COLLECTIVE AGREEMENT

BETWEEN

THE BOARD OF GOVERNORS OF NORTHERN LAKES COLLEGE

AND

THE ALBERTA UNION OF PROVINCIAL EMPLOYEES LOCAL 071 CHAPTER 009

JULY 1, 2017 - JUNE 30, 2020

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Preamble

THIS AGREEMENT made the 3rd day of June, 2019.

BETWEEN:

The Board of Governors, Northern Lakes College (hereinafter called the "Employer")

OF THE FIRST PART

- and -

The Alberta Union of Provincial Employees

on behalf of all Employees covered by this Collective Agreement (hereinafter called the "Union")

OF THE SECOND PART

WHEREAS, the Board of Governors is an Employer within the meaning of the Public Service Employee Relations Act and administers the Northern Lakes 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

WHEREAS the Parties are mutually desirous of entering into a Collective Agreement with the intent and purpose to promote a harmonious relationship between the said Employees and the Board of Governors 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 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 Agreement, unless the context otherwise requires:

(a) A word used in the singular may also apply in the plural;

(b) "Anniversary Date" means the first date of a pay cycle after a date of hire and shall be used for the purpose of long service and vacation entitlements.

(c) "Annual Salary" means the basic grid plus the Isolation Modifier, Market Modifier, Northern Allowance Pay, Acting Incumbent and the Frozen Over Range Amount.

(d) "Apprentice Position" means a position in which the incumbent is initially hired as an apprentice as defined under the Apprenticeship and Training Act and will remain in a temporary position for up to four (4) years.

(e) "Arbitration" means the process referred to in Article 25.04 of the Grievance Procedure.

(f) "Continuous Position" means half time (.5) or greater salaried position established as such in which the incumbent is required for continuous employment for an unlimited period greater than one (1) year.

(g) "Days" means calendar days.

(h) "Demotion" means a transfer to a position with a lower maximum salary without the Employee's agreement.

(i) "Designated Officer" means a person who is authorized on behalf of the Employer to deal with grievances and is excluded from the bargaining unit as per the Public Service Employee Relations Act;

(j) "Dismiss" means to discharge an Employee for just cause;

(k) "Employee" means a person employed by the Employer who is in the Bargaining Unit covered by this Collective Agreement and who is employed in one of the following categories:

(i) "Apprentice" means an individual who is engaged in an apprenticeship program that is provided for under the Apprenticeship and Training Act;

(ii) "Continuous Employee" means an employee who has completed the probationary period and who are employed in a continuous position;

(iii) "Probationary Employee" means a person, who during their initial period of employment is serving a probationary period;

(iv) "Temporary Employee" means an employee employed half time (.05) or greater to perform duties for a period greater than six (6) months up to a maximum of twenty-four (24) months.

(v) "Wage Employee" means an employee employed to meet short term staffing needs or overload duties, or where the number of days, weeks, or months is irregular.

(l) "Employer" means the Board of Governors of the Northern Lakes College or any person acting on behalf of the Board of Governors as the context of this Collective Agreement may require;

(m) "Faculty" means a person who is employed in a classification assigned to the Faculty Association of Northern Lakes College;

(n) "Hourly Rate" means the annual salary divided by the Employee's normal annual hours of work;

(o) "Increment" means the difference between one step and the next step within the same pay grade, after the completion of one (1) year's hours of work.

(p) "Month" means a calendar month;

(q) "Monthly Salary" means annual salary divided by twelve (12);

(r) "Pay Grade" means the periods assigned to a class within the salary grid;

(s) "President" means the President and Chief Executive Officer of the Employer;

(t) "Salary Increment date" for annual increases means the equivalent of the annual yearly hours worked in the classification.

(u) "Statutory Declaration" means a document containing verified statements sworn by an Employee to be the truth before a Commissioner for Oaths.

(v) "Step" means a single salary rate within the Pay Grade;

(w) "Temporary Position" means a salaried position established as such in which the incumbent is required for continuous employment for a period of greater than six (6) months to a maximum of twenty-four (24) months, and to work not less than the periods specified in Sub-clause 1.01(ac). If the temporary position is renewed beyond twenty-four (24) months the incumbent shall be placed into a continuous position.

(x) "Trial period" means a six (6) month assessment period in a new position after an employee has served their probationary period with the College.

(y) "Union" means the Alberta Union of Provincial Employees;

(z) "Union Representative" means a person who is not an Employee of the Employer and who is authorized by the Union to conduct business with the Employer or provide labour relations representation to members of the Union;

(aa) "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 labour relations representation to Members of the Union.

(ab) "Vice President, Corporate Services" and the "Senior Director, Human Resources" mean the officials appointed by the President to administer the Collective Agreement.

(ac) "Wage Position" means a job established and paid hourly in which the incumbent is required for employment for temporary relief or overload duties not exceeding six (6) months of full-time employment, or for ongoing periods less than half time (.5). If the wage position is half time (.5) or greater and is extended beyond six (6) months the incumbent will be moved into a temporary position.

(ad) "Work Day" means any day on which an Employee is normally expected to be at their place of employment.

ARTICLE 2

Terms of Employment

2.01 The Employer, 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

Application

3.01 The provisions of this Collective Agreement apply as specified in this Article to Employees as defined in Article 1 who are in the Union and are employed in classifications assigned to the Union.

3.02 This Collective Agreement applies to an Employee:

(a) appointed to a continuous position; however, where applicable, shall be applied on a pro-rata basis for an Employee who works part-time; and

(b) appointed to a temporary position, however, where applicable, shall be applied on a pro-rata basis for an Employee who works part-time; except that:

(i) Article 13, Position Abolishment, shall not apply, and

(ii) Long Term Disability (LTD), under Article 29, shall not apply when in a temporary position, and

(iii) Apprentices continue in a temporary position up to four (4) years. For Apprentices, the following articles shall not apply:

Article 12 – Acting Incumbent

Article 13 – Position Abolishment

Article 25 - Grievance Procedure for termination of employment, as a result of either:

a) failure to comply with the terms and conditions of the Apprenticeship and Training Act and/or regulations, or,

b) lack of appropriate work, or,

c) the unavailability of tradesmen positions upon completion of the Apprenticeship and Industry Training Program

Article 37 – Leave Without Pay

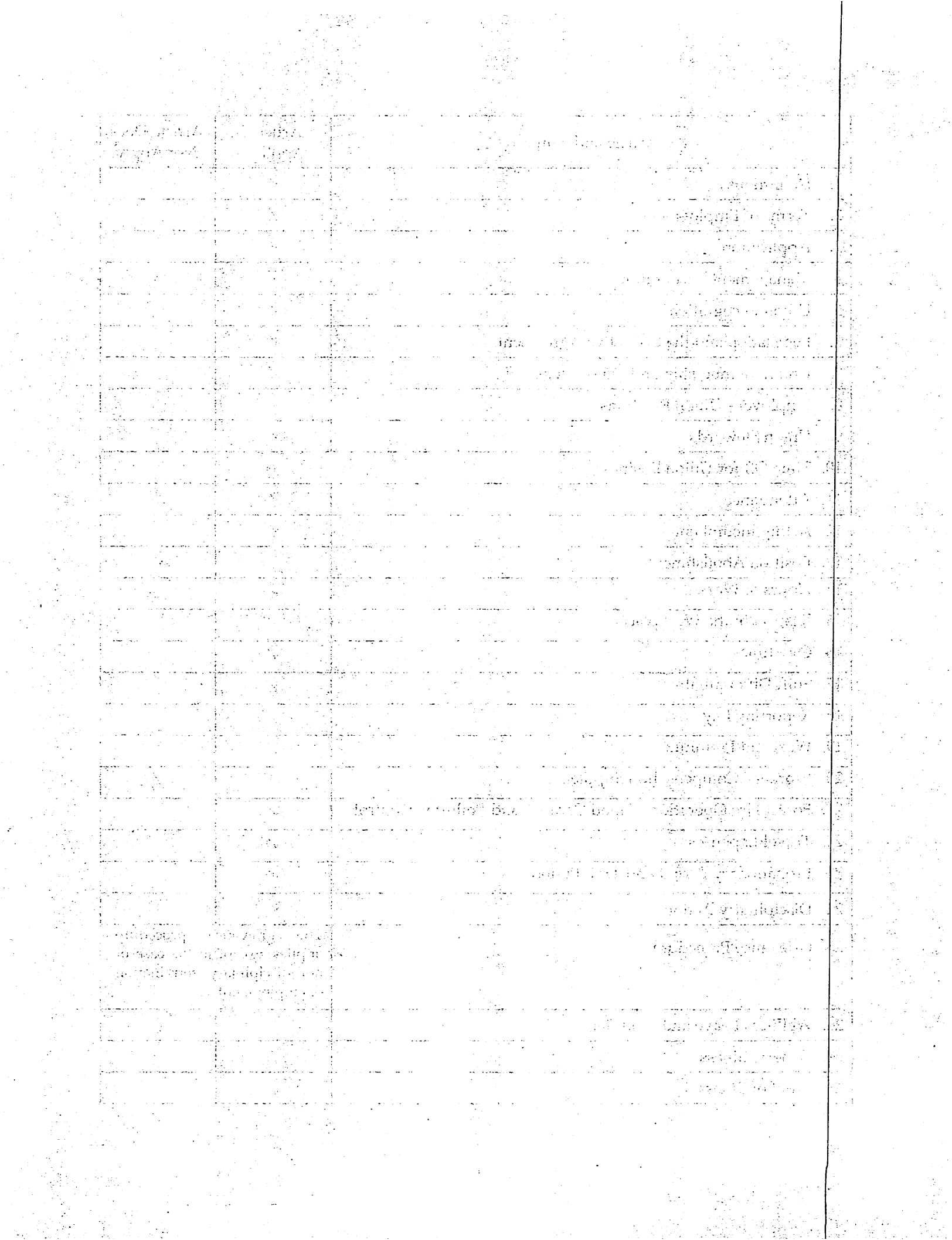
Article 41 – Classification and Pay

Article 44 - Classification Appeal

(iv) All benefits in the Employee Benefit Plan apply to Apprentices except Long Term Disability,

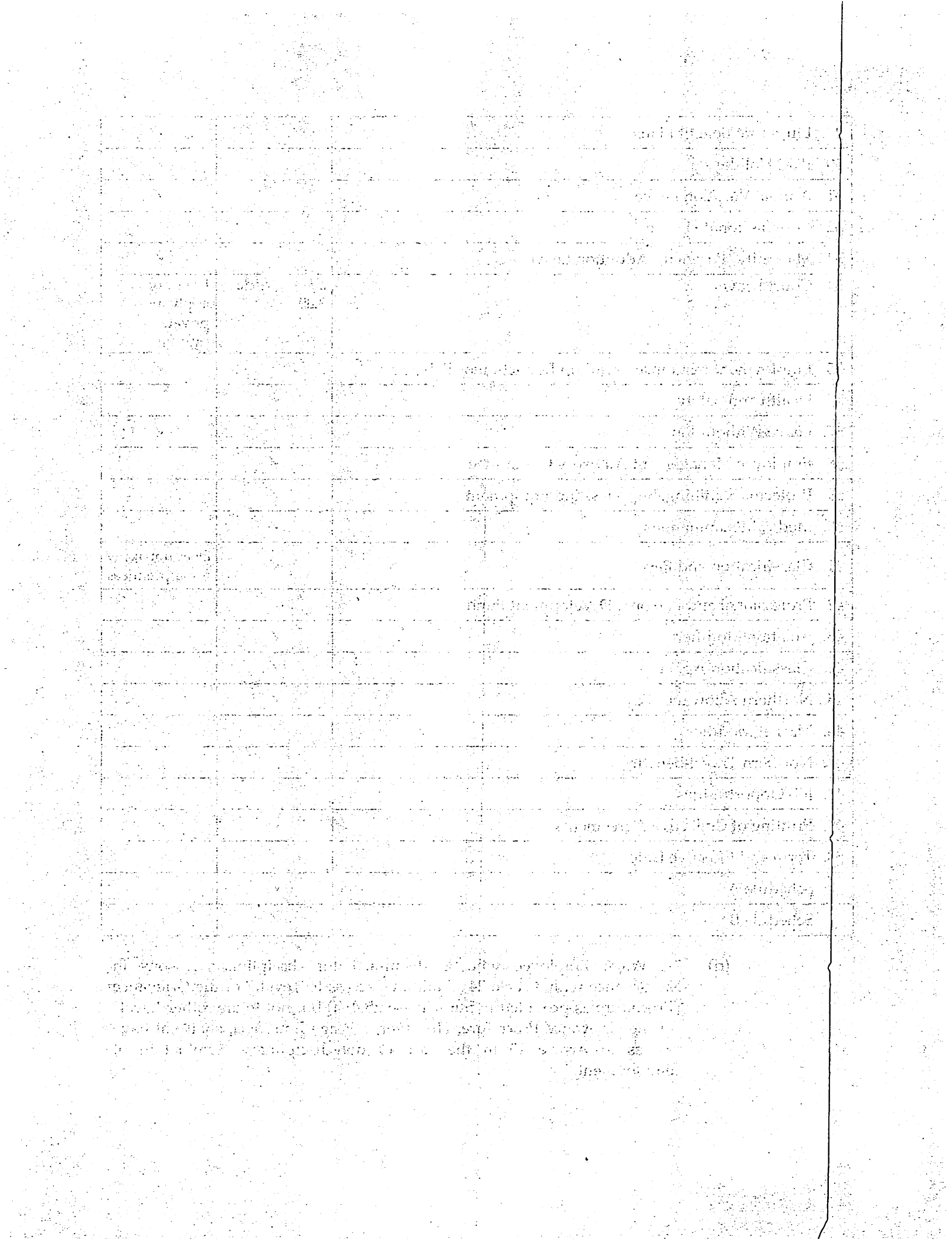
(c) hired for wage employment, according to the following chart:

Article and Name	Article Applies	Article Does Not Apply
1. Definitions	✓	
2. Terms of Employment	✓	
3. Application	✓	
4. Management Recognition	✓	
5. Union Recognition	✓	
6. Legislation and the Collective Agreement	✓	
7. Union Membership and Dues Check-Off	✓	
8. Employer - Union Relations	✓	
9. Union Stewards	✓	
10. Time Off for Union Business	✓	
11. Attendance	✓	
12. Acting Incumbent	✓	
13. Position Abolishment		✓
14. Hours of Work	✓	
15. Respect in the Workplace	✓	
16. Overtime	✓	
17. Shift Differential	✓	
18. Reporting Pay	✓	
19. Weekend Premium	✓	
20. Workers' Compensation Supplement		✓
21. Forest Fire Operations, Flood Control, and Pollution Control	✓	
22. Travel Expenses	✓	
23. Probationary Period and Trail Period	✓	
24. Disciplinary Action	✓	
25. Grievance Procedure	The grievance procedure applies, except in the case of non-disciplinary termination of employment.	
26. Wellness Leave and Modifier		✓
27. General Illness		✓
28. Proof of Illness	✓	



29. Employee Benefit Plans		✓
30. Paid Holidays		✓
31. Annual Vacation Leave		✓
32. Compassionate Leave		✓
33. Maternity/Parental/ Adoption Leave		✓
34. Court Leave	See article 3.05	Does not apply in private capacity.
35. Employment Insurance Premium Reduction or Rebate		✓
36. Health and Safety	✓	
37. Leave Without Pay		✓
38. Employee Management Advisory Committee	✓	
39. Protective Clothing, Supplies, and Equipment	✓	
40. Medical Examinations	✓	
41. Classification and Pay	✓	Does not apply for apprentices
42. Professional and Personal Development Fund	✓	
43. Isolation Modifier	✓	
44. Classification Appeal	✓	
45. Northern Allowance Pay	✓	
46. Market Modifier	✓	
47. Northern Travel Benefit		✓
48. Job Opportunities	✓	
49. Printing of Collective Agreements	✓	
50. Term and Effective Date	✓	
Schedule A	✓	
Schedule B	✓	

(d) A Wage Employee who is dismissed for disciplinary reasons in accordance with Article 24, shall have access to Level 2 of the Grievance Procedure as provided in Sub-Clause 25.01(f) but not to any other Levels of the Grievance Procedure. However, a Wage Employee shall not have access to Article 25 in the case of non-disciplinary termination of employment.



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

(a) paid holidays pursuant to Article 30, be allowed, in addition to their regular wage earnings, pay at five point two percent (5.2%) of their regular wage earnings, and for working on a paid holiday, pay at time and one-half (1 1/2) of their regular hourly rate for all hours worked up to the equivalent of full normal daily hours and double time (2x) thereafter; and

(b) annual vacation leave pursuant to Article 31, be allowed in addition to their regular wage earnings, pay at six percent (6%) of their regular wage earnings.

3.04 Notwithstanding Sub-Clause 3.02(c) a Wage Employee who is expected to have ongoing employment beyond six (6) months, or a Full-time Wage Employee who is employed up to six (6) months will be eligible for the Wellness Modifier in the form of pay at one percent (1%) of their regular hourly rate times their regular hours worked.

3.05 Notwithstanding Sub-Clause 3.02(c), a Wage Employee who is expected to have ongoing employment beyond six (6) months, or a Full-time Wage Employee who is employed up to six (6) months, will be eligible for Court Leave pursuant to Article 34.

3.06 Notwithstanding Sub-Clause 3.02(c), an ongoing Employee working as a Community Access Point (CAP) Facilitator shall receive an additional two percent (2%) of their hourly rate time hours worked.

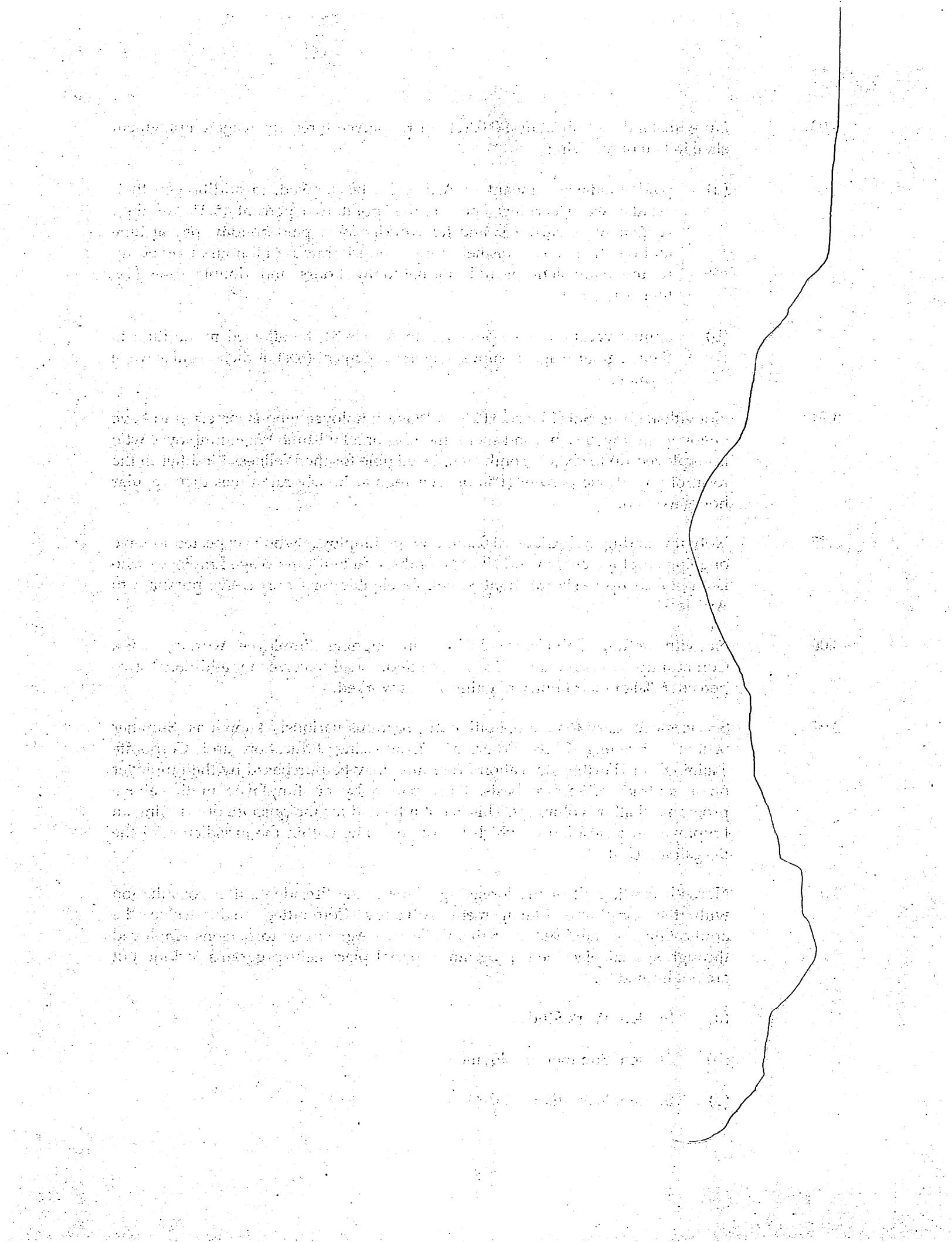
3.07 Services necessary for the operation of programs variously known as "Summer School", "Evening Class Program", "Continuing Education and Corporate Training", or "Further Education Programs" may be purchased by the Employer on a contract of service basis. Participation by an Employee in the above programs shall be voluntary. This is not intended for the purpose of inserting an Employee in a position of which the duties come within the jurisdiction of the Bargaining Unit.

3.08 Notwithstanding all of the foregoing Clauses, the President, after consultation with the Employee Management Advisory Committee shall decide the applicability of the Articles of this Collective Agreement to persons employed through special placement programs. Special placement programs include but are not limited to:

(a) Student Work Study

(b) Student Summer Employment

(c) Student Work Experience



(d) Co-operative Training

(e) Summer Temporary Employment Program

(f) Summer Career Placements

(g) Priority Employment Programs

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

ARTICLE 4

Management Recognition

4.01 The Union recognizes that all functions, rights, powers and authority that 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.

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 No Employee shall be required or permitted to make any written or oral agreement that conflicts with the terms of this Collective Agreement.

ARTICLE 6

Legislation and the Collective Agreement

6.01 In the event that any law passed by the Government of Alberta or Canada renders null and void, or reduces any provision of this 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 or directives, the Collective Agreement shall supersede the regulation, guideline or directive.

ARTICLE 7

Union Membership and Dues Check-Off

7.01 All Employees covered by this 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.

7.02 All Employees covered by this Collective Agreement shall be required to pay Union dues as a condition of employment. The Employer shall deduct Union dues from the pay of all Employees covered by this Collective Agreement. 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 sixty (60) days prior to the effective date of the change.

7.03 The Employer shall remit Union dues deducted from the pay of all Employees, to the Union by the first working day after the fifteenth (15th) calendar day in the following month. Where an accounting adjustment is necessary to correct an over or under payment of dues, it shall be effective in the succeeding month. The deductions remitted shall be accompanied by particulars, in a printed form, identifying each Employee showing Employee number, starting date, classification, amount of Union dues deducted, name, phone number and last known address, and monthly salaries for dues calculation. A copy of the report outlining the particulars shall be forwarded to the Chapter Chair.

7.04 The Union agrees to indemnify and save the Employer harmless against any claim or liability arising out of the application of this Article.

ARTICLE 8

Employer-Union Relations

8.01 The Employer will grant Union Representatives access to its premises when investigating a grievance for the purpose of meeting with the Griever or their immediate supervisor, an appointment with the grieving Employee or their

immediate supervisor will be obtained through the Senior Director, Human Resources. The foregoing approval shall not be unreasonably denied.

8.02 (a) On September 1st of each year, the Chapter shall provide a current list of Union Representatives and Union Stewards to the Senior Director, Human Resources.

(b) Within thirty (30) calendar days of any change to the list in Clause 8.02 (a), the Chapter shall provide an up to date list of Union Representatives and Union Stewards to the Senior Director, Human Resources.

8.03 The Employer shall grant the Chapter access to and the use of the communications systems available at the College, for the purpose of Union business, with the exception of long distance calls, which shall be cost recovery. Electronic mail belongs to the Employer and privacy of communication cannot be guaranteed.

ARTICLE 9

Union Stewards

9.01 The Employer acknowledges the right of the Union to register Employees in the Bargaining Unit as Union Stewards.

9.02 The Union shall determine the number of Union Stewards.

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

9.04 The Chapter will ensure that each new Employee receives the name and location of their Union Steward and a copy of the Collective Agreement.

ARTICLE 10

Time Off for Union Business

10.01 (a) Only where prior approval has been obtained in advance, the Employer shall grant an Employee time off for Union business. The following conditions must occur to be considered for the granting of leave:

(i) The Union must provide to the Senior Director, Human Resources a written request, satisfactory to the Employer, for the time off.

(ii) An Employee shall provide a minimum of five (5) work days' notice when requesting time off.

(iii) Notwithstanding Clause 10.01(a)(ii), the Employer may give consideration to the request where the five (5) work days' notice is not provided by the Employee.

(iv) Where time off is granted by the Employer for an indeterminate period of time, the Employee shall communicate with the Senior Director, Human Resources on a daily basis regarding their date of return.

(b) When time off is granted by the Employer to an Employee for Union business, the time off will be granted with pay and benefits, subject to Clause 10.02.

10.02 (a) To facilitate the operation and administration of Clause 10.01, when the Employer grants time off, the Employer will invoice the Union the full costs of the Employee involved.

(b) The Union agrees to pay to the Employer the full invoiced amount under Clause 10.02(a) within thirty (30) calendar days of the date on the invoice.

ARTICLE 11

Attendance

11.01 An Employee who is absent from duty without prior authorization shall communicate the reason for their absence to their immediate supervisor or designate within the time limits set out below:

(a) in the case of shift workers, at least two (2) hours prior to the commencement of a shift; or,

(b) in the case of non-shift workers, within two (2) hours of normal starting time.

11.02 An Employee on authorized leave of absence and/or illness leave for an indeterminate period shall notify their immediate supervisor of their intention to return to work in the following manner:

(a) an Employee reporting for day work shall give notice during the preceding work day;

(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.

This Clause shall not apply to an Employee who wishes to return to work following an absence in which the Employee was in receipt of Long Term Disability or Workers' Compensation Benefits.

11.03 An Employee who is on an approved leave of absence without pay of twenty (20) work days or more, and who wishes to return to work prior to the fixed expiration date of the leave of absence shall notify the Senior Director, Human Resources at least ten (10) full work days prior to the desired date of return. This Clause shall not apply to an Employee who wishes to return to work following an absence in which the Employee was in receipt of Long Term Disability or Workers' Compensation Benefits.

11.04 Time limits, pursuant to Clauses 11.01, 11.02 and 11.03, shall be waived by the Employer when it can be established that the Employee, for reasons acceptable to the Employer, was unable to contact the Employer within the time limits specified.

11.05 An Employee is required to provide the Senior Director, Human Resources with fifteen (15) work days of prior written notice of resignation if the Employee wishes to resign in good standing. During this notice period, the Employee must be actively at work for the Employer.

11.06 An Employee who absents themself from their employment and who has not obtained the approval of their immediate supervisor 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 the Employee from reporting to their place of work.

ARTICLE 12

Acting Incumbent

12.01 To receive acting incumbency pay an Employee shall be designated by the Senior Director, Human Resources to perform the principal duties of the higher level position for a minimum period of five (5) consecutive work days, 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.

12.02 Where an Employee is designated to be an acting incumbent in a position, the Employee's salary may be determined in accordance with the following provisions:

(a) if the Employee is designated to act in a position in a classification with an assigned pay grade the maximum of which is less than one (1) increment higher than the maximum of the Employee's current pay grade assignment, the Employee's acting salary shall be the lowest step in the new pay grade that exceeds the Employee's current salary provided the maximum salary assigned the classification is not exceeded;

(b) if the Employee is designated to act in a position in a classification with an assigned pay grade the maximum of which is at least one (1) increment higher than the maximum of their current pay grade assignment, the Employee's acting salary shall be the lowest step in the new pay grade that exceeds their current salary, except if the increase is less than one (1) increment, in which case their salary shall be adjusted to the step next higher than the lowest step that exceeds their current salary provided the maximum salary assigned the classification is not exceeded;

(c) if the Employee is designated to act in a position in a classification of the Union, their salary shall be determined in accordance with the General Staff Pay Schedule, as the case may be;

12.03 Unless otherwise determined by the Employer, only one acting incumbent may be designated as a result of any one Employee's absence.

12.04 When an Employee who has been the acting incumbent of another position returns to their regular position, the Employee's salary shall be readjusted to that which would be in effect if they had continuously occupied that position.

12.05 The designation of acting incumbency shall not exceed a period of two (2) years.

ARTICLE 13

Position Abolishment

13.01 Position Abolishment occurs when the Employer eliminates a continuous position occupied by an Employee.

13.02 The Employer shall give a continuous Employee with greater than two (2) years of service at least ninety (90) calendar days' prior written notice that the Employee's position is to be abolished or pay in lieu of notice. The Employer will provide a copy of the written notice to the President of the Union and the Chapter Chair. The Union and the Employer shall meet and discuss reasonable measures to address the impact on the affected Employee(s).

13.03 The Employer shall attempt to place abolished Employees in comparable positions at no loss of pay or benefits.

13.04 The Employee may resign in writing and receive pay at their regular rate in lieu of part of the notice specified in Clause 13.02 to a maximum of two (2) months' pay. If eligible, the Employee may retire pursuant to the Public Service Pension Act. Retirement is to be effective on or after the date notice expires, pursuant to Clause 13.02 however, if the Employee resigns and retires before the end of the notice period, they shall not receive pay in lieu of notice.

13.05 An Employee whose job has become redundant may be vested at the Employee's option with the right to be appointed to the first available, comparable job through competition limited to such Employees, such vesting to last twelve (12) months commencing with the day following the release of the Employee. The Employer shall undertake to notify those Employees of all such available positions. The Employee shall notify the Employer promptly of any change in contact information, including mailing address, telephone number, e-mail address.

13.06 A Continuous Employee, who has more than two (2) years of ongoing employment immediately preceding the notice of position abolishment, shall be entitled to the provisions set out in the following schedule. These provisions will not be paid to an Employee who was dismissed, resigned, retired, or who refused an alternate position within a commutable distance up to seventy-five (75) kilometers at no loss in salary or benefits.

Full Years of Continuous Regular Employment on the date notice was served	Weeks of Pay at Rate of Pay
2	15
3	16
4	17
5	19
6	22
7	25
8	28
9	31
10	34
11	37
12	40
13	43
14	45
15	47
16	50
17+	52

ARTICLE 14

Hours of Work

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

(i) thirty-six and one-quarter (36 1/4) hours per week; or

(ii) forty (40) hours per week; or

(iii) the equivalent of (i) or (ii) above on an annual basis.

(b) An Employee working less than normal hours of work will have their pay and benefits pro-rated accordingly.

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

14.03 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 period of more than two (2) hours but not more than six (6) hours shall be granted one (1) rest period. Rest periods shall be taken at the worksite unless otherwise approved by their supervisor. Rest periods shall not be granted within one (1) hour of commencement or termination of a work period.

14.04 An unpaid meal period, normally one (1) hour and not less than one-half (1/2) hour shall be granted to all Employees at approximately the midpoint of each work period that exceeds five (5) hours. If the Employer designates an Employee to be readily available for duty at the Employee's work station during the Employee's meal break, the Employee shall be paid for that meal break at the Employee's regular rate of pay, or if overtime is worked Article 16 would apply.

14.05 An Employee shall not be required to work a split shift involving a break between work periods longer than the specified meal period except where there is agreement that the peculiarities of particular occupational categories require a split shift working arrangement.

14.06 Where it can be established that another work schedule than that contemplated in Clause 14.01 is required, the Employer, after consultation with the Union, has the right to establish such a schedule.

14.07 Where operational requirements permit, Employees employed in continuous operations shall be scheduled so that their days of rest fall on a Saturday and the following Sunday at least once in every four (4) weeks and, where operational requirements permit, a period of less than once every four (4) weeks may be considered.

ARTICLE 15

Respect in the Workplace

15.01 It is the policy of Northern Lakes College to provide a learning and working environment free of discrimination and harassment as per the *Human Rights Act* and the College's Respect in the Workplace Policy.

15.02 Responsibility to ensure compliance with the aforementioned policy and procedure is shared equally by the Employer, the Union and all Employees.

15.03 The Employer and the Union agree to abide by the Alberta *Human Rights Act*. There shall be no discrimination, restriction or coercion exercised or practiced by the Employer or the Union with respect to any Employee by reason of 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 beliefs, gender, gender identity, gender expression, mental or physical disability, place of origin, marital status, family status, sexual orientation, ancestry or source of income. For the purpose of the Article, the Parties agree that the defenses and definitions of the aforementioned Act are applicable.

15.04 Clause 15.03 shall not apply with respect to a refusal, limitation or preference based on a bona fide occupational requirement.

15.05 The Parties are committed to engage in informal discussion between Employees and their supervisor, and between the Union and the Employer, with the intent that problems and concerns be resolved without recourse to formal complaint.

15.06 As part of the informal resolution, an Employee who has a complaint of workplace violence, discrimination, bullying or harassment 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, Manager, Department Head, Human Resources or Union Representative for assistance.

15.07 If the investigation determines that workplace violence, discrimination, bullying or harassment has occurred, the Employer may impose disciplinary action, up to an including termination.

15.08 If the investigation determines that the Employee acted in bad faith in making a complaint of workplace violence, discrimination, bullying or harassment, the Employer may impose disciplinary action, up to and including termination.

15.09 The Employer will not tolerate any form of retaliation against an Employee who in good faith, makes a complaint of workplace violence, discrimination, bullying or harassment. Any alleged retaliation may be considered an act of workplace violence, discrimination, bullying or harassment, and therefore subject to an

investigation under the College's Respect in the Workplace Policy and Procedure.

15.10 The Parties agree that neither Party should be required to defend itself in multiple forums. In the event that an Employee or either Party to this agreement files a complaint under any Alberta statute on the same or substantially the same facts and circumstances as those advanced under any grievance filed under this Article, the grievance may not be referred to arbitration.

ARTICLE 16

Overtime

16.01 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.

16.02 An Employee may occasionally be required to work extra time, up to fifteen (15) minutes, immediately following closing time, or to brief an oncoming shift, without payment. However, if the extra time exceeds fifteen (15) minutes, a minimum of one-half (1/2) hour overtime compensation will be paid or banked, in accordance with Clause 16.04 and 16.06.

16.03 For part-time Employees who work less than the hours defined in 14.01, any additional hours worked up to the hours in 14.01 will be paid at their regular rate of pay. Any hours in excess of a work week as defined in 14.01 will be subject to the applicable overtime rates.

16.04 An Employee who has been authorized to work overtime shall be compensated as follows:

(a) Subject to Clause 16.09, for overtime hours worked on a regularly scheduled work day at time and one-half (1 1/2) of their regular hourly salary for the first two (2) hours worked in excess of their regular daily hours and at double (2x) their regular hourly salary for hours worked in excess of two (2) hours;

(b) For overtime hours worked on day(s) of rest at time and one-half (1 1/2) of their 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.

(c) For purposes of this subsection, authorized travel on Employer business shall be paid at applicable overtime rates except that an Employee shall not be compensated for travel spent proceeding to and from the usual place of work and residence.

(d) Notwithstanding 16.04(c), an Employee who is required to attend a training course, seminar or other College-related business on their 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.

(e) An Employee who is required to attend a training course, seminar or other College-related business on a regularly scheduled day of rest, shall be paid at applicable overtime rates for the hours spent on training to a maximum of their normal daily hours of work for that period.

(f) An Employee who is required to attend a training course, seminar or other College-related business which necessitates travel outside of the area in which the Employee is employed shall be compensated at applicable overtime rates for the actual hours spent in travel provided such travel time is in excess of their normal daily hours of work.

16.05 Callback: An Employee who is called back to work one or more times within a two (2) hour period and works a total of two (2) hours or less, including travel time, shall be compensated at straight time for a minimum of three (3) hours. If the period worked on call back is in excess of two (2) hours, regular overtime rates and provisions will apply for the entire period.

16.06 Where overtime has been authorized by the Employer, a continuous and/or temporary Employee may, by mutual agreement with the Employer, be compensated with time off with pay (banked overtime) in place of overtime pay for those hours worked.

(a) Time off with pay is banked at the applicable overtime rate for each overtime hour worked.

(b) Overtime banks cannot exceed thirty (30) hours of banked time at any time (20 hours worked x 1.5=30 hours banked).

16.07 All accumulated time off shall be taken at a time that is mutually agreeable with the Employer and in accordance with the following schedule:

(a) Banked time off earned between January 1 to December 31 of any year must be taken by the end of that year.

(b) Once the overtime is banked, it will not be paid out, however, where the banked time off cannot be taken in accordance with the above, the Employee will be paid the balance on the February 15 pay at the pay rate effect when the overtime was earned.

(c) If either the Employee or the Employer ends the employment relationship all banked hours will be paid out.

16.08 Overtime pay and banked overtime shall be calculated to the nearest quarter (1/4) hour and shall not be allowed twice for the same hours.

16.09 Overtime pay shall be calculated from the annual salary rate in effect at the time overtime is worked regardless of any subsequent retroactive change in that rate.

ARTICLE 17

Shift Differential

17.01 Where, because of operational requirements, an Employee is scheduled by the Employer to work shifts, that Employee shall receive two dollars and seventy-five cents ($2.75) per hour for working a shift where at least one-half (1/2) of the hours in such shift fall between 4:00 p.m. and 8:00 a.m.

17.02 For the purposes of this Article, a shift refers to the daily equivalent of the normal hours of work as set out in Clause 14.01. A Wage or Part-time Employee who works less than the daily equivalent of the normal hours of work shall be paid shift differential if the Employee works a minimum of four (4) hours within the period of 4:00 p.m. and 8:00 a.m.

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

17.04 Shift differential shall not be paid on any hours for which an Employee receives overtime compensation.

ARTICLE 18

Reporting Pay

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

18.02 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 hourly rate.

ARTICLE 19

Weekend Premium

19.01 An Employee who works Saturdays or Sundays as part of their regularly scheduled work week, shall receive a weekend premium of two dollars and seventy-five cents ($2.75) for each hour worked from 11:00 p.m. Friday to 7:00 a.m. Monday. The weekend premium shall not be paid to an Employee who is not regularly scheduled to work weekends and receives overtime compensation for working Saturday or Sunday as a day of rest.

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

ARTICLE 20

Workers' Compensation Supplement

20.01 In accordance with the *Workers' Compensation Act*, when an Employee sustains an injury in the course of their duties with the Employer, the Employee and their supervisor shall report the injury to the Senior Director, Human Resources. The Senior Director, Human Resources shall record the date, time and nature of the injury on a form to be signed by the injured Employee. If the injury causes the Employee to be absent from work, the Employee and the Employer shall complete the required forms for Workers' Compensation. If the claim is approved by the Workers' Compensation Board, the Employee shall be paid their regular full salary during the period the Employee is required to remain off work up to eighty (80) consecutive work days, provided that the Employee has assigned to the Employer, the monies due to the Employee from the Workers' Compensation Board due to injury or accident.

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

20.03 The eligibility period specified in Clause 20.01 shall not apply in the event of a recurrence of a disability due to a previously claimed injury, payable under this supplement, unless the Employee has not used the total eligibility period in which case the unexpended period of eligibility may be applied.

20.04 When a day designated as a paid holiday under Article 30 falls within a period of time an Employee is eligible to receive Workers' Compensation Supplement, it shall be counted as a day of Workers' Compensation Supplement, and under no circumstances shall an Employee receive any additional entitlement in respect of that day.

20.05 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 20.01.

20.06 The Parties agree that the Workers' Compensation Supplement is intended only for the purpose of protecting an Employee from loss of income while the Employee is unable to work because of injury

20.07 An Employee who receives Workers' Compensation benefits and who at the commencement of absence from work pursuant to Clause 20.01 is participating in the Employee Benefit Plans under Article 29 shall continue to be covered under these plans throughout the period the Employee is receiving Workers' Compensation benefits. Premium contributions shall continue to be paid by the Employer and the Employee according to Article 29.

ARTICLE 21

Forest Fire Operations, Flood Control and Pollution Control

21.01 An Employee employed temporarily in forest fire operations, flood control or pollution control shall not suffer a loss of salary or wages while so employed. Any reimbursements for salary or wages to the Employee (up to the amount of salary or wages received from the Employer) shall be paid to the Employer. The Employee may keep all monies paid to them for expenses and incidentals.

ARTICLE 22

Travel Expenses

22.01 Employees who incur travel expenses in the performance of authorized Employer business shall be reimbursed for those expenses in accordance with the Employer's Travel Expense, Hospitality, and Public Disclosure Policy.

22.02 The Employer agrees to consult with the Employee Management Advisory Committee prior to the alteration of the Travel Expense, Hospitality, and Public Disclosure Policy and the Travel and Transportation Procedure.

ARTICLE 23

Probationary Period and Trial Period

23.01 A person appointed to a position with the Employer shall serve a probationary period.

23.02 An Employee who has previously been employed by the Employer may have such previous employment considered by the Employer as part of the probationary period.

23.03 The period of probation shall start on the date of commencement and shall be twelve (12) months. The period of probation may be extended by written agreement of the Union and the Employer.

23.04 On commencement of employment, a new Employee shall be provided with a copy of the position description or list of duties.

23.05 An Employee, while on probation, shall have an evaluation at approximately the sixth (6) month of service.

23.06 An Employee who takes another position in the College will serve a trial period of six (6^{th}) months worked, in which to demonstrate the ability to fill the new position satisfactorily. During the trial period, if it is determined the Employee is unsuccessful, the Employee may either:

(a) Return to the Employee's former position, at the Employee's request; or

(b) Be returned to the Employee's former position at the Employer's discretion.

In circumstance where the former position in unavailable, the Employer shall assign the Employee to a similar, vacant position consistent with the Employee's abilities and/or qualifications, which may not be the same position or in the same area occupied prior to the trial period. The rate of pay for such a position shall be equivalent to that of the Employee's former position.

ARTICLE 24

Disciplinary Action

24.01 When an Employee has been given a written reprimand, suspension, disciplinary demotion or is dismissed from employment, the Employee shall be informed in writing as to the reason(s) for such action. The Employee will be provided with a copy of all correspondence or written notices pertaining to their conduct or performance, which are placed on their personal file.

24.02 An Employee who is to be interviewed with respect to disciplinary action as referred to in Clause 24.01, shall be notified of the time and place of the interview and if desired by the Employee, the Employee may arrange to be accompanied by a Union Representative or Union Steward of their choice. 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 the Employer to be absent from work, and if approval is granted, leave without loss of pay will be allowed.

An Employee who has been subjected to disciplinary action may, after twenty-four (24) months of being actively at work 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 twenty-four (24) months period; and

(b) the disciplinary action is not the subject of an unresolved grievance.

24.03 The Employer will have an Employee's personal file made available at the office of the Senior Director, Human Resources for the Employee to examine the Employee's file, upon a request for the same being made by the Employee, once in every year and as well in the event of a grievance. The Employee may request a representative of the Union to be present at the time of the examination.

24.04 The personal file referred to in this Article is the personal file of an Employee maintained by the Employer. Except as provided hereinafter this file shall contain copies of all documentation pertaining to the Employee. The Parties mutually agree that no information pertaining to interview records, reference checks, or confidential information related to a diagnosis or prognosis concerning Employee eligibility for General Illness and/or Long Term Disability shall be contained in this file.

24.05 When an Employee has grieved a disciplinary action and a Designated Officer has either allowed the grievance or reduced the penalty levied against the griever, 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 griever appeals the disciplinary action to arbitration, the personal file of the Employee shall be amended to reflect the award of the arbitrator or Arbitration Board.

24.06 Subject to Article 25, an Employee may be dismissed, suspended, demoted or given a written reprimand for just cause.

ARTICLE 25

Grievance Procedure

25.01 Definitions and Scope

(a) "Grievance" means 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) "Policy Grievance" means a difference which seeks to enforce an obligation of the Employer to the Union, or the Union or its members to the Employer. A policy grievance shall not be an obligation that may or could have been subject of a grievance by an Employee.

(c) Notwithstanding Sub-Clause 25.01(a), any complaint pertaining to a classification or the classification process, or the evaluation of an Employee's preparation, shall not be considered a grievance for the purposes of this Article and shall not be subject to the grievance process.

(d) A complaint alleging harassment or discrimination may be presented as a grievance directly to Level 2.

(e) A complaint alleging unjust treatment or unfair working conditions may be presented as a grievance directly to Level 2, and a decision given at Level 2 shall be final and binding on the Parties and all interested persons.

(f) A grievance concerning the dismissal or termination of employment of a probationary Employee, or a grievance concerning a written reprimand, may be subject to the Grievance Procedure except that it shall not be a subject of arbitration at Level 3.

(g) A grievance concerning the disciplinary dismissal of a Wage Employee may be submitted at Level 2 but not at any other Levels of the Grievance Procedure. Such a grievance shall be submitted in writing and the decision given by the Designated Officer at Level 2 shall be final and binding on the Parties and all interested persons.

(h) "Days," when used in this Article, means calendar days.

25.02 Meetings during Grievance Procedure

(a) A Union Steward shall not discuss a grievance, or leave the Employee's place of work to investigate a grievance during working hours without first obtaining permission from their supervisor to do so.

(b) The Designated Officer or the aggrieved may request that a written grievance be discussed at Level 1 of the Grievance Procedure. A Union Representative or Union Steward shall be allowed to be present at these discussions, if desired by the griever. The griever's request for a discussion shall not be unreasonably denied. This discussion shall be recognized as the griever's opportunity to clarify the circumstances surrounding the Employee's grievance. When a request for discussion has been approved, leave with pay shall be allowed. However, the griever and any accompanying Union Steward shall obtain permission from their respective supervisors before leaving their respective workplace and immediately upon returning to their respective work places. Expenses incurred in attending the meeting may be claimed in accordance with the Employer's Finance Travel Expense, Hospitality and Public Disclosure Policy.

25.03 Grievance Process

The Senior Director, Human Resources shall advise the Chapter Chair and the Union Representative (Membership Services Officer) of the name, title and mailing address of the Designated Officer for Levels 1 and 2 of this Grievance Procedure.

The Parties strongly encourage frank and thorough discussions to resolve differences, which might otherwise become formal grievances.

(a) Level 1

An Employee wishing to pursue a grievance, shall advise the Union to submit it in writing to the Designated Officer at Level 1 within fourteen (14) days of the date upon which the subject of the grievance occurred or the time the Employee first became aware of the subject of the grievance.

The Designated Officer shall reply in writing within fourteen (14) days of receipt of the grievance.

(b) Level 2

An Employee not satisfied with the reply at Level 1 shall, within fourteen (14) days of receipt of that decision, advise the Union to submit the Employee's grievance in writing to the Designated Officer at Level 2.

The Designated Officer at Level 2 shall reply in writing to the Employee within fourteen (14) days of receipt of the grievance at Level 2 and the Designated Officer shall submit a copy of the reply to the Union Representative (Membership Services Officer).

(c) Variance from Grievance Procedure

The level of commencement of a grievance may be varied up to and including Level 2 by written agreement between the Employer and the Union Representative (Membership Services Officer).

(d) Grievances involving Dismissal, Suspension without pay and Demotion shall be commenced at Level 2, unless otherwise agreed between the Parties pursuant to Sub-Clause 25.03(c) above.

(e) Policy Grievance

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

Within thirty (30) 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.

25.04 Level 3 – Arbitration

(a) If a settlement is not reached through the above proceedings, the Union (in the case of an Employee or Union grievance), and the Employer (in the case of an Employer grievance) may refer the grievance to arbitration by notice in writing that must be given within fourteen (14) days of receipt of the reply at the previous stage or level to which the grievance was advanced. Notice to the Employer shall be given to the President.

(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 Employer and a third (3rd), who shall act as Chairperson, to be mutually agreed upon by the other two (2), or to a single arbitrator, or to a mediator-arbitrator.

(c) (i) The notice referred to in Sub-Clause 25.04(a) above, 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, or mediator-arbitrator, as the case may be;

(ii) Upon receipt of the notice referred to in Sub-Clause 25.04(a) above, the other Party shall respond within seven (7) days, indicating which system of arbitration it finds acceptable in respect to the grievance. If the other Party does not respond within the said seven (7) days, the grievance will be dealt with by an Arbitration Board. If it is not agreed that a single arbitrator or

mediator-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 25.04(c)(i) above shall then, within seven (7) 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 Chairperson of the Public Service Employee Relations Board upon request of the Party submitting the grievance to arbitration. If the other Party agrees to a single arbitrator or mediator-arbitrator, it shall suggest one or more names of persons it is willing to accept as arbitrator or mediator-arbitrator.

(d) Where the Parties have submitted a grievance to a mediator-arbitrator, they shall request the mediator-arbitrator to mediate between them and to encourage them to resolve any difference or differences raised by the grievance. If the mediator-arbitrator determines that the Parties will not resolve their differences, then the mediator-arbitrator is empowered to determine any and all differences and to issue a written award concerning the same. The Parties agree that unless it is otherwise agreed between them, any resolution reached with the assistance of a mediator-arbitrator, or any determination made by a mediator-arbitrator shall not establish a precedent for any other grievance, difference or dispute.

(e) A single arbitrator or mediator-arbitrator shall have all of the same powers as an Arbitration Board. In such cases, the Party referring the grievance to arbitration, shall, instead of submitting the name of its nominee, submit the name of the arbitrator it wishes to suggest to the other Party. If agreement cannot be reached on the appointment of a single arbitrator or upon the appointment of a mediator-arbitrator, within seven (7) days, an Arbitration Board will be appointed in accordance with the provisions above.

(f) Each Party to this Collective Agreement shall bear its own costs of arbitration, including the costs of its appointees to the Arbitration Board. The Parties shall bear equally the costs of Arbitration Board Chairpersons, single arbitrator and mediator-arbitrator.

(g) The Employer shall grant an Employee leave of absence with pay for the purpose of attending the arbitration of their grievance. Except where a dismissal of the Employee is upheld by the arbitration decision, an Employee may claim their expenses incurred in attending the arbitration of their grievance in accordance with the Employer's subsistence and Travel Expense, Hospitality and Public Disclosure Policy.

(h) The Employer shall grant leave of absence with pay to a witness appearing under notice to attend at arbitration proceedings.

25.05 Power of Boards of Arbitration

(a) Arbitration Boards, single arbitrators and mediator-arbitrators are empowered to decide grievances between the Parties or persons bound by the Collective Agreement.

(b) Arbitration Boards, single arbitrators and mediator-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, single arbitrators and mediator-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, single arbitrators or mediator-arbitrators 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 Arbitration Board, but if there is no majority, a decision of the Chairperson governs and their decision is the decision of the Arbitration Board.

25.06 Arbitration Decisions

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

25.07 Procedures and Time Limits

(a) Time limits and procedures contained in this grievance procedure are mandatory. Failure to pursue a grievance within the prescribed time limits and in accordance with the prescribed procedures shall result in abandonment of the grievance. Failure to reply to a grievance in a timely fashion shall advance the grievance to the next level. Grievances so advanced shall be subject to time limits as if a reply had been made on the last allowable day of the preceding level in the procedure.

(b) Time limits in this Article may be extended by written agreement between the Employer and the Union Representative (Membership Services Officer).

(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 served:

(i) in the case of an individual:

(a) personally or by leaving it for at the individual at the individual's last or most usual place of abode with some person who is apparently at least eighteen (18) years old; or

(b) by mailing it to the individual by registered or certified mail at the individual's last known post office address; or

(c) personally by a receipted courier service; or

(d) via e-mail attachment.

(ii) in the case of the Employer:

(a) personally on the President; or

(b) by leaving it at or by sending it by registered or certified mail to the office of the President; or

(c) personally on the President by a receipted courier service; or

(d) via e-mail attachment to the President.

(iii) in the case of the Union:

(a) personally on the President, Secretary or an officer of the Union or by leaving it at an office occupied by the Union; or

(b) by sending it by registered or certified mail to the address of the President, Secretary or an officer of the Union; or

(c) personally on the President, Secretary or an officer of the Union by a receipted courier service; or

(d) via e-mail attachment to the President, Secretary, or an officer of the Union.

(iv) The date of delivery establishes the date of receipt for documents that are served personally.

(v) Documents that are mailed by registered or certified mail shall be deemed to have been received on the date they are registered or certified with Canada Post.

(vi) Procedures as stipulated in this Article may be varied by written agreement of the Parties.

ARTICLE 26

Wellness Leave and Modifier

26.01 "Wellness Leave" is a casual illness or special leave which causes a salaried Employee to be absent from duty for a period of three (3) consecutive days or less. An Employee in their first and in each subsequent year of employment shall be eligible for an annual maximum of twenty (20) work days of wellness leave.

(a) The limit of three (3) consecutive days shall not be exceeded. However, the Senior Director, Human Resources may approve an extension for family illness, bereavement and travel time for family illness or bereavement.

(b) Additional Wellness Leave may be approved by the President when twenty (20) days Wellness Leave has already been utilized.

(c) Each day or portion of a day of Wellness Leave used, within a year of service, shall be deducted from the remaining Wellness Leave entitlement for that year of service. An employee starting or terminating employment during the year shall receive the Wellness Modifier on a pro-rated basis of 0.8333 days per pay period.

(d) The renewal date is September 1.

26.02 A salaried Employee shall receive a Wellness Modifier of one percent (1%) of their annual salary, less deductions for Wellness Leave, in December of each year.

(a) Deductions for less than one half (1/2) a day are processed on a prorated basis.

26.03 If an Employee takes Wellness Leave, the Employee shall make every reasonable effort to communicate in advance with the Employee's immediate supervisor about the absence. Leave shall normally be approved except where operational difficulties may arise, in which case an alternate date shall be agreed upon. Some examples of operational difficulties include but are not limited to; scheduled meetings, peak periods, emergency situations, and insufficient coverage on busy days.

26.04 (a) Wellness Leave may only be combined with an Employee's annual vacation leave when the Employee does not have sufficient annual vacation remaining to take or if the Employee has their vacation scheduled and approved to be taken at a later time.

(b) "Combine" means to add a maximum of three (3) consecutive days to the end of the vacation period.

(c) Wellness Leave must be taken for illness leave.

(d) An Employee shall earn wellness leave during the first forty-five (45) consecutive work days while on general illness or Worker's Compensation Supplement.

ARTICLE 27

General Illness

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

(a) seventy-seven (77) consecutive work days; or

(b) where the Employer approves part-time absences and part-time use of general illness, the seventy-seven (77) work days of leave will be converted to the equivalent number of hours and administered accordingly.

General Illness Leave shall be in addition to any Wellness Leave entitlements specified in Article 26.

27.02 Provided the Employee is not then absent from work due to illness, pursuant to Clause 27.01, the 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 27.03:

(a) Illness commencing in the first (1st) month within the first (1st) year of employment; no salary for each of the first (1st) ten (10) work days of illness and thereafter seventy percent (70%) of normal salary for sixty-seven (67) work days of illness.

(b) Illness commencing in the first (1st) year of employment, but following the first (1st) month of employment; one hundred percent (100%) of normal salary for each of the first ten (10) work days of illness and seventy percent (70%) of normal salary for each of the next sixty-seven (67) work days of illness.

(c) Illness commencing in the second (2^{nd}) year of employment, one hundred percent (100%) of normal salary for each of the first fifteen (15) work days of illness and seventy percent (70%) of normal salary for each of the next sixty-two (62) work days of illness.

(d) Illness commencing in the third (3rd) year of employment; one hundred percent (100%) of normal salary for each of the first twenty-five (25) work

days of illness and seventy percent (70%) of normal salary for each of the next fifty-two (52) work days of illness.

(e) Illness commencing in the fourth (4th) year of employment; one hundred percent (100%) of normal salary for each of the first thirty-five (35) work days of illness and seventy percent (70%) of normal salary for each of the next forty-two (42) work days of illness.

(f) Illness commencing in the fifth (5th) year of employment; one hundred percent (100%) of normal salary for each of the first forty-five (45) work days of illness and seventy percent (70%) of normal salary for each of the next thirty-two (32) work days of illness.

(g) Illness commencing in the sixth (6^{th}) to tenth (10^{th}) year of employment; one hundred percent (100%) of normal salary for each of the first sixty (60) work days of illness and seventy percent (70%) of normal salary for each of the next seventeen (17) work days of illness.

(h) Illness commencing in the eleventh (11th) or subsequent years of employment; one hundred percent (100%) of normal salary for each of the first sixty-five (65) work days of illness and seventy percent (70%) of normal salary for each of the next twelve (12) work days of illness.

(i) For the purpose of Clause 27.02 "employment" includes salaried employment and also any prior employment on wages provided that there is no break in service.

27.03 (a) Subject to Sub-Clause 27.03(b), an Employee upon return to active work after a period of general illness of less than seventy-seven (77) consecutive work days will have:

(i) general illness entitlements reinstated pursuant to Clause 27.02 when the Employee returns to work in the next year of employment; or,

(ii) any general illness 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 year of employment.

(b) Such reinstatement shall only occur where an Employee has not taken any general illness leave for the same or related illness during the first ten (10) consecutive work days following the date of return to active work.

27.04 For purposes of this Article, the maximum period of continuous absence recognized shall be seventy-seven (77) consecutive work days. Absences due to illness or disability in excess of that period shall be subject to Article 29.

27.05 Notwithstanding Clause 27.02, an Employee is not eligible to receive general illness benefits under this Article if the absence is due to an injury from employment of any other Employer that qualifies for Workers' Compensation benefits.

27.06 When a day designated as a Paid Holiday under Article 30 falls within a period of general illness it shall be counted as a day of general illness and under no circumstances shall an Employee receive any additional entitlement in respect of that day.

27.07 The Employer recognizes that alcoholism, drug addiction and mental illness are illnesses, which can respond to therapy and treatment and that absence from duty because of therapy or treatment is deemed to be illness.

27.08 This Article is subject to Article 28.

ARTICLE 28

Proof of Illness

28.01 To obtain General Illness leave benefits as described in Article 27, the Employee is required to provide a proper original medical certificate or other satisfactory proof of illness.

28.02 (a) The Employer may require that an Employee be examined by a Medical Board:

(i) in the case of prolonged or frequent absence due to illness; or

(ii) where there is indication of apparent misuse of general illness leave; or

(iii) when it is considered that an Employee is unable to satisfactorily perform their duties due to disability or illness.

(b) The report of the Medical Board shall contain conclusions and recommendations relating to any limitation or restrictions concerning the Employee's ability to perform the duties of their position and the medical information leading to those conclusions.

(c) The Employer is responsible for the direct medical costs associated with the examination provided for in Sub-Clause 28.02(a).

28.03 Pursuant to Clause 28.02, 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.

28.04 The Employer may require that an Employee undergo a medical examination or a medical interview and when such examination or interview is for purposes other than meeting the requirements of Clauses 27.01 and 27.02 the examination or interview shall be at the Employer's expense and on the Employer's time.

28.05 Where an Employee has been examined by a Medical Board and is also applying for LTD benefits, a copy of the medical report may be considered as part of the Employee's application depending on the application rules of the LTD provider.

28.06 The Parties agree that General Illness benefits as provided in Article 27 are intended only for the purpose of protecting an Employee from loss of income when the Employee is ill.

ARTICLE 29

Employee Benefit Plans

29.01 Cost sharing between the Employer and the Employees shall remain at the overall cost sharing proportions, and with comparable benefits, to those in effect July 1, 2014, as referenced in the Northern Lakes College Flexible Benefits Plan. The cost sharing, in aggregate, is sixty one percent (61%) Employer and thirty nine percent (39%) by all eligible Employees.

ARTICLE 30

Paid Holidays

30.01 Employees are entitled to one day's paid leave for each of the following holidays:

(a)
New Year's Day
Family Day
Good Friday
Easter Monday
Victoria Day
Canada Day
Civic Holiday
Labour Day
Thanksgiving Day
Remembrance Day
Christmas Leave

30.02 The Christmas Leave shall be observed on December 24, 25, 26, 27, 28, 29, 30 and 31.

30.03 The Civic Holiday as specified in Clause 30.01, shall be observed on the first Monday in August.

30.04 When a day designated as a holiday under Clause 30.01 falls during an Employee's work week and an Employee is not required to work, the Employee shall be granted holiday leave on that day.

30.05 Except for Christmas Leave, when a day designated as a holiday under Clause 30.01 falls on an Employee's regularly scheduled day of rest, and the Employee is not required to work, the Employee shall be granted holiday leave on the day observed as the holiday and the day of rest shall be rescheduled.

30.06 When an Employee works on one of the holidays listed in Clause 30.01, the Employee shall receive either:

(a) their regular salary plus time and one-half (1 1/2x) for all hours worked up to the equivalent of full normal daily hours and double (2x) time for additional hours worked thereafter; or

(b) in lieu of their regular salary, time and one-half (1 1/2x) for all hours worked up to the equivalent of full normal daily hours and double time (2x) for additional hours worked thereafter, plus a day off in lieu with pay.

30.07 When a day off in lieu is granted under Sub-Clause 30.06(b) Employees not employed in continuous operations shall have the day off scheduled at a time mutually agreeable to the Employee and Employer within the next three (3) months or paid out in cash at the expiration of the three (3) months.

30.08 Except as provided in Clause 30.10, Employees employed in continuous operations shall have the opportunity to elect to have the alternate day off scheduled in conjunction with their regularly scheduled days of rest, or, subject to Clause 30.07, to take these days in conjunction with their next annual vacation and administered in accordance with Clause 31.06. Once scheduled, the alternate days off shall not be rescheduled except by mutual agreement of the Employee and the Employer.

30.09 Where an Employee employed in continuous operations exercises an election under Clause 30.08, they shall advise the Employer of their choice of election for the following year, not later than December 31st, except that a new Employee shall make this election prior to the first holiday for which the Employee is eligible.

30.10 Clauses 30.08 and 30.09 shall not apply to Employees in continuous operations where the alternate days off are included in the Employee's shift schedule.

30.11 Authorized travel on Employer business on a paid holiday shall be compensated at overtime rates.

ARTICLE 31

Annual Vacation Leave

31.01 An Employee shall not take vacation leave without prior authorization from the Employer.

31.02 Vacation entitlements with pay, shall be as follows:

(a) Less than twelve (12) calendar months' service: one point two five (1.25) days/month.

(b) After twelve (12) calendar months' service: fifteen (15) working days/year, or one point two five (1.25) days/month.

(c) After five (5) years' service: twenty (20) working days/year, or one point six seven (1.67) days/month.

(d) After thirteen (13) years' service: twenty-five (25) working days/year, or two point zero eight (2.08) days/month.

(e) After twenty-one (21) years' service: thirty (30) working days/year, or two point five (2.5) days/month.

(f) After thirty (30) years' service: thirty-five (35) working days/year, or two point nine two (2.92) days/month.

31.03 All calculations which result in one-quarter (1/4) or three-quarters (3/4) work day fractions shall be rounded out to the next half (1/2) or full (1) day, whichever applies, except when vacation pay is paid out upon termination pursuant to Clause 31.06(e).

31.04 If one or more paid holidays falls during an Employee's annual vacation period, another day or days may be added at the end of the vacation period or at a time authorized by the Employer.

31.05 An Employee shall earn vacation leave pursuant to Clause 31.02 when authorized, during the first forty-five (45) consecutive work days of general illness or absence during Workers' Compensation Supplement.

31.06 (a) Vacation leave may be taken in one continuous period or in separate periods;

(b) Vacation leave shall be taken at such time or times as may be approved by the Employer, subject to operational requirements;

(c) An eligible Employee shall take the minimum vacation entitlement each year as prescribed by the Employment Standards Code. Human Resources can provide the details of that entitlement;

(d) Once vacations are authorized they shall not be changed, other than in cases of emergency, except by mutual agreement;

(e) An Employee shall not be paid cash in lieu of vacation earned, except upon termination in which case the Employee shall receive vacation pay in lieu of vacation leave which is prorated and accrued to the date of termination.

31.07 Where an Employee is allowed to take any leave of absence, 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 general illness or maternity leave which may be authorized before or after vacation leave.

31.08 An 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 11.06 shall apply.

31.09 The Employer shall make every reasonable effort to grant an Employee, upon request, at least two (2) weeks of their annual vacation entitlement during the months of May through September.

31.10 An Employee whose accumulated vacation entitlement on August 31 is greater than their annual vacation entitlement shall either:

(a) use sufficient leave that the accumulated vacation entitlement at December 31 does not exceed the annual vacation entitlement, or

(b) enter into a mutually binding commitment with the Employer such that the uncommitted balance of accumulated vacation entitlement at December 31 does not exceed the annual vacation entitlement.

ARTICLE 32

Compassionate Leave

32.01 Leave of absence without pay on compassionate grounds will be available to Employees under the following conditions:

(a) the leave is available to an Employee who has to be absent from work in order to provide care or support to a gravely ill family member;

(b) the leave must be applied for and approved by the Senior Director, Human Resources prior to the commencement of any leave and cannot be unreasonably denied;

(c) in order to qualify for this leave, the Employee must meet the criteria as set out in the Employment Standards Code;

(d) this leave may extend for a period of up to the minimum period under the Employment Standards Code;

(e) Employees are to make application to the attention of the Senior Director, Human Resources as far in advance of the proposed commencement of the leave as is reasonably possible;

(f) for purposes of this article, family member shall mean those listed under the Employment Standards Code.

ARTICLE 33

Maternity/Parental/Adoption Leave

33.01 Leave without pay for Maternity, Parental, or Adoption leave shall be authorized if:

(a) at least six (6) weeks written notice is given;

(b) the Employee has completed or will have completed at least ninety (90) days of continuous employment with the Employer.

33.02 Birth mothers can take up to seventy-eight (78) consecutive weeks of unpaid job-protected leave. This will be made up of sixteen (16) weeks maternity leave and sixty-two (62) weeks of parental leave. The other parent and/or adoptive parents are eligible for up to sixty-two (62) weeks of unpaid, job-protected parental leave. Parental leave may be taken by one parent or shared between them but the total leave cannot exceed sixty-two (62) weeks.

33.03 An Employee who at the commencement of the leave is participating in the Colleges Consortium Benefits Program, may continue to be covered under the plan during the entire leave, in which case the Employer and the Employee shall continue to pay their respective portions of the applicable premium costs of the plans. Failure by the Employee to pay the Employee portion of the premiums as required shall result in cancellation of coverage for the remainder of the leave.

33.04 An Employee who returns from the leave authorized pursuant to subsection 33.01 shall be returned to their former position or provided with alternate work of a comparable nature at not less than the same salary that had accrued to them prior to the leave and at the same level of benefits.

33.05 An Employee who has completed ninety (90) days of continuous service and resigns for maternity reasons and who is re-employed in any capacity within six (6) months from the date of their resignation shall be considered to have been on leave without pay.

33.06 A pregnant Employee who presents medical evidence from their physician which satisfies the Employer 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.

33.07 Notwithstanding any date initially selected for the start of maternity leave, if the Employee subsequently indicates in writing that the Employee is no longer able to carry out their full normal duties, they may commence their maternity leave any time within thirteen (13) weeks of the estimated date of delivery.

33.08 Notwithstanding any of the other provisions in this section, if during the thirteen (13) week period immediately preceding the estimated date of delivery the pregnancy of an Employee interferes with the performance of their duties, the Employer may require that they proceed on maternity leave by notifying the Employee in writing.

33.09 Notwithstanding any other provisions of this Section, an Employee on maternity, parental or adoption leave must apply for Employment Insurance benefits, and when approved, must submit to the Employer proof of Employment Insurance benefits in order to be paid the Supplemental Top Up. The Supplemental Top Up will be paid for the first fifteen (15) weeks following the waiting period of the approved Employment Insurance benefits. The Employer will top up the Employee's salary to 100%.

33.10 The Employee on leave pursuant to this section shall be required to give the Employer a minimum of four (4) weeks' notice of their intention to "return to/not return to" the workplace on the date agreed upon. Such notice shall be in writing.

ARTICLE 34

Court Leave

34.01 When an Employee:

(a) is summoned or subpoenaed as a witness or as a defendant to appear in court on behalf of the Employer to give evidence or to produce Employer records, or

(b) Is required to serve as a juror under the Jury Act,

The Employee shall be allowed leave with pay, but any monies received by the Employee shall be paid to the Employer.

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

(a) at a location within the Province of Alberta, the Employee may be allowed leave with pay if authorized by the Employer, but any monies receivable by the Employee shall be paid to the Employer;

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

ARTICLE 35

Employment Insurance Premium Reduction or Rebate

35.01 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.

35.02 The premium reduction or rebate referred to in Clause 35.01 shall be recognized as the Employee's contribution towards the benefits provided.

ARTICLE 36

Health and Safety

36.01 The Employer will maintain a Joint Occupational Health and Safety Committee composed of:

(a) Up to six (6) Employer representatives to be appointed by the President;

(b) Up to six (6) Union representatives to be appointed by the Union;

(c) Up to six (6) Faculty Association representatives to be appointed by the Faculty Association;

(d) The Parties may each appoint a total of two (2) alternate members to serve in the absence of a regular Health and Safety representation;

(e) There will be two (2) Co-Chairs, one (1) chosen by the employer members and the other chosen by the worker members.

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

36.03 Each Employee and each 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.

36.04 An Employee shall immediately notify their Supervisor when the Employee has an accident at a work site that results in injury or that had the potential of causing serious injury as defined in the Occupational Health and Safety Act. An Employee who becomes aware of a health and safety concern at their work site shall immediately notify their Supervisor.

36.05 The Employer shall notify the President of the Union or their designate or one (1) of the Co-Chairs of Joint Occupational Health and Safety Committee immediately after they are made aware of the occurrence of a serious injury or an accident that had the potential of causing serious injury to an Employee at a work site.

36.06 The Employer shall provide the Union with statistical information regarding occupational injuries and illnesses sustained by Employees as reported to and accepted by the Workers' Compensation Board.

ARTICLE 37

Leave Without Pay

37.01 An Employee may request a leave without pay. To be considered, the request must normally be submitted at least four (4) weeks in advance of the anticipated date of commencement of the leave. Where operational requirements permit and upon approval of the President and or their designate, the leave without pay shall be granted.

37.02 An Employee who, at the commencement of a leave without pay is participating in the Employee Benefit Plans under Article 29, may continue to be covered under these Plans throughout the total period the Employee is on a leave without pay, provided the Employee pays both the Employer and the Employee contributions for the benefit plans. Failure by the Employee to pay those contributions shall result in cancellation of coverage for the remainder of the leave under the benefit plans.

ARTICLE 38

Employee Management Advisory Committee

38.01 The Parties agree to establish an Employee Management Advisory Committee (EMAC) to discuss matters of mutual interest related to Employees and the Employer.

38.02 EMAC shall meet on a regular monthly basis and shall be composed of:

(a) Up to two (2) Employer representatives to be appointed by the President,

(b) Up to two (2) Union representatives to be appointed by the Union,

(c) Up to two (2) Faculty Association representatives to be appointed by the Faculty Association,

(d) The Parties may each appoint an alternate to serve in the absence of a regular member.

(e) The Parties shall each appoint a Co-Chairperson.

38.03 The objectives of EMAC are:

(a) To promote and maintain effective communication and consultation in the areas of;

(i) working conditions;

(ii) Employee Benefits Plans;

(iii) policies and procedures;

(iv) Employee development;

(v) suggestions for improved effectiveness and efficiency;

(vi) proposed operational changes;

(vii) administration of the terms and conditions of employment; and

(viii) other matters as agreed to mutually by the Parties.

(b) It is agreed that EMAC will not deal with;

(i) issues for which there exist avenues for discussion or resolution, which have not been explored;

(ii) pending or potential grievances; and

(iii) terms and conditions of employment under negotiation.

(c) Except where authority to make a specific decision has been delegated to EMAC, EMAC is advisory only and not a decision making body. However, if a decision would be mutually beneficial to all Parties, it should be implemented.

(d) Individuals who are Employees but not EMAC members may make presentations and participate at meetings with the agreement of the Co-chairs and providing written notice is given to the Co-chairs three (3) full work days in advance of setting the agenda. Subjects to be discussed

should previously be entered on the agenda. EMAC may adopt further Terms of Reference with the consent of all members.

(e) Minutes of each meeting will be kept. The minutes shall be subject to the approval of both Parties and, upon approval of the Parties, the approved minutes will be made available.

ARTICLE 39

Protective Clothing, Supplies and Equipment

39.01 The Employer shall provide, maintain, replace and clean protective clothing where the Employer determines the foregoing is required.

39.02 Protective clothing and safety equipment shall be supplied by the Employer as required by appropriate Acts and Legislation.

39.03 All uniforms, clothing, and equipment supplied by the Employer, shall remain the property of the Employer.

39.04 The Employer shall make available to all staff the supplies and equipment deemed by the Employer to be necessary to the performance of their duties.

ARTICLE 40

Medical Examinations

40.01 Where the Employer requires an Employee to undergo compulsory medical examinations, the cost of such examinations shall be paid by the Employer. This Article does not apply to proof of illness as required under Article 28.

ARTICLE 41

Classification and Pay

41.01 Salaries shall be applicable to the Employee Classification defined in Schedule "A". Such salaries shall be according to the salary grids attached in Schedule 10A, 10B & 10C.

(a) Employees may access up to three (3) education steps; a formal education step, and a second (2nd) education step or a third (3rd) education step.

(b) To be recognized for an education step, learning must be generally related to the requirements of the position.

(c) The full range of education steps are:

(i) No high school diploma;

(ii) High school diploma or equivalency;

(iii) College Certificate, one (1) year of university or equivalency;

(iv) College diploma, or two (2) years of university, or Journeyman Trades Certificate, or equivalency;

(v) Applied degree, three (3) year undergraduate degree, three (3) years of university or equivalency;

(vi) Four (4) year undergraduate degree or three (3) year undergraduate degree plus one (1) full additional year of university in a related program;

(vii) Graduate diploma or five (5) years of university (must have undergraduate degree), or four (4) year undergraduate degree plus two (2) year college diploma, or two (2) undergraduate degrees representing five (5) years of university;

(viii) Graduate degree or graduate diploma and after-degree study representing six (6) years of university. (Must have undergraduate degree and graduate degree or diploma);

(ix) Graduate degree and one (1) year of after-graduate degree study representing seven (7) years of university study.

41.02 The President will establish a range of up to three (3) education steps for each classification listed in Schedule "A". Calculation for each education step will be based on an Employee's annual salary.

(a) An Employee at the formal education step will be paid at the appropriate pay step on the salary grid;

(b) An Employee at the second (2nd) education step will be paid two percent (2%) more than the rates of pay for the formal education step;

(c) An Employee at the third (3rd) education step will be paid four percent (4%) more than the rates of pay for the formal education step;

41.03 The President will consult with the Employee Management Advisory Committee prior to designating a maximum education level for a new classification beyond

which credit for salary purposes shall not be allowed. Such maximum designation shall be made known to applicants and the Committee.

41.04 The Senior Director, Human Resources shall evaluate each Employee's education and place them on the appropriate education step.

41.05 An Employee may appeal the decision of the Senior Director, Human Resources to the President or designate.

ARTICLE 42

Professional and Personal Development Fund

42.01 All Employees of the Employer play a valuable role in insuring the continuing viability of the Employer on an on-going basis. In recognition of this role a Professional and Personal Development Fund, administered by the Union, will be available to Employees.

42.02 On June 30 of each year, the Employer will contribute forty-five thousand dollars ($45,000) to the Professional and Personal Development Fund as its contribution under this Article.

42.03 The Union shall administer the fund under the following guidelines:

(a) Money in the fund is intended solely for short and long term Professional and Personal Development;

(b) Professional and Personal Development does not include Union training or business;

(c) Funds are to be used in compliance with Canada Revenue Agency's regulations. Personal Development training/courses taken mainly for the Employee's benefit are a taxable benefit. Professional Development training/courses taken to maintain or upgrade current or future employment related skills are not a taxable benefit;

(d) An Annual Report of fund activity will be provided to the Employer by January 1st for the previous calendar year.

ARTICLE 43

Isolation Modifier

43.01 An Employee who works and lives in an isolated locale, approved by the President, shall receive a salary modifier of two hundred and fifty-five dollars ($255.00) a month.

43.02 An Employee who works and lives in an "extreme isolated locale", as approved by the President, will receive an additional salary modifier equal to the amount in Clause 43.01.

ARTICLE 44

Classification Appeal

44.01 When the responsibilities of an Employee have materially changed since the last classification review, and the immediate supervisor has not requested a review, the Employee may make a request in writing to the Senior Director, Human Resources for reclassification along with a new completed Job Information Questionnaire (JIQ). The Senior Director, Human Resources will make a decision within sixty (60) days following receipt of request. An Employee who receives no response, or is not satisfied with the decision of the Senior Director, Human Resources in regard to a classification may file an appeal under Clause 44.02.

44.02 An Employee wishing to appeal a classification decision pursuant to Clause 44.01 shall submit a request in writing to the Vice President, Corporate Services within twenty-one (21) days.

44.03 The Vice President, Corporate Services shall select one (1) member of management to act on the Appeal Board and request the Union to appoint a member to the Appeal Board. The two persons selected to act as members of the Appeal Board shall select a third person to act as a member and Chairperson within ten (10) days of the date the second (2^{nd}) person is appointed.

Where the two (2) persons selected as members of the Appeal Board fail to agree on the selection of a Chairperson, the Vice President, Corporate Services shall appoint a person from outside of the College to act as Chairperson. The Parties to the Collective Agreement shall share equally the expenses of the Chairperson.

44.04 The Appeal Board may call upon records and interview such persons concerned as it sees fit and render a decision within fourteen (14) days of the appointment of the last member to the Appeal Board. The decision of the Appeal Board shall be final and binding. The Employee may be represented by a Union Representative at the Board hearing.

44.05 The persons concerned shall be advised within seven (7) days of the decision of the Appeal Board.

44.06 Notwithstanding any of the foregoing, the Appeal Board may not create, delete, or alter classes or class specifications.

44.07 The Employer agrees to provide a copy of the current Classification Plan along with any subsequent amendments to the Chapter Chair.

ARTICLE 45

Northern Allowance Pay

45.01 An Employee who lives and works at a location north of the 57th parallel of north latitude in the Province of Alberta shall be paid in addition to their basic salary, a Northern Allowance of two hundred and ninety dollars ($290.00) for each month served.

45.02 For partial months of employment an Employee eligible for Northern Allowance pursuant to Clause 45.01 shall receive payment in accordance with the following formula:

Monthly Northern Allowance	÷	Number (#) of work days in the month	×	Number (#) of days worked in that month

Example: =$290.00 ÷ 22 work days × 18 days worked
=$237.27

45.03 An Employee not residing in the Northern Area specified in Clause 45.01, who is on travel status or is in receipt of any subsistence allowance will not be eligible for Northern Allowance Pay.

ARTICLE 46

Market Modifier

46.01 Where it is deemed that, as a result of market conditions positions will be hard to recruit to, there may be a need to pay salary above the rates in the salary grid.

46.02 The President, in consultation with the Union, may consider a market adjustment supported by appropriate market research. The President may then deem a market adjustment for a specific period of time to be reviewed on an annual basis.

46.03 If the modifier is to be reduced or removed, the Employer shall give the Union and the Employee three (3) months notice.

46.04 Human Resources will monitor market adjustments and provide information to the Union as to how often the market modifier is used and under what conditions.

ARTICLE 47

Northern Travel Benefit

47.01 Employees living and working in areas defined by the Canada Revenue Agency (CRA) as designated areas for Northern Travel Benefit shall have three thousand seven hundred fifty dollars ($3,750) of the annual salary considered to be paid as Travel Assistance Benefit and shall be indicated as such in the appropriate box in the annual T4 slip. The provision of this benefit shall in no way add to the cost of salary or benefits to the Employer and shall be in accordance with the provisions set by the CRA.

ARTICLE 48

Job Opportunities

48.01 In filling positions due to vacancies, appointments will be made on the basis of education qualifications, experience, relevant job qualification, and personal suitability.

48.02 In applying Clause 48.01, where two or more candidates are considered to be equal, internal candidates will be given preference.

48.03 All available job opportunities will be emailed to all staff by Human Resources a minimum of five (5) working days prior to the closing date for application(s) being submitted to the job opportunity.

48.04 Internal applicants will be notified by Human Resources if they are not screened into a competition.

48.05 Any Internal applicants who were interviewed for a job opportunity and were not successful will receive notification from either the panel chair or Human Resources to advise them.

48.06 An Internal applicant who is successful in the competition will be contacted by Human Resources.

48.07 If a continuous Employee fills a position on a temporary basis for a set term up to twenty-four (24) months, their continuous status is retained and they may be returned to their former position at their previous rate of pay.

48.08 Where circumstances require the Employer to fill a vacancy 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 a Wage Employee.

ARTICLE 49

Printing of Agreements

49.01 Each Party agrees to pay one-half (1/2) the cost of printing sufficient copies to provide each present and new Employee with one copy of the Collective Agreement.

49.02 Each Party further agrees to pay the full cost of printing additional copies that they order.

ARTICLE 50

Term and Effective Date

50.01 This Collective Agreement shall be effective from the first of the month following the date the Collective Agreement is signed by the Parties until June 30, 2020 and shall remain in effect thereafter in accordance with the legislation governing the negotiation of a replacement Collective Agreement.

50.02 The Parties agree that all current bargaining unit Employees on the date of signing shall receive retroactive pay in accordance with the provisions of this Collective Agreement.

IN WITNESS WHEREOF the Parties hereto have caused these presents to be executed by their duly authorized officers in that behalf the day and year first written below.

Dated at Edmonton, Alberta this 12th day of June, 2019.

For the College:

Chair, Board of Governors

President

Chair, Negotiating Committee

Witness:

For the Union:

President, Alberta Union of Provincial Employees

Chair, Local 071, Chapter 009

Witness:

General Staff Pay Schedule
Schedule "A" Assignment of Bands to Pay Grade
Effective July 1, 2017

Band	Hours/Week	Classification Title	Pay Grade
200-299	40.00	Security Personnel	1040
200-299	40.00	Bus Driver	
300-399	36.25	Caretaker	1110
300-399		Access Facilitator	
300-399		Community Access Point Facilitator	
300-399		Printshop Operator	
300-399	40.00	Facilities Assistant	1140
400-499	36.25	Library Support	1410
400-499		Admissions Support	
400-499		Administrative Assistant, Campus	
400-499		Administrative Assistant, Programs	
400-499		Administrative Assistant, Operations	
400-499		Administrative Assistant, Special Events	
400-499		Laboratory Assistants	
500-599	36.25	Student Records Support	1910
500-599		Records Support	
500-599		Educational Support	
500-599		Accounting Assistant	
500-599		Acquisition Technician	
500-599		Library Technician	
500-599		Library Assistant	
500-599		Service Desk Assistant	
500-599		Administrative Assistant, Director	
500-599		Housing Administrator, Operations	
500-599	40.00	Maintenance Support	1940
600-699	36.25	Administrative Assistant, Dean	2110
600-699		Administrative Assistant, Senior Director	
600-699		Administrative Assistant, Facilities	
700-799	36.25	Admissions Specialist	6510
700-799		Technical Support Specialist	
700-799		Health & Safety Officer	
700-799		eLearning Support Specialist	
700-799	40.00	Maintenance Personnel	6540
800-899	36.25	Supervisor, Finance Services	6110
800-899		Laboratory Technologist	
800-899		Records Management Specialist	
800-899		Office Coordinator, WOLF	
800-899		Purchasing Associate, Facilities	
800-899		Project Management Assistant	

Band	Hours/Week	Classification Title	Pay Grade
800-899		Access Facilitator/Recreations Services	
800-899		Museum Program Assistant	
800-899		Administrator, Student Awards	
800-899		Administrator, Bookstore	
900-999	36.25	Student Wellness Facilitator	3210
900-999		Liaison, Continuing Education & Corporate Training	
900-999		Liaison, Dual Credit	
900-999		eLearning Specialist	
900-999		Administrator, Museum	
900-999	40.00	Trades	3240
1000-1099	36.25	Webmaster	4010
1000-1099		Administrator, Institutional Research	
1000-1099		Marketing Officer	
1000-1099		Communications Officer	
1000-1099		Senior Liaison, Continuing Education & Corporate Training	
1000-1099		Administrator, Resource Programs	
1100-1199	36.25	Fund Development Officer	6010
1200-1299	36.25	Project Manager	4810

Schedule B – General Staff 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 item open for negotiations shall be General Staff Pay Schedule in Schedule B 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 1, 2019.

If the Parties have not been able to agree upon the general staff pay schedule, at any time after October 31, 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 January 30, 2020. In reaching its decision, the arbitration panel shall consider the matters identified in section 38 of the Public Service Employee Relations Act (PSERA).

Schedule B – General Staff Pay
B-10A July 1, 2017 – June 30, 2019
Formal
Throughout Schedule B, the salary grids show annual, monthly and hourly rates of pay

Band	Hours per week	Pay Grade	1	2	3	4	5	6	7	8
200-299	40	1040	40308	41112	41916	43020	44172	45276	46524	46968
			3359	3426	3493	3585	3681	3773	3877	3914
			19.30	19.69	20.07	20.60	21.16	21.68	22.28	22.49
300-399	36.25	1110	37992	38988	40020	41016	42168	43296	44508	44964
			3166	3249	3335	3418	3514	3608	3709	3747
			20.08	20.61	21.15	21.68	22.29	22.88	23.52	23.77
300-399	40	1140	41928	43020	44160	45276	46524	47808	49152	49632
			3494	3585	3680	3773	3877	3984	4096	4136
			20.08	20.61	21.15	21.68	22.29	22.88	23.52	23.77
400-499	36.25	1410	41016	42168	43296	44508	45804	46692	48204	48696
			3418	3514	3608	3709	3817	3891	4017	4058
			21.68	22.29	22.88	23.52	24.21	24.68	25.48	25.74
500-599	36.25	1910	46212	47616	49152	50616	52332	54000	55860	56412
			3851	3968	4096	4218	4361	4500	4655	4701
			24.42	25.17	25.98	26.75	27.66	28.54	29.52	29.82
500-599	40	1940	50964	52548	54228	55860	57744	59604	61632	62244
			4247	4379	4519	4655	4812	4967	5136	5187
			24.42	25.17	25.98	26.75	27.66	28.54	29.52	29.82
600-699	36.25	2110	47616	49152	50616	52332	54000	55860	57828	58428
			3968	4096	4218	4361	4500	4655	4819	4869
			25.17	25.98	26.75	27.66	28.54	29.52	30.56	30.88
700-799	36.25	6510	54924	57264	59592	62340	65004	68220	71544	72264
			4577	4772	4966	5195	5417	5685	5962	6022
			29.03	30.27	31.50	32.95	34.36	36.06	37.81	38.19

Schedule B – General Staff Pay
B-10A July 1, 2017 – June 30, 2019
Formal

Throughout Schedule B, the salary grids show annual, monthly and hourly rates of pay.

Band	Hours per week	Pay Grade	1	2	3	4	5	6	7	8
700-799	40	6540	60588	63180	65772	68760	71736	75300	78972	79764
			5049	5265	5481	5730	5978	6275	6581	6647
			29.03	30.27	31.50	32.95	34.36	36.06	37.81	38.19
800-899	36.25	6110	56544	58836	61536	64284	67380	70644	73788	74520
			4712	4903	5128	5357	5615	5887	6149	6210
			29.89	31.10	32.52	33.98	35.61	37.34	39.00	39.39
900-999	36.25	3210	58764	61368	64188	67140	70512	73644	76980	77748
			4897	5114	5349	5595	5876	6137	6415	6479
			31.06	32.44	33.93	35.49	37.27	38.92	40.69	41.09
900-999	40	3240	64848	67764	70848	74112	77808	81276	84948	85776
			5404	5647	5904	6176	6484	6773	7079	7148
			31.06	32.44	33.93	35.49	37.27	38.92	40.69	41.09
1000-1099	36.25	4010	61692	64344	67368	70368	73380	76680	80136	80952
			5141	5362	5614	5864	6115	6390	6678	6746
			32.61	34.01	35.61	37.19	38.78	40.53	42.36	42.79
1100-1199	36.25	6010	63024	66588	70200	73788	75828	80736	84228	85080
			5252	5549	5850	6149	6319	6728	7019	7090
			33.31	35.19	37.10	39.00	40.08	42.67	44.52	44.97
1200-1299	36.25	4810	67368	70368	73380	76680	79752	83256	86784	87672
			5614	5864	6115	6390	6646	6938	7232	7306
			35.61	37.19	38.78	40.53	42.15	44.00	45.87	46.34
1200-1299	40	4840	74352	77652	80988	84600	88008	91884	95772	96732
			6196	6471	6749	7050	7334	7657	7981	8061
			35.61	37.19	38.78	40.53	42.15	44.00	45.87	46.34

Schedule B – General Staff Pay
B-10B July 1, 2017 – June 30, 2019
Second Step (+2%)
Throughout Schedule B, the salary grids show annual, monthly and hourly rates of pay.

Band	Hours per week	Pay Grade	1	2	3	4	5	6	7	8
200-299	40.00	1040	41112	41940	42756	43884	45060	46176	47460	47904
			3426	3495	3563	3657	3755	3848	3955	3992
			19.69	20.09	20.48	21.02	21.58	22.11	22.73	22.94
300-399	36.25	1110	38748	39768	40824	41832	43008	44160	45396	45864
			3229	3314	3402	3486	3584	3680	3783	3822
			20.48	21.02	21.58	22.11	22.73	23.34	23.99	24.24
300-399	40.00	1140	42768	43884	45048	46176	47460	48768	50136	50628
			3564	3657	3754	3848	3955	4064	4178	4219
			20.48	21.02	21.58	22.11	22.73	23.34	23.99	24.24
400-499	36.25	1410	41832	43008	44160	45396	46716	47628	49164	49668
			3486	3584	3680	3783	3893	3969	4097	4139
			22.11	22.73	23.34	23.99	24.69	25.17	25.99	26.25
500-599	36.25	1910	47136	48564	50136	51624	53376	55080	56976	57540
			3928	4047	4178	4302	4448	4590	4748	4795
			24.91	25.67	26.50	27.29	28.21	29.11	30.11	30.41
500-599	40.00	1940	51984	53604	55308	56976	58896	60792	62868	63492
			4332	4467	4609	4748	4908	5066	5239	5291
			24.91	25.67	26.50	27.29	28.21	29.11	30.11	30.41
600-699	36.25	2110	48564	50136	51624	53376	55080	56976	58980	59592
			4047	4178	4302	4448	4590	4748	4915	4966
			25.67	26.50	27.29	28.21	29.11	30.11	31.17	31.50
700-799	36.25	6510	56028	58404	60780	63588	66300	69588	72972	73704
			4669	4867	5065	5299	5525	5799	6081	6142
			29.61	30.87	32.12	33.61	35.04	36.78	38.57	38.96

Schedule B – General Staff Pay
B-10B July 1, 2017-June 30, 2019
Second Step (+2%)
Throughout Schedule B, the salary grids show annual, monthly and hourly rates of pay.

Band	Hours per week	Pay Grade	1	2	3	4	5	6	7	8
700-799	40.00	6540	61800	64440	67092	70140	73176	76812	80556	81360
			5150	5370	5591	5845	6098	6401	6713	6780
			29.61	30.87	32.12	33.61	35.04	36.78	38.57	38.96
800-899	36.25	6110	57672	60012	62772	65568	68724	72060	75264	76008
			4806	5001	5231	5464	5727	6005	6272	6334
			30.48	31.72	33.18	34.66	36.32	38.09	39.78	40.17
900-999	36.25	3210	59940	62592	65472	68484	71928	75120	78516	79308
			4995	5216	5456	5707	5994	6260	6543	6609
			31.68	33.08	34.60	36.20	38.02	39.70	41.50	41.92
900-999	40.00	3240	66144	69120	72264	75600	79368	82896	86652	87492
			5512	5760	6022	6300	6614	6908	7221	7291
			31.68	33.08	34.60	36.20	38.02	39.70	41.50	41.92
1000-1099	36.25	4010	62928	65628	68712	71772	74844	78216	81744	82572
			5244	5469	5726	5981	6237	6518	6812	6881
			33.26	34.69	36.32	37.93	39.56	41.34	43.21	43.64
1100-1199	36.25	6010	64284	67920	71604	75264	77340	82356	85908	86784
			5357	5660	5967	6272	6445	6863	7159	7232
			33.98	35.90	37.85	39.78	40.88	43.53	45.41	45.87
1200-1299	36.25	4810	68712	71772	74844	78216	81348	84924	88524	89424
			5726	5981	6237	6518	6779	7077	7377	7452
			36.32	37.93	39.56	41.34	43.00	44.89	46.79	47.26
1200-1299	40.00	4840	75840	79200	82608	86292	89772	93720	97692	98664
			6320	6600	6884	7191	7481	7810	8141	8222
			36.32	37.93	39.56	41.34	43.00	44.89	46.79	47.26

Schedule B – General Staff Pay
B-10C July 1, 2017-June 30, 2019
Third Step (+4%)
Throughout Schedule B, the salary grids show annual, monthly and hourly rates of pay.

Band	Hours per week	Pay Grade	1	2	3	4	5	6	7	8
200-299	40	1040	41916	42756	43596	44736	45936	47088	48384	48852
			3493	3563	3633	3728	3828	3924	4032	4071
			20.07	20.48	20.88	21.43	22.00	22.55	23.17	23.40
300-399	36.25	1110	39516	40548	41616	42660	43860	45024	46284	46764
			3293	3379	3468	3555	3655	3752	3857	3897
			20.89	21.43	22.00	22.55	23.18	23.80	24.46	24.72
300-399	40	1140	43608	44736	45924	47088	48384	49716	51120	51612
			3634	3728	3827	3924	4032	4143	4260	4301
			20.89	21.43	22.00	22.55	23.18	23.80	24.46	24.72
400-499	36.25	1410	42660	43860	45024	46284	47640	48564	50136	50640
			3555	3655	3752	3857	3970	4047	4178	4220
			22.55	23.18	23.80	24.46	25.18	25.67	26.50	26.77
500-599	36.25	1910	48060	49524	51120	52644	54420	56160	58092	58668
			4005	4127	4260	4387	4535	4680	4841	4889
			25.40	26.18	27.02	27.82	28.76	29.68	30.70	31.01
500-599	40	1940	53004	54648	56400	58092	60048	61992	64092	64728
			4417	4554	4700	4841	5004	5166	5341	5394
			25.40	26.18	27.02	27.82	28.76	29.68	30.70	31.01
600-699	36.25	2110	49524	51120	52644	54420	56160	58092	60144	60768
			4127	4260	4387	4535	4680	4841	5012	5064
			26.18	27.02	27.82	28.76	29.68	30.70	31.79	32.12
700-799	36.25	6510	57120	59556	61980	64836	67608	70944	74400	75156
			4760	4963	5165	5403	5634	5912	6200	6263
			30.19	31.48	32.76	34.27	35.73	37.50	39.32	39.72

Schedule B – General Staff Pay
B-10A July 1, 2017-June 30, 2019
Third Step (+4%)
Throughout Schedule B, the salary grids show annual, monthly and hourly rates of pay.

Band	Hours per week	Pay Grade	1	2	3	4	5	6	7	8
700-799	40	6540	63012	65712	68400	71508	74604	78312	82128	82956
			5251	5476	5700	5959	6217	6526	6844	6913
			30.19	31.48	32.76	34.27	35.73	37.50	39.32	39.72
800-899	36.25	6110	58800	61188	63996	66852	70080	73464	76740	77496
			4900	5099	5333	5571	5840	6122	6395	6458
			31.08	32.34	33.82	35.33	37.04	38.83	40.56	40.96
900-999	36.25	3210	61116	63828	66756	69828	73332	76584	80064	80856
			5093	5319	5563	5819	6111	6382	6672	6738
			32.30	33.74	35.28	36.91	38.76	40.48	42.32	42.74
900-999	40	3240	67440	70476	73680	77076	80916	84528	88344	89208
			5620	5873	6140	6423	6743	7044	7362	7434
			32.30	33.74	35.28	36.91	38.76	40.48	42.32	42.74
1000-1099	36.25	4010	64164	66912	70068	73188	76320	79752	83340	84192
			5347	5576	5839	6099	6360	6646	6945	7016
			33.91	35.37	37.03	38.68	40.34	42.15	44.05	44.50
1100-1199	36.25	6010	65544	69252	73008	76740	78864	83964	87600	88488
			5462	5771	6084	6395	6572	6997	7300	7374
			34.64	36.60	38.59	40.56	41.68	44.38	46.30	46.77
1200-1299	36.25	4810	70068	73188	76320	79752	82944	86592	90252	91176
			5839	6099	6360	6646	6912	7216	7521	7598
			37.03	38.68	40.34	42.15	43.84	45.77	47.70	48.19
1200-1299	40	4840	77328	80760	84228	87984	91524	95556	99600	100596
			6444	6730	7019	7332	7627	7963	8300	8383
			37.03	38.68	40.34	42.15	43.84	45.77	47.70	48.19

Letter of Understanding

between

the Board of Governors of Northern Lakes College

and

the Alberta Union of Provincial Employees

Local 071, Chapter 009

Re: Workload

The Parties agree to the following and will remain in effect until June 30, 2020:

1. Any workload concerns should be addressed with an Employee's immediate supervisor. The Employee's Supervisor or designate shall meet with the Employee and, if so desired by the Employee, a representative of the Union to discuss and resolve the specifics of the concerns.

2. Fluctuations in workload are normal and acceptable as long as they do not become excessive. Excessive workloads are systemic and unmanageable workloads that span extended periods of at least twenty (20) consecutive work days.

3. Throughout workload discussions, the parties involved will look for ways to improve processes, create efficiencies, and assess resources available to respond to workload issues.

4. Any decisions deriving from workload discussions are not subject to Article 25 - Grievance Procedure.

Signed on behalf of the Employer

Signed on Behalf of the Union

Date: July 3/19

Date: June 12th, 2019

Letter of Understanding

Between

the Board of Governors of Northern Lakes College

and

the Alberta Union of Provincial Employees
Local 071 Chapter 009

Re: Contracting Out

The parties agree to the following:

In order to provide job security for current members of the bargaining unit, the Employer agrees it is not the intention to enter into any contracting out that directly results in the loss of any bargaining unit Employee's employment during the term of the Collective Agreement. However, if it becomes necessary to contract out the Union will be provided with as much notice as possible and with a minimum of ninety (90) calendar days notice wherever possible. The Union will be provided the opportunity to discuss any planned intent to contract out.

This Letter of Understanding will expire on June 30, 2020.

Signed on behalf of the Employer

Signed on Behalf of the Union

Date: July 3/19

Date: June 12th, 2019