

- (a) Members elected as delegates to attend the Annual Convention of The Alberta Union of Provincial Employees,
- (b) Members designated as delegates representing the Union at Conventions of other employee organizations,
- (c) Members elected as representatives of the Union to attend education courses and local meetings,
- (d) Members of the Union Executive Committee to attend meetings,
- (e) Members of the Provincial Executive of the Union, to attend the general meetings,
- (f) Members of the Provincial Executive Standing Committees of the Union, to attend regular committee meetings.
- (g) Members of the Negotiating Committee, not to exceed three (3) in number, for time spent meeting with representatives of the Employer during the formal negotiation of a Collective Agreement and an additional two (2) members, not to exceed five (5) in total for Union preparatory meetings during these negotiations.

18.03 In all of the foregoing provisions, such time off shall not be unreasonably denied. Employees shall provide as much advance notice as is reasonably possible when requesting time off.

18.04 To facilitate the administration of Clause 18.02 of this Article, the Employer will grant leave of absence with pay and invoice the Union for the Employee's salary and applicable allowances or the replacement salary costs, whichever is greater, which the Union shall promptly pay.

ARTICLE 19 – BEHAVIORAL HEALTH

19.01 The Employer recognizes that alcoholism, drug addiction, and mental illness are illnesses that can respond to therapy and treatment and that absence from duty due to such therapy or treatment shall be considered as sick leave.

ARTICLE 20 – CASUAL ILLNESS

20.01 Casual Illness means an illness which causes an Employee to be absent from duty for a period of three (3) consecutive workdays or less. For utilization of casual illness, an Employee, ill at work or requiring time off for the purposes of attending a dental, physiotherapy, optical or medical appointment, must be given prior authorization by the Employer.

- 20.02 At the commencement of each fiscal year an Employee shall be eligible for a maximum of ten (10) workdays of casual illness leave with pay. Each day or portion of a day of casual illness used shall be deducted from the remaining casual leave entitlement for that fiscal year. This entitlement will be prorated for those eligible Employees who commence employment other than at the commencement of a fiscal year.
- 20.03 When a day designated as a Paid Holiday under Article 24, Paid Holidays, falls within a period of Casual Illness it shall be counted as a day(s) of Casual Illness and under no circumstances shall an Employee be authorized both a day(s) of Casual Illness and a holiday(s) for the same day(s).
- 20.04 This Article is subject to Article 22, Proof of Illness.

ARTICLE 21 – GENERAL ILLNESS

- 21.01 “General Illness” means an illness which causes an Employee to be absent from duty for a period of more than three (3) consecutive workdays but shall not exceed eighty (80) consecutive workdays. General Illness Leave shall be in addition to any Casual Illness Leave entitlements specified in Article 20, Casual Illness.
- 21.02 An Employee at the commencement of each year of employment shall be entitled to General Illness Leave at the specified rates of pay in accordance with the following Sub clauses, and the application of such General Illness Leave shall be as set out in accordance with Clause 21.03:
- (a) Illness commencing in the first month within the first 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) workdays of illness;
 - (b) Illness commencing in the first year of employment, but following the first month of employment; one hundred percent (100%) of normal salary for each of the first ten (10) workdays of illness and seventy percent (70%) of normal salary for each of the next seventy (70) workdays of illness;
 - (c) Illness commencing in the second year of employment; one hundred percent (100%) of normal salary for each of the first fifteen (15) workdays of illness and seventy percent (70%) of normal salary for each of the next sixty-five (65) workdays of illness;
 - (d) Illness commencing in the third year of employment; one hundred percent (100%) of normal salary for each of the first twenty-five (25) workdays 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 year of employment; one hundred percent (100%) of normal salary for each of the first thirty-five (35) workdays of illness and seventy percent (70%) of normal salary for each of the next forty-five (45) workdays of illness;
 - (f) Illness commencing in the fifth year of employment; one hundred percent (100%) of normal salary for each of the first forty-five (45) workdays of illness and seventy percent (70%) of normal salary for each of the next thirty-five (35) workdays of illness;
 - (g) Illness commencing in the sixth or any subsequent years of employment; one hundred percent (100%) of normal salary for each of the first sixty (60) workdays of illness and seventy percent (70%) of normal salary for each of the next twenty (20) workdays of illness;
 - (h) For purposes of Clause 21.02 - employment includes salaried employment and also any prior employment on wages provided that there is no break in service of more than ninety (90) days.
- 21.03 (a) Subject to Clause 21.03(b), an Employee upon return to active work after a period of General Illness of less than eighty (80) consecutive workdays will have any illness leave days used for which normal salary was paid at the rate of one hundred percent (100%), reinstated for future use at the rate of seventy percent (70%) of normal salary, within the same year of employment. General Illness Leave days used for which normal salary was paid at the rate of seventy percent (70%) shall be reinstated for future use within the same year of employment at the rate of seventy percent (70%) of normal salary.
- (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 workdays following the date of return to active work.
- 21.04 For purposes of this Article, the maximum period of continuous absence recognized shall be eighty (80) consecutive workdays. Absences due to illness or disability in excess of that period shall be subject to Article 23, Long Term Disability Insurance.
- 21.05 Notwithstanding Article 20, Casual Illness, or Clause 21.02, an Employee is not eligible to receive sick leave benefits under this Article or Article 20, Casual Illness, if the absence is due to an intentional self-inflicted injury.
- 21.06 When a day designated as a Paid Holiday under Article 24, Paid Holidays, falls within a period of General Illness it shall be counted as a day(s) of General Illness and under no circumstances shall an Employee be authorized both a day(s) of General Illness and a holiday(s) for the same day(s).
- 21.07 This Article is subject to Article 22, Proof of Illness.

ARTICLE 22 – PROOF OF ILLNESS

- 22.01 To obtain illness leave benefits as described in this Collective Agreement, the Employer require that an Employee provide a proper medical certificate or other proof of illness satisfactory to the Employer. The Employer may also require the Employee to provide satisfactory proof of attendance at a medical, dental, physiotherapy, optical or such other appointment, when time off from work is granted to attend such appointments. Where the Employer requires such proof and the Employee is required to pay a fee for said medical certificate or other proof of illness then the Employer will reimburse the Employee for the actual cost incurred.
- 22.02 To obtain illness leave benefits as described in Article 21, General Illness, the Employee is required to provide a proper medical certificate or other satisfactory proof of illness.
- 22.03 The Employer may require that an Employee be examined by a Medical Board:
- (a) in the case of prolonged or frequent absence due to general illness, or,
 - (b) when it is considered that an Employee is unable to satisfactorily perform their duties due to disability or illness.
 - (c) the report of the Medical Board to the Employer shall be limited to the conclusions and recommendations of the Board and the medical information leading to those conclusions and recommendations.
- 22.04 Pursuant to Clause 22.03, an Employee shall be entitled to have their personal physician or other physician of their choice to be a member of the Medical Board or to act as their counsel before the Medical Board. Expenses incurred under this Clause shall be paid by the Employer. A copy of the report of the Medical Board shall be sent to the Employee's physician.
- 22.05 Where an Employee has been examined by a Medical Board and is also applying for Long Term Disability benefits, a copy of the report of the Board shall be considered as part of the Employee's application.
- 22.06 The Parties agree that Casual and General Illness benefits as provided in Article 20, Casual Illness, and Article 21, General Illness, are intended only for the purpose of protecting an Employee from loss of income when the Employee is ill.

ARTICLE 23 – LONG TERM DISABILITY INSURANCE (LTDI)

- 23.01 The Employer will effect and maintain a Long Term Disability Plan covering all Employees subject to Article 3, Application, of this Collective Agreement.

- 23.02 The Employer shall pay the total premium costs of providing benefits to all eligible Employees covered under the Plan.
- Notwithstanding, the Employer shall be obligated only to pay a monthly premium cost up to the maximum of the monthly premium cost as of June 30, 2014, for each participating Employee.
- 23.03 An eligible Employee who becomes ill or disabled and who, as a result of such illness or disability, is absent from work for a period of eighty (80) consecutive workdays or four (4) consecutive months, whichever is the shorter period, may apply for the long term disability benefits as provided under the LTD Plan. The final ruling as to whether or not the claimant's disability is of a nature which is eligible for benefits within the interpretation of the provisions of the Plan shall be made by the third party claims adjudicator.
- 23.04 Long Term Disability benefits payable under the provisions of the LTD Plan will entitle an Employee, with a qualifying disability, to a total income, from sources specified under the Plan, of not less than seventy-five (75%) percent of their normal salary earned as a College Employee at the time of commencement of absence pursuant to Clause 23.03.
- 23.05 The maintenance of the LTD Plan and maintenance of the LTD benefits applicable to Employees covered by this Collective Agreement shall not be altered except through mutual agreement of the Parties to this Agreement.
- 23.06 An Employee who receives LTD benefits and, who at the commencement of absence due to disability or illness is participating in the Group Life Insurance Plan, shall continue to be covered under these Plans throughout the total period the Employee is receiving LTD benefits and the Employer and Employee premium contributions, if applicable, shall continue.
- 23.07 The employment of an Employee receiving LTD benefits may be terminated when medical evidence indicates that the Employee is unlikely to be able to return to work in the foreseeable future. Although the Employer cannot guarantee reemployment, a concerted effort will be made to locate employment for such a person.

ARTICLE 24 – PAID HOLIDAYS

- 24.01 The following will be observed as paid holidays:

New Year's Day	Labour Day
Family Day	Thanksgiving Day
Good Friday	Remembrance Day
Easter Monday	Christmas Day
Victoria Day	Boxing Day
Canada Day	
Civic Holiday – 1 st Monday in August	

- 24.02 When an Employee works a holiday or a day observed as a holiday the Employee shall receive compensation in accordance with Article 17.05(c).
- 24.03 When a day designated as a holiday under Clause 24.01 falls on an Employee's regularly scheduled day of rest, and the Employee is not required to work, the Employee shall be granted holiday leave on the day observed as the holiday.
- 24.04 Employees whose regular day off falls on the day observed as the holiday shall receive another day off, at a mutually agreeable time, in lieu at their regular rate.
- 24.05 Eligible Employees shall be granted the work days from December 24 to January 2 inclusive as paid Christmas leave. Where operational requirements do not permit, alternate days off shall be arranged by mutual agreement between the Employee and Employer.
- 24.06 The President of the College may designate any other days as paid holidays.
- 24.07 Requests for leave without pay on religious holidays will be considered, provided adequate notice of the request is given.

ARTICLE 25 – ANNUAL VACATION LEAVE

- 25.01 An Employee shall not take vacation leave without prior authorization from the Employer.
- 25.02 Vacation entitlements with pay shall be as follows:
 - (a) an Employee, during the first five (5) years of service, shall earn 1.25 workdays' vacation for each full month of service,
 - (b) an Employee who has completed five (5) years' service shall in subsequent year(s) receive 1.67 workdays' vacation for each full month of service,
 - (c) an Employee who has completed twelve (12) years' service shall in the subsequent year(s) receive 2.08 workdays' vacation for each full month of service,
 - (d) an Employee who has completed twenty-two (22) years' service shall in the subsequent year(s) receive 2.50 workdays' vacation for each full month of service,

an eligible Employee shall earn vacation pro-rated from the date of hire.
- 25.03 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 as may be authorized by the Employer.

25.04 An Employee shall earn vacation leave pursuant to Clause 25.02 when authorized during the following absences:

- (a) financially assisted Education Leave,
- (b) sick leave for the first forty-four (44) consecutive workdays,
- (c) any other leave of absence with or without pay for the first twenty-two (22) workdays.

25.05 Vacation leave may be taken:

- (a) in one continuous period,
- (b) in separate periods of not less than five (5) consecutive workdays,
- (c) in lieu of one (1) five (5) consecutive workday period, five (5) single workdays off or in some other combination provided the total does not exceed five (5) workdays.

25.06 (a) Vacation leave may be taken after it is earned. In the case of personal bereavement or other personal exigency, an Employee who so requests may be authorized to take unearned vacation leave which will be earned during that fiscal year. Any advances in vacation taken by the Employee will result in a corresponding reduction of their vacation entitlement for that fiscal year.

(b) If employment ceases before the Employee has earned enough vacation credits to repay the College for the amount of vacation borrowed, he will pay the College for any deficiency.

(c) The Employer may authorize a carryover of vacation leave. However, any carryover in excess of five (5) days must be approved by the Employer. All vacation leave carried over to the following fiscal year must be taken prior to the end of the fiscal year into which it is carried over.

(d) If the exigencies of an Employee's duties prevent them from taking their vacation leave or part thereof during the following fiscal year, they may be allowed to carry it over to the next fiscal year.

(e) Vacation leave shall not be postponed as provided by (c) and (d) of this Clause in two successive fiscal years.

25.07 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.

- 25.08 When, during a scheduled vacation, an Employee becomes seriously ill or suffers an accident, requiring hospitalization, illness leave may be substituted for vacation days for those days so incapacitated. Medical evidence satisfactory to the Employer shall be provided.
- 25.09 Bereavement leave may be substituted for vacation leave if a member of the Employee's immediate family, as specified in Clause 26.02(a), passes away during the Employee's period of scheduled vacation. Information and/or evidence about the death of the immediate family member, satisfactory to the Employer, may be required.
- 25.10 Once vacations are authorized they shall not be changed, other than in cases of emergency, except by mutual agreement.
- 25.11 An Employee shall not be paid cash in lieu of vacation earned, except upon termination in which case they shall receive vacation pay for such vacation earned but not taken.
- 25.12 The Employer shall, subject to the operational requirements, make every reasonable effort to grant an Employee, upon request, at least two (2) weeks of their annual vacation entitlement during the summer months.
- 25.13 For calculating vacation entitlement pursuant to Clause 25.02, and provided there is no break in service of more than ninety (90) days, years of service will be calculated based on the initial date of employment in any of the following categories: Full-time Permanent, Part-time Permanent, Full-time Continuing Term, Part-time Continuing Term, and Temporary.

ARTICLE 26 – SPECIAL LEAVE

- 26.01 An Employee who requires time off from work may be granted special leave, without loss of pay, upon approval by the Employer. The circumstances under which special leave may be approved are subject to Clause 26.02 and subject to the corresponding yearly maximum number of workdays as follows:
- (a) illness within the immediate family – five (5) days,
 - (b) bereavement within the immediate family – ten (10) days,
 - (c) bereavement – three (3) days,
 - (d) travel time for illness within the immediate family or bereavement – two (2) days,
 - (e) administration of estate – five (5) days,
 - (f) moving household effects – one (1) day,

- (g) disaster conditions – two (2) days,
- (h) write examination(s) for course(s) approved by the Employer – as required,
- (i) time off work for that portion of the workday to attend funerals as pallbearer or mourner,
- (j) be present at birth or adoption proceedings of an Employee’s child – five (5) days,
- (k) attend formal hearing to become Canadian Citizen – one (1) day.

26.02

For purposes of determining eligibility for special leave under Clause 26.01, the following provisions shall apply:

- (a) for the purposes of Clause 26.01(a), 26.01(b) and 26.01(d), immediate family shall mean – spouse (including common-law spouse); child or parent of the Employee or spouse; brother; sister; legal guardian; For Clause 26.01(a) other family members may be considered upon approval by the Employer.
- (b) bereavement – leave of absence will be granted in the event of the death of the Employee’s spouse (including common-law spouse), child, or any of the following relations of an Employee or spouse (including common-law spouse): guardian, grandparent, grandchild, aunt, uncle, brother, sister, nephew, niece or the husband or wife of any of them;
- (c) travel time for illness within the immediate family or for bereavement shall mean for travel where long distances or travel from isolated areas are involved;
- (d) administration of estate shall apply only when an Employee has been designated as an executor of the estate for the deceased;
- (e) moving of household effects shall apply to an Employee who maintains a self-contained household and who changes their place of residence which necessitates the moving of their household effects during their normal working hours. Employees who are required to change their residences shall be able to negotiate the level of support, if any, payable by the College for moving expenses;
- (f) disaster conditions shall apply for a critical condition which requires an Employee’s personal attention in a disaster, which cannot be served by others or attended to by the Employee at a time when they are normally off duty;
- (g) mourner – leave of absence will be granted where operational requirements permit, subject to the approval of the Employer.

- 26.03 The maximum length specified for each circumstance requiring use of special leave shall not be exceeded. However, special leave may be granted more than once for the same circumstances within a fiscal year, provided the total special leave granted does not exceed twelve (12) working days per fiscal year, unless additional special leave is approved by the President or the President's designate. This entitlement will be prorated for those eligible Employees who commence employment other than at the commencement of a fiscal year.
- 26.04 Two (2) weeks' notice may be required for leave requested under Clause 26.01(e), (f), (h), and (k).

ARTICLE 27 – LEAVE WITHOUT PAY

- 27.01 Where operational requirements permit and with the approval of the Employer, leave without pay may be granted in special circumstances to an Employee provided that they have no current or accumulated time off entitlement, exclusive of vacation leave, owing to them. Request for such leave must be submitted at least two (2) weeks in advance of the anticipated date of commencement of such leave, before such request can be considered.
- 27.02 Time limits, pursuant to Clause 27.01, shall be waived when it can be established that the Employee for acceptable reasons was unable to be within the time limit specified.
- 27.03 **Compassionate Care Leave**
- (a) An Employee with an immediate family member in the end-stage of life shall be entitled to leave of absence without pay for a period up to twenty-seven (27) weeks. Immediate family member shall be as defined under Alberta Employment Standards.
 - (b) Employees shall be required to submit to the Employer satisfactory proof demonstrating the need for terminal care leave.
- 27.04 The College will honour the eligible leaves as defined under the Alberta Employment Standards Code not included in this contract.

ARTICLE 28 – MATERNITY/PARENTAL LEAVE

- 28.01 An eligible pregnant Employee who has been employed for at least ninety (90) days is entitled to maternity leave without pay.
- 28.02 The maternity leave is a period of not more than sixteen (16) weeks starting at any time during the twelve (12) weeks immediately before the estimated date of delivery. An Employee on maternity leave must take a period of leave of at least

six (6) weeks immediately following the date of delivery, unless the Employee and the College mutually agree to shorten the period, in which case the Employee must provide a medical certificate indicating that resumption of work will not endanger her health.

- 28.03 A pregnant Employee must provide at least six (6) weeks' written notice of the date she will start her maternity leave. If requested by the Employer, the Employee will provide medical certification giving the estimated date of delivery. Notwithstanding any date initially selected for the start of maternity leave, if an Employee subsequently indicates in writing that she is no longer able to carry out her full normal duties, she may commence her maternity leave at an earlier date.
- 28.04 An Employee not providing sufficient notice will be entitled to maternity leave if, within two (2) weeks after ceasing to work, she provides the College with medical certification indicating that she was unable to work due to a pregnancy related medical condition and the estimated or actual date of delivery.
- 28.05 An Employee will be granted parental leave as follows:
- (a) a period of not more than thirty-seven (37) consecutive weeks immediately following the last day of the maternity leave;
 - (b) a period of not more than thirty-seven (37) consecutive weeks within fifty-two (52) weeks after the child's birth, for a parent who has been employed for at least ninety (90) consecutive days;
 - (c) 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, for an Employee who is an adoptive parent and who has been employed for at least ninety (90) consecutive days.
- 28.06 If two (2) Lakeland College Employees are parents of the same child only one (1) Employee will be granted parental leave at a time.
- 28.07 An Employee must normally provide the College with at least six (6) weeks' written notice of the date they will start parental leave.
- 28.08 Written notice under Clause 25.03 is deemed to be notice of parental leave unless the notice specifically provides that it is not notice of parental leave.
- 28.09 An Employee who does not wish to resume employment after maternity or parental leave must give the Employer at least four (4) weeks' written notice of intention to terminate employment.
- 28.10 An Employee granted maternity and/or parental leave shall be returned to their former position or be placed in another comparable position at the same salary level upon their return to work. The Employee will be required to give two (2) weeks' notice of their intention to return to work. Failure to return to work on

the date specified in the written notice shall constitute an abandonment of position, unless the failure to provide notice or return to work resulted from unforeseeable or unpreventable circumstances.

- 28.11 An Employee, who is medically unable to work due to medical complications during pregnancy, shall be entitled to the provisions of the applicable illness articles.

ARTICLE 29 – COURT LEAVE

- 29.01 When an Employee is summoned or subpoenaed as a witness or a defendant to appear in court in their official capacity to give evidence or to produce College records, they shall be allowed leave with pay, but any witness fee receivable by the Employee shall be paid to the Employer.

- 29.02 When an Employee is subpoenaed as a witness in their private capacity:

- (a) at a location within the Province of Alberta, the Employee shall be allowed leave with pay, but any witness fee receivable by the Employee shall be paid to the Employer.
- (b) at a location outside the Province of Alberta, the Employee may be allowed leave with pay if authorized by the Employer, but any witness fee receivable by the Employee shall be paid to the Employer.

- 29.03 In the event an Employee is summoned for jury duty, the Employee will be granted leave with pay and all fees paid by the Court are to be turned over to the College.

ARTICLE 30 – SHIFT DIFFERENTIAL/WEEKEND PREMIUM

- 30.01 Where, because of operational requirements, Employees are scheduled to work shifts, that Employee shall receive the following shift premium in addition to their regular rate of pay:

One dollar and ten cents (\$1.10) per hour shall be paid to Employees working shifts whereby the majority of such shift falls within the period of 4:00 p.m. and 8:00 a.m.

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

30.03 For the purposes of this Article, a shift refers to the daily equivalent of the normal hours of work as set out in Clause 15.01. An Employee who works less than the daily equivalent of the normal hours of work shall be paid shift differential if they work a minimum of four (4) hours within the period of 4:00 p.m. and 8:00 a.m.

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

ARTICLE 31 – CALL BACK PAY

31.01 Subject to 31.03, when an Employee is recalled by their supervisor to a place of work for a specific work assignment in excess of two (2) hours, they shall be paid at the applicable overtime rate pursuant to Article 17, Overtime.

31.02 Subject to 31.03, an Employee who is called back to duty and works two (2) hours or less shall be compensated at straight time rates for a minimum of three (3) hours, including the time spent on the job and time spent travelling directly to and from work.

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

31.04 When an Employee is called back one (1) or more times during a period in which they are required to be on standby pursuant to Article 33, Standby Pay, the Employee shall be compensated for the full standby period in addition to their compensation entitlement under this Article.

ARTICLE 32 – REPORTING PAY

32.01 A casual Employee shall be paid a minimum of three (3) hours pay if 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 unless they are notified not to report, at least one (1) hour prior to their regular starting time.

32.02 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 their regular rate.

ARTICLE 33 – STANDBY PAY

- 33.01 When an Employee is designated to be immediately available to return to work during a period in which the Employee is not on regular duty, they shall be paid the amount of one-half (1/2) hours pay at their regular rate for each four (4) hours on standby or major portion thereof.
- 33.02 When an Employee, while on standby, is unable to report to work when requested, no compensation shall be granted for the total standby period.
- 33.03 Where operational requirements permit, an Employee shall not normally be required to standby on two (2) consecutive weekends or two (2) consecutive paid holidays.

ARTICLE 34 – WORKERS’ COMPENSATION SUPPLEMENT

- 34.01 If an Employee sustains an injury in the course of their duties with the College which causes them to be absent from work and as a result is eligible to receive Workers’ Compensation, they shall be paid their regular full salary for the periods outlined hereunder:

Terms of Employment	Eligibility Period
Up to and including five (5) years	60 days
Six (6) to ten (10) years	90 days
More than ten (10) years	120 days

- 34.02 If the Employee has not returned to work due to injury when their eligibility period has expired, the Employee shall then be paid according to the rate prescribed by the *Workers’ Compensation Act* and shall be paid any benefit to which the Employee might be entitled under the provisions of the Long Term Disability Plan.
- 34.03 The eligibility period specified in 34.01 shall not apply in the event of a recurrence of a disability due to 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.
- 34.04 When a day designated as a paid holiday under Article 24, Paid Holidays, falls within a period of Workers’ Compensation Supplement, it shall be counted as a day of Worker’s Compensation Supplement, and under no circumstances shall an Employee be authorized both a day(s) of Workers’ Compensation Supplement and a holiday(s) for the same day.

ARTICLE 35 – NOTICE OF RESIGNATION

- 35.01 An Employee is required to provide the Employer with fifteen (15) workdays prior written notice of resignation if they wish to resign in good standing. However, the Employee and the Employer may mutually agree to a shorter notice period.
- 35.02 An Employee who absents himself from their employment and who has not informed the Employer shall, after three (3) consecutive days of such unauthorized absence, be considered to have abandoned their position and will be deemed to have resigned, unless it is subsequently shown by the Employee that special circumstances prevented them from reporting to their place of work.

ARTICLE 36 – LAYOFF AND RECALL

- 36.01 Layoff is defined as a temporary separation from employment as a result of lack of work.
- 36.02 The Employer shall provide twenty (20) workdays written notice to any permanent or temporary Employee to be laid off, or grant ten (10) workdays pay in lieu of notice.
- 36.03 Notwithstanding 36.02, the requirement to provide layoff notice or pay in lieu shall not apply in the event of a staff reduction caused by disasters requiring closure of part or all of the College’s operations.
- 36.04 All Employees laid off shall be placed on a recall list for a period of twelve (12) months. Any layoff for longer than twelve (12) months shall be considered an abolishment of position. An Employee’s name shall be removed from the list on their first refusal to return to work.
- 36.05 In the event of a layoff, permanent Employees in the same job classification at the time of layoff shall be laid off in their reverse order of seniority, or recalled in order of seniority provided there are qualified Employees to do the work.
- 36.06 No new Employee shall be hired into a position if there is an Employee on the re-employment list who possesses qualifications and skills for that position.
- 36.07 In the event a laid off Employee is recalled, they shall receive the same salary rate as they received prior to the layoff, if they are recalled to their former classification.
- 36.08 An Employee who is laid off, or has a break in service, shall receive a record of employment.

ARTICLE 37 – POSITION ABOLISHMENT

- 37.01 When position abolishment occurs in an area with two or more Employees performing similar duties, the College shall consider at least the following in determining the Employee or Employees who shall be retained:
- (a) The ability, qualifications and experience of the Employee as related to the College's present and future needs,
 - (b) The results of formal evaluations, and
 - (c) The Employee's full time equivalent service or seniority.
- 37.02 (a) When the position of a permanent Employee is to be abolished, and the Employee cannot be placed in another position, the College shall give that Employee written notice, or pay in lieu thereof, according to the following schedule. The Union Local 71/004 Chairperson shall be copied on the written notice to the Employee:
- (i) three (3) months, for Employees with less than three (3) years of continuous service;
 - (ii) four (4) months, for Employees with three (3) or more years but less than seven (7) years of continuous service;
 - (iii) six (6) months, for Employees with seven (7) or more but less than ten (10) years of continuous service;
 - (iv) seven (7) months, for Employees with ten (10) or more but less than thirteen (13) years of continuous service;
 - (v) ten (10) months, for Employees with thirteen (13) or more years of continuous service.
- (b) Clause 37.02(a) does not apply to Employees who are laid off more than twelve (12) months under Clause 36.04.
- 37.03 (a) When the Employer has elected to give the Employee notice instead of pay in lieu of notice pursuant to Clause 37.02, the Employee may elect to receive pay in lieu of the remainder of their notice period based on their regular rate of pay. The Employee shall convey their choice in writing to Human Resources within thirty (30) calendar days of receipt of their notice of position abolishment. This thirty (30) day notice period is inclusive of the notice period set out in Clause 37.02.
- (b) When an Employee is to receive pay in lieu of notice, their employment shall be terminated and they shall receive such pay in an amount equal to their regular rate of pay and the number of months (including partial months) remaining in the notice period, but the Employee shall not be

eligible for any other provisions of this Article from the date of conveying their choice.

- 37.04 The Employer agrees that, in the event it becomes necessary to abolish an existing position, every effort will be made to absorb the Employee covered under this Collective Agreement into some other area of the College.
- 37.05 An Employee may elect to compete for a new position in the Employer's service. Where qualifications, ability and experience are equal, the Employee shall be given preference.
- 37.06 Notwithstanding the foregoing provisions, the parties agree that an Employee who refuses to accept a transfer to another comparable position with no loss in pay shall not be entitled to benefits outlined in 37.02(a).

ARTICLE 38 – JOB OPPORTUNITIES

- 38.01 All vacancies in positions covered by this Collective Agreement shall be posted five working days on the bulletin boards and electronic bulletin board. Where the competition is advertised externally, the vacancy will be posted internally at the same time.
- 38.02 Where the qualifications, ability and experience of candidates are relatively equal, the Employer shall give preference to:
- (a) present, suitably qualified Employees over outside applicants, and then to
 - (b) suitably qualified individuals no longer employed by the College and who have had their position abolished within the previous three (3) month period. During this period, notice of relevant job opportunities will be sent to these individuals.

Individuals in receipt of a severance payment and subsequently rehired in any capacity by the College, shall not be paid twice for the same period of time.

All else being equal, full time equivalent service or seniority shall prevail.

- 38.03 Upon being promoted or transferred to a new position, an Employee may be required to serve a trial period of up to six (6) months. If the Employer deems the Employee is unsatisfactory for the position, they shall be reinstated to their former or an equivalent position. The equivalent position shall be one with not less than the former rate of pay and shall normally be at the same work location.
- 38.04 An Employee who has applied for a position vacancy and was unsuccessful shall receive notification from the Employer within five (5) working days after the successful candidate's acceptance of the position.

ARTICLE 39 – ACTING INCUMBENT

- 39.01 To receive acting incumbency pay, an Employee shall be designated in writing by the Employer, to perform the principal duties of the higher level position for a minimum period of five (5) consecutive workdays, during which time the Employee may also be required to perform some of the duties of their 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.
- 39.02 Where an Employee qualifies in an acting incumbency position, they shall receive a minimum of five percent (5%) of their current salary in addition to their regular salary, or the minimum salary assigned to the position; whichever is the higher, provided the maximum salary assigned to the new position is not exceeded.
- 39.03 It is understood that normally only one acting incumbent may be designated as a result of anyone Employee's absence.
- 39.04 When an Employee who has been serving in an acting capacity returns to their regular position, the Employee's salary and anniversary day shall be readjusted to that which would be in effect if they had continuously occupied their regular position.

ARTICLE 40 – PROBATIONARY EMPLOYEE AND PERIOD

- 40.01 Employees shall serve a probationary period during their initial period of employment.
- 40.02 An Employee who has previously been employed by the College may, at the discretion of the President, have such previous employment considered as part of the probationary period as specified for the classification.
- 40.03 The period of probation shall start on the date of commencement and shall be six (6) months, subject to 40.05.
- 40.04 The probationary period for an Apprentice shall be twelve (12) months.
- 40.05 The Employer may extend a probationary period, after consultation with the Union.

ARTICLE 41 – PERSONAL FILE

- 41.01 The Employer agrees that access to an Employee's personal file shall be provided to the Employee, upon request, once in every year, and in the event of a grievance. The Employee may request a representative of the Union to be present at the time of such examination.
- 41.02 The personal file referred to in this Article is the personal file of an Employee maintained by the Human Resources office. 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 Employee eligibility for Long Term Disability Insurance, or an assessment of an Employee by a counseling unit shall be contained in this file.

ARTICLE 42 – CLASSIFICATION

- 42.01 (a) The Employer, at its discretion, may establish new job classifications or alter existing job classifications and set the salaries and the terms and conditions of employment related thereto and/or recommend the exclusion of an Employee from a job classification, provided however, the Employer shall forthwith give written notice to the President of the Union of the foregoing.
- (b) The Union may request a meeting with the Employer to discuss their proposals of 42.01(a) within fourteen (14) days of receipt of the Employer's proposal.
- (c) Where the Employer and the Union cannot agree on the inclusion or exclusion of an Employee from a job classification and/or the parties cannot agree on the proposed salary, the Union shall serve written notice on the Employer, within fifteen (15) working days of the date of the meeting of 42.01(b) or if there is no meeting pursuant to 42.01(b) within fifteen (15) days of receipt of the Employer's proposal, of the Union's intention to have the proposed salary determined by arbitration or the proposed exclusion determined by the Public Service Employee Relations Board pursuant to the *Public Service Employee Relations Act*.
- 42.02 When the Union fails to process the matter within the time limits specified in Clause 42.01, the matter will be deemed to have been abandoned. Time limits under this Article may be extended by mutual agreement between the parties provided such agreement is in writing.
- 42.03 Notwithstanding Clause 42.01 above, if the Employer informs the Union that a new job classification has been established or an existing job classification has been altered after either party has served notice to commence collective bargaining pursuant to Section 20 of the *Public Service Employee Relations Act*, the

question of salaries and overtime shall be dealt with through the collective bargaining process.

- 42.04 (a) When an Employee considers that the duties and/or responsibilities of their position have materially changed since the last review, the Employee may submit a request in writing to the Human Resource Department for reclassification accompanied by documentation outlining the changes to the duties and responsibilities, and an updated job description. The Employee and manager shall jointly participate in facilitating these requirements.
- (b) Such a request for a classification review may be submitted, providing the last review of the position was completed, and if applicable, an appeal decision rendered, at least twelve (12) months prior to the request.
- (c) The Employer shall review and respond within thirty (30) days from the receipt of the written request. An additional sixty (60) days from the initial response will be allowed for the purpose of conducting the classification review and issuing a decision.
- 42.05 (a) An Employee wishing to appeal a classification decision pursuant to Clause 42.04 shall submit a request in writing to the Director, Human Resources within twenty-one (21) days.
- (b) The Director, or their designate(s), shall review the request and a written decision will be provided to the Employee within sixty (60) days of receipt of the appeal.
- (c) An Employee wishing to appeal the decision pursuant to Clause 42.05(b) shall within a further twenty-one (21) days submit a request for an appeal hearing to the President.
- 42.06 The President, or a Vice President, within thirty (30) days of receipt of the request for an appeal hearing, shall hear the appeal. The Employee shall have the opportunity to be accompanied by a Union Steward or Union Staff member. The President, or a Vice President, will issue a written decision to the Employee within sixty (60) days of receipt of the appeal. This decision shall be final and binding on all concerned.
- 42.07 In the event the request for a reclassification is granted to a position with a higher basic rate of pay, the decision shall be retroactive to the date the request was submitted.
- 42.08 The Employer agrees to provide each Employee with a copy of their job description upon commencement of employment.
- 42.09 An Employee whose position is reclassified or who is promoted to a class with a higher salary assignment shall be paid a rate in the higher classification which

must be at least a full increment higher than their present rate of pay, but not less than the minimum nor higher than the maximum of the new classification.

The Employee's anniversary date shall not change unless:

(a) the Employee is six (6) months or more away from their next annual salary increment

OR

(b) the Employee is less than six (6) months away from their next annual salary increment if they receive a salary increase of two (2) increments or more.

42.10 An Employee whose position is reclassified to a lower salary assignment, through no fault of their own, shall not suffer a loss in pay.

42.11 Contingent on the College identifying to the Union the need for a market related adjustment to a position, the College retains the right to implement, amend, or discontinue a market adjustment to be paid as an addition to an Employee's salary as set out in this agreement. When the amount of the market adjustment is to be reduced or discontinued, the College shall provide the affected Employee with at least three (3) months' written notice of the change.

ARTICLE 43 – SAFETY AND HEALTH

43.01 The Employer and the Union agree to participate in a Joint Safety Committee with the respective number of representatives mutually agreed upon by the parties. Failing mutual agreement, there will be equal representation from the parties. Quorum for the Joint Safety Committee meeting shall consist of at least one representative from the Employer and one from the Union.

43.02 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.

43.03 The Employer or its designate shall notify the President of the Union or their designate immediately when the Employee is made aware of the occurrence on the job of a fatal accident or the serious injury of an Employee.

43.04 The success of the Lakeland College Safety Program depends on the active participation of everyone. If any concerns arise with respect to the Safety Program or the operation of this Article, this matter shall be referred to the Joint Occupational Health, Safety and Fire Committee for resolution and not by way of the grievance procedure.

43.05 Each Employee and Supervisor shall take reasonable care for the protection of public and Employee health and safety in the operation of equipment and the storage or handling of materials and substances as required by the *Occupational Health and Safety Act*.

43.06 An Employee shall immediately notify their Supervisor when they have an accident at a work site that results in injury or that has the potential of causing serious injury. An Employee who becomes aware of a health and safety concern at their work site shall immediately notify their Supervisor.

ARTICLE 44 – PARKING

44.01 An Employee shall not be charged a fee for unreserved parking space.

ARTICLE 45 – TRAVEL, SUBSISTENCE, MILEAGE AND MOVING ALLOWANCES

45.01 An Employee who is required to travel on College business or who is relocated, or who otherwise incurs expenses on behalf of the College, shall be entitled to claim expenses and allowances as established by Board regulations for all College Staff.

ARTICLE 46 – EMPLOYMENT INSURANCE PREMIUM REDUCTION OR REBATE

46.01 The Employer shall retain the full amount of any premium reduction or rebate allowable on employment insurance by the Employment Insurance Commission which is granted as a result of the benefits covering Employees to which this Collective Agreement applies.

46.02 The premium reduction or rebate referred to in Clause 46.01 shall be recognized as the Employee's contribution toward the benefits provided.

ARTICLE 47 – HEALTH PLAN BENEFITS

47.01 The Employer will maintain an Extended Health Care Insurance Plan for Employees as governed by Article 3, Application. The premium costs will be paid by the Employer as follows:

- (a) the cost of the family premium where the Employee and eligible dependents are covered under the Plan, or
- (b) the cost of the single premium where only the Employee is covered under the Plan;

- (c) notwithstanding, the Employer shall be obligated only to pay a monthly premium cost up to the maximum of the monthly premium cost as of June 30, 2014, for each participating Employee.

47.02 An Employee on College business outside Canada who becomes ill and requires medical attention and/or hospitalization shall be reimbursed, upon production of receipts, for such charges that are in excess of those allowed by the Alberta Health Care Insurance Commission.

47.03 Subject to the administrative guidelines, Permanent, Continuing, and Temporary Employees may be eligible to receive combined Health Spending Account/Wellness Spending Account (HSA/WSA) with the following annual maximums effective August 1, 2019:

Full-Time Permanent	Family - \$950	Single - \$550
Part-Time Permanent	Family - \$570	Single - \$285
Full-Time Continuing Term or Temporary	Family - \$715	Single - \$360
Part-Time Continuing Term	Family - \$430	Single - \$215

- (a) The guidelines for the HSA portion of this account remain unchanged from previous. For the WSA, Product Categories will include the following:

Health Support	Fitness and Sports Activities
Fitness and Sports Equipment	Family Care
Financial Contributions	Legal and Financial Advice
Recreational and Leisure Activity	

- (b) By June 30th of each year, Employees eligible for the HSA/WSA account will make an allocation for utilization of their HSA/WSA credits for the next benefit year (August 1 – July 31). Any Employees that do not respond by June 30th will have all credits assigned to the HSA portion of this account only.
- (c) Any unused allocations in an Employee’s HSA/WSA as of July 31st of each year will have credits carried forward to the next benefit year, for a maximum of one year.
- (d) Where the Employer chooses to contract with an insurer for the administration of the HSA/WSA, the administration of the Account shall be subject to and governed by the terms and conditions of the applicable contract. A copy of this contract shall be provided to the Union.

ARTICE 48 – DENTAL

- 48.01 The Employer will maintain a dental plan for Employees with premium costs being paid by the Employer.
- Notwithstanding, the Employer shall be obligated only to pay a monthly premium cost up to the maximum of the monthly premium cost as of June 30, 2014, for each eligible Employee.
- 48.02 The Plan shall provide coverage as follows:
- (a) For eligible full-time permanent bargaining unit Employees of Lakeland College and their eligible dependents:
 - 100% coverage Minor Treatment;
 - 80% coverage Major Treatment;
 - 50% coverage Orthodontic Treatment;
 - (b) For eligible part-time permanent bargaining unit Employees of Lakeland College and their eligible dependents:
 - 50% coverage Minor Treatment;
 - 40% coverage Major Treatment;
 - 25% coverage Orthodontic Treatment;
- 48.03 The benefit payment under the Plan is two thousand (\$2,000) for full-time and one thousand (\$1000) for part-time permanent per covered person per benefit year.
- 48.04 An AUPE may become eligible to participate in the Dental Plan on the first day of the month following the date that the AUPE member completes twelve (12) consecutive calendar months of employment with Lakeland College.
- 48.05 A position, as defined in Article 1, Definitions, of this Lakeland College Agreement, shall be eligible to participate in the dental plan provided they have completed a period of twelve (12) consecutive calendar months of employment with Lakeland College.
- 48.06 The Plan shall not cover the cost of any dental services provided prior to the date an AUPE member and the AUPE member's dependents, if any, become eligible for coverage.
- 48.07 While this Article provides a general description of the Dental Plan, the eligibility for and the entitlement to benefits will be governed by the Dental Plan document which contains all governing terms of the Dental Plan. The Employer shall provide the Union with a copy of the Dental Plan document.

ARTICLE 49 – INSURANCE

49.01 Group Life:

- (a) The eligibility of Employees to participate in the Group Life Insurance Plan is subject to Article 3, Application, and participation is a condition of employment for all eligible Employees who commenced employment on or after December 1, 1971.
- (b) The Employer and Employee shall share the premium costs as follows:
 - (i) the Employer shall pay fifty percent (50%) of the monthly premium;
 - (ii) The Employee shall pay fifty percent (50%) of the monthly premium.
 - (iii) Notwithstanding, the Employer shall be obligated only to pay a maximum of fifty percent (50%) of the monthly premium as of June 30, 2014.
- (c) The amount of benefit payable for an accidental death shall be called the Principal Sum and shall be equal to the Employee's Group Basic Life Insurance coverage to a maximum of one hundred thousand dollars (\$100,000).
- (d) The Schedule of Insurance for an Employee who is eligible to participate pursuant to (b) above shall be two and one-half (2½) times regular annual salary rounded out to the next highest one thousand dollars (\$1,000) up to a maximum coverage of one hundred thousand dollars (\$100,000).

49.02 Accidental Death or Dismemberment:

- (a) The Employer shall maintain a master insurance policy for all Employees covered by this Collective Agreement for occupational Accidental Death and Dismemberment resulting from accidental injury. The total premium cost of this policy shall be paid by the Employer. The Employer shall provide the Union with a copy of the policy and any letter of intent issued by the Insurer.
- (b) The amount of benefit payable for an accidental dismemberment shall be a percentage of the Principal Sum as outlined in the Master Policy, except that for casual Employees (for which no Group Basic Life Insurance exists) the amount of Benefit payable shall be a flat ten thousand dollars (\$10,000).

49.03 The Employer shall provide general liability insurance coverage for all Employees covered by this Collective Agreement while engaged in the scope of their regular work duties. Coverage provided will be in accordance with the

terms and conditions of the Master Comprehensive General Liability Policy of which the Employer is the policyholder.

ARTICLE 50 – TOOLS

50.01 Bench and hand tools, including special or unusual tools, shall be supplied by the Employer as required.

ARTICLE 51 – UNIFORMS AND PROTECTIVE CLOTHING

51.01 Where the Employer determines that uniforms, coveralls, smocks or other such items are required for the protection of the Employee's personal garments, they shall be provided, replaced or cleaned as determined by the Employer. All such items remain the property of the College.

51.02 Protective clothing and safety equipment shall be provided by the Employer as required by Part 18 the *Occupational Health and Safety Code* and the regulations thereto.

51.03 With production of a receipt, an annual allowance of up to one hundred and fifty dollars (\$150.00) shall be provided to Employees where the need for safety footwear has been determined by the Joint Occupational Health, Safety and Fire Committee. This amount may be carried over to the following year with the limit then being three hundred dollars (\$300.00).

ARTICLE 52 – EFFECTIVE DATE AND TERM OF AGREEMENT

52.01 This Collective Agreement shall be effective from the date of signing, and shall remain in full force and effect until June 30, 2020, and shall continue in force from year to year thereafter until a replacement Collective Agreement is established under the *Public Service Employee Relations Act*.

ARTICLE 53 – PRINTING OF AGREEMENT

53.01 The College shall forward to the Union the prepared Collective Agreement for proofreading and signature.

53.02 The Parties shall share equally the cost of printing sufficient copies to provide each present and new Employee with one (1) copy of the Collective Agreement, plus fifty (50) additional copies each for the College and the Union.

53.03

The Union shall return the finalized Collective Agreement to the College for signature and printing within fifteen (15) working days of receipt of the document referenced in 53.01 above.

LETTER OF UNDERSTANDING #1

BETWEEN

LAKELAND COLLEGE

AND

ALBERTA UNION OF PROVINCIAL EMPLOYEES
LOCAL 071 CHAPTER 004


RE: CONTRACTING COLLEGE SERVICES

Where the contracting of College services will cause job loss for permanent Employees covered by this Collective Agreement, the Employer agrees to meet and discuss reasonable measures and alternatives with the Union, based on the following principles:

- (a) the Union will be provided with as much notice as possible and with a minimum of ninety (90) calendar days' notice. The Union will be provided an opportunity to discuss any planned intent to contract out;
- (b) in reviewing contracting out, where it may be feasible that the work can be performed by bargaining unit Employees, the parties agree to work together towards accomplishing this goal;
- (c) the Union is prepared to examine ways to deal with barriers that cause the Employer to contract out work.



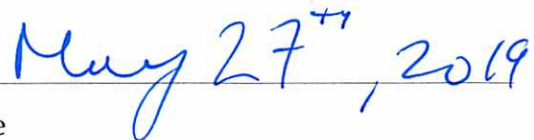
On behalf of the Employer



Date



On behalf of the Union



Date

LETTER OF UNDERSTANDING #2

BETWEEN

LAKELAND COLLEGE

AND


ALBERTA UNION OF PROVINCIAL EMPLOYEES
LOCAL 071 CHAPTER 004

RE: JOB TRAINING

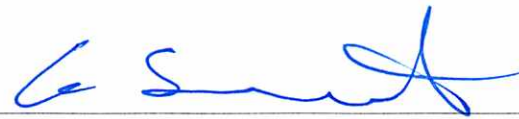
The Employer agrees to seek the involvement of AUPE Employees on committees established to review and make decisions regarding professional development opportunities for AUPE members.



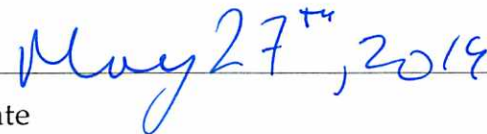
On behalf of the Employer



Date



On behalf of the Union



Date

LETTER OF UNDERSTANDING #3

BETWEEN

LAKELAND COLLEGE

AND

ALBERTA UNION OF PROVINCIAL EMPLOYEES
LOCAL 071 CHAPTER 004


RE: STUDENT PAY RATES

Notwithstanding other articles or Schedule A or this Collective Agreement, the parties agree that students, exclusive of student assistants, shall be compensated at fifteen dollars (\$15.00) per hour, effective October 1, 2018. In addition to their hourly rate of pay, these students will receive a payment equivalent to eleven point two (11.2%) percent of their regular earnings, in lieu of paid holidays and vacation entitlements.

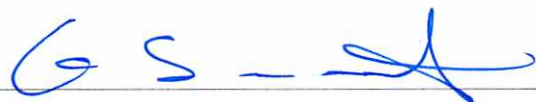
Students shall pay union dues in accordance with Article 9, Union Membership and Dues Check-off.



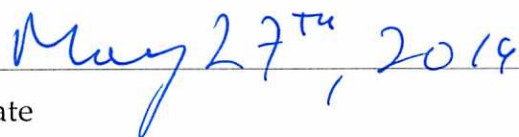
On behalf of the Employer



Date



On behalf of the Union



Date

LETTER OF UNDERSTANDING #4

BETWEEN

LAKELAND COLLEGE

AND

ALBERTA UNION OF PROVINCIAL EMPLOYEES
LOCAL 071 CHAPTER 004

RE: TIME OFF FOR CHAPTER CHAIR

The Chairperson of the Chapter shall be relieved of their regularly assigned duties for up to 3.5 hours per week to attend to the Chapter Union business with no loss in pay. Time taken for such business should be planned in such a way as to minimize the effect on the Employee's work unit, should be approved in advance by the Employee's supervisor, and should not accumulate.

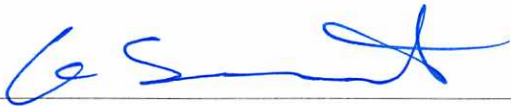
This letter will be in effect during the life of this Collective Agreement.



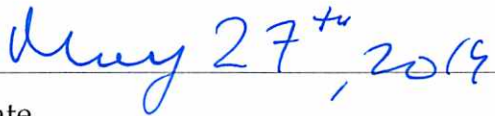
On behalf of the Employer



Date



On behalf of the Union



Date

CLASSIFICATIONS AND PAY

- i. Year 1: Effective July 1, 2017 – 0%
- ii. Year 2 Effective July 1, 2018 – 0%
- iii. Year 3: Effective July 1, 2019 – Wage Re-Opener

The Parties agree that the only items open for negotiation shall be the general salary adjustment in the Salary Appendices of the Collective Agreement. This re-opener shall not be construed in any way as “opening the Agreement” for negotiations on any other issues by either side. These negotiations may begin no sooner than September 30, 2019.

If the Parties have not been able to agree upon the general salary adjustment, at any time after November 30, 2019, either Party may give written notice to the other Party of its desire to submit resolution of the wage adjustment to interest arbitration before a three member panel compromised of a nominee of both, parties and a mutually acceptable Chair. If the Parties are unable to agree upon the Chair, the Director of Mediation Services shall appoint one.

The arbitration shall be held by no later than January 30, 2020. In reaching its decision, the arbitration panel shall consider the matters identified in section 38 of the *Public Sector Employee Relations Act* (PSERA).

Schedule A

July 1, 2017 to June 30, 2019

Grid "A"

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
0	17,704	19,179	20,654	22,130	23,606	25,079	26,556
1	28,626	29,753	30,920	32,135	33,399	34,709	36,074
2	30,343	31,535	32,775	34,063	35,400	36,791	38,238
3	32,165	33,428	34,742	36,107	37,525	38,999	40,532
4	34,093	35,435	36,825	38,271	39,777	41,341	42,966
5	36,138	37,560	39,036	40,571	42,164	43,821	45,543
6	38,307	39,814	41,377	43,004	44,693	46,451	48,275
7	40,606	42,201	43,861	45,586	47,374	49,237	51,173
8	43,042	44,734	46,491	48,319	50,218	52,190	54,244
9	45,625	47,418	49,281	51,219	53,231	55,322	57,497
10	48,362	50,264	52,237	54,293	56,426	58,641	60,945
11	51,264	53,280	55,374	57,549	59,810	62,161	64,604
12	54,339	56,474	58,696	61,002	63,398	65,891	68,479
13	57,601	59,863	62,216	64,661	67,201	69,844	72,586
14	61,056	63,456	65,950	68,542	71,235	74,033	76,947
15	64,717	67,264	69,908	72,654	75,509	78,476	81,561

Grid "B"

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
0	37,604	39,082	40,618	42,215	43,874	45,598	47,390
1	39,878	41,445	43,074	44,767	46,526	48,354	50,255
2	42,273	43,932	45,658	47,454	49,318	51,255	53,268
3	44,807	46,567	48,396	50,300	52,276	54,330	56,463
4	47,496	49,361	51,300	53,318	55,415	57,589	59,854
5	50,345	52,323	54,380	56,514	58,738	61,046	63,445
6	53,365	55,464	57,642	59,908	62,265	64,708	67,252
7	56,566	58,791	61,100	63,502	65,998	68,591	71,287
8	59,961	62,318	64,766	67,310	69,956	72,703	75,562
9	63,560	66,057	68,651	71,350	74,154	77,067	80,098
10	67,373	70,021	72,771	75,631	78,602	81,690	84,902

SCHEDULE B

GRID "A" CLASSIFICATION LEVELS AND POSITIONS

LEVEL 2

LEVEL 3

LEVEL 4

LEVEL 5

Bookstore Clerk

- * Campus Patrol Officer

LEVEL 6

Bookstore/Print/Mail Clerk

Fund Development Assistant

Pesticides Assistant

Print/Mail Clerk

Receptionist/Recruitment Communications Assistant

Services Representative

LEVEL 7

Accounts Payable Clerk

Accounts Receivable Clerk

Administrative Assistant, Agricultural Sciences (Farm Office)

Administrative Assistant, Facilities & Infrastructure

Administrative Assistant, Information Technology

Administrative Assistant, Pesticides

Administrative Assistant, Residence Services

Administrative Assistant, Technical Services

Cashier/Billing Clerk

Event Services Assistant

International Program Assistant

Marketing & Communications Assistant

Registration Clerk

Training Programs Assistant

LEVEL 8

Accounts/Registration Clerk
Administrative Assistant, Business
Administrative Assistant, Business & Continuing Education
Administrative Assistant, Energy
Administrative Assistant, Environmental Sciences
Administrative Assistant, Health & Safety
Administrative Assistant, Health, Wellness & University Transfer
Administrative Assistant, Recreation
Administrative Assistant, Teaching & Learning Commons
Administrative Assistant, Teaching & Learning Commons – Vermilion
Administrative Assistant, Trades & Technology
Finance Clerk
* Grounds Irrigation, Turf & Road Technician
* Grounds Tree Care & Equipment Technician
Head Lifeguard
Recreation Programmer
Shipping/Receiving Clerk
Student Records – Extension Programs
Student Records & Timetabling Advisor
Student Support & Account Advisor

LEVEL 9

Administrative Assistant to the Dean, Agriculture Sciences
Administrative Assistant to the Dean, Energy
Administrative Assistant to the Dean, Environmental Sciences
Administrative Assistant, Office of the Registrar
Admissions Advisor
Admissions Facilitator, Residence Services
Biology Laboratory Technician
Chemistry Laboratory Technician
Communications & Digital Media Associate
Dairy Herdsperson
Emergency Training Registration Representative
Financial Aid & Awards Advisor
Financial Systems Officer
Landscape and Equipment Maintenance Technician
Library Technician
Pesticides Office Coordinator
Program Facilitator, Sign Language & Deaf Studies
Timetabling/Apprenticeship Registration Coordinator

Level 10

Administrative Assistant to the Dean, Business & Continuing Education
Administrative Assistant to the Dean, Emergency Training Centre
Administrative Assistant to the Dean, Health, Wellness & University Transfer
Administrative Assistant to the Dean, Teaching & Learning
Administrative Assistant to the Dean, Trades & Technology
Administrative Assistant, Agricultural Sciences
Agricultural Sciences Laboratory Technician

- * Agricultural Technician
- Aquatic Supervisor
- Be Fit for Life Coordinator
- Computer/Network Technician
- Contract & Procurement Officer
- * Coordinator, Campus Supervision
- Course Development & Accreditation Coordinator
- Curriculum Database Specialist
- Distance Learning Facilitator
- Environmental Sciences Laboratory Technician
- ETC e-Learning & Course Development Coordinator
- Graphic Design & Copy Specialist
- Graphic Designer
- Horticultural Technician
- International Recruitment & Student Coordinator
- Logistics Facilitator
- Marketing & Stewardship Specialist
- Research & Marketing Facilitator
- Residence Life & Conference Facilitator
- Residence Life Facilitator
- Social & Digital Media Specialist
- Student Accounts Coordinator
- Student Employment Advisor

Level 11

- Academic Technology Services Facilitator
Admissions Coordinator
Auto/Diesel Educational Laboratory Technician
Carpentry/Interior Design Laboratory Technician
- * Dairy Unit Coordinator
 - Electrical/Instrumentation Laboratory Technician
 - Enrolment Specialist
 - Facilities Infrastructure Assistant
 - Institutional Reporting Officer

Level 11 (cont'd)

Payroll Officer
Recruitment Advisor
Researcher/Technical Writer
Steam Laboratory Coordinator
Tool Crib/Laboratory Technician
Welding Educational Laboratory Technician

Level 12

Academic Advisor
Academic Advisor, Agricultural Sciences
Associate Registrar – Admissions
Associate Registrar – Registration & Records
Bookstore Supervisor
Computer/Network Technician II
* Continuing Education Program Coordinator
Coordinator, Event Services
Coordinator, Fund Development Systems
Coordinator, University Studies Laboratories
* Grounds Supervisor
IT Support Team Lead
Microsoft Support Specialist
Recruitment/Enrolment Supervisor
Research Compliance Coordinator
Website Coordinator
Wellness Advisor

Level 13

Accessibility Advisor
* Business Industry Development Coordinator, Emergency Training Centre
* Business Industry Development Coordinator, Trades & Technology
Coordinator, Athletics Promotions
Coordinator, Learner Pathways
Coordinator, Recreation & Athletics Operations
Market Development Officer
Print/Mail Supervisor
Senior Communications Specialist

Level 14

Coordinator, Continuing Education

Security Operations Analyst

Senior Academic Advisor

Senior Programmer Analyst

Level 15

* Coordinator, Landscape & Horticulture Sustainability

Coordinator, Residence Services

GRID "B" CLASSIFICATION LEVELS AND POSITIONS

Level 0

- * Building Custodian

Level 1

Level 2

Level 3

- * Extinguisher & High Pressure Cylinder Technician

Level 4

- * Building Custodian/Site Team Lead
- * Maintenance Service Worker

Level 5

- * Operations Technical Support Worker

Level 6

- * Apparatus & Field Technician
- * Painter
- * SCBA/Emergency Services Inventory Technician

Level 7

- * Electrician
- * Fleet Repair & Maintenance Technician
- * Fleet Repair Technician
- * Plumber/Gasfitter

Level 8

- * HVAC Heating Plant Operator

Level 9

Level 10

- * Supervisor, Vermilion Maintenance
- * Supervisor, Custodial Services

*Those positions marked with an asterisk * indicate a 40 hour work week.*

Positions listed include only: Permanent – Full & Part Time and Continuing Term – Full & Part Time

IN WITNESS WHEREOF, the Parties have executed this Collective Agreement by affixing hereto the signatures of their proper officers in that behalf.

Signed this 27th day of May, 2019.

ON BEHALF OF LAKELAND COLLEGE

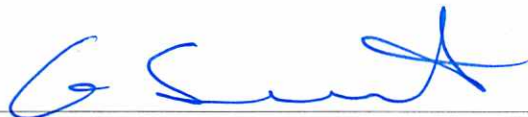




WITNESS

WITNESS

ON BEHALF OF THE ALBERTA UNION OF
PROVINCIAL EMPLOYEES





WITNESS