



# **COLLECTIVE AGREEMENT**

**BETWEEN**

**NORQUEST COLLEGE**

**AND THE**

**ALBERTA UNION OF PROVINCIAL EMPLOYEES**

**LOCAL 071 CHAPTER 010**

**JULY 1, 2017 TO JUNE 30, 2020**

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COLLECTIVE AGREEMENT

BETWEEN:

**NorQuest College**

(hereinafter referred to as the "College")

of the first part

and

**The Alberta Union of Provincial Employees**

(hereinafter referred to as the "Union")

of the second part

**PREAMBLE**

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

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

AND WHEREAS, the Parties support the mission of the College to enable Albertans to be more effective members of society through the development of appropriate attitudes, knowledge and skills and through accessible and responsive programs with personalized and supportive services.

NOW THEREFORE, the Parties mutually agree as follows:

## ARTICLE 1

### Definitions

1.01 In this Collective Agreement, unless the context otherwise requires:

- (a) A word used in the singular may also apply in the plural;
- (b) "College" means NorQuest College or any person acting on behalf of the College, as the context of this Collective Agreement may require.
- (c) "Employee" means a person employed by the College who is in the bargaining unit covered by this Collective Agreement and who is employed in one of the following categories:
  - (i) "Permanent Employees" means employees who have completed the probationary period and who are employed in permanent positions. A "Permanent position" means a position designated by the College as continuing to meet ongoing operational requirements. Permanent positions may be Full-time or Part-time. A Part-time permanent position requires a regular work schedule which is at least one-half (1/2) the hours of a comparable Full-time permanent position.
  - (ii) "Term Employees" means employees who are employed in term positions. A Term Employee's employment terminates at the conclusion of the Employee's current term position assignment. A "Term position" means a position designated by the College as a project or replacement position or term-certain for other specified reasons, having a set expiry date. A term position shall be at least six (6) months in duration and may be Full-time or Part-time. A Part-time term position requires a regular work schedule which is at least one-half (1/2) the hours of a comparable Full-time term position.
  - (iii) "Casual Employees" means employees employed to meet short term staffing needs, and/or less than half-time employment, and/or where the number of days, weeks, or months required is irregular.
  - (iv) "Probationary Employee" means an Employee employed in a permanent or term position, who during their initial period of employment is serving a probationary period.
- (d) "Union" means the Alberta Union of Provincial Employees;
- (e) "Union Representative" means a Staff Member employed by the Union, and authorized by the Union to act on behalf of a Member of Local 071/010.

- (f) "Union Steward" means a Member of Local 071/010 who has completed the required AUPE courses and training necessary to be registered by the Union to provide Union representation to Members.

## ARTICLE 2

### Terms of Employment

- 2.01 The College during the life of this Collective Agreement may with the agreement of the Union:
- (a) alter rates of Employee compensation, or,
  - (b) alter any Employee entitlement or Employee rights which are contained within this Collective Agreement and upon such agreement these changes shall become the rates, entitlements, or Employee rights.

## ARTICLE 3

### Management Recognition

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

## ARTICLE 4

### Union Recognition

- 4.01 The College recognizes the Union as the exclusive bargaining agent for all Employees within the scope of Alberta Labour Relations Board Certificate Number E218-99, namely, "All non-academic employees" except those employees excluded by written agreement between the parties.
- 4.02 The Collective Agreement does not apply to the following:
- (a) Students on paid work experience programs who would not normally work for more than one (1) term and would not replace an Employee covered under this Collective Agreement.
  - (b) Persons employed under special or wage subsidy cost-shared programs funded in whole or in part by Municipal, Provincial and/or Federal Government(s) such as STEP.
- 4.03 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.

- 4.04 (a) The College will work with the Chapter in establishing the appropriate hyperlink between the College web page and the AUPE web page. The College shall notify the Chapter Chair if the material posted on the AUPE Chapter website contains information the College identifies as inappropriate or damaging to its reputation and image/brand. While the identified information remains on the Chapter website, the College reserves the right to remove the webpage link. Upon removal of the identified information from the Chapter website, the link will be re-established.
- (b) Upon prior approval of the text, the College will provide access to its electronic communication (e-mail and/or intranet) systems for the use by the Union to disseminate information to its members. The text of such information shall be submitted to the College for approval prior to its communication and a decision shall be provided within twenty-four (24) hours of the time of submission.

#### ARTICLE 5

##### Legislation and The Collective Agreement

- 5.01 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.
- 5.02 Where a difference arises out of the provisions contained in an Article of the Collective Agreement, and the subject matter is also covered in College regulations, guidelines or directives, the Collective Agreement shall supersede the regulation, guideline or directive.

#### ARTICLE 6

##### Union Membership and Dues Check-off

- 6.01 All Employees covered by this Agreement shall become members of the Union as a condition of employment. An Employee who has a religious objection to becoming a member of the Union shall be permitted to opt out of membership by providing the Union with a signed statutory declaration outlining the objection within sixty (60) consecutive calendar days from the date of commencement of employment, but such Employee shall continue to pay Union dues.
- 6.02 All Employees covered by this Collective Agreement shall be required to pay Union dues as a condition of employment. The College shall, therefore, deduct Union dues from the pay of all Employees covered by this Collective Agreement. The Union shall advise the College, 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 College at least thirty (30) calendar days prior to the effective date of the change.

- 6.03 The College shall remit Union dues deducted from the pay of all Employees to the Union by the first working day after the fifteenth calendar day in the following month. Where an accounting adjustment is necessary to correct an over or under payment of dues, it shall be effective in the succeeding month. The deductions remitted shall be accompanied by particulars identifying each Employee by name, starting date, classification, employee category (Permanent/Term/Casual/or Probationary), last known address and amount of union dues deducted. Further, the College shall provide to the Union, on a monthly basis, a list containing the name and last known address of current recipients of long-term disability insurance.
- 6.04 The Union agrees to indemnify and save the College harmless against any claim or liability arising out of the application of this Article.

#### ARTICLE 7

##### College - Union Relations

- 7.01 The College will grant Union Representatives access to its premises for a specific purpose provided prior approval has been obtained. When investigating a grievance which requires meeting with a grievor or another Employee, an appointment with the grieving Employee or their immediate Supervisor will be obtained through the College.
- 7.02 Upon being hired, all Employees shall be provided an electronic copy or, upon request, a hardcopy of the Collective Agreement by the College. The College and the Union shall mutually determine the required number of copies of the Collective Agreement and shall equally cost-share the printing of the documents. The Chapter Chair will provide hardcopies of the Collective Agreement to existing Employees and any other materials the Union deems necessary.

#### ARTICLE 8

##### Union Stewards

- 8.01 The College acknowledges the right of the Union to register Employees in the bargaining unit as Union Stewards.
- 8.02 (a) The Union shall determine the number of Union Stewards, having regard to the plan of organization and the distribution of Employees at the workplace. When difficulties arise, the Union and the College shall consult in order to resolve the difference.



- (b) The Chapter Chair will provide to the College annually, a complete list of those employees of the College that the Union has registered to be Union Stewards. The Chapter Chair will ensure the College is notified of any additions or deletions to the Union Steward's list.

- 8.03 The College recognizes Union Stewards as official representatives of the Union.
- 8.04 Union Stewards involved in discussions related to the processing of grievances or the investigation of complaints arising out of the Collective Agreement will be allowed time off with pay and benefits provided they first obtain consent of the College. The Union recognizes that the Union Stewards have their regular work to perform as Employees of the College. Whenever possible, Union Steward's duties shall be performed at times that will not interfere with services of the College.
- 8.05 The College will provide the Chapter Chair a list of all new Employees on a monthly basis.

## ARTICLE 9

### Time Off For Union Business

- 9.01 Time off, without loss of regular earnings, will normally be granted to Employees for Union business approved by the Union. Time off shall be granted, operational requirements permitting. The Union shall provide the College with a copy of the request for time off. Employees shall provide a minimum of five (5) work days notice when requesting time off, however consideration shall still be given in cases where the five (5) days notice is not provided. Where such time off is granted for an indeterminate period the Employee shall communicate with the College on a daily basis in respect to the date of return.
- 9.02 To facilitate the administration of Clause 9.01, the College will grant the leave of absence with pay and invoice the Union for the Employee's salary plus benefits applicable allowances which the Union shall promptly pay.

## ARTICLE 10

### General

- 10.01 Upon reasonable notice being provided, the College will make reasonable arrangements to have a College Employee's file made available to the Employee under College supervision. The Employee may request a representative of the Union to be present at the time of the examination.
- 10.02 The College Employee file referred to in this Article is the file of an Employee maintained by the College. Except as provided hereinafter this file shall contain copies of all documentation pertaining to the Employee. No information pertaining to interview records, reference checks, or confidential information

related to a diagnosis or prognosis concerning Employee's eligibility for Long Term Disability Insurance shall be contained in this file.

- 10.03 An Employee who absents themselves from their employment and who has not obtained the approval of a senior official of the College shall, after three (3) consecutive work 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 work.
- 10.04 An Employee who is absent from duty without prior authorization shall communicate daily, the reason for their absence to the College as early in the work day as possible.
- 10.05 A Permanent or Term Employee is required to provide the College with a minimum of ten (10) work days prior written notice of resignation if they wish to resign in good standing.
- 10.06 The College shall provide general liability insurance coverage for all Employees covered by this Collective Agreement while engaged in the scope of their regular work duties.
- 10.07 Employees who pay a monthly fee for a parking space shall receive a minimum of sixty (60) days' notice of any increase to parking rates.
- 10.08 Where the College determines that uniforms, coveralls, smocks, or other such items should be provided for the protection of the Employee's personal garments, such items shall be provided, cleaned and replaced upon approval by the College.
- 10.09 Employment Insurance Premium Reduction Program
- The College shall retain the full amount of any premium reduction allowable on employment insurance by the Employment Insurance Commission which is granted as a result of the benefits covering Employees to which this Collective Agreement applies.
- 10.10 Where circumstances require the College to fill a vacancy urgently or prior to the posting of the vacancy and/or prior to the conclusion of a formal competition, the Employer may fill the position on a temporary basis with either a casual or agency employee. The College will hire employees on a casual basis over agency employees where qualified casual employees are available.
- The College may use Agency employees for a maximum of fourteen (14) weeks to allow the College time to evaluate the duties and qualifications of the position, prepare a position description, determine the classification, post and fill the position.

## ARTICLE 11

### Probationary Period

- 11.01 A person appointed to a permanent or term position with the College shall serve a probationary period. The period of probation shall start on the date of commencement of employment in the permanent or term position and shall be twelve (12) full months worked. The period of probation may be extended through mutual agreement between the College and the Union for a period of up to three (3) full months worked. Permanent Employees shall be required to serve only one (1) probation period during their continuous service with the College.
- 11.02 An Employee who has previously been employed by the College may, at the discretion of the College, have such previous employment considered as part of the probationary period as specified for the classification.
- 11.03 On commencement of employment, a new Employee shall be provided with a copy of their position description or list of duties.
- 11.04 An Employee, while on probation, shall have an evaluation at approximately the mid-point of the probationary period.

## ARTICLE 12

### Classifications and Pay

- 12.01 Classifications and pay conditions applying to Employees are contained in Appendix "A" and Appendix "B" of this Collective Agreement. Upon request, Employees shall be provided a copy of their job description/list of duties.
- 12.02 The College may alter existing positions and/or establish new positions during the term of this Collective Agreement and assign such positions to a band level, provided, however, in such event, the College shall notify the Union of such altered or new position and its band level assignment.
- 12.03 If the band level assignment is in dispute and is not resolved by consultation between the Union and the College, the Union may, within thirty (30) calendar days of the date the Union received notice under Clause 12.02 above, submit the matter of the assignment to the appropriate band level to arbitration for settlement in accordance with Article 34 - Grievance Procedure. If the Arbitration Board determines that the position has not been assigned to the correct band level, such determination shall be retroactive. If the above thirty (30) calendar day period elapses without agreement between the parties or without a grievance being filed, the band level assignment established by the College shall apply.
- 12.04 Contingent on the College identifying to the Union the market need related to an Employee or to a group of Employees, the College retains the right to implement, amend, and discontinue a market supplement to be paid as an addition to an

Employee's salary as set out in this Collective Agreement. When the amount of a market supplement paid to an Employee 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 13

#### Hours of Work

- 13.01
- (a) The regular hours of work shall be based on an average thirty-six and one-quarter (36 1/4) hours per week.
  - (b) The College at its discretion may implement and assign Employees to schedules requiring more than an average of thirty-six and one-quarter (36 1/4) hours per week up to an average of forty (40) hours per week. When so assigned, an Employee's regular salary will be increased proportionately based on the ratio obtained by dividing the average weekly hours of the Employee's schedule by thirty-six and one-quarter (36 1/4).
  - (c) For example if an Employee's regular biweekly salary on a thirty-six and one-quarter (36 1/4) hour schedule is one thousand five hundred dollars (\$1,500.00) per biweekly pay period, the Employee's biweekly salary while working a forty (40) hour schedule would be one thousand six hundred and fifty-five dollars (\$1,655.00), [ $\$1,500.00 \times 80/72.50 = \$1,655.00$ ].
  - (d) In order for the College to implement a schedule under clause 13.01:
    - (i) The College shall consult with the Union respecting the reasons for the schedule and alternatives that may be applied.
    - (ii) The weekly hours shall be a normal requirement of the position for a period of at least six (6) months.
    - (iii) An Employee shall be entitled to a minimum of thirty (30) days advance notice before commencing working on the schedule unless the Employee agrees to a shorter period.
- 13.02 Schedules established by the College may contain variable hours of work per day, and variable days of work per week including compressed work week schedules, provided such schedules average up to thirty-six and one-quarter (36 1/4) hours per week over the rotation cycle of the schedule. Schedules that average up to forty (40) hours per week may be implemented by the College with an Employee's regular salary adjusted according to Clause 13.01(b).
- 13.03 If a Permanent or Term Employee's regular work schedule is changed, the College shall provide the Employee with a minimum of thirty (30) calendar days'

written notice of the schedule change. Through mutual agreement between the Employee and the College, this notice period may be reduced.

- 13.04 Employees covered by this Agreement shall normally receive two (2) fifteen (15) minute paid rest periods in each work period in excess of six (6) hours, one (1) period to be granted before the meal break and one (1) to be granted after. An Employee working a period of more than three (3) hours but less than six (6) hours shall be granted one (1) rest period. Rest periods shall be taken at the work site unless otherwise approved by the College. Rest periods shall not be granted within one (1) hour of commencement of a work period, the unpaid meal break or termination of a work period.
- 13.05 An unpaid meal break of not less than one-half (1/2) hour and not more than one and one-half (1 1/2) hours shall be granted to all Employees at approximately the mid-point of each work period that exceeds four (4) hours.
- 13.06 An Employee shall not be required to work a split shift involving a break between work periods longer than the specified meal period except by mutual agreement between the College and the Employee.

#### ARTICLE 14

##### Overtime

- 14.01 Overtime applies when an Employee has been authorized to work more than the regular hours of work stated in Clauses 13.01 and 13.02. Overtime shall be compensated as follows:
- (a) For overtime hours worked on a regularly scheduled work day, at one and one-half times (1 ½ X) their regular hourly salary for the first two (2) hours worked in excess of regular daily hours and at two times (2 X) their regular hourly salary for hours worked in excess of two (2) hours;
  - (b) For overtime hours worked on day(s) of rest:
    - (i) at one and one-half times (1 ½ X) their regular hourly salary for all hours worked up to the equivalent of full normal daily hours and two times (2 X) for additional hours worked thereafter, on a compressed work week day off or on their regularly scheduled first day of rest; and
    - (ii) at two times (2 X) their regular hourly salary for all hours worked on subsequently scheduled day(s) of rest in that rest period;
- 14.02 Through mutual agreement between the Employee and the College, overtime worked by the Employee may be claimed as lieu time off with pay in lieu of a cash settlement. Time off shall be calculated at the overtime hourly rates earned. Compensating time off shall be scheduled at a mutually agreeable time by June 30 of each year for overtime worked during the prior twelve (12) months. If

mutual agreement on scheduled time off will not result in eliminating all accumulated entitlement to compensating time off by June 30, all lieu time not scheduled shall be paid out in cash.

- 14.03 All Employees working less than the regular hours of work stated in Clauses 13.01 and 13.02 who are required to work longer than their usual daily or weekly hours shall be paid at the rate of straight time for the hours so worked until they equal the regular daily or weekly hours for Full-time Employees in the same classification, after which the overtime provisions of this Article shall apply.
- 14.04 An Employee may occasionally be required to work extra time, up to fifteen (15) minutes, immediately following their regular work hours without payment. However, if the extra time exceeds fifteen (15) minutes, a minimum of one-half (1/2) hour overtime compensation will be granted, with compensation thereafter in accordance with Clause 14.05.
- 14.05 Overtime payment or lieu time off shall be calculated to the nearest quarter hour and shall not be allowed twice for the same hours.

## ARTICLE 15

### Shift Differential

- 15.01 An Employee scheduled by the College to work shifts shall receive one dollar (\$1.00) per hour for shifts where at least one-half (1/2) of the hours in such shift falls between 4:00 p.m. and 8:00 a.m. Shift differential shall not be included with the Employee's regular rate of pay for purposes of computing overtime payments, other premium payments, or any Employee benefits. Shift differential shall not be paid on any hours for which an Employee receives overtime compensation.

15.02 Shift Differential and Weekend Premium – Clinical Practicum

The following specific provisions shall apply to Instruction Assistants who are supervising a clinical practicum in a health care institution:

- (a) A shift differential shall be paid to an Instructional Assistant who is supervising a clinical practicum in a health care institution, in the amount of one dollar and eighty cents (\$1.80) per hour for all hours during a compulsory class day that fall between fifteen hundred (15:00) hours and zero seven hundred (07:00) hours.
- (b) A weekend premium shall be paid to an Instructional Assistant who is supervising a clinical practicum in a health care institution, in the amount of one dollar and eighty cents (\$1.80) per hour for all hours during a compulsory class day that fall between fifteen hundred (15:00) hours on a Friday and zero seven hundred (07:00) hours on a Monday. The shift differential conditions of the Article 15.02 (a) shall not apply during this period.

## ARTICLE 16

### Call Back Pay

- 16.01 An Employee who is called back to work one or more times within a two (2) hour period and for whom the time worked and the time spent travelling directly to and from work totals two hours or less, shall be compensated at straight time for a minimum of three (3) hours. There shall be no minimum guaranteed compensation nor compensation for time spent travelling if the call back is contiguous with a normal working period.
- 16.02 For purposes of this Article, an Employee will be compensated according to the provisions of Clause 14.01 and 14.02.

## ARTICLE 17

### Acting Incumbency Pay

- 17.01 Acting incumbency pay in the amount of five percent (5%) of a Permanent or Term Employee's regular salary, but not to exceed the maximum salary for the classification under this Collective Agreement in which the Employee is acting, shall be paid when an Employee is assigned by the College to perform the principal responsibilities of a position with a higher classification than that of the Employee's position. The Employee must be assigned for a minimum period of five (5) consecutive work days to qualify for acting incumbency pay. Acting incumbency pay shall apply from the first day the Employee is assigned these duties. An Acting Incumbency assignment shall normally not exceed one (1) year.
- 17.02 When an employee is seconded/transferred to a different employee group for a minimum of six (6) months to help out with a job assignment other than their own position, under this collective agreement, they will be treated, except for pension purposes, as a member of the new group for the duration of the secondment.

## ARTICLE 18

### Correctional Institution Allowance

- 18.01 An Employee whose assignment requires daily contact with inmates or young offenders in a Correctional Institution operated by the Department of Justice shall receive an allowance of five dollars and ninety cents (\$5.90) for each day worked within the Correctional Institution.

## ARTICLE 19

### Paid Holidays

- 19.01 Permanent and Term Employees are entitled to one day's paid leave for each of the following holidays:

New Year's Day	Labour Day
Family Day	Thanksgiving Day
Good Friday	Remembrance Day
Easter Monday	Christmas Day
Victoria Day	Boxing Day
Canada Day	Christmas Floater
August Civic Holiday (1 Day)	

All Paid Holidays shall be observed on the day designated by the College.

- 19.02 Requests for leave without pay on religious holidays will be considered provided adequate notice of the request is given.
- 19.03 When a Permanent or Term Employee is required to work on one of the holidays listed in Clause 19.01, the Employee shall receive their regular salary plus one and one-half times (1 ½ X) for all hours worked.
- 19.04 When a day designated as a holiday under Clause 19.01 falls on an Permanent or Term Employee's regularly scheduled day of rest, and the Employee is not required to work, the Permanent or Term Employee shall be granted holiday leave on the day observed as the holiday and the day of rest shall be rescheduled.
- 19.05 In lieu of Paid Holidays, Casual Employees shall receive, in addition to their regular wage earnings, pay at five point two percent (5.2%) of their regular wage earnings paid each pay period, and for working on a paid holiday, pay at time and one-half the Employee's regular hourly rate.
- 19.06 Permanent and Term Employees shall be entitled to three (3) paid days off per year designated by the College. These days shall normally be taken between Christmas and New Years except where operational requirements do not permit, in which event the three (3) days shall be taken at a time mutually agreed between the College and the Employee.

## ARTICLE 20

### Annual Vacation Leave

- 20.01 Vacation entitlements with pay, shall be as follows:
- (a) A Permanent or Term Employee who has completed less than twelve (12) full months of continuous service, shall receive one and one-quarter (1



1/4) work days' vacation for each calendar month worked from the commencement of their employment, provided that when employment has commenced on or before the fifteenth (15th) day of any month, they shall earn vacation entitlements from the first day of that month and when employment has commenced on or after the sixteenth (16th) day of any month, they shall earn vacation entitlements from the first day of the following month.

- (b) A Permanent or Term Employee who has completed twelve (12) full calendar months of continuous service, shall receive fifteen (15) work days' vacation.
- (c) A Permanent Employee who has completed six (6) years of continuous service, shall in the subsequent year(s) receive twenty (20) work days' vacation.
- (d) A Permanent Employee who has completed fourteen (14) years of continuous service, shall in the subsequent year(s) receive twenty-five (25) work days' vacation.
- (e) A Permanent Employee who has completed twenty-three (23) years of continuous service, shall in the subsequent year(s) receive thirty (30) work days' vacation.

20.02 A Permanent Employee shall earn vacation leave during the following absences:

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

20.03 All calculations which result in a fraction of a work day shall be rounded out to the next half or full day, whichever applies, except when vacation pay is paid out upon termination pursuant to Clause 20.11.

20.04 If one or more paid holidays falls during a Permanent or Term Employee's annual vacation period, the paid holiday will be counted as a paid holiday and not as a vacation day.

20.05 (a) Except as is otherwise provided herein, vacation leave in respect of each year of continuous service shall be taken:

- (i) within twelve (12) months of the time vacation is earned; and
- (ii) at times approved by the College.

(b) Employee requests to delay scheduling of vacations to a period other than the twelve (12) month period referred to above shall be considered

at the discretion of the College based on the reasons for the request and operational requirements.

- 20.06 Where a Permanent or Term 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.
- 20.07 Once vacations are authorized they shall not be changed except by mutual agreement, other than in cases of emergency or termination of employment prior to scheduled vacation.
- 20.08 An Employee that is hospitalized during a scheduled vacation may substitute Casual Illness days for the equivalent number of vacation days that the employee is hospitalized.
- 20.09 Bereavement leave may be substituted for vacation leave if a member of the Employee's immediate family, as specified in Clause 24.01, 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 College, may be required.
- 20.10 A Permanent or Term Employee who fails to return to work following the last day of authorized vacation leave shall be considered to have absented themselves from employment and the provisions of Clause 10.03 shall apply.
- 20.11 A Permanent or Term 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.
- 20.12 Subject to the operational requirements, the College shall make every reasonable effort to grant a Permanent or Term Employee, upon request, at least two (2) weeks of their annual vacation entitlement during the summer months.
- 20.13 Where a Permanent or Term Employee's annual vacation entitlement is insufficient to bridge service from one regular work assignment to the next, the College may schedule an unpaid leave of absence to maintain the Employee's continuous service.
- 20.14 In lieu of Annual Vacation Leave and vacation pay, Casual Employees shall receive, in addition to their regular wage earnings, vacation pay at 6.0% of their regular wage earnings paid each pay period.

## ARTICLE 21

### Casual Illness

- 21.01 On January 1 of each year, a Permanent or Term Employee shall be eligible for a maximum of ten (10) work days of casual illness leave with pay non-cumulative.

When a Permanent or Term Employee is first employed, they shall be eligible for a prorated entitlement based on the number of calendar months to January 1. Each day or portion of a day of casual illness used within a year shall be deducted from the remaining casual leave entitlement for that annual period.

21.02 "Casual Illness" means an illness which causes a Permanent Employee to be absent from duty for a period of three (3) consecutive work days or less.

21.03 If a Permanent or Term Employee is ill at work or requires time off for the purposes of attending a dental, physiotherapy, optical, medical or such other appointment, provided they have been given prior authorization by the College and they work one (1) hour in a half day that the Employee is absent for those purposes, such absence shall neither be charged against the Employee's casual illness entitlement, nor shall a deduction in pay be made for the time lost in the half day in which they became ill or attended the appointment.

## ARTICLE 22

### Short Term Illness

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

(i) eighty (80) consecutive work days; or

(ii) where the College approves part-time absences and part-time use of Short Term Illness Leave, the eighty (80) days of leave will be converted to the equivalent number of hours and administered accordingly.

(b) "Benefit Year" means the period from January 1 to December 31. A Permanent Employee's first benefit year commences on employment. The Employee's second benefit year commences on January 1 following their date of employment.

22.02 Provided the Permanent Employee is not then absent from work due to illness, pursuant to Clause 22.01, the Employee on January 1 of each year of employment shall be entitled to Short Term Illness Leave at the specified rates of pay in accordance with the following Sub-Clauses, and the application of such Short Term Illness Leave shall be as set out in accordance with Clause 22.03:

Illness commencing in benefit year	Work days of general illness leave at 100% of normal salary	Work days of general illness leave at 70% of normal salary
First benefit year*	10	70
Second benefit year	15	65
Third benefit year	25	55
Fourth benefit year	35	45
Fifth benefit year	45	35
Sixth and subsequent benefit years	60	20

\* For illness commencing in the first month of employment, no salary will be paid for each of the first ten (10) work days of illness and thereafter 70% of normal salary for seventy (70) work days of illness.

- 22.03 (a) Subject to Sub-Clause 22.03 (b), a Permanent Employee upon return to active work after a period of short term illness of less than eighty (80) consecutive work days will have:
- (i) illness leave entitlements reinstated pursuant to Clause 22.02 when the Employee returns to work in the next benefit year; or,
  - (ii) any illness leave days used for which normal salary was paid at the rate of one hundred percent (100%) or seventy percent (70%) reinstated for future use at the rate of seventy percent (70%) of normal salary, within the same benefit year.
- (b) Such reinstatement shall only occur where a Permanent Employee has not taken any short term illness leave for the same or related illness during the first ten (10) consecutive work days following the date of return to active work.
- 22.04 For purposes of this Article, the maximum period of continuous absence recognized shall be eighty (80) consecutive work days. Absences due to illness or disability in excess of that period shall be subject to Article 26 - Benefit Plans.
- 22.05 When a day designated as a Paid Holiday under Article 19 falls within a period of short term illness it shall be counted as a day(s) of short term illness and under no circumstances shall an Employee receive any additional entitlement in respect of that day.

## ARTICLE 23

### Proof Of Illness

- 23.01 To obtain Casual illness leave benefits, the College may require that an Employee provide a proper medical certificate or other satisfactory proof of illness. The College may also require the Employee to provide satisfactory proof of attendance at a medical, dental, physiotherapy, optical, or such other appointment when time off from work is granted to attend such appointments. Where an Employee is required, pursuant to this Clause, to provide a medical certificate or proof of attendance at an appointment, they shall be advised prior to their return to work.
- 23.02 To obtain Short Term illness leave benefits, the Permanent Employee is required to provide a proper medical certificate or other satisfactory proof of illness.
- 23.03 A Permanent Employee is not eligible to receive Casual Illness or Short Term Illness benefits if the absence is due to an injury, from employment of any other employer, that qualifies for Workers' Compensation benefits.
- 23.04 A Term Employee is not eligible to receive Casual Illness if the absence is due to an injury from employment of any other employer that qualifies for Workers ' Compensation Benefits.
- 23.05 Where the College requires an Employee to undergo compulsory medical examination(s), the cost of such examination(s) shall be paid by the College.

## ARTICLE 24

### Paid Personal or Emergency Leave

- 24.01 Personal or Emergency Leave is designed to assist a Permanent employee in coping with emergencies or uncontrollable personal matters that affect the employee or the employee's immediate family which are not provided for under another provision of the Collective Agreement. Personal or Emergency leave is limited to six (6) days without loss of pay per calendar year. All leaves are subject to the following:
- (a) Personal or Emergency absences must be pre-approved. Absences that extend beyond three (3) consecutive work days require Manager approval.
  - (b) Requests for personal or emergency leave will be made a minimum of one (1) week in advance except in exceptional circumstances.
  - (c) Examples of circumstances under which Personal or Emergency leave may be approved include illness within the immediate family; moving of household effects; birth or adoption proceedings of an Employee's child.

- (d) Immediate family means the Employee's spouse or any of the following relations of an Employee or their spouse: parents, guardian, grandparent, grandchild, son, daughter, brother, sister or the husband or wife of any of them (including step-relations). Immediate family shall be deemed to also include individuals for whom the Employee has legal guardianship responsibilities.
- (e) Leave shall be limited to the time required to attend to the circumstance.

## ARTICLE 25

### Bereavement Leave

- 25.01 In the event of a death in the Employee's family, as defined immediate family means the Employee's spouse or any of the following relations of an Employee or their spouse: parents, guardian, grandparent, grandchild, son, daughter, brother, sister or the husband or wife of any of them (including step-relations); immediate family shall be deemed to also include individuals for whom the Employee has legal guardianship responsibilities, the Employee shall be granted, for each instance, up to four (4) consecutive days off with pay as bereavement leave.
- 25.02 Where travel time for bereavement where long distances or travel from isolated areas is involved, an additional two (2) days of leave without loss of pay may be approved.
- 25.03 An Employee on a scheduled vacation leave shall be granted bereavement leave and travel for the purposes of bereavement leave in accordance with article 25.01 and 25.02. Information and/or evidence about the death of the immediate family member, satisfactory to the College may be required.
- 25.04 If operational requirements permit, one (1) day of bereavement leave may be granted to an Employee to attend the funeral of someone other than a member of the Employee's immediate family.

## ARTICLE 26

### Benefit Plans

- 26.01 Permanent Employees shall participate in the College Benefit Plans. Benefit coverage, eligibility conditions and cost sharing of premiums will be according to conditions of the insurance policy and plan conditions. Part-time Employees must have a normal work schedule of at least fifty percent (50%) of an equivalent full-time position to be eligible to participate. Casual Employees are not eligible to participate.
- 26.02 All benefit plan conditions specified in this Article shall be in accordance with the terms and conditions contained in the policy of insurance of which the College is the policy holder and other conditions of the plan. The College shall

have the right to change the insurance carriers provided comparable benefits are maintained. The terms of the policies of insurance and plan conditions shall not be considered as incorporated in this Collective Agreement by reference or by necessary intendment. Differences respecting any matters related to the administration and application of the benefit plan therefore are not subject to the grievance and arbitration provisions of this Collective Agreement. The Union shall be provided with a copy of these conditions upon request.

- 26.03 The benefits as referred to in the College Benefit Plans shall be Health Care Spending Account (in lieu of Alberta Health Care), Extended Health Care, Dental Benefits, Basic Life Insurance, Accidental Death and Dismemberment, and Long-term Disability. Further the College agrees to maintain the existing overall cost-sharing proportion.
- 26.04 Effective July 1, 2018, the College agrees to contribute to the College's Health Spending Account (HSA), normally over twenty-four (24) bi-weekly pay periods, the equivalent of seven hundred and forty-seven dollars (\$747.00) annually for eligible Permanent Employees. If the contributions made by the College are not fully utilized under the HSA, then any contributions remaining, as per legislation, shall be returned back to the College.

## ARTICLE 27

### Workers' Compensation

- 27.01 In accordance with the *Workers' Compensation Act*, when an Employee sustains an injury in the course of their duties with the College, the Employee shall report the injury to their Supervisor at the place of work. For claims accepted by WCB, a Permanent Employee shall be paid their regular full salary during the period they are required to remain off work up to eighty (80) consecutive work days.
- 27.02 If a Permanent Employee has not returned to work due to injury before the eighty (80) work day period has expired, they shall then be paid according to the rate prescribed by the *Workers' Compensation Act*.
- 27.03 The eligibility period specified in Clause 27.01 shall not apply in the event of a recurrence of a disability due to a previously claimed injury, payable under this supplement, unless the Permanent Employee has not used the total eligibility period in which case the unexpended period of eligibility may be applied.
- 27.04 When a day designated as a paid holiday under Article 19 falls within a period of time a Permanent Employee is eligible to receive Workers' Compensation Supplement, it shall be counted as a day of Workers' Compensation Supplement, and under no circumstances shall an Employee receive any additional entitlement in respect of that day.
- 27.05 An Employee who is injured on the job during working hours and who is required to leave the job site for treatment, or is sent home as a result of such accident or injury, shall not suffer loss of pay for that day's work, regardless of

the time of injury. That day shall not be deducted from the eligibility period specified in Clause 27.01.

- 27.06 The Parties agree that the Workers' Compensation Supplement is intended only for the purpose of protecting a Permanent Employee from loss of income while they are unable to work because of injury.
- 27.07 An Employee who receives WCB benefits and who at the commencement of absence from work pursuant to Clause 27.02 is participating in the Employee Benefit Plan shall continue to be covered under these plans throughout the period the Employee is receiving WCB temporary disability benefits. Premium contributions shall continue to be paid by the College and the Employee according to Article 26 - Benefit Plans.

## ARTICLE 28

### Maternity/Adoption/Parental Leave

- 28.01 An employee who has completed ninety (90) days of continuous service shall upon written request be granted an unpaid maternity, adoption, and/or parental leave.
- 28.02 Whenever possible, an Employee will give the College at least six (6) weeks written notice of their intended start date for the maternity, adoption or parental leave.
- 28.03 A Permanent Employee shall, upon return to work, be returned to the Employee's former position or be placed in another comparable position with the college at not less than the same salary that had been in place prior to commencing leave, at the same level of benefits that is applicable to Employees in the same classification. Employees will be required to give the College at least four (4) weeks' notice in writing of their intention to return to work.
- 28.04 A Term Employee whose assignment has not ended, shall be returned to the position held prior to their leave.
- 28.05 An Employee, who at the commencement of maternity leave, parental leave, or adoption leave, is participating in the Benefit Plans according to Article 26 shall continue to be covered according to plan and policy conditions throughout the leave period. Premium contributions shall continue to be paid by the College and the Employee for the first nine (9) months of the leave period. After nine (9) months, the Employee shall pay the full amount of the premiums for any subsequent period of the leave.
- 28.06 If both parents of a child are Employees of the College, the parents shall be able to decide which parent takes parental or adoption leave – it may be taken entirely by one parent or shared between them (one parent at a time), but the combined leave may not exceed sixty-two (62) weeks for the parental or adoption leave.



- 28.07 The employee must provide proof of the birth of the child and/or adoption.
- 28.08 **Maternity Leave**
- In this Article, "date of delivery" means when the pregnancy of an Employee terminates with the birth of a child or the pregnancy otherwise terminates.
- 28.09 An Employee who is eligible for maternity leave shall take at least six (6) weeks of such leave immediately following the actual date of delivery. The Employee, with the agreement of the College, may shorten this six (6) week period by providing the College with a medical certificate indicating the resumption of their duties will not endanger their health.
- 28.10 An eligible Employee shall be granted sixteen (16) weeks maternity leave without pay and parental leave according to Article 28.16.
- 28.11 If a pregnancy ends in a miscarriage or stillbirth within sixteen (16) weeks of the estimated due date, an employee is able to take up to sixteen (16) weeks maternity leave but is not entitled to parental leave.
- 28.12 Notwithstanding any date initially selected for the start of maternity leave, if an Employee subsequently indicates in writing that they are no longer able to carry out their full normal duties, they may commence their maternity leave at an earlier date.
- 28.13 Notwithstanding any other provisions in this Article, if during the twelve (12) week period immediately preceding the estimated date of delivery the pregnancy of an Employee interferes with the performance of their duties, the College may, by notice in writing to the Employee, require that they proceed on maternity leave.
- 28.14 A pregnant Employee who presents medical evidence from their physician which satisfies the College that continued employment in their present position may be hazardous to themselves or to their unborn child, may request a transfer to a more suitable position if one is available.
- 28.15 Notwithstanding any other provisions of this Article, a pregnant Permanent Employee may qualify for a Supplemental Employment Insurance Benefit (S.E.B.) covering the period they have provided medical evidence from their physician which satisfies the College that they are unable to do their job. An Employee must apply and when approved, submit to the College, proof of receipt of Employment Insurance maternity benefits, in order to be paid the S.E.B. payments. Leave then taken under this Supplemental Plan shall be considered to form part of the maternity leave without pay. An Employee who is eligible for the S.E.B. plan shall not be eligible for Casual Illness, Short Term Illness, or Long-term Disability benefits.

28.16      **Parental Leave**

An eligible Employee who has or will have the care or custody of the newborn child shall be granted parental leave without pay for a period of up to sixty-two (62) weeks.

28.17      **Adoption Leave**

An eligible Employee shall be granted adoption leave without pay for a period of up to sixty-two (62) weeks immediately following the placement of the child for the purposes of adoption.

ARTICLE 29

Unpaid Leaves of Absence

29.01      An Employee may request an unpaid leave of absence recognizing the Employee's first responsibility is to performance of their job responsibilities unless unusual or unforeseen circumstances give rise to a request for a leave of absence. Unless otherwise legislated, the request must normally be submitted for approval at least two (2) weeks in advance of the anticipated date of commencement of the leave.

29.02      Requests for leave without pay on religious holidays will be considered, provided adequate notice of the request is given.

29.03      An Employee who, at the commencement of a Leave Without Pay, is participating in the Benefit Plans according to Article 26 shall continue to be covered according to the plan and insurance policy conditions throughout the period of leave without pay. Premium contributions shall continue to be paid by the College and the Employee for a leave of absence of up to three (3) months. Following this period, the Employee shall be responsible for the full payment of all premiums.

ARTICLE 30

Court Leave

30.01      When a Permanent or Term Employee is summoned or subpoenaed as a witness (except in legal proceedings initiated by the Employee) or is required to serve as a juror under the Jury Act, they shall be allowed leave with pay, but any monies receivable by the Employee shall be paid to the College.

ARTICLE 31

Military Leave

31.01      Employees occupying a Permanent or Term position who are members of the reserve force of the Canadian Forces may request a short-term or long-term leave

of absence without pay when absence is necessary for participation in an operational mission or for absences of up to six (6) weeks each calendar year for military training purposes. Requests will be approved subject to the College's operational requirements.

- 31.02 Employees requesting a military (reservist) leave without pay are required to complete an Application for Leave Without Pay, including the dates and the reason for the leave, and submit the application to their Manager.

## ARTICLE 32

### Respect in the Workplace

- 32.01 The College, Union and Employees are committed to a safe and respectful workplace where discrimination, bullying and harassment are not tolerated. The parties agree that for the purposes of this agreement the College's Respectful Workplace and Learning Environment policy and all other related policies and procedures will be followed.
- 32.02 The parties agree to work together with employees and supervisors to resolve issues in an informal manner to the extent appropriate.
- 32.03 The parties agree there shall be no discrimination, harassment, coercion or interference exercised or practiced by either party in respect of an Employee by reason of race, religious beliefs, colour, gender, gender identity, gender expression, physical disability, mental disability, age, ancestry, place of origin, marital status, source of income, family status, nor sexual orientation of that employee.
- 32.04 If an Employee submits a complaint of discrimination or harassment the College 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.

## ARTICLE 33

### Disciplinary Action

- 33.01 When an Employee receives a written reprimand, suspension, disciplinary demotion or is dismissed from employment, the Employee shall be informed in writing as to the reason(s) for such action. An Employee shall be notified in advance of the time and place a written discipline notice will be presented and of their right to be accompanied by a Union Representative or Union Steward if desired by the Employee. The non-availability of Union representation shall not unreasonably delay the disciplinary discussion meeting. When a Union Steward requires time off from work to accompany an Employee to an interview pursuant to this Clause, the Union Steward must obtain prior approval from their Manager to be absent from work, and, if approval is granted, leave without loss of pay will be allowed.

- 33.02 The Employee will be provided with a copy of written notices pertaining to their conduct or performance which are placed on their College employee file.
- 33.03 An Employee may be dismissed, suspended, demoted or given a written reprimand for just cause.
- 33.04 An Employee who has been subjected to disciplinary action may, after thirty-six (36) months of continuous service from the date the disciplinary action was invoked, request that their personal file be purged of any record of the disciplinary action. Such request will be granted providing:
- (a) the Employee's file does not contain any further record of disciplinary action during that thirty-six (36) months period; and
  - (b) the disciplinary action is not the subject of an unresolved grievance.

### ARTICLE 34

#### Grievance Procedure

34.01 Definitions and Scope

- (a) A grievance is a difference arising out of the interpretation, application, operation or any contravention or alleged contravention of this Collective Agreement or as to whether any such difference can be the subject of arbitration.
- (b) A Policy Grievance is a difference which seeks to enforce an obligation of the College to the Union, or the Union or its members to the College. A policy grievance shall not be an obligation that may or could have been the subject of a grievance by an Employee or group of Employees.
- (c) A grievance concerning a written reprimand of a Permanent or Term Employee may be subject to the Grievance Procedure except that it shall not be a subject of arbitration at Level 3 and decision at Level 2 shall be final and binding.
- (d) A grievance concerning the suspension, dismissal or termination of employment of a Probationary or Casual Employee, may be subject to the Grievance Procedure except that it shall not be a subject of arbitration at Level 3 and decision at Level 1 shall be final and binding.
- (e) A grievance concerning the suspension, dismissal, or termination of a Term Employee's employment may be subject to the Grievance Procedure except that it shall not be a subject of arbitration at Level 3 and decision at Level 2 shall be final and binding.
- (f) "Days" means calendar days in this Article.

34.02 Meetings During Grievance Procedure

A Union Steward shall not discuss a grievance, or leave their place of work to investigate a grievance, during working hours without first obtaining permission from their Manager to do so.

34.03 Grievance Process

An earnest effort shall be made to settle issues arising from the application of this Collective Agreement fairly and promptly through discussion between the parties to avoid the need for formal grievances. In the event this process does not resolve the issue, the following grievance procedure shall apply.

**Level 1**

If an Employee or a group of Employees has a grievance, the Union on behalf of the Employee or group of Employees shall submit to the Human Resources Division a written statement of the grievance within fourteen (14) days of the date that the Grievor(s) became aware of, or reasonably should have become aware of, the alleged grievance.

The grievance when presented in writing must be signed by the Union, and shall contain:

- (1) a summary of circumstances giving rise to the grievance.
- (2) the provision(s) of the Collective Agreement considered violated.
- (3) the particulars of the remedy sought.

The Manager or designate and representative of the Human Resources Division shall meet with the Grievor(s) and the Steward/Union Representative within fourteen (14) days of receipt of the grievance and shall render their decision in writing within twenty-eight (28) days of this meeting.

**Level 2**

When an Employee or group of Employees are not satisfied with the reply at Level 1 the Union may, within fourteen (14) days of receipt of that reply submit the grievance in writing to the Director or designate through the Human Resources Division.

The Director or designate and representative of the Human Resources Division shall meet with the Grievor(s) and the Steward/Union Representative, within fourteen (14) days of receipt of the grievance and shall render their decision in writing within twenty-eight (28) days of the meeting.

### Level 3 - Arbitration

- (a) If a settlement is not reached through the above proceedings, an Employee or group of Employees with the approval of the Union (in the case of an Employee grievance), the Union (in the case of a Union grievance) and the College (in the case of a College grievance) may have the grievance referred to arbitration by notice in writing that must be given within twenty-eight (28) days of receipt of the reply at the previous stage or level to which the grievance was advanced. Notice to the College shall be given to the President of the College. Notice to the Union shall be given to the President of the Union.
- (b) The submission of a grievance to arbitration shall be to an Arbitration Board of three (3) members, one (1) to be appointed by the Union, one (1) to be appointed by the College and a third, who shall act as Chairman, to be mutually agreed upon by the other two (2) or to a single arbitrator.
- (c)
  - (i) The above notice shall indicate which system of arbitration the party wishes to follow, and state the name of its appointee to an arbitration board or suggest one or more names of persons it is willing to accept as a single arbitrator, as the case may be;
  - (ii) Upon receipt of the notice referred to in Sub-Clause (b) above, the other Party shall respond within fourteen (14) days, indicating which system of arbitration it finds acceptable in respect to the grievance. If the other Party does not respond within the said fourteen (14) days, the grievance will be dealt with by an Arbitration Board. If it is not agreed that a single arbitrator shall be used, the other Party shall state the name of its appointee to an Arbitration Board. The Party initiating the submission of the grievance to arbitration under Sub-clause (b) (i) above shall then, within fourteen (14) days, state the name of its appointee to an Arbitration Board. If the other Party fails to appoint its nominee to an Arbitration Board within fourteen (14) days, its nominee will be appointed by the Director of Mediation Services upon request of the Party submitting the grievance to arbitration. If the other Party agrees to a single arbitrator, it shall suggest one or more names of persons it is willing to accept as arbitrator.
- (d) Each Party to this Collective Agreement shall bear its own costs of arbitration, including the costs of its appointee to the Board. The Parties shall bear equally the costs of arbitration board chairperson, or single arbitrator.
- (e) The College shall grant an Employee leave of absence with pay for the purpose of attending the arbitration of their grievance.

- (f) The College shall grant leave of absence with pay to a witness appearing under notice to attend at arbitration proceedings
- (g) During the twenty-eight (28) days mentioned at Level 3, the parties may mutually agree to apply for grievance mediation. If no settlement is reached at mediation, the twenty-eight (28) days would commence from when mediation is concluded.

34.04 Variance From Grievance Procedure

- (a) The level of commencement of a grievance may be varied up to and including Level 2 by written agreement between the College and the Union Representative.
- (b) Grievances involving Dismissal, Suspension without pay and Demotion shall be commenced at Level 2, unless otherwise agreed between the Parties.

34.05 Policy Grievance

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

The policy grievance shall contain:

- (i) a summary of circumstances giving rise to the grievance.
- (ii) the provision(s) of the Collective Agreement considered violated.
- (iii) the particulars of the remedy sought.

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

34.06 Power of Boards of Arbitration

- (a) Arbitration Boards or single arbitrators are empowered to decide grievances between the Parties or persons bound by the Collective Agreement.
- (b) Arbitration Boards or single arbitrators shall not add to, alter, modify or amend any part of the terms of the Collective Agreement by their decision, nor make any decision inconsistent with it nor to deal with any other matter that is not a proper matter for grievance under the Collective Agreement.

- (c) Arbitration Boards or single arbitrators shall confine their decisions solely to the precise issue submitted to them and shall have no authority to make a decision on any other issue not so submitted.
- (d) When disciplinary action against an Employee is involved, the Arbitration Board or single arbitrator may vary the penalty as is considered just and reasonable under the circumstances.
- (e) Where a grievance is heard by a three (3) member Board, the decision of a majority of the members is the decision of the Board, but if there is no majority, a decision of the Chair governs and their decision is the decision of the Arbitration Board.

34.07 Arbitration Decisions

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

34.08 Procedures and Time Limits

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

If anything is required or permitted to be served under this Collective Agreement, it shall be deemed to be properly served if it is sent via email to [aupe.grievances@norquest.ca](mailto:aupe.grievances@norquest.ca). If a copy of the document must be sent via mail, it will be sent to Human Resources.

## ARTICLE 35

### Joint Workplace Health, Safety and Wellness

- 35.01 The College and the Union agree to cooperate on workplace wellness, health and safety issues including participation on a Joint Workplace Health, Safety and Wellness Committee that follows the Alberta Occupational Health and Safety Act and Code. The Union shall have the right to designate two (2) members of the bargaining unit as members of this Committee. The parties acknowledge active support of everyone is required to maintain appropriate wellness health and safety standards.



- 35.02 The Committee will meet at least quarterly. The regular rate of pay will be paid to Employee for time spent in attendance at Committee meetings.
- 35.03 An Employee shall immediately notify the College when they have an accident at work that results in injury or that had the potential of causing serious injury. An Employee who becomes aware of a health and safety concern at their work site shall immediately notify the College. Failure to do so may result in written disciplinary action.
- 35.04 Employees have the right to refuse dangerous work and when they do so, they are entitled to continue to be paid. The College may temporarily assign the employee to alternate work.

#### ARTICLE 36

##### Travel and Business Expenses

- 36.01 Employees who incur travel and subsistence expenses in the performance of authorized College business shall be reimbursed for those expenses in accordance with the College's Travel and Business Expense Policy.
- 36.02 The Union will be informed of changes in the College's Travel and Business Expense Policy.

#### ARTICLE 37

##### Staff Reductions

- 37.01 It is the College's goal to manage changes in its operations in a manner which recognizes the need to assist Permanent Employees when such changes affect their employment or security. The following staff reduction process applies to Permanent Employees.
- 37.02 The College shall give a Permanent Employee at least ninety (90) calendar days prior written notice or pay in lieu of a staff reduction resulting from the elimination of the Employee's position. The College will provide a copy of the written notice to the Union.
- 37.03 The Employee may resign in writing and receive pay at their regular rate in lieu of the notice specified in Clause 37.02 in which event the Employee will not be eligible for the Separation Allowance.
- 37.04 When a staff reduction results in the elimination of a Permanent Employee's position, they shall endeavor to obtain an alternate position through consultation with the College and by applying for available vacancies.
- 37.05 During the period of notice of staff reduction, the College will allow the Permanent Employee a reasonable amount of time off with pay to attend interviews with external employers.

37.06 Separation Allowance

A Separation Allowance will be provided for Permanent Employees with more than two (2) years of continuous service with the College. The Separation Allowance will apply to Permanent Employees who have not secured ongoing employment with the College. These provisions will not be paid to an Employee who was dismissed, resigned, retired, or who refused a alternate positions at no loss in salary or benefits.

Eligible Permanent Employees will be entitled to receive a Separation Allowance at their regular rate of pay according to the following schedule.

Full Years of Continuous Employment	Separation Allowance – Weeks of Pay at Regular Rate of Pay
2	6
3	9
4	12
5	15
6	18
7	21
8	24
9	27
10	31
11	35
12	39
13 plus	43

37.07 Upon payment of the Separation Allowance, an Employee's employment shall be terminated and the Employee shall have no further rights under this Collective Agreement.

37.08 A Permanent Employee may volunteer for staff reduction, and, with the concurrence of the College, may enter into an agreement with the College in accordance with the terms of this Article. A Permanent Employee who voluntarily enters a staff reduction agreement with the College will be deemed to have resigned their position effective the date the Employee's services are no longer required.

ARTICLE 38

Term and Effective Date

38.01 This Collective Agreement shall be effective from July 1, 2017 to June 30, 2020 and shall remain in effect thereafter until a replacement Agreement is established under the *Public Service Employee Relations Act*.

38.02 Notice to bargain shall be considered to have been sufficiently served if personally delivered or mailed in a prepaid registered envelope addressed, in the case of the College to:

The President  
NorQuest College  
10215 – 108 Street  
Edmonton, AB T5J 1L6

and in the case of the Union to:

The President  
The Alberta Union of Provincial Employees  
10541 – 170 Street  
Edmonton, AB T5P 4S7

IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED THIS COLLECTIVE AGREEMENT BY AFFIXING HERETO THE SIGNATURES OF THEIR PROPER OFFICERS IN THAT BEHALF.



President  
Alberta Union of Provincial Employees

April 5<sup>th</sup>, 2019

Date



Witness

April 5, 2019.

Date



President  
NorQuest College

April 9, 2019

Date



Witness

April 9/2019

Date

## APPENDIX A- CLASSIFICATIONS AND PAY (GRIDS ATTACHED)

- 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 item open for negotiations shall be 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 June 30, 2019.

If the Parties have not been able to agree upon the general salary adjustment, at any time after September 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 comprised 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 hearing shall be held no later than November 30, 2019. In reaching its decision, the arbitration panel shall consider the matters identified in section 38 of the *Public Service Employee Relations Act (PSERA)*.

**Appendix A – Classifications and Pay**  
**Salary Grid – Effective July 1, 2017 to June 30, 2018 (0.00%)**

Band Level		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	LSI
10	Annual	71,850	75,646	79,761	83,993	88,495	93,298	95,164
	Biweekly	2,763	2,909	3,068	3,231	3,404	3,588	3,660
	Hourly	38.12	40.13	42.31	44.56	46.95	49.50	50.48
9	Annual	65,318	68,769	72,510	76,358	80,450	84,817	86,513
	Biweekly	2,512	2,645	2,789	2,937	3,094	3,262	3,327
	Hourly	34.65	36.48	38.47	40.51	42.68	45.00	45.90
8	Annual	59,380	62,517	65,918	69,416	73,136	77,106	78,648
	Biweekly	2,284	2,405	2,535	2,670	2,813	2,966	3,025
	Hourly	31.50	33.17	34.97	36.83	38.80	40.90	41.72
7	Annual	52,052	54,869	57,798	60,949	64,169	67,626	68,978
	Biweekly	2,002	2,110	2,223	2,344	2,468	2,601	2,653
	Hourly	27.61	29.11	30.66	32.33	34.04	35.88	36.59
6	Annual	47,332	49,872	52,579	55,411	58,367	61,518	62,748
	Biweekly	1,820	1,918	2,022	2,131	2,245	2,366	2,413
	Hourly	25.11	26.46	27.89	29.40	30.96	32.64	33.29
5	Annual	43,015	45,348	47,763	50,331	53,037	55,910	57,028
	Biweekly	1,654	1,744	1,837	1,936	2,040	2,150	2,193
	Hourly	22.82	24.06	25.34	26.70	28.14	29.66	30.25
4	Annual	40,559	42,419	44,389	46,431	48,595	50,816	51,832
	Biweekly	1,560	1,631	1,707	1,786	1,869	1,954	1,994
	Hourly	21.52	22.50	23.55	24.63	25.78	26.96	27.50
3	Annual	36,867	38,616	40,378	42,238	44,168	46,208	47,132
	Biweekly	1,418	1,485	1,553	1,625	1,699	1,777	1,813
	Hourly	19.56	20.49	21.42	22.41	23.43	24.51	25.00
2	Annual	33,548	35,089	36,728	38,366	40,142	42,002	42,842
	Biweekly	1,290	1,350	1,413	1,476	1,544	1,615	1,648
	Hourly	17.80	18.61	19.48	20.35	21.30	22.28	22.73
1	Annual	32,314	33,618	35,021	36,436	37,894	39,434	40,223
	Biweekly	1,243	1,293	1,347	1,401	1,457	1,517	1,547
	Hourly	17.14	17.83	18.58	19.33	20.10	20.92	21.34

Annual salaries above represent the agreed salaries between the parties to this Collective Agreement. Bi-weekly and hourly rates are estimated and provided for information purposes only. The actual bi-weekly and hourly rates will be as calculated by the College's computer software.

An employee will move to LSI after completion of one (1) year at Step 6 and completion of ten (10) full years of employment with NorQuest College.

**Appendix A – Classifications and Pay**  
**Salary Grid – Effective July 1, 2018 to June 30, 2019 (0.00%)**

Band Level		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	LSI
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**Appendix B: Allocation of All Bargaining Unit Positions  
Under Classifications and Pay Appendix "A"**

<b>Band</b>	<b>Position Title</b>
<b>10</b>	Team Lead III                      Senior Analyst II
<b>9</b>	Team Lead II                      Senior Analyst I Advisor III
<b>8</b>	Team Lead I                      Analyst III Advisor II                      Instructional Assistant III Specialist III                      Administrator IV Nurse
<b>7</b>	Advisor I                      Analyst II Specialist II                      Instructional Assistant II Social Worker                      Administrator III
<b>6</b>	Specialist I                      Technician III Analyst I                      Administrator II Instructional Assistant I                      Administrative Assistant III
<b>5</b>	Technician II                      Administrative Assistant II Administrator I
<b>4</b>	Technician I                      Representative II Clerk III                      Administrative Assistant I
<b>3</b>	Clerk II                      Representative I
<b>2</b>	Clerk I

LETTER OF UNDERSTANDING  
between

NORQUEST COLLEGE

and

THE ALBERTA UNION OF PROVINCIAL EMPLOYEES

Local 071 Chapter 010

**Re: Employee-Management Advisory Committee**

In the spirit of both parties maintaining efficient and harmonious relationships, both parties will form an Employee-Management Advisory Committee (EMAC). The Committee shall be composed of representatives appointed by the College and up to three (3) representatives appointed by the Chapter. The parties may appoint alternates to serve in the event of an absence of a representative.

It is recognized that the purpose of the EMAC is to promote joint problem solving. The EMAC will have the authority to make recommendations to the Union and to the College.

The Committee will meet at least quarterly. The regular rate of pay will be paid to Employees for time spent in attendance at Committee meetings.

The parties shall each appoint a co-chairperson and they shall alternate chairing the EMAC meetings. Minutes of each meeting will be kept. The minutes shall be subject to approval by both parties and upon approval by both parties, the approved minutes shall be posted.

This Letter of Understanding shall expire at the term end of the collective agreement that is in effect starting July 1, 2017.

Signed at Edmonton, Alberta this 5<sup>th</sup> day of April, 2019.

For the College:

  
\_\_\_\_\_

For the AUPE:

  
\_\_\_\_\_

LETTER OF UNDERSTANDING

between

NORQUEST COLLEGE

and

THE ALBERTA UNION OF PROVINCIAL EMPLOYEES

Local 071 Chapter 010

**Re: Project – Student Employment**

During the term of this Collective Agreement the parties will cooperate on implementation of a project to assist NorQuest students in their development. This project shall proceed according to the following terms of reference:

1. Only NorQuest students attending the College concurrently with their student employment shall be eligible to participate.
2. The student employment program shall not result in the displacement of Permanent or Term Employees.
3. A maximum of fifteen (15) students shall participate in this project at any one time.
4. A participating student shall work no more than twelve (12) hours per week.
5. Examples of work responsibilities of student employees would include:
  - (a) Assisting in library operations such as re-shelving books and book checkout.
  - (b) Student peer support in areas such as language translation or computer use.
  - (c) Event setup, take-down, and parking.
  - (d) Campus tour assistants.
6. Students employed in this program shall be paid at the minimum wage under the Alberta Employment Standards Code. Other rights and entitlements of Student Employees shall be the same as for Casual Employees.
7. Union dues deductions shall be made in accordance with Article 6.
8. A Committee comprised of two representatives appointed by the Union and two representatives appointed by the College shall review the operation of the program and provide recommendations to College management to resolve issues that may arise.

9. The Union may terminate conditions of this Letter of Understanding at any time during the term of this Collective Agreement by providing the College three months notice in writing. Effective immediately on receiving any such notice, the College will employ no additional students in this pilot project.

Signed at Edmonton, Alberta this 5<sup>th</sup> day of April, 2019.

For the College:

  
\_\_\_\_\_

For the AUPE:

  
\_\_\_\_\_

LETTER OF UNDERSTANDING

between

NORQUEST COLLEGE

and

THE ALBERTA UNION OF PROVINCIAL EMPLOYEES

Local 071 Chapter 010

**RE: Term Employees**

The parties agree that all term employees active as of the date of ratification will be grandfathered and will maintain the terms and conditions in place as of June 29, 2017 for the following articles:

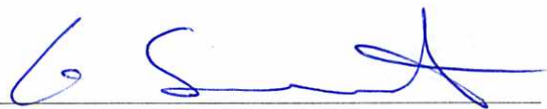
- Article 19 Annual Vacation Leave
- Article 21 Short Term Illness
- Article 23 Special Leave
- Article 24 Benefit Plans
- Article 25 Workers' Compensation
- Article 26 Maternity/Parental/Adoption Leave

Signed at Edmonton, Alberta this 5<sup>th</sup> day of April, 2019.

For the College:

  
\_\_\_\_\_

For the AUPE:

  
\_\_\_\_\_