

COLLECTIVE AGREEMENT

BETWEEN



THE GOVERNORS OF THE UNIVERSITY OF CALGARY

AND



ALBERTA UNION OF PROVINCIAL EMPLOYEES
LOCAL 052

April 1, 2018 - March 31, 2020

An Introduction to Your Union

As a support staff Employee of the University of Calgary you are a Member of the Alberta Union of Provincial Employees Local 52.

Local 52 is comprised of four Chapters (see back cover for list of Chapters and Officers). Each Chapter elects an Executive and Union Stewards from among its Members. The Chapters are charged with ensuring that the individual needs of an Employee's group are represented in any dispute with the Board, and that the unique requirements of the Chapter are represented on Local Council.

Representatives to Local 52 Council are elected by the Chapters. The Local Executive is elected from among the members of Local Council.

Your Local Council, in conjunction with AUPE Central Office, is responsible for representing your interests before the Board, negotiating working conditions and salaries contained in the Collective Agreement and the day-to-day running of the Local.

In matters pertaining to the interpretation of the Collective Agreement, or for advice on matters not covered therein, you should contact a Union Steward, Membership Service Officer (MSO) or the Executive of the Chapter to which you belong. It is their duty to assign or handle grievances and to assist the Membership with problems and to give advice for solutions.

Good and Welfare – Local 52 has established a Good and Welfare Committee for the purposes of recognizing life events of our members and sending acknowledgments on behalf of the Local. For more information or to make a request, please visit our website at local052.aupe.ca

Local 52 maintains an office in Science A117, which will be staffed as necessary to deal with the concerns of the Membership. The office phone number is 403-220-8511 where messages may be left and a Local 52 Officer will contact you, or you can email chiefstewardlocal052@aupe.ca.

AUPE maintains a Calgary office at 2116 27th Ave NE and can be reached at 1-800-232-7284. An efficient staff member will be glad to assist.

You are encouraged to take an active part in the running of your Local. You will find the experience of representing your fellow employees interesting, educational, and rewarding. Your Local and your Union's effectiveness is directly proportional to the sum of its active participants.

This page contains information supplied by the Union and is not part of the Agreement.

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BETWEEN:

THE GOVERNORS OF THE UNIVERSITY OF CALGARY, a body
corporate operating The University of Calgary
(hereinafter called "the Board")

OF THE FIRST PART

and

THE ALBERTA UNION OF PROVINCIAL EMPLOYEES
(hereinafter called "the Union")

OF THE SECOND PART

WHEREAS, the Public Service Employee Relations Act (hereinafter referred to as "the Act"), applies to The University of Calgary (hereinafter called "the University") and the support staff of the University (hereinafter called "Employee" or "Employees");

AND WHEREAS, the Union has the sole right to negotiate and conclude a Collective Agreement on behalf of the Employees of the Board pursuant to the Acts;

AND WHEREAS, the Parties are mutually desirous of entering into an Agreement as defined in the Act containing provisions with reference to rates of pay, hours of work and other terms or conditions of employment and providing a procedure for the consideration of grievances and the settlement of disputes;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the premises the Parties hereto mutually covenant and agree with each other as follows:

PART A
COMMON PROVISIONS



AND



LOCAL 52

ARTICLE 1
Interpretation and Definitions

1.01 In this Agreement Employees shall fall into one of the following principle categories:

- (a) "Operating Employees" (OP) are engaged on a Regular, Seasonal Recurring Part-time, Limited-term, Temporary, Temporary Relief, Casual or Student basis to support the ongoing operations of the University. Salaries of Operating Employees are paid through operating budgets or dedicated funding other than trust or University research funds.
- (b) "Fixed-term Employees" (FXT) are engaged by the University on a Regular, Recurring Part-time, Casual or Student basis to support research projects, Trustholders, or both, at the University for a period of up to five (5) years. Salaries of Fixed-term Employees are paid through University research funds or trust funds. Fixed-term appointments are dependent on the availability of research funds or trust funds and may be renewed without posting. There is no limit on the number of times a Fixed-term appointment can be renewed.

1.02 In this Agreement unless the context otherwise requires:

- (a) "Academic Year" means July 1 to June 30.
- (b) "Anniversary Date" means the first (1st) day of the month the Employee commenced employment with the University of Calgary.
- (c) "Associate Vice-President (Human Resources)" means the Associate Vice-President (Human Resources) of the University or a designee.
- (d) "Basic Salary Rate" means the Employee's monthly, annual or hourly wage exclusive of all premium payments according to their assigned Job Family and Phase listed in Schedule "A" – Salary Schedule.
- (e) "Casual Employees" are Operating or Fixed-term Employees engaged to work shifts of three (3) hours or more to:
 - (i) replace an Employee absent from work for a period of less than twenty (20) consecutive work days, and/or
 - (ii) augment the regular work force on no more than thirty (30) work days per calendar year.

Casual Employees working in excess of the amounts specified above shall be compensated at the rate of one and one-quarter (1.25) times the Employee's regular rate for all excess hours worked.

- (f) "Department" means an Organizational Unit as designated or delegated by the Board.
- (g) "Department Head" means a person who is authorized to deal with Grievances within a Department.

- (h) "Full-time Employees" are Operating or Fixed-term Employees engaged to perform work on an established schedule based on the normal daily and weekly hours of work for their Job Family.
- (i) "Green-Circled Employees" shall mean Employees whose Basic Salary Rate exceeds that currently in effect in Schedule "A" and who shall subsequently continue to receive all negotiated increases.
- (j) "Job Family" is a group of Positions with similar responsibilities, characteristics, experience and educational requirements. Job Families are defined in the Job Placement Manual.
- (k) "Job Profile" means a description of the Board's requirements and expectations of the Position. The Job Profile includes the primary purpose, nature of the work, education/experience required and accountabilities of the Position.
- (l) "Job Review" means a review of the Position to determine the appropriate placement in a Job Family and Phase.
- (m) "Limited Term Employees" are Operating Employees engaged on either a full-time or part-time basis for a non-recurring position created through the use of dedicated funding whose terms of hire establish an anticipated end date. The length of a limited term appointment shall not be less than six (6) months and not more than two (2) years. Should the Limited Term appointment be extended beyond two years from the commencement date of the appointment, the Employee shall be entitled to notice or pay in lieu of notice according to the Notice Schedule in Article OP40 – Position Abolishment. No Limited Term appointment shall be extended for more than two (2) years beyond the appointment's original end date. Such Employees shall not be rehired to another Limited Term appointment within the same Department for one (1) year following the date of termination.
- (n) "Local" means Local 52 of the Alberta Union of Provincial Employees.
- (o) "Member" means an Employee of the University who is included in the bargaining unit and who is a Member of the Union.
- (p) "Part-time Employees" are Operating or Fixed-term Employees engaged to perform work on an established schedule during only part of the normal work day or on less than the full number of work days in each week but not less than fourteen (14) hours per week.
- (q) "Phase" means a level within the Job Family. A Phase represents a group of Positions within the Job Family with similar levels of primary purpose and accountability. Phases are defined in the Job Placement Manual.
- (r) "Position" means the normal duties and responsibilities of the Employee within a Department.

- (s) "Recurring Part-time Employees" are Operating or Fixed-term Employees engaged to perform work on an irregular schedule. Such Employees may work shifts up to the normal daily and weekly hours of work for their Job Family.

If a Recurring Part-time Employee appears to be working regularly scheduled hours, for a period of six (6) months in the same Position and the same Department, then the Parties will have a problem solving discussion to review the Employee's status as per Article 1 - Interpretation and Definitions and make adjustments as agreed.

- (t) "Regular Employees" are Operating or Fixed-term Employees engaged on either a full-time or part-time basis.
- (u) "Sessional Employees" are Operating Employees engaged on either a full-time or part-time basis for specified periods of employment of a recurring nature not less than twenty (20) consecutive work days and not more than twelve (12) months during each year.
- (v) "Student Employees" are Operating or Fixed-term Employees whose Position duties fall in Phase I of a Job Family and are engaged to perform variable work on an irregular schedule for not less than three (3) hours per shift and for not more than twenty-two and one-half (22.5) hours per week. Student Employees working greater than twenty-two and one-half (22.5) hours per week shall be compensated for any hours in excess of twenty-two and one-half (22.5) hours per week at the rate of one and one-quarter (1.25) times the Employee's regular rate, except during December 1 to January 15 and the period of May 1 to September 15.

Student Employees must be registered in one (1) full University course or more, or registered as a Graduate Student at the University.

- (w) "Supervisor" means a person to whom an Employee is directed to report and who is not in the bargaining unit.
- (x) "Temporary Employees" are Operating Employees engaged on either a full-time or part-time basis to work on a regular schedule for a period of not less than twenty (20) consecutive work days and not more than six (6) consecutive months.

Such Employees shall not be rehired to another Temporary Appointment within the same Department for one (1) year following the date of termination except to replace an absent Employee through Article 42 – Job Opportunities.

The status of a Temporary Employee who works more than six (6) consecutive months will be changed to that of a Regular or Sessional Employee.

No maximum period of employment shall apply to a Temporary Employee engaged to replace a former Employee who has filed a complaint against the Board under the *Alberta Human Rights Act*.

- (y) "Temporary Relief Employees" are Operating Employees engaged on either a full-time or part-time basis to work on a regular schedule, for a period of more than six months or whose preceding "Temporary Employee" appointment in addition to the "Temporary Relief Employee" appointment is more than six months with no breaks in service and are replacing a Regular or Sessional Employee who is absent and expected to return. No maximum period of employment shall apply.
- (z) "Trustholder" is the recognized person(s) who holds research grants, contracts or is responsible for some other form of trust account at the University, and who is an authorized representative of the Board.
- (aa) "Union" shall mean the Alberta Union of Provincial Employees.
- (bb) "Union Officers" means Members who are designated or elected in accordance with the Constitution of the Union.

ARTICLE 2

Application of Agreement

Refer to Article OP2 in Part B (Operating Provisions) or Article FXT2 in Part C (Fixed-term Provisions) as appropriate.

ARTICLE 3

Management Rights

- 3.01 All matters not specifically covered by this Agreement will be dealt with at the sole discretion of the Board in a reasonable manner.

ARTICLE 4

Bargaining Agent

- 4.01 The Board recognizes the Union as the exclusive bargaining agent for all Employees. Except where allowed by this Agreement, the Board shall not recognize any Employee, group of Employees or the Union Local as representing the Union; nor shall the Board enter into any separate agreement with such Employee(s) or Union Local which is at variance with the terms or conditions of this Agreement, without prior written approval of the Union.
- 4.02 There shall be no discrimination, coercion or penalty exercised or practiced respecting an Employee's membership status or lawful activity in the Union.
- 4.03 An Employee shall have the right to wear or display the recognized insignia of the Union; however, no such insignia larger than a lapel pin shall be worn on issue clothing or uniforms, nor shall an insignia be displayed on Board equipment or property.

ARTICLE 5
Legislation and the Collective Agreement

- 5.01 If any law passed by the Government of Alberta renders null and void, or alters, any provision of this Agreement, the remaining provisions shall remain in effect for the term of the Agreement and the Parties shall negotiate, in accordance with the bargaining procedures of the Act, a satisfactory provision to be substituted for the provision thus affected.
- 5.02 The Board, from time to time, may issue regulations and directives; however, such regulations and directives shall not contravene the terms of this Agreement.

ARTICLE 6
Respectful Workplace

- 6.01 The Board, Union, and Employees are committed to having a safe and respectful workplace where discrimination, Sexual Violence, and Harassment are not tolerated.
- 6.02 “Harassment” means:
- (a) Unwelcome and inappropriate verbal, written, graphic or physical conduct, or coercive behaviour, where the behaviour is known or reasonably ought to be known to be unwelcome and is based on a Protected Ground as defined in the University’s Harassment Policy, or
 - (b) Personal Harassment means unwelcome verbal, written, graphic, or physical conduct, behaviour or communication, not based on a Protected Ground, and directed toward an individual or group of individuals where:
 - (i) there is a misuse or abuse of power having the effect or purpose of significantly abusing, threatening, demeaning or intimidating an individual or group of individuals; or
 - (ii) such conduct has the purpose or effect of significantly interfering with work or educational performance; or
 - (iii) such conduct creates an intimidating, hostile, or offensive working, living or educational environment.
- 6.03 “Sexual Violence” means any violence, physical or psychological, that is committed, threatened or attempted against a person without the person's consent through a sexual means or by targeting gender identity or sexuality. This includes, but is not limited to, Sexual Assault and Sexual Harassment (as defined in the University's Sexual Violence Policy), indecent exposure, voyeurism, degrading sexual imagery, and distribution of sexual images or video of a University Community member without their consent. It can include a single incident or a pattern of behaviour whether in person, online or via other means.
- 6.04 Complaints of Harassment and Sexual Violence shall be dealt with in accordance with University policies.

- 6.05 The University's Harassment Policy and Sexual Violence Policy, including the definitions of Harassment and Sexual Violence, shall not be altered in any way that materially affects Employees prior to meaningful consultation with the Local.
- 6.06 In the event that the University's definitions of Harassment or Sexual Violence are amended in the University's policies, the amended definitions shall apply.
- 6.07 Nothing in this Article precludes or is intended to discourage Employees from filing a Grievance in accordance with Article 14, Grievance Procedure, or a complaint with the Alberta Human Rights Commission.

ARTICLE 7

Union Membership and Dues Check-Off

- 7.01 Employees must become Members of the Union as a condition of employment.
- 7.02 The Board will deduct the Union's regular monthly Membership Dues from the pay of each Employee.
- 7.03 The Board shall remit the dues to the Union by the first working day after the fifteenth (15th) calendar day in the following month. The remitted dues shall be accompanied by particulars identifying each Employee in a printed form and electronically showing the name of the Employee, last known address, the amount of Dues deducted, Job Family and Phase, starting date and University email address. Effective six (6) months following ratification of this Collective Agreement the particulars shall also include a listing of all Employees on an extended unpaid leave.
- 7.04 The Union shall advise the Board, in writing, of any change in the amount of the regular monthly Membership Dues to be deducted from the Employee's pay. Such advice shall be communicated to the Board at least thirty (30) days before the effective date of the change.
- 7.05 No Employee shall be subject to dismissal from employment as a result of loss of Membership in the Union, notwithstanding anything to the contrary in this Agreement.
- 7.06 The Board shall provide the Local Secretary or a Designee with a monthly list of Regular, and Sessional Employees newly engaged to work during the previous month. Such list shall include each Employee's name, Job Family and Phase and Department.
- 7.07 The Union agrees to indemnify and save the Board harmless against any claims or liability arising out of the application of this Article.

ARTICLE 8

Union Stewards

- 8.01 The Board will recognize Employees who are elected as Union Stewards to act with and on behalf of Employees in discussions with Supervisors and representatives of the Board as outlined in Article 13 - Joint Consultation and Article 14 - Grievance Procedure.

- 8.02 A list of Union Stewards shall be supplied to the Board. The Board shall be advised immediately by the Union, in writing, of any change in this list. The total number of Union Stewards shall not exceed one (1) for each thirty-five (35) Employees.
- 8.03 The Union agrees it shall not appoint Union Stewards in a manner that may be incompatible with the Board's operational needs.

ARTICLE 9
Time Off For Union Officers and Members

- 9.01 Time off, without loss of regular earnings, will be granted to Employees on the following basis:
- (a) An Employee, and/or Union Steward, for time spent discussing differences or Grievances with representatives of the Board as outlined in Article 14 - Grievance Procedure, and to attend any associated hearing or Arbitration or to attend any investigative or disciplinary meeting.
 - (b) Union Officers and designated representatives for time spent meeting with representatives of the Board under Article 13.
 - (c) An Employee, and/or Union Steward, for time spent to attend meetings or hearings in respect of the Employee's complaint under the Board's Policy and Procedures on Respect in the Workplace/ Harassment.
 - (d) An Employee assigned by the Union to serve on Committees at the request of the Board shall be released from the Employee's duties to participate on such Committees.
- 9.02 Time off, without loss of regular earnings, will be granted to the Local Chair and the Chief Steward on the following basis:
- (a) The amount of time for the Local Chair will be the equivalent of two (2) work days per week.
 - (b) The amount of time for the Chief Steward will be the equivalent of five (5) work days per week.
 - (c) A Chief Steward shall return to their previous Position with the University once they are no longer in their elected role provided they have not been in the role for greater than two terms. If the previous Position is not available, the Board shall make efforts to find an alternate position in consultation with the Employee and the Union. If there are no suitable alternate Positions available the Employee shall be entitled to their rights under Article OP40. Should a Fixed-term, Limited-term, Temporary, or Temporary Relief Employee be elected as the Chief Steward and their appointment ends during their elected term, the Board shall have no obligation to extend their appointment.
 - (d) Any one continuous period of time off will not be less than one half (1/2) of a work day. However, alternate arrangements may be made between the Department Head and the affected Union Officer.

- (e) The Board will schedule time off as agreed with the affected Union Officer.
- (f) No time off will be granted under the operation of Clause 9.01 (excepting Arbitration days) and Sub-Clause 9.03(h).

9.03

Time off, without pay, shall be granted to Members who:

- (a) are designated as representatives [not to exceed three (3) in number] to the Provincial Executive of the Union, to attend regular or special meetings of that body.
- (b) are elected to the Union Executive Committee [not to exceed two (2) in number], to attend regular scheduled meetings of this Committee.
- (c) are Members [not to exceed five (5) in number] of the Provincial Executive Standing Committees named in the Union Constitution, to attend regular meetings of those Committees.
- (d) Members [not to exceed six (6) in number except as otherwise agreed] of the Local Bargaining Committee during negotiations with the Board and during Preparatory Meetings before and during such negotiations.
- (e) are appointed to the Local Bargaining Committee [not to exceed four (4) in number, in addition to (d) above], for time spent in preparation for negotiations.
- (f) are attending Union training courses [not to exceed twelve (12) Members in number per course].
- (g) are selected as delegates [not to exceed one (1) delegate per one hundred (100) Members or portion thereof plus the Provincial Executive Member(s)], to attend the Annual Convention of the Union or to represent the Union at the Conventions of the Alberta Federation of Labour, the Canadian Labour Congress and the National Union of Public and General Employees.
- (h) are Union Stewards, for reasonable time spent discussing a Grievance.
- (i) are elected for, or appointed to, a full-time position with the Union without loss of seniority for a period not to exceed two (2) years. Such leave of absence shall be renewable for a further term upon written request.
- (j) are elected to the Local Council to attend regularly scheduled meetings.

In each of the above Sub- Clauses, the stated maximum number of participants refers only to the number of Members who may be granted time off at any one time.

No Member shall be allowed time off in excess of ten (10) work days in any one (1) calendar year except as required under Sub-Clauses (a), (c) and (d) above. However, additional time off may be granted at the discretion of the Board upon request of the Local Chair.

- 9.04 To accommodate negotiations, the Board will make reasonable adjustments to the hours of work for Employees working shifts who are Union Negotiation Committee Members.
- 9.05 In all the foregoing provisions, time off shall be reasonably accommodated. Employees shall provide as much advance notice as is possible when requesting time off.
- 9.06 To facilitate the administration of Clause 9.03, the Board will grant the leave of absence with pay and invoice the Union for the Employee's salary or for the replacement salary costs, whichever is the greater.
- 9.07 No Union business other than that indicated herein shall be conducted during working hours.
- 9.08 The Parties acknowledge the importance of the Local Chapters' Annual General Meetings and are committed to continue developing processes to identify mutual ways to facilitate attendance at these meetings, subject to the operational requirements of the Unit. Subject to operational requirements, an Employee shall be released from their duties without loss of regular earnings for one (1) hour if the AGM occurs during their regular working hours.
- 9.09 To facilitate the administration of Clauses 9.01, 9.02 and 9.03, the Union shall make available an up-to-date list of Union Officers and designated representatives including the title of their elected or designated role.

ARTICLE 10

Rights and Privileges of the Local

- 10.01 Upon forty-eight (48) hours' written notice to the Associate Vice-President (Human Resources), space shall be granted to Union Officers, to hold regular or special meetings of the Union at the University at times outside of scheduled working hours, provided that suitable space is available.
- 10.02 The Board agrees to provide the Local with the following in connection with the conduct of the business of the Local and at a cost to be agreed upon by the Parties: office space, telephone service, and internet service. Further, the Board will endeavor to provide six (6) months' notice of any plan to move the Local offices. Any replacement of office space shall be comparable and shall be provided without additional cost to the Local.
- 10.03 The Board agrees that the Local shall be entitled to use photocopying, printing, audio-visual equipment and postal services of the University subject to availability and rates and regulations established for similar University users.
- 10.04 The Local shall be entitled to appoint one (1) non-voting member to The University Budget Committee and to any successor committee with a like function and shall be entitled to appoint one (1) non-voting member to The Academic Planning and Priorities Committee and to any successor committee with a like function.

- 10.05 Designees of the Local may brief new Employees on the operation of the Union for a minimum of fifteen (15) minutes during every Orientation Session held for these Employees by the Board.
- 10.06 As a consequence of the extensive benefits provided in respect to Sick Leave, the Board shall retain the full amount of any premium rebate allowable on employment insurance under the *Employment Insurance Act*. On an annual basis, the Board will disclose in writing, to the Local Chair the amount of any premium rebate granted by Human Resources and Skills Development Canada.
- 10.07 The Board shall allow the Local access to the University's internal email system including a special listserv (or equivalent) set up for the purpose for providing Union information directed to its Members.

ARTICLE 11

Union Notices

- 11.01 Locked, glass enclosed bulletin boards shall be provided for the posting of approved notices related to Union affairs and functions.
- 11.02 One electronic bulletin board shall be permitted in each of the six (6) University zones for the posting of approved notices related to Union affairs and functions.
- 11.03 For the purpose of this Article, "approved" means, approved by a Union Officer and the Associate Vice-President (Human Resources).
- 11.04 The Board reserves the right to designate the location of bulletin boards following consultation with the Local. The Board shall provide ninety (90) days' written notice to the Local of the need to change any of the locations.
- 11.05 All costs including installation, maintenance, ongoing operation and relocation of electronic bulletin boards shall be borne by the Local.

ARTICLE 12

Printing of Agreement

- 12.01 The Board and the Union will each pay one-half (1/2) of the cost of printing copies of this Agreement. In the interest of sustainability, the Parties agree to limit the number of copies to an initial printing of two thousand (2000). If it becomes necessary to print additional agreements the Board and the Union will agree on the number prior to printing.
- Each party will make available on their respective websites an electronic copy of this Agreement.

ARTICLE 13
Joint Consultation

- 13.01 For the purpose of resolving difficulties and for promoting harmonious relationships, discussions regarding matters of concern shall take place between designated representatives of the Union and designated representatives of the Board, at an agreed upon regular schedule.
- 13.02 Joint Consultation meetings shall be held on a monthly basis. The parties may agree to meet more or less frequently as required.
- 13.03 The parties shall notify one another in advance of attendees at Joint Consultation meetings.
- 13.04 Arrangements for such discussions will be made through the Associate Vice-President (Human Resources) and the Chair of the Local, or designees.
- 13.05 Joint Consultation shall consist of identifying problems, issues and challenges, and discussing potential solutions for consideration by the Board.
- 13.06 The parties shall not discuss matters that are the subject of outstanding Individual or Group Grievances, the procedure for which is outlined in Article 14 – Grievance Procedure.
- 13.07 Joint Consultation, in the above format, will also take place to deal with matters of Policy Grievances subject to Article 14, Group Benefits under Article 35, Long Term Disability under Article 36, Contracted Services under Article 50, and Workplace Health and Safety under Article 51.

ARTICLE 14
Grievance Procedure

- 14.01 For the purpose of this Article, the following definitions shall apply:
- (a) "Grievance" means a difference arising out of the interpretation, application, administration or alleged violation of the Collective Agreement and shall be categorized as follows:
 - (i) "Individual Grievance" is a difference affecting one (1) Employee.
 - (ii) "Group Grievance" is a difference affecting two (2) or more Employees.
 - (iii) "Policy Grievance" is a difference between the Parties, which due to its nature, is not properly the subject of an Individual Grievance or Group Grievance.
 - (b) "Days" mean calendar days not including Saturdays, Sundays or Paid Holidays.

Grievance Process

14.02 Informal Discussion

- (a) An Employee who believes they have a Grievance shall, whenever possible, first discuss the matter with their immediate supervisor and attempt to resolve the difference at this stage.
- (b) In the event that it is not resolved satisfactorily to the Employee, it may be advanced in accordance with the process set out in this Article.

14.03 Grievances shall commence at Step One except that:

- (a) An Individual Grievance regarding a dismissal shall commence at Step Two.
- (b) A Policy Grievance initiated by the Union shall commence at Step Two.
- (c) A Policy Grievance initiated by the Board shall be submitted directly to the Union President. The Union President shall render a written decision within five (5) days of receipt of the Grievance. If the Grievance is not resolved, the Board may advance the Grievance to arbitration.

14.04 Step One

- (a) In the event of an Individual Grievance, the Employee shall submit a written Grievance through the Union to the Associate Vice-President (Human Resources), outlining the difference, the article(s) claimed to have been violated, and the redress sought; this Grievance shall be submitted within ten (10) days of the date the Employee first became aware of or reasonably should have become aware of the act causing the Grievance.
- (b) In the event of a Group Grievance, the Union shall submit a written Grievance to the Associate Vice-President (Human Resources), outlining the difference, the article(s) claimed to have been violated, the names of all Employees affected, and the redress sought; this Grievance shall be submitted within ten (10) days of the date the Employee first became aware of or reasonably should have become aware of the act causing the Grievance.
- (c) The Associate Vice President (Human Resources) shall resolve the difference or convene a meeting between the Parties within ten (10) days of receipt of the written Grievance. The purpose of this meeting shall be to resolve the difference where possible. A written decision shall be issued within ten (10) days of the Grievance meeting.
- (d) No person shall be designated as the hearing officer at step one if their actions or decisions are the subject of the Grievance.

14.05

Step Two

- (a) In the event of an Individual Grievance regarding a dismissal, the Employee may submit a written Grievance at Step Two through the Union to the Vice-President (Finance and Services), outlining the difference, the clause(s) claimed to have been violated, and the redress sought this Grievance shall be submitted within ten (10) days of the dismissal. The Vice-President (Finance and Services), or designee, shall convene a hearing between the Parties within twenty (20) days of receipt of the written Grievance at Step Two. The Vice-President (Finance and Services) or designee shall issue the decision in writing within ten (10) days of hearing the Grievance.
- (b) In the event of a Policy Grievance, the Union shall submit a written Grievance to the Vice-President (Finance and Services), outlining the difference, the clause(s) claimed to have been violated, and the redress sought; this Grievance shall be submitted within twenty (20) days of the date the Union first became aware of or reasonably should have become aware of the act causing the Grievance. The Vice-President (Finance and Services), or designee, shall convene a meeting between the Parties within ten (10) days of receipt of the written Grievance. The purpose of this meeting shall be to resolve the difference where possible. A written decision shall be issued within ten (10) days of the Grievance meeting.
- (c) Subject to the Union's approval, a Grievance that is not resolved at Step One may be referred in writing to the Vice-President (Finance and Services) within ten (10) days of the decision at Step One. The Vice-President (Finance and Services), or designee, shall convene a hearing between the Parties within ten (10) days of receipt of the written Grievance at Step Two. The Vice-President (Finance and Services) or Designee shall issue the decision in writing within ten (10) days of hearing the Grievance.

14.06 If the Grievance relates to the termination of a Casual, Temporary, Student or Probationary Employee, the decision of the Vice-President (Finance and Services), or designee at Step Two, shall be final and the Grievance shall not be submitted to Arbitration.

14.07 Nothing in this Article prevents the Parties from mutually agreeing to forego Steps in the Grievance Process.

14.08 Optional Mediation

A Grievance not resolved at Step 2 may be referred to Mediation if both the Union and the Board agree to do so. A Grievance not resolved at Mediation may be referred to Arbitration by one Party giving written notice to the other within ten (10) days of the Mediation being concluded. Each of the Parties to this Collective Agreement shall bear the expenses of the Mediator equally.

14.09 Arbitration

Subject to Clauses 14.06 and 14.08, a Grievance that is not resolved at Step Two may be referred to Arbitration as provided in the Act. Where either Party submits a Grievance to Arbitration, the other Party shall be notified in writing within ten (10) days of the decision of the Vice-President (Finance and Services), or designee at Step Two or in the case of a Policy Grievance, within ten (10) days of the decision of the Associate Vice President (Human Resources), or designee at Step Two.

14.10 Notwithstanding Clause 14.13, an Arbitration Board shall have the power to extend all time limits contained within this Article where extenuating circumstances exist.

14.11 An Arbitration Board shall have no power to add to, subtract from, modify or amend the provisions or terms of this Agreement.

Time Limits

14.12 The Parties agree that whenever possible the time limits contained within this Article should be adhered to. Either Party may request an extension of the time limits mentioned above provided that such extension is requested prior to the expiry of the time allowed. Where such extension is requested, it may not be unreasonably denied.

14.13 Should the Employee or the Union fail to comply with any time limit in this Article, the Grievance shall be considered to be abandoned unless the Parties have mutually agreed in writing to extend the time limits.

14.14 Should the Board fail to comply with any time limits in this Article, the Grievance shall be conveyed to the next step in the Grievance process following the expiry of the particular time limit unless the Parties have mutually agreed in writing to extend the time limits. 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.

Communication

14.15 Any notice or advice which the Board is required to give to the Union in respect of any matter referred to in this Article shall be sufficient if delivered to the Union President and copied to the Union Membership Services Officer.

14.16 Any notice or advice which the Union is required to give to the Board in respect of any matter referred to in this Article shall be sufficient if delivered to the Director of Employee and Labour Relations or a designated alternate. Policy Grievances shall be submitted directly to the Vice-President (Finance and Services) or a designated alternate.

ARTICLE 15
Disciplinary Action

- 15.01 “Disciplinary Action” is defined as a written warning, a suspension, a demotion or a dismissal applied to an Employee for the purposes of discipline. No Regular (OP or FXT), Sessional, Limited Term, or Recurring Part-time (OP or FXT) Employee who has completed the Probationary Period shall be disciplined without just cause.
- 15.02 When Disciplinary Action is taken, the Employee shall be advised of the reasons for the action in writing and the length of time the Disciplinary Action will remain on the personnel file.
- 15.03 The Supervisor shall arrange a time and place for the disciplinary meeting. An Employee must be provided with a minimum of twenty-four (24) hours’ notice to attend the disciplinary meeting and their right to arrange for a Union Steward to accompany them.
- 15.04 The Board shall provide notice to a respondent Employee of a disciplinary investigation within twenty (20) days (not including Saturdays, Sundays, or Paid Holidays) of the date the Employee’s Supervisor becomes aware of the act(s) causing the investigation. The Board’s request to extend this timeline shall not be unreasonably denied.
- 15.05 An Employee’s central personnel file in the Human Resources Department shall be deemed to be purged of any record of the disciplinary action after twenty-four (24) months of continuous service from the date the action was taken provided that an additional record of discipline has not been added.
- An Employee may review the central personnel file in the Human Resources Department and request that any record of the Disciplinary Action be removed.
- 15.06 Access to an Employee’s central personnel file in the Human Resources Department, shall be provided to the Employee or to a Union representative, with the Employee’s consent, during normal business hours, and within a reasonable time. A Union representative may be present when the file is viewed if requested by the Employee. A staff member of the Human Resources Department shall be present during the viewing of a personnel file. Copies of records in the file shall be supplied on request with reasonable notice. The Employee may be required to pay a reasonable fee as determined by the University to cover the cost of copying.
- 15.07 The personnel file referred to in this Article is the central personnel file which is maintained by the Human Resources Department. The Parties mutually agree that no information pertaining to interview records, reference checks, or confidential information related to a diagnosis or prognosis concerning either Employee eligibility for Long Term Disability Insurance or an assessment of an Employee by Staff Wellness shall be contained in the file in the Human Resources Department.
- 15.08 The central personnel file in the Human Resources Department shall be amended to reflect the final resolution of an Employee’s Grievance with respect to a Disciplinary Action.

- 15.09 Whenever a request is made to review an Employee's central personnel file, the responsible Human Resources staff member shall review the file and purge it of any past-due records of Disciplinary Action before it is released.
- 15.10 The annual performance feedback document is developmental in its purpose and shall not be considered part of the disciplinary process. Letters of Expectation are not disciplinary in nature and should be reviewed during the annual performance feedback process.

ARTICLE 16

Job Review

- 16.01 The Board shall maintain a Job Placement Manual that shall contain the descriptions of all Job Families and Phases pursuant to the Collective Agreement. The Job Placement Manual shall be made available to Employees upon request.

Job Review

- 16.02 An Employee (or Supervisor) who believes that a Position is incorrectly placed in a Job Family, or Phase within a Job Family, may apply for a Job Review.

The procedure for applying will be as follows:

- (a) The Employee may contact Human Resources and/ or the Union at any time for information related to this process
 - (b) The Employee will make written application, dated and signed, to the Supervisor, that the Position be reviewed.
 - (c) Within two (2) months of the written application, the Employee and Supervisor will develop or update a Job Profile describing the work performed at the time of review. Should the Employee and Supervisor not agree on the Job Profile, either Party may involve Human Resources and/or the Union for assistance.
 - (d) The Employee will be permitted a reasonable amount of work time to complete the Job Profile.
 - (e) The updated and appropriately signed Job Profile will be forwarded to Human Resources with a request in writing to review the placement of the Position in the Job Family and/or Phase. The Employee will be copied on this communication.
 - (f) Based on the Job Profile, Human Resources will review the Position for placement in the Job Family and/or Phase.
 - (g) Human Resources will give its decision in writing to the Employee and Supervisor within two (2) months from the date the request was submitted to the Human Resources Department.
- 16.03 The Job Review will be based on the work performed up to the time of application and the Job Placement Manual.

- 16.04 Where as a result of a Job Review, an Employee's Position is reclassified to a higher Job Family and/or Phase, and the Employee's current salary is below the Mid-point of the new Job Family and/or Phase, the Board shall grant a salary increase equivalent to at least one Salary Increment as described in Clause 45.02, retroactive to the first of the month following the date on which the Employee submitted the Job Review request to the Supervisor. Salary increases may be granted in other circumstances as determined by the Board.
- 16.05 When a Job Review does not result in a change to Job Family or Phase, the Board shall give the Employee the reasons in writing.

Dispute Resolution

- 16.06 If the Employee is not satisfied with the decision rendered in Clause 16.05, the Employee may appeal the decision as per the following process:
- (a) Within twenty (20) days of the date that the Employee is notified of the decision, the Employee shall forward a letter to the Associate Vice-President (Human Resources), appealing the decision. Human Resources shall within twenty (20) days of receipt of the letter arrange a problem-solving meeting between the Parties which shall be held within a further twenty (20) days. The purpose of the meeting shall be to give the Parties an opportunity to resolve the difference. Each Party may have in attendance persons who have the expertise to assist in resolving the difference.
 - (b) If the difference is not resolved either Party may refer this matter in writing within two (2) months of the problem-solving meeting through the Associate Vice-President (Human Resources) to the Job Review Committee. The Job Review Committee shall be comprised of a designee of the Board, a designee of the Union, and a mutually agreed upon Chair. The expenses incurred by using a third party will be equally shared by the Parties.
 - (c) The Job Review Committee will evaluate the Position and its placement in the Job Family and Phase. The Job Review Committee will consider the matter and give a decision, in writing, within one (1) month. The decision of the Job Review Committee is final and binding upon the Board, the Employee and the Union.
- 16.07 The Employee making the appeal may be accompanied by a Union Representative during the above appeal.
- 16.08 Either Party may request an extension of the foregoing time limits provided that such extension is requested before the expiry of the time allowed. When an extension is requested, it may not be unreasonably denied.
- 16.09 The Parties are committed to ensuring the integrity of the Job Families and Phases and consistent placements of Positions within the Job Families and Phases. The Board may create new Positions within Job Families and Phases in Schedule "A". In this event, Job Profiles will be created and the placement of the Positions within the Job Families and Phases shall be determined by Human Resources; the Union will be notified of the outcome.

If the Union disagrees with the placement of the new Position, either the Dispute Resolution process of Article 16 - Job Review shall apply or the Union may use the Grievance Procedures of Article 14 - Grievance Procedure.

ARTICLE 17

Probationary Employee and Period

- 17.01 Probationary Employees shall mean new Regular (OP or FXT), Sessional, Limited Term, or Recurring Part-time (OP or FXT) Employees hired to occupy positions for an initial trial period called the probationary period.
- 17.02 The probationary period shall be the first six (6) months of employment or five hundred (500) working hours, whichever is greater.
- 17.03 A review of a Probationary Employee's progress shall be conducted at approximately the mid-point of the probationary period and the Employee shall be advised in writing of the results of the review.
- 17.04 An Employee's period of service with the Board as a Casual (OP or FXT), Student (OP or FXT) or Temporary Employee shall be counted toward the probationary period in Clause 17.01 where interruptions or breaks in service were not longer than one (1) month and the service was in the same Position and Department.
- An Employee's period of service may be counted in other circumstances as determined by the Board.
- 17.05 The probationary period may be extended by:
- (a) the amount of time lost as a result of all paid and unpaid absences occurring during the probationary period. The Employee and the Union shall be notified in writing of the extension, or
 - (b) mutual agreement between the Union and the Board. The Employee shall be notified in writing of the request for extension and decision.
- 17.06 If a Probationary Employee is unsatisfactory in the opinion of the Board the Employee may be dismissed. A Probationary Employee will not be dismissed for arbitrary or discriminatory reasons.

ARTICLE 18

Hours of Work

Refer to Article OP18 in PART B (Operating Provisions) or Article FXT18 in PART C (Fixed-term Provisions) as appropriate.

ARTICLE 19

Overtime

- 19.01 From time to time Employees may be required to work in excess of their regular daily or weekly hours. Overtime compensation will be in the form of either pay or compensating time off (CTO). Compensation for overtime will be made provided such work is authorized by the Board. The Board, where operationally feasible, shall request that Employees work overtime before requiring Employees to work overtime. The Board, whenever possible, shall grant overtime compensation in the form requested by the Employee. Overtime will be compensated for in accordance with the following provisions.
- 19.02 For the purpose of calculating overtime, the term "regular rate" shall mean the basic hourly rate, or salary equivalent, paid to the Employee for normal hours of work.
- 19.03 When an Employee's daily hours of work are increased to reduce the number of work days in the week, overtime compensation shall apply only to those hours worked in excess of the scheduled number of hours of work.
- 19.04 Whenever possible, the Board shall grant CTO at a time that is mutually agreed upon with the Employee involved. In the event that mutual agreement cannot be reached, the Board will provide the Employee with options to take the CTO.
- In extenuating circumstances, the Board will schedule CTO and advise the Employee at least three (3) weeks before the date it is to be taken.
- 19.05 Full-time Employees (OP or FXT)
- (a) Time worked in excess of an Employee's normal schedule per day up to three (3) hours or time worked for the first three (3) hours on a first scheduled day off shall be compensated by time off on a time and one-half (1 1/2X) basis or pay at the rate of one and one-half times (1 1/2X) the Employee's regular rate.
 - (b) Overtime worked in excess of three (3) hours on a regular work day or overtime in excess of three (3) hours on a first scheduled day off or all time worked on a second or subsequent consecutive scheduled day off shall be compensated by time off on a double time (2X) basis or pay at the rate of double (2X) the Employee's regular rate.
- 19.06 Part-time (OP or FXT), Recurring Part-time (OP or FXT), Casual (OP or FXT) and Student (OP or FXT) Employees.
- Time worked in excess of the normal full-time hours of work (as per Schedule "A") in the Employee's Position shall be compensated in accordance with Clause 19.05.
- 19.07 An Employee who is working under a flexible hours schedule shall be entitled to overtime compensation only in respect of those hours which the Department Head or Supervisor requires that the Employee work in excess of the normal daily hours of work (as per Schedule "A") established for the Employee's Position.

19.08 An Employee who is required to work in excess of the normal daily hours (as per Schedule "A") of the Employee's Position will receive a fifteen (15) minute paid rest period after every two (2) hours of work.

Employees, other than those who are required by the nature of their duties to eat on the job, may replace any one of the above rest periods with an unpaid thirty (30) minute meal period.

After three (3) hours or more, an Employee will be reimbursed for an overtime meal, upon request and upon provision of a receipt up to the maximums outlined in the University Travel Expense Handbook.

19.09 This Article shall not apply to an Employee while voluntarily participating in a training course, conference, or seminar.

ARTICLE 20

Call-Out Pay

20.01 When a Full-time or Part-time Employee (OP or FXT) is called to work at a time outside normal working hours, the Employee shall be compensated at the applicable overtime rate for the actual hours worked during such call-out, but nevertheless shall be guaranteed, at the Employee's option, a minimum of four (4) hours pay or time off at the Employee's regular rate, except that in the case of snow removal if such call-out forms a continuous period with the Employee's normal working hours no minimum shall apply.

20.02 When a call-out forms a continuous period with the Employee's normal working hours, the Employee's normal working hours will not be reduced as a result of the call-out.

20.03 Except when a call-out forms a continuous period with the Employee's normal working hours, the Employee shall be paid ten dollars (\$10.00) as compensation for travel expenses.

20.04 Telephone Calls:

(a) Employees who are formally designated by their Department to receive urgent work-related telephone calls outside of the normal working hours shall be compensated at the applicable overtime rate for all time engaged in such calls. Notwithstanding the foregoing, if the time worked receiving a call and making or receiving additional telephone calls related to the original telephone call totals twenty (20) minutes or less, an Employee shall be compensated a minimum of one-half (1/2) hour's pay at straight time rates or the equivalent time in lieu. For compensation purposes, two (2) or more telephone calls received within a thirty (30) minute period will be considered to be a single call.

(b) Compensation for responding to telephone calls will not be paid in circumstances in which the telephone calls results in the Employee having to return to work. In such cases, the provisions of Clauses 20.01, 20.02 and 20.03 shall apply.

- (c) In exceptional circumstances, a Department may designate in writing an alternative method of communication for Employees who are formally designated to receive and respond to urgent work-related communications outside of normal working hours.

ARTICLE 21

Standby Pay

- 21.01 The Board recognizes that, in general, Full-Time and Part-Time Employees (OP or FXT) are not expected to be on standby. However, it may be necessary that Employees be available for immediate return to work during hours that are not the Employee's regularly scheduled work hours in the event of an emergency.
- On a day that is not a paid holiday, Employees on standby shall be compensated at a rate of one-half (1/2) hour's pay at the Employee's regular rate or the equivalent time in lieu for the first five (5) hours on standby or any portion thereof and an additional one-half (1/2) hour's pay or the equivalent time in lieu for each subsequent three (3) hours or portion thereof. For standby on a paid holiday, the compensation shall be one (1) hour's pay at the Employee's regular rate or the equivalent time in lieu for the first five (5) hours on standby or any portion thereof and an additional one (1) hour's pay or the equivalent time in lieu for each additional three (3) hours or portion thereof.
- 21.02 When an Employee is called back to work during a period in which the Employee was on standby, the Employee shall be compensated pursuant to Clause 21.01 for the hours the Employee was on standby in addition to compensation pursuant to Article 20 - Call-Out Pay for the hours worked on call-out.
- 21.03 An Employee shall not normally be required to standby on two (2) consecutive weekends or two (2) consecutive paid holidays, where other qualified staff are available.

ARTICLE 22

Reporting Pay

Refer to Article OP22 in PART B (Operating Provisions).

ARTICLE 23

Exclusions From and Inclusions to the Bargaining Unit

- 23.01 The Board shall notify the Union of its desire to newly exclude any individual from the Bargaining Unit, in writing, addressed to the President of the Union, or designee, with a copy to the Local Chair and the Union Representative assigned to the Local.
- This shall take place if the Employee's duties may warrant a possible inclusion/exclusion from the Bargaining Unit.

- 23.02 The Union will respond, in writing, to the Board's notification within twenty-eight (28) days of its receipt of the notice in Clause 23.01. If the Parties fail to agree, they shall meet and attempt to resolve the difference.
- 23.03 The Union may request to review an excluded Position if it believes the duties have changed.
- 23.04 This Article is not intended to take away or reduce the rights of either Party as it relates to the Public Service Employee Relations Act.

ARTICLE 24
Shift Differential

- 24.01 Effective April 1, 2019, Regular (OP or FXT), Sessional, Temporary, Temporary Relief, and Limited Term Employees, shall be eligible for a shift premium of two dollars and fifty cents (\$2.50) per hour in addition to the Employee's Basic Salary Rate for work performed during scheduled shifts in which the majority of the shift falls between 6:00 p.m. and 4:59 a.m.

ARTICLE 25
Weekend Premiums

- 25.01 Effective April 1, 2019, Regular (OP or FXT), Sessional, Temporary, Temporary Relief, and Limited Term Employees, shall be paid two dollars (\$2.00) per hour in addition to the Employee's Basic Salary Rate for work performed during scheduled shifts in which the majority of the shift falls between Saturday 12:00 a.m. and Sunday 11:59 p.m.

ARTICLE 26
Acting Incumbency Premium

- 26.01 An Employee who is required by the Board to perform, on an acting basis, a majority of the principle duties of another position within the Department with a higher maximum salary under the salary schedule for a minimum period of one (1) work day will be paid an acting premium.
- 26.02 The premium will be paid for the entire acting period. The premium shall be five percent (5%) of the Employee's Basic Salary Rate. A premium in excess of five percent (5%) may be awarded at the sole discretion of the Board.
- 26.03 Where an Employee is required to replace two or more Employees in sequence, the periods of incumbency shall be considered to be one for the purpose of this Article.
- 26.04 Only one (1) acting incumbent may be designated as a result of any one (1) Employee's absence.

- 26.05 This Article shall also apply when an Employee is required temporarily to replace a person in a higher paid Position, which is not covered by this Agreement. In such cases, the amount of the acting premium shall be determined by the Board but shall not be less than five percent (5%) of the Employee's Basic Salary Rate.

ARTICLE 27
Group Leader Premium

- 27.01 An Employee who is assigned to lead a group of Employees, and whose Position does not include such duties, shall have their Basic Salary Rate increased by a premium equivalent to one increment for the period worked as a group leader.
- 27.02 The increment value shall be calculated in accordance with the schedule contained in Article 45 - Salary Increments, Clause 45.02. If the assignment continues for a period of more than six (6) months the Supervisor or Employee may request a Job Review further to Article 16 - Job Review.
- 27.03 This premium shall be added to the Employee's Basic Salary Rate for the purpose of calculating overtime pay and for establishing the rate of pay while the Employee is on vacation (Article 29) or sick leave (Article 30), notwithstanding the provisions of Clause 19.02 (Article 19 - Overtime).

ARTICLE 28
Paid Holidays

- 28.01 Full-time Employees (OP or FXT)
- Recognized paid holidays are as follows:
- | | | |
|-----|----------------------|--------------------|
| (a) | New Year's Day | Labour Day |
| | Alberta Family Day | Thanksgiving Day |
| | Good Friday | Remembrance Day |
| | Victoria Day | Christmas Day |
| | Canada Day | Boxing Day |
| | August Civic Holiday | Christmas Floaters |
- Effective January 1, 2020 Easter Monday will be a recognized paid holiday.
- Stampede ½ Day [one-half (1/2) day to be taken during the period of the Stampede on a day designated by the Board].
- Christmas Eve ½ Day [December 24, one-half (1/2) day to be taken as the last ½ of the shift].
- (b) No entitlement in respect to the Stampede ½ Day shall apply to any Employee who is absent from work (for any reason) for the whole duration of Stampede.

When the Board denies the Employee the Stampede ½ Day due to operational requirements, the Employee shall be compensated for those hours on a straight time basis only.

- (c) No entitlement in respect to the Christmas Eve ½ Day shall apply to any Employee who is on sick leave, Workers' Compensation, or any other leave on December 24.

When the Board denies the Employee the Christmas Eve ½ Day due to operational requirements, the Employee shall be compensated for those hours on a straight time basis only.

- (d) The Christmas Floater Holidays shall be observed on the following days:
- (i) on December 27th, 28th and 29th when Christmas Day falls on a Monday,
 - (ii) on December 27th, 28th and 31st when Christmas Day falls on a Tuesday,
 - (iii) on December 27th, 30th and 31st when Christmas Day falls on a Wednesday,
 - (iv) on December 29th, 30th and 31st when Christmas Day falls on a Thursday or Friday,
 - (v) on December 29th and 30th when Christmas Day falls on a Saturday,
 - (vi) on December 28th and 29th when Christmas Day falls on a Sunday.

28.02 Part-time (OP or FXT), Recurring Part-time (OP or FXT), Casual (OP or FXT) and Student (OP or FXT) Employees

Employees shall receive 5% of their wages, vacation pay and holiday pay earned each month in lieu of pay for Paid Holidays.

28.03 Any Employee absent from work on the regularly scheduled work day next preceding or next following a paid holiday shall not be entitled to pay for such paid holiday unless the absence was a paid absence, or a leave of absence of not more than one day's duration for which the Employee received prior authorization.

28.04 Where a paid holiday, or an alternative day designated by the Board as a paid holiday, falls on an Employee's scheduled day off, and the Employee is eligible for the paid holiday under this Article, the Employee shall be granted at the option of the Employee either:

- (a) a mutually agreed upon day off with pay at the Employee's regular rate, or
- (b) pay at the Employee's regular rate for the paid holiday.

28.05 An Employee required to work on a day designated by the Board as a paid holiday shall receive pay according to the Employee entitlement above for the paid holiday, and, in addition, shall be compensated as follows:

- (a) Time off on a time and one-half basis or pay at the rate of one and one-half times (1 1/2X) the Employee's regular rate for the actual hours worked which do not exceed the Employee's normal number of daily hours (as per Schedule "A") of work or, in the case of Part-time Employees, for hours worked which do not exceed the standard daily hours (as per Schedule "A") for the Employee's Position.
 - (b) Time off on a double time basis or pay at the rate of double (2X) the Employee's regular rate for hours worked in excess of the Employee's normal number of daily hours (as per Schedule "A") of work or, in the case of Part-time Employees, for hours worked in excess of the standard daily hours (as per Schedule "A") for the Employee's Position.
 - (c) Where an Employee receives compensating time off, it shall be taken at a mutually agreed time.
- 28.06 Employees required to work on a paid holiday shall be entitled to premium compensation only if they qualify for regular holiday pay under the provisions of this Article.
- 28.07 Employees in continuous shift operations who are required to work one or more of the paid holidays observed during the Christmas period may elect to:
- (a) accumulate compensating time off in lieu of pay under Clause 28.05 to a maximum equivalent to the actual number of hours worked on such paid holidays, and
 - (b) utilize available compensating time off credits in conjunction with scheduled days off to provide one unbroken period of time off including not more than five (5) consecutive working days to be taken at a time mutually agreed upon by the Employee and the Supervisor.
- 28.08 Time off without pay for religious observance shall be granted, subject to operational requirements. An Employee who intends to request leave or time off under this Article must give notice to their immediate supervisor as far in advance as possible, but no later than four (4) weeks before the requested period of absence.
- Employees may request to use vacation, compensating time off, leave without pay, or personal use leave.
- 28.09 This Article shall not apply to an Employee while voluntarily participating in a training course, conference, or seminar.

ARTICLE 29

Vacations

Refer to Article OP29 in PART B (Operating Provisions) or Article FXT29 in PART C (Fixed-term Provisions) as appropriate.

ARTICLE 30

Sick Leave

30.01 The Parties acknowledge that regular attendance at work is a fundamental condition of employment and that Sick Leave benefits as set out in this Article are intended to provide income protection in circumstances where an Employee is unable to attend work due to Illness (defined below). Sick Leave benefits shall not be used in lieu of or to supplement any other leave.

30.02 Definition of Terms

- (a) "Illness" means any illness, injury (other than injuries covered by the Workers' Compensation Board), or quarantine restriction that causes an Employee to be unable to work.
- (b) "Medical Appointment" means an Employee's personal health-related appointment with a medical practitioner.
- (c) "Calendar Year" means the period January 1 to December 31.

30.03 Sick Leave Provisions for Full-time Employees (OP or FXT)

- (a) Medical Appointment:
 - (i) Employees shall make every effort to schedule Medical Appointments outside of their regular working hours. When this is not possible, Employees shall schedule Medical Appointments at times which will least interfere with the Employee's work, and shall obtain prior approval for the absence.
 - (ii) A period of absence which is due to a Medical Appointment, may, at the discretion of the Board, be granted without loss of pay and without deduction from Sick Leave provided that the period of absence does not exceed two (2) hours in the day that the absence occurs.
 - (iii) An absence in excess of two (2) hours due to a Medical Appointment will be charged against the Employee's Sick Leave for the period of the absence in excess of two (2) hours.
 - (iv) The Board may require an Employee to submit proof of attendance at a Medical Appointment to Staff Wellness when time off from work is granted to attend such appointments.
- (b) Sick Leave with pay in each Calendar Year is provided as follows:
 - (i) Illness commencing in the first three (3) months within the first year of employment; 70% of normal salary for one hundred and thirty (130) work days of Illness.
 - (ii) Employees with greater than three (3) months of employment, but less than one (1) year; 100% of normal salary for each of the first twenty (20) work days of illness and 70% of normal salary for each of the next one hundred and ten (110) work days of Illness.

- (iii) Employees with more than one (1), but less than two (2) years of employment; 100% of normal salary for each of the first twenty-five (25) work days of Illness and 70% of normal salary for each of the next one hundred and five (105) work days of Illness.
- (iv) Employees with more than two (2), but less than three (3) years of employment; 100% of normal salary for each of the first thirty-five (35) work days of Illness and 70% of normal salary for each of the next ninety-five (95) work days of Illness.
- (v) Employees with more than three (3), but less than four (4) years of employment; 100% of normal salary for each of the first forty-five (45) work days of Illness and 70% of normal salary for each of the next eighty-five (85) work days of Illness.
- (vi) Employees with more than four (4), but less than five (5) years of employment; 100% of normal salary for each of the first fifty-five (55) work days of Illness and 70% of normal salary for each of the next seventy-five (75) work days of Illness.
- (vii) Employees with more than five (5) years of employment; 100% of normal salary for each of the first seventy (70) work days of Illness and 70% of normal salary for each of the next sixty (60) work days of Illness.

30.04 Sick Leave Provisions for Part-time and Recurring Part-time Employees (OP or FXT)

Sick Leave with pay due to Illness shall be provided on the same basis as for Regular Full-time Employees (OP or FXT) but proportionate to the Employee's normal hours of work.

30.05 Conditions of Sick Leave Provisions

- (a) Employees on Sick Leave for five (5) or more working days in December shall maintain the remaining Sick Leave allotment from the prior year, upon the commencement of new calendar year. Sick Leave for the new Calendar Year shall be credited to the Employee when the Employee returns to work on a regular schedule for one (1) month and has not been absent due to illness for five (5) or more working days in that month.
- (b) For the purposes of administering medical accommodations, Sick Leave days may be converted to hours for a maximum duration of six (6) consecutive months.
- (c) When an absence due to Illness continues from one Calendar Year's allotment into the next as set out in Clause 30.03, Sub-Clause (b), the period of leave with pay in respect to that absence is determined according to the Calendar Year in which the absence commenced.
- (d) An Employee who is unable to report for work because of Illness is required to inform the appropriate Supervisor or a designee at least one (1) hour in advance of the reporting time for work.

- (e) Employees may be required to submit a satisfactory medical certificate in the event of an Illness when circumstances make it reasonable to do so. Any such required certificates shall be provided directly to Staff Wellness. If the Employee is required to submit a medical certificate as directed by the Board and the physician charges for the information, this expense will be paid by the Board.
- (f) An Employee may be required to provide satisfactory additional medical information to support absences due to Illness. Staff Wellness shall request this information from the Employee when circumstances make it reasonable to do so. If the Employee is required to submit additional medical information as directed by the Board and the physician charges for the information, this expense will be paid by the Board.
- (g) The Parties recognize the confidentiality of Employee medical information. Such medical information shall not be divulged to a third party without the consent of the Employee or as otherwise required by law. Confidential Employee medical information shall be maintained by Staff Wellness separate from any central Human Resources files. Access shall be limited to Staff Wellness and persons authorized to view the information.
- (h) Employees may be required to undergo relevant medical examinations or medical interviews conducted by appropriate professional medical specialists retained and paid by the Board:
 - (i) in the case of prolonged or frequent absence because of Illness, or
 - (ii) where there is indication of apparent misuse of Sick Leave, or
 - (iii) where it is considered necessary to obtain an assessment of the Employee's ability to perform assigned duties.

Upon request of the Employee, a copy of the report of the medical specialist, if any, shall be made available to the Employee's physician or other healthcare provider of their choice.

- (i) When a day designated as a Paid Holiday under Article 28 falls within a period of Sick Leave, it shall be counted as a day of Sick Leave and under no circumstance shall an Employee be entitled to both Sick Leave and Paid Holiday benefits for the same day.
- (j) Employees may be disqualified from receiving Sick Leave if they fail to comply with Clause 30.03, Sub-Clauses (e), (f) or (h) above, or refuse to accept work, which in the opinion of a physician, they are capable of performing.

30.06

Employees shall turn over, or cause to be turned over to the Board, any monies paid to them by any third party as a result of a claim for lost wages, where Employees have used their sick benefits because of injuries sustained due to the negligence or wrong-doing of a third party. Sick Leave benefits will be credited upon payment of these monies.

It is understood and agreed that the amount an Employee is required to repay to the Board for a claim of lost wages shall be net of verified expenses incurred by the Employee to recover that claim.

ARTICLE 31
Special Leave

31.01 For the purposes of this Article:

- (a) "Work Day" shall be defined as the agreed on daily hours of work for the Position.
- (b) "Spouse" shall be defined as husband, wife or common-law spouse.

31.02 An Employee who has completed three (3) months of continuous service and who is not otherwise absent from work shall, upon application, be granted Special Leave at the Employee's basic rate of pay as follows:

- (a) illness within the immediate family - five (5) Work Days annually plus an additional two (2) Work Days annually where long distance travel is required;
- (b) bereavement - three (3) Work Days for each instance plus an additional two (2) Work Days per instance where long distance travel is required;
- (c) to attend a funeral service for persons other than those listed under Clause 31.03, Sub-Clause (b) - one-half (1/2) Work Day for each instance;
- (d) graduation ceremony – one half (1/2) day to attend:
 - (i) the Employee's graduation ceremony; or
 - (ii) the University of Calgary convocation ceremony of the Employee's Spouse, child or child of Spouse.
- (e) personal use – three (3) Work Days annually;
- (f) to attend a citizenship ceremony to receive a certificate of citizenship, as provided for under the *Citizenship Act* – one half (1/2) day.

31.03 For the purpose of determining eligibility for Special Leave under Clause 31.02, the following provisions shall apply:

- (a) illness within the immediate family – leave of absence shall be granted for the care of an Employee's Spouse, child, child of Spouse or parent and anyone over whom an employee has legal guardianship;
- (b) bereavement – leave of absence shall be granted following the death of an Employee's Spouse, child, child of Spouse, parent, step parent, parent-in-law, guardian, ward, grandparent, grandparent-in-law, grandchild, child-in-law, sibling, sibling-in-law, child of sibling, parent's sibling.
- (c) Personal use days are provided for discretionary use by Employees for situations that may not be covered elsewhere in this agreement.

(d) In the first year of employment, Clause 31.02, Sub-Clause (a) will be prorated based on the length of employment leading up to January 1.

31.04 An Employee summoned to appear as a witness during court proceedings or to serve jury duty shall be paid the difference between the Employee's regular earnings for scheduled hours and the fee received. The Board may require the Employee to furnish a certificate of service from an Officer of the Court before making any payment under this Clause. The Employee will come to work during those working hours that Court attendance is not required.

The amount of the fee received by the Court will be deducted from the Employee's pay in the pay period following the period in which jury duty earnings are received.

The foregoing shall also apply if an Employee is required to appear as a defendant in an official capacity representing the Board.

31.05 Two weeks' notice may be required for leave requested under Clause 31.02, Sub-Clauses (d), (e), and (f).

ARTICLE 32

Maternity and Parental Leaves

Maternity Leave

32.01 A pregnant Employee who has been employed at the University of Calgary for at least ninety (90) days is entitled to unpaid maternity leave for a period of eighteen (18) weeks commencing any time during the twelve (12) weeks immediately before the estimated date of delivery.

32.02 An Employee whose pregnancy ends prematurely for reasons other than a live birth within sixteen (16) weeks of the estimated due date shall continue to be eligible for maternity leave.

32.03 An Employee who takes maternity leave must take at least six (6) weeks of leave immediately following the delivery of the child unless:

- (i) the Employee and the Board agree to a lesser period, and
- (ii) the Employee submits medical documentation to Staff Wellness confirming that the resumption of work will not compromise the Employee's health.

32.04 A pregnant Employee who presents medical evidence from their physician which satisfies the Board that continued employment in the Employee's present Position may be hazardous to the Employee or to their unborn child, may request a transfer to a more suitable Position if one is available.

If during the twelve (12) week period immediately preceding the estimated date of delivery the pregnancy of an Employee interferes with the performance of the Employee's duties, the Board may, by notice in writing to the Employee, require that the Employee start sick leave.

32.05 A pregnant Employee must give the Board as much notice as possible, but in any case, at least 2 weeks' written notice of the date the Employee will start their maternity leave.

A pregnant Employee may be required to submit a medical certificate to Staff Wellness certifying the estimated date of delivery.

Parental Leave

32.06 An Employee who has completed ninety (90) days of continuous service and who has or will have the actual care or custody of the newborn or newly adopted child, will be granted up to sixty-two (62) weeks of Parental Leave without pay within seventy-eight (78) weeks after the child's birth. The Employee shall provide proof of the birth or adoption of the child and give the Board reasonable notice in writing of the date on which the leave is to start. The date of the return to work shall be established before the start of the leave.

32.07 Where both parents of the child are University Employees, the Board may restrict the combined total Parental Leave to a maximum of sixty-two (62) weeks.

Top Up Benefits

32.08 The Board will provide Top Up Benefits to eligible Employees for the purpose of income replacement for a parent staying home to care for a child in the first year of life or first year of adoption. To be eligible for Top Up Benefits an Employee must:

- (a) be a birthparent or adoptive parent on an approved maternity leave or parental leave;
- (b) establish to the Board that the Employee is the primary care giver of the child; and
- (c) have completed six (6) months of continuous service as a Regular (OP or FXT), Sessional, or Limited Term Employee.

32.09 The Top Up Benefit is a weekly benefit designed to bring an Employee's income up to a maximum of ninety-five percent (95%) of the Employee's normal salary paid for a period of up to eighteen (18) weeks. The Top Up Benefit is calculated as follows: the amount the Employee would be eligible to receive if the Sick Leave provisions under Article 30 were applicable, up to ninety-five percent (95%) of the Employee's normal salary, less the amount the Employee receives from Human Resources and Skills Development Canada.

32.10 Notwithstanding Clause 32.06, if the Employee does not qualify for Employment Insurance benefits, or qualifies for extended parental Employment Insurance benefits, the University will only provide the difference between the standard parental Employment Insurance benefits and the ninety-five percent (95%) rate.

32.11 An Employee is not eligible to receive more than eighteen (18) weeks of Top Up Benefits in one year.

32.12 Where both parents are Employees, their combined total Top Up Benefits may not exceed a maximum of eighteen (18) weeks.

- 32.13 Top Up Benefits for Part-time Employees shall be provided on the same basis as for Full-time Employees but proportionate to the Employee's normal hours of work.
- 32.14 To be eligible for Top Up Benefits, an Employee must give the Board notice in writing of the intended date of return to work at the time the leave is commenced.

General

- 32.15 An Employee granted leave under this Article will be returned to the Employee's former Position or be placed in an equivalent Position for which the Employee is qualified.
- 32.16 Upon the request of the Employee, accumulated vacation entitlements will be provided to the Employee in conjunction with the period of leave under this Article, thereby reducing the period of the leave.

ARTICLE 33

Leave of Absence

- 33.01 Leave of Absence may be granted for any valid reason, and shall not be unreasonably denied. The Board shall not place an Employee on an unpaid leave of absence without prior written notice.
- Applications for Leave of Absence, or to extend a Leave of Absence, shall be submitted in writing to the Employee's Supervisor for review and approval.
- 33.02 The Leave of Absence shall be without pay. Employees shall be deducted one (1) day's pay for each working day on Leave of Absence.
- 33.03 When an Employee has been granted a Leave of Absence, the Employee shall retain all seniority rights earned up to that provided in Clause OP38.01 and FXT38.01, but further seniority will cease to accrue until the Employee has completed the leave and has returned to work.
- 33.04 An Employee who is absent from work without the approval of a senior official at the University shall, after three (3) consecutive work days of such unauthorized absence, be considered to have abandoned the Employee's position and will be considered to have resigned unless it is subsequently shown by the Employee that special circumstances prevented the Employee from reporting to work.

Compassionate Care Leave

- 33.05 A Leave of Absence without pay of up to twenty-seven (27) weeks shall be granted to an eligible Employee who has to be absent from work to provide care or support to a family member who has a serious medical condition with a significant risk of death within twenty-six (26) weeks.

Critical Illness Leave

- 33.06 (a) A Leave of Absence without pay of up to thirty-six (36) weeks shall be granted to an eligible Employee who has to be absent from work to provide care or support to their critically ill child.
- (b) A Leave of Absence without pay of up to sixteen (16) weeks shall be granted to an eligible Employee who has to be absent from work to provide care or support to their critically ill adult family member.

Death or Disappearance of a Child Leave

- 33.07 (a) A Leave of Absence without pay of up to fifty-two (52) weeks shall be granted to an eligible Employee who is the parent of a child who has disappeared as the result of a crime.
- (b) A Leave of Absence without pay of up to one hundred and four (104) weeks shall be granted to an eligible Employee who is the parent of a child who has died as a result of a crime.

Domestic Violence Leave

- 33.08 An Employee who requires time off for Domestic Violence Leave, as defined in the *Employment Standards Code*, shall be granted leave without pay of up to ten (10) days in a calendar year for one or more of the following purposes:
- (a) to obtain services in respect of the violence from a victim services organization;
- (b) to obtain psychological or other professional counseling for the Employee or the Employee's dependent child in respect of the violence;
- (c) to relocate temporarily or permanently;
- (d) to seek legal or law enforcement assistance including preparing for or participating in any legal proceeding related to or resulting from the violence;
- (e) any other purpose provided for in the *Employment Standards Code*.
- 33.09 Eligibility for and administration of Compassionate Care Leave, Critical Illness Leave, Death or Disappearance of a Child Leave and Domestic Violence Leave shall be in accordance with the *Employment Standards Code*.

ARTICLE 34

Military Leave

- 34.01 (a) An Employee who has completed twenty-six (26) weeks of continuous service and applied for a Leave of Absence and is a Reservist shall be granted a leave in accordance with the *Employment Standards Code*. This leave shall be without pay.
- (b) Consideration may be given to Employees with less than twenty-six (26) weeks of continuous service.

34.02 Except as exempted by Article 2, an Employee who is a Reservist and is required to attend annual military training or military summer camp, shall be granted a Leave of Absence without pay.

34.03 The Board shall not unreasonably deny requests for unpaid leave of absence to accommodate international or domestic deployment.

ARTICLE 35
Group Benefit Plans

35.01 Effective April 1, 2019, the Board will make premium contributions on behalf of Employees participating in University Group Plans as follows:

(a) **Extended Health Benefits**

One hundred per cent (100%) of the cost of the Extended Health Benefits Plan to a maximum of:

\$62.00 per month for single coverage
(effective one month following ratification)

\$155.00 per month for family coverage
(effective one month following ratification)

Participation in the Extended Health Benefits Plan is compulsory for all Regular (OP or FXT), Sessional, and Limited Term Employees.

(b) **Group Life Insurance**

Coverage to provide a benefit of two (2) times the Employee's basic annual salary, rounded to the next higher one thousand dollars (\$1,000.), if not already a multiple of one thousand dollars. The premium cost is one hundred percent (100%) Employee paid.

(c) **Alberta Health Care**

Fifty percent (50%) of the cost.

(d) **Dental Plan**

One hundred percent (100%) of the cost of premium for covered benefits to a maximum of:

\$43.00 per month for single coverage
(effective one month following ratification)

\$105.00 per month for family coverage
(effective one month following ratification)

Benefits shall be paid according to the current Alberta Blue Cross Usual and Customary Fee Schedule.

Any additional costs for the premiums in Extended Health Benefits and in the Dental Plan will be shared equally by the Employee and the Board.

Benefits under Extended Health, Group Life Insurance and the Dental Plan in effect at the date of this Agreement shall not be altered except by mutual consent of the Parties to this Agreement.

For the purposes of determining Employee eligibility for benefits contained in Clause 35.01 the Board agrees to combine the regular hours of work of multiple benefit eligible positions held by an Employee.

35.02 In this Article, "dependent" or "family", in relation to an Employee, means such a person(s) as defined as a "dependent", namely:

- (a) the spouse or common-law spouse of that Employee,
- (b) each unmarried child under the age of 21 years who is wholly dependent on that Employee for support,
- (c) each unmarried child less than 25 years of age who is in full-time attendance at an accredited educational institute, and
- (d) each unmarried child 21 years of age or more who is wholly dependent on that Employee by reason of mental or physical infirmity.

35.03 The Board will not make premium contributions on behalf of an Employee who as a result of layoff or a leave of absence without pay has fewer than eleven (11) paid work days in the calendar month, notwithstanding Clause 35.01. During such leaves, subject to approval by the Insurer(s), Employees may elect to maintain coverage of contributory plans specified in this Article provided that the Employee makes prior arrangements to pay full premium costs. If an Employee fails to remit the full payment required above, reinstatement in any and all plans shall be subject to the enrollment and other requirements of the underwriter.

35.04 The Board will continue to make premium contributions on behalf of an Employee who is on Parental Leave in accordance with Article 32, notwithstanding Clause 35.03.

35.05 Recurring Part-time (OP or FXT) Employees who work fourteen (14) hours or more per week shall be paid in addition to the Employee's basic hourly rate, three percent (3%) of that hourly rate for all hours worked in lieu of benefits.

35.06 For the purposes of calculating entitlements to benefits and premium contributions under this Article on a pro rata basis, the Board will use the following formula:

- (a) point four (0.40) to point five-nine (0.59) Full-time Equivalent (FTE) shall receive sixty percent (60%) of the cost for the premiums to the maximum amount paid by the Board;
- (b) point six (0.60) to point seven-nine (0.79) FTE shall receive eighty percent (80%) of the cost for the premiums to the maximum amount paid by the Board; and
- (c) point eight (0.80) to one point zero (1.0) FTE shall receive one hundred percent (100%) of the cost of the premiums to the maximum amount paid by the Board.

35.07 Flexible Spending Account

The Board will contribute seven hundred and fifty dollars (\$750.00) for eligible Full-time Employees and will contribute up to seven hundred and fifty dollars (\$750.00) on a pro rata basis for eligible Part-time Employees into a Flexible Spending Account.

Effective July 1, 2019, the Board will contribute eight hundred and fifty dollars (\$850.00) for eligible Full-time Employees and will contribute up to eight hundred and fifty dollars (\$850.00) on a pro rata basis for eligible Part-time Employees into a Flexible Spending Account.

35.08 Terms and conditions of the Flexible Spending Account will be available from Human Resources and will be posted online.

35.09 The Board will contribute a one-time \$500 bonus to Employees who have completed twenty (20) years of service as of July 1 in any given year. At the employee's discretion, the bonus may be taken as a lump sum payment (less any statutory deductions) or added to the Employee's Flexible Spending Account.

ARTICLE 36

Long Term Disability

36.01 The Long Term Disability Insurance benefits in effect as at the date of this Agreement shall not be altered except through negotiation, or by the mutual consent of the Parties to this Agreement.

36.02 The Board will make premium contributions on behalf of Employees participating in the Long Term Disability Plan. The premium cost is one hundred percent (100%) Employee paid.

36.03 Long Term Disability benefits are not payable in respect of any disability that commences during an Employee's probationary period.

ARTICLE 37

Workers' Compensation Supplement

37.01 In accordance with the *Workers' Compensation Act*, when an Employee sustains an injury in the course of his duties with the University, the Employee and his Supervisor shall report the injury to Staff Wellness. Staff Wellness 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 Board 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 they are required to remain off work up to one hundred and twenty (120) work days.

37.02 If the Employee has not returned to work due to injury before the one hundred and twenty (120) day period has expired, they shall then be paid according to the rate prescribed by the *Workers' Compensation Act*.

- 37.03 The eligibility period specified in Clause 37.01 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.
- 37.04 When a day designated as a paid holiday under Article 28 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.
- 37.05 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 37.01.
- 37.06 The Parties agree that the Workers' Compensation Supplement is intended only for the purpose of protecting an Employee from loss of income while they are unable to work because of injury.
- 37.07 An Employee who receives Workers' Compensation benefits and who at the commencement of absence from work pursuant to Clause 37.01 is participating in the current benefit plans per Article 35 - Group Benefit Plans 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 Board and the Employee as outlined in Article 35.

ARTICLE 38

Seniority

Refer to Article OP38 in PART B (Operating Provisions) or Article FXT38 in PART C (Fixed-term Provisions) as appropriate.

ARTICLE 39

Layoffs

Refer to Article OP39 in PART B (Operating Provisions) as appropriate.

ARTICLE 40

Position Abolishment

Refer to Article OP40 in PART B (Operating Provisions) or Article FXT40 in PART C (Fixed-term Provisions) as appropriate.

ARTICLE 41
Training and Upgrading

- 41.01 The Board shall pay salaries and the costs of courses and course materials for any required training that is approved by the Board.
- 41.02 Employees may request time off with pay to attend courses and other training that are relevant to their job and professional development. Approval of such request is subject to the Board's discretion.
- 41.03 The Board shall maintain its current policy in respect to job-related courses.

ARTICLE 42
Job Opportunities

- 42.01 Notices of available Positions that outline the particulars of job opportunities which the Board intends to fill with Regular (OP or FXT), Sessional, Limited Term, Recurring Part-time (OP or FXT), Temporary or Temporary Relief Employees will be posted on the Human Resources Home Page on the University's Web Site.
- Such notices will be posted for a period of seven (7) calendar days before the available Position is filled. Where this is not practicable, the Union will be informed.
- The requirement to post such job opportunities may be waived by mutual agreement between the Union and the Board.
- 42.02 Notwithstanding Clause 42.01, the posting of such notice will not be required where the available Position will be filled by the Board:
- (a) as a result of
 - Article 14 - Grievance Procedure
 - Article OP40 - Position Abolishment
 - Article OP44 - Rights on Transfer, or
 - (b) by the transfer of an Employee for the purposes of rehabilitative employment under Article 30 - Sick Leave, Article 36 - Long Term Disability or Article 37 - Workers' Compensation Supplement, or for the purposes of an accommodation in accordance with the University's Policy, or
 - (c) to comply with an order from a statutory tribunal or court of competent jurisdiction.
- 42.03 A Regular (OP or FXT), Sessional, Recurring Part-time (OP or FXT) Employee who was not the successful applicant for an available Position may request the Board to provide career counseling. A request for career counseling shall not be unreasonably denied.
- 42.04 The Board recognizes that in the case of otherwise equal applications, seniority shall be the governing factor in filling available Positions.

- 42.05 The Employee with the most seniority who meets the minimum qualifications and who applies for a posted Position shall be given an interview.
- 42.06 (a) A Regular (OP or FXT), Sessional or Recurring Part-time (OP or FXT) Employee who is offered a Temporary Appointment shall, upon request, be advised in writing prior to accepting the Temporary Appointment whether their former Position will be available at the conclusion of the Temporary Appointment. If the Employee is advised that they will be able to return to their former position, they shall maintain their employment status as a Regular (OP or FXT), Sessional or Recurring Part-time (OP or FXT) Employee.
- (b) Notices of available Temporary Positions which are posted on the Human Resources Home Page on the University's Web Site will include reference to Clause 42.06.

ARTICLE 43
Promotions

Refer to Article OP43 in PART B (Operating Provisions).

ARTICLE 44
Rights on Transfer

Refer to Article OP44 in PART B (Operating Provisions).

ARTICLE 45
Salary Increments and Evaluations

- 45.01 Each Regular (OP or FXT), Sessional, and Limited Term Employee shall be granted an annual increase of salary, within the scale of pay assigned to the Employee's Position, except as provided in Clauses 45.03 and 45.05 hereof.
- 45.02 The amount of the annual increment will be equal to three percent (3.0%) of an Employee's actual salary, except that:
- (a) the value of a full increment shall be reduced where:
- (i) the Employee has not been continuously employed by the Board for the twelve (12) months preceding the review date, or has received a full increment (excluding a growth increment) within the previous twelve (12) months, in which case the increment may be prorated to reflect the number of months of service or the number of months from the last full increment.
- (ii) a full increment would exceed the maximum established for the Phase, in which case the difference between the Employee's salary and the established maximum salary shall be considered a full increment.

- (iii) the Employee's attendance at work has been reduced by frequent or prolonged periods of absence (not including paid vacation leave or leave granted under Article 9 - Time off for Union Officers and Members).
- (b) The amount of a full increment for the following Employees shall be determined on a pro rata basis as follows:
 - (i) Part-time – Regular (OP or FXT) and Limited Term Employees - proportionate to the Employee's normal hours of work.
 - (ii) Sessional Full-time Employees - proportionate to the number of full months worked in the twelve (12) month period immediately preceding the review date.
 - (iii) Sessional Part-time Employees - as in Sub-Clause (ii) above but further prorated on the basis of the Employee's normal hours of work.
- (c) Salary Increments shall be awarded annually to Recurring Part-time (OP or FXT), Temporary, Temporary Relief, Casual (OP or FXT) and Student (OP or FXT) Employees. At minimum, the amount of the increment shall be in accordance with Clause 45.02 and will be prorated where the actual hours worked in the previous year is less than eighteen hundred and twenty (1820) hours.

45.03 The amount of the annual increase granted shall be determined in accordance with the provisions of Clause 45.02 except that all or one-half (1/2) of the increment may be withheld where merit is not sufficient. Merit will be based upon the Employee's performance over the previous year up to the date of the annual increment review date.

An Employee who has their annual increment withheld shall be re-evaluated six (6) months after their annual increment review date. If the Employee's performance rating has improved to satisfactory, the Employee will be provided with one half (1/2) of the increase set out in Clause 45.02 effective the date of the re-evaluation.

The Employee so affected will be advised of the withholding by the Employee's Supervisor no later than the first working day of April and within twenty (20) working days of that date, the Employee will be given reasons in writing for such withholding or the increment shall not be withheld.

45.04 Amounts in excess of one (1) normal increment per year may be awarded at the sole discretion of the Board.

45.05 An Employee who, on the normal annual increment review date, is absent from work because of layoff, leave of absence, parental leave, vacation, sick leave, long term disability or any other paid or unpaid leave shall not be eligible for consideration under the provisions of this Article until such time as the Employee returns to work.

ARTICLE 46
Growth Increments

- 46.01 An Employee may receive a Growth Increment in recognition of growth of responsibilities of the Position. The Growth Increment may be authorized by the Supervisor without utilizing the Job Review process described in Article 16. Growth Increments shall not be paid more than once every six (6) months.
- (a) The value of a Growth Increment shall normally be one-half (1/2) and no greater than one (1) full Salary Increment, the amount as set out in Clause 45.02.
 - (b) The value of a Growth Increment shall be reduced where a full Growth Increment would exceed the maximum established for the Phase, in which case the difference between the Employee's salary and the established maximum salary shall be considered a full Growth Increment.

ARTICLE 47
Tuition Support for Employee, Spouse and Dependent Children

- 47.01 Subject to the conditions in Clause 47.03, a Full-time Regular (OP or FXT), Sessional, or Limited Term Employee who has completed six (6) months or more of continuous service in an eligible position before the start date of the academic session shall be entitled to a tuition fee remission relating to courses taken at the University in an amount equivalent to:
- (a) the Canadian Student Tuition rate per Undergraduate or Graduate Academic credit course as referenced in the University Tuition and General Fee Guide to a maximum of four (4) credit courses.
 - (b) In the case of a Part-time Regular (OP or FXT), Sessional, or Limited Term Employee, the entitlement under Clause 47.01, Sub-Clause (a) shall be prorated on the same basis as benefits and premium contributions under Article 35.06.
- 47.02 Subject to the conditions in Clause 47.03, the spouse and each dependent of a Full-time Regular (OP or FXT), Sessional, or Limited Term Employee who has completed one (1) year or more of continuous service in an eligible position before the start date of the academic session shall be entitled to a tuition fee remission relating to courses taken at the University in an amount equivalent to:
- (a) the Canadian Student Tuition rate per Undergraduate or Graduate Academic credit course as referenced in the University Tuition and General Fee Guide to a maximum of three (3) credit courses; or
 - (b) In the case of a spouse and each dependent of a Part-time Regular (OP or FXT) or Recurring Part-time (OP or FXT) Employee, one half (½) of the value of the entitlement under Clause 47.02, Sub-Clause (a).
- 47.03 Conditions of Tuition Support
- (a) The Employee must be actively employed on the fee deadline date.

- (b) The Employee, spouse or dependent child shall satisfy all academic and registration requirements and also pay such other general compulsory fees as are normally assessable to students.
- (c) The application for tuition fee remission must be received prior to the fee payment deadline date for the applicable academic session.
- (d) The Employee provides evidence satisfactory to the Board that the child is a dependent.

A child shall be considered a dependent child if, during the period for which tuition fee remission is being sought, such child is included as an eligible dependent on the same Alberta Health Care registration as the Employee. The Board in its discretion may accept proof of child dependency other than the inclusion of the child on the Alberta Health Care registration.

- 47.04 No Employee, spouse or dependent child shall be eligible for more than one tuition fee remission benefit in respect of any one academic year unless both spouses are Employees in which case each spouse has full access to the benefits of this Article.
- 47.05 Where the spouse or dependent child is enrolled as a full-time student, any unspent portion of the tuition fee remission may be carried forward and added to a subsequent year's entitlement during the four-year period commencing with the year in which the spouse or dependent child first registers as a full-time student.
- 47.06 The amount of the tuition fee waived for an Employee, spouse or dependent child will be reported as a taxable benefit on the Employee's Revenue Canada T4 information slip for the year in which the remission is made.

ARTICLE 48 **Vehicle Allowance**

- 48.01 Employees required by the Board to use personal vehicles in the performance of work shall receive a vehicle allowance in accordance with prevailing Board Regulations.

ARTICLE 49 **Reduced Duties Leading to Retirement**

Refer to Article OP49 PART B (Operating Provisions).

ARTICLE 50 **Contracted Services**

- 50.01 The Parties acknowledge the Union's commitment to provide quality service at competitive rates.

Board decisions to contract out versus using Employees for operations of the University will be based on:

- (a) financial and economic factors, including both cost and quality; and
- (b) maximizing the use of Employees.

Board decisions to contract out will only occur after full consultation with the Union.

ARTICLE 51
Workplace Health and Safety

- 51.01 The Board shall establish a Joint Work Site Health and Safety Committee (s) (JWHSC), or other similar committee(s) in accordance with the Occupational Health and Safety Act and all worker representative appointments will be in accordance with the constitution/policy of the union (certified bargaining agent). The JWHSC(s) shall be composed of work place representatives, including at least four (4) representatives of the Local. The Board shall not appoint more employer representatives than there are worker representatives on the JWHSC (s). The JWHSC shall have 2 co-chairs, one chosen by the Board and the other chosen by the worker members on the committee and they shall alternate in serving as chair and shall participate in all decisions of the committee. The JWHSC shall meet at least quarterly and either co-chair of the JWHSC may call a special meeting of the committee to deal with urgent concerns
- 51.02 The purpose of the JWHSC(s) is to consider matters arising with respect to Occupational Health and Safety in the workplace, and recommend corrective action, program changes and other measures necessary to ensure the security, health and safety, and welfare of each Employee while at work be that at the Boards premises or other location. The JWHSC may make recommendations to the Board in that regard. The Board recognizes the workers' rights to know about hazards, participate in health and safety, and refuse dangerous work as enshrined in the Act.
- 51.03 The JWHSC(s) will establish, and adhere to terms of reference consistent with the Occupational Health and Safety Act and Code. The role of the JWHSC is to advise and assist, not assume managerial responsibilities for health and safety in the workplace.
- 51.04 The Board or designate has thirty (30) days to remedy Health and Safety matters identified by the JWHSC(s) or must respond in writing to the issuing committee detailing the remedy. If the issue is not resolved satisfactorily or if the resolution exceeds the thirty (30) day period, an Occupational Health and Safety Officer can be called.
- 51.05 The Board shall:
 - (a) provide adequate resources, time off away from regular duties, and training and will ensure committee members or representatives are to be paid at the applicable rate of pay for those duties
 - (b) hold JWHSC meetings and have committee duties and functions carried out during normal working hours (as reasonably as possible), and reschedule meetings within a month if quorum is not met.

- (c) post the names and contact information of JWHSC members and representatives along with approved minutes (within 7 days of JWHSC meetings) where all workers can see it.
- 51.06 The Board shall notify the Union and JWHSC Co-Chairs immediately that it is aware of the occurrence of an on-the-job fatal accident or the serious injury of an Employee.
- 51.07 The Local shall have proportional representation on any additional University Occupational Health and Safety committees, which may be created from time to time
- 51.08 The Board will provide educational training, worksite analysis and modification as appropriate to address ergonomic, health and safety concerns.
- 51.09 No person shall take any discriminatory action against a worker, for acting in compliance with the OHS Act, Regulation, and Code.

ARTICLE 52

Uniforms and Protective Clothing

- 52.01 The Board as required by the Occupational Health and Safety Act, Regulation and Code shall provide Personal Protective Equipment and Safety Equipment as required at no cost to the Employee.
- 52.02 Where the Board determines that coveralls, lab coats or uniforms should be provided for the protection of the Employees' personal garments, such items shall be provided and cleaned by the Board.
- 52.03 Where the Board requires that identifier clothing be worn, such items shall be provided and replaced by the Board. Personal identifier clothing shall be cleaned and maintained by the Employee.
- 52.04 Where identified by a Hazard Assessment the Board shall provide suitable safety footwear. Footwear will be purchased through the University's preferred supplier to a maximum of \$175 every two (2) years at a minimum or as required and approved by the Board.
- 52.05 Specialized footwear requiring additional resources or frequency of purchase will be supported with appropriate medical documentation. Staff Wellness will notify the Department upon verification of documentation.

Definitions

Identifier Clothing is defined as Shirts, Jackets, Sweaters or Hats containing a departmental, faculty or the University name or logo. There is no requirement on the part of the Employee to return identifier clothing to the Board upon the Employee departure.

A Uniform is defined as consistent articles of clothing, normally a minimum of two pieces, which is provided by the Board with the expectation that it is returned to the Board upon the Employee's departure from the University.

ARTICLE 53
Overpayments

- 53.01 In the event of an overpayment, the Board shall notify the Employee in writing that an overpayment has been made and shall discuss repayment options with the Employee.
- The maximum amount of time to recover an overpayment, barring a genuine hardship scenario, will be equal or no greater than the duration of time during which the overpayment was accrued. For example – 6 months’ worth of overpayments would take 6 months to repay.
- 53.02 By mutual agreement between the Board and the Employee, repayment arrangements shall be made.
- 53.03 If an Employee terminates before the recovery is complete, the remainder of the monies owing shall be recovered from the final pay.

ARTICLE 54
Implementation of Agreement

Effective Date

- 54.01 All provisions of this Agreement, unless otherwise stated, shall be effective April 1, 2018.
- 54.02 All active Employees as of the date of ratification shall receive zero percent (0.0%) increase to Basic Salary Rates and Schedule “A” effective April 1, 2018.
- 54.03 All active Employees as of April 1, 2019 shall receive zero percent (0.0%) increase to Basic Salary Rates and Schedule “A” effective April 1, 2019.
- 54.04 Notwithstanding Clauses 54.03, all active Employees on the date of ratification whose position falls within the General Job Family Phases 1 to 3 and whose Basic Salary Rate falls below the adjusted salary range in Schedule “A” shall have their Basic Salary Rate adjusted to the new minimum on April 1, 2019. Those Employees whose Basic Salary Rate falls within the adjusted salary range of the General Job Family, Phases 1 to 3, shall have their existing Basic Salary Rate maintained.
- 54.05 Employees whose Basic Salary Rate exceeds the maximum set for their Job Family and Phase shall have their Basic Salary Rate Green-Circled.

ARTICLE 55
Duration of Agreement

- 55.01 Except as otherwise stated, this Agreement shall take effect as of April 1st, 2018, and shall remain in full force and effect until March 31st, 2020, and from year to year thereafter unless notice to commence negotiations is served by either Party pursuant to the provisions of the Act.

ARTICLE 56
Continuation During Negotiations

- 56.01 Where notice to commence negotiations is served by either Party under the provisions of the Act, this Agreement shall continue in effect until:
- (a) a new collective agreement is concluded by the Parties; or
 - (b) the right of the Union to represent Employees is terminated; or
 - (c) a collective agreement becomes a collective agreement between the Parties pursuant to arbitration in accordance with the Act; or
 - (d) a strike or lockout commences under the *Labour Relations Code* as it applies to the Act.
- 56.02 If a strike or lockout commences under the *Labour Relations Code* as it applies to the Act, the Agreement is deemed to continue to apply under Clause 56.01, Sub-Clause (a) during that strike or lockout in respect of any designated essential services workers, subject to any changes or permitted changes described in the Parties' essential services agreement.

ARTICLE 57
Notice Delivery

- 57.01 Any notice required to be given shall be considered to have been sufficiently served if personally delivered or mailed in a prepaid registered envelope addressed, in the case of the Board to:

Associate Vice-President (Human Resources)
The University of Calgary
2500 University Drive N.W.
Calgary, Alberta T2N 1N4

and in the case of the Union to:

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

Schedule "A"
Salary Schedule

General Job Family:							
7.5 Hours		April 1, 2018 (0%)			April 1, 2019 (0%)		
		Minimum	Midpoint	Maximum	Minimum	Midpoint	Maximum
Phase 1	Monthly	2,210.00	2,271.75	2,333.50	2,437.50	2,621.13	2,803.13
	Annually	26,520.00	27,261.00	28,002.00	29,250.00	31,453.50	33,637.50
	Hourly	13.60	13.98	14.36	15.00	16.13	17.25
Phase 2	Monthly	2,210.00	2,602.44	2,994.88	2,600.00	2,925.00	3,250.00
	Annually	26,520.00	31,229.25	35,938.50	31,200.00	35,100.00	39,000.00
	Hourly	13.60	16.02	18.43	16.00	18.00	20.00
Phase 3	Monthly	2,663.38	3,246.75	3,828.50	2,843.75	3,246.75	3,828.50
	Annually	31,960.50	38,961.00	45,942.00	34,125.00	38,961.00	45,942.00
	Hourly	16.39	19.98	23.56	17.50	19.98	23.56
Phase 4	Monthly	3,537.63	4,431.38	5,326.75	3,537.63	4,431.38	5,326.75
	Annually	42,451.50	53,176.50	63,921.00	42,451.50	53,176.50	63,921.00
	Hourly	21.77	27.27	32.78	21.77	27.27	32.78

Operational / Administrative Job Family:							
7 Hours		April 1, 2018 (0%)			April 1, 2019 (0%)		
		Minimum	Midpoint	Maximum	Minimum	Midpoint	Maximum
Phase 1	Monthly	2,666.30	3,245.67	3,829.58	2,666.30	3,245.67	3,829.58
	Annually	31,995.60	38,948.00	45,955.00	31,995.60	38,948.00	45,955.00
	Hourly	17.58	21.40	25.25	17.58	21.40	25.25
Phase 2	Monthly	2,995.42	3,741.62	4,493.88	2,995.42	3,741.62	4,493.88
	Annually	35,945.00	44,899.40	53,926.60	35,945.00	44,899.40	53,926.60
	Hourly	19.75	24.67	29.63	19.75	24.67	29.63
Phase 3	Monthly	3,828.07	4,660.72	5,491.85	3,828.07	4,660.72	5,491.85
	Annually	45,936.80	55,928.60	65,902.20	45,936.80	55,928.60	65,902.20
	Hourly	25.24	30.73	36.21	25.24	30.73	36.21

Specialist/Advisor Job Family:							
7 Hours		April 1, 2018 (0%)			April 1, 2019 (0%)		
		Minimum	Midpoint	Maximum	Minimum	Midpoint	Maximum
Phase 1	Monthly	3,498.95	4,328.57	5,158.18	3,498.95	4,328.57	5,158.18
	Annually	41,987.40	51,942.80	61,898.20	41,987.40	51,942.80	61,898.20
	Hourly	23.07	28.54	34.01	23.07	28.54	34.01
Phase 2	Monthly	3,994.90	4,909.45	5,822.48	3,994.90	4,909.45	5,822.48
	Annually	47,938.80	58,913.40	69,869.80	47,938.80	58,913.40	69,869.80
	Hourly	26.34	32.37	38.39	26.34	32.37	38.39
Phase 3	Monthly	4,991.35	6,404.88	7,819.93	4,991.35	6,404.88	7,819.93
	Annually	59,896.20	76,858.60	93,839.20	59,896.20	76,858.60	93,839.20
	Hourly	32.91	42.23	51.56	32.91	42.23	51.56

Trades Job Family:							
7.5 Hours		April 1, 2018 (0%)			April 1, 2019 (0%)		
		Minimum	Midpoint	Maximum	Minimum	Midpoint	Maximum
Phase 1	Monthly	3,828.50	4,660.50	5,489.25	3,828.50	4,660.50	5,489.25
	Annually	45,942.00	55,926.00	65,871.00	45,942.00	55,926.00	65,871.00
	Hourly	23.56	28.68	33.78	23.56	28.68	33.78
Phase 2	Monthly	4,823.00	5,822.38	6,820.13	4,823.00	5,822.38	6,820.13
	Annually	57,876.00	69,868.50	81,841.50	57,876.00	69,868.50	81,841.50
	Hourly	29.68	35.83	41.97	29.68	35.83	41.97
Phase 3	Monthly	5,825.63	7,072.00	8,316.75	5,825.63	7,072.00	8,316.75
	Annually	69,907.50	84,864.00	99,801.00	69,907.50	84,864.00	99,801.00
	Hourly	35.85	43.52	51.18	35.85	43.52	51.18

Technical Job Family:							
7 Hours		April 1, 2018 (0%)			April 1, 2019 (0%)		
		Minimum	Midpoint	Maximum	Minimum	Midpoint	Maximum
Phase 1	Monthly	3,662.75	4,496.92	5,328.05	3,662.75	4,496.92	5,328.05
	Annually	43,953.00	53,963.00	63,936.60	43,953.00	53,963.00	63,936.60
	Hourly	24.15	29.65	35.13	24.15	29.65	35.13
Phase 2	Monthly	4,824.52	5,905.90	6,984.25	4,824.52	5,905.90	6,984.25
	Annually	57,894.20	70,870.80	83,811.00	57,894.20	70,870.80	83,811.00
	Hourly	31.81	38.94	46.05	31.81	38.94	46.05
Phase 3	Monthly	5,990.83	7,320.95	8,652.58	5,990.83	7,320.95	8,652.58
	Annually	71,890.00	87,851.40	103,831.00	71,890.00	87,851.40	103,831.00
	Hourly	39.50	48.27	57.05	39.50	48.27	57.05

Schedule "B" **Apprentices**

Definition

"Apprentices" are engaged on a full-time basis as Regular (OP), Sessional or Temporary Employees to perform work in a trade as an Apprentice under the Apprenticeship and Industry Training Act.

2.01 Probationary Period

The probationary period for an Apprentice shall be twelve (12) months.

3.01 Salary Schedule

Apprentices who are:

- (a) new Employees hired as Apprentices; and
- (b) present Employees who are accepted into an apprenticeship program but who have less than two years' continuous service with the University

shall be paid salaries based on the percentage rates established in the regulations issued pursuant to the Apprenticeship and Industry Training Act.

3.02 An Employee who commences an apprenticeship program after completing two or more years of service with the University shall be paid the greater of either the salary received immediately prior to commencing the program or the salary which would be applicable under the regulations governing apprenticeship in that particular trade.

3.03 Should the salary of an Apprentice exceed what is outlined by the Apprenticeship Board, the Employee will not be entitled to the provisions of Article 45 - Salary Increments.

4.01 Attendance at School

No Apprentice shall be granted time off for trade school training until six (6) months' continuous service has been completed.

The time off required by an Apprentice who is a Regular (OP) or Sessional Employee to attend trade school shall be compensated for as follows:

- (a) The first week of each such absence shall be compensated for by using accumulated vacation entitlement and/or compensating time off owing, if any, for accumulated overtime.
- (b) During the remainder of the time off required to attend school, the Apprentice, upon submission to their Supervisor of evidence of the amount of remuneration under the Apprenticeship and Industry Training Act, shall be paid the difference between regular salary and the amounts received under the program as salary replacement.

4.02 An Employee in the Apprenticeship Program attending school as required by the Apprenticeship and Industry Training Act, shall be deemed to be on a leave of absence pursuant to Article 33 - Leave of Absence, for that period of leave not covered by accumulated vacation entitlement.

5.01

Application of Collective Agreement

Except as otherwise provided, the terms and conditions of this Agreement shall apply to Employees engaged as Apprentices in accordance with the provisions of Article 2 - Application of Agreement except that Article 14 - Grievance Procedure and Article 40 - Position Abolishment shall not apply in respect of the termination of employment as an Apprentice as a result of:

- (a) the discontinuance of an apprenticeship program, or
- (b) the failure of an Apprentice to comply with the terms and conditions of the Apprenticeship and Industry Training Act and/or regulations, or
- (c) the unavailability of a Tradesperson position upon completion of the apprenticeship program, or
- (d) the unavailability of work required at the next higher period of apprenticeship to which the Apprentice is eligible to advance.

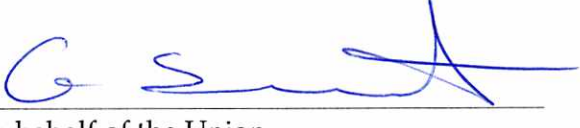
LETTER OF UNDERSTANDING #1
BETWEEN
THE GOVERNORS OF THE UNIVERSITY OF CALGARY
AND
LOCAL 052 OF THE ALBERTA UNION OF PROVINCIAL EMPLOYEES

Re: Job Rotation, Work Exchange, Secondments

Notwithstanding any of the provisions of this Agreement which appear to the contrary, these provisions may be altered to accommodate Employees who participate in a Job Rotation, Work Exchange, or for Secondments provided there is agreement with the Employee(s) involved. The Employee(s) involved will be advised that they may involve the Union for assistance.



On behalf of the Board



On behalf of the Union

June 12, 2019

Date

May 29th, 2019

Date

LETTER OF UNDERSTANDING #2
BETWEEN
THE GOVERNORS OF THE UNIVERSITY OF CALGARY
AND
LOCAL 052 OF THE ALBERTA UNION OF PROVINCIAL EMPLOYEES

Re: The Planning Process

The University is committed to the integrity of the planning process and continuing responsible fiscal management, consistent with the Post-Secondary Learning Act and the current funding base.

The University will undertake to limit permanent staff reductions to those determined through the planning process. However, any change in government policy, University funding or revenue, or other economic/financial conditions may necessitate actions in addition to those in the planning process. Should staff adjustments beyond the planning process be required, the Board will consult with the Union before any action is taken in respect of Employees.



On behalf of the Board

On behalf of the Union

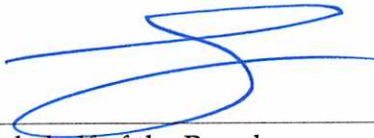
June 12, 2019
Date

May 29th, 2019
Date

LETTER OF UNDERSTANDING #3
BETWEEN
THE GOVERNORS OF THE UNIVERSITY OF CALGARY
AND
LOCAL 052 OF THE ALBERTA UNION OF PROVINCIAL EMPLOYEES

Re: Student Exemptions

1. Under this Collective Agreement, "Student Employees" are employed to do the work within a Job Family listed in Schedule "A" and are included in the Bargaining Unit.
2. Positions that are designated as student jobs that are excluded from the Bargaining Unit are defined as follows:
 - (a) Students participating in the "Student Safewalk Program".
 - (b) Students who are Community Ambassadors in Housing/Residence Services.
 - (c) Students who are paid a stipend or honorarium for practical work directly related to their degree programs.
 - (d) Students working in the Native Ambassador Post-Secondary Initiative (N.A.P.I.) Program.
 - (e) Other student programs as agreed to after full consultation between the Parties.



On behalf of the Board



On behalf of the Union


June 12, 2019
Date

May 29th, 2019
Date

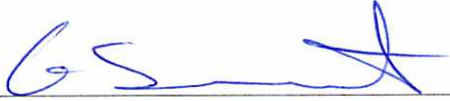
LETTER OF UNDERSTANDING #4
BETWEEN
THE GOVERNORS OF THE UNIVERSITY OF CALGARY
AND
LOCAL 052 OF THE ALBERTA UNION OF PROVINCIAL EMPLOYEES

Re: Group Leader Premium

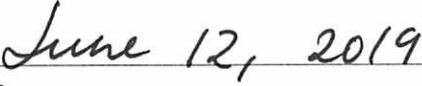
Employees who are receiving a Group Leader Premium, as per Article 27 – Group Leader Premium, up to and including March 31, 2006 only, will have their current premium amount “grandfathered” and it will not change in conjunction with the new annual increment value as per Article 45 – Salary Increments. Effective April 1, 2006, any Employee who receives a new Group Leader Premium, the value shall be calculated in accordance with Clause 45.02.



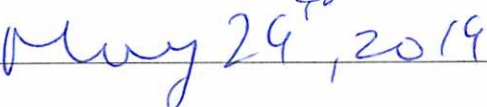
On behalf of the Board



On behalf of the Union



Date



Date

LETTER OF UNDERSTANDING #5
BETWEEN
THE GOVERNORS OF THE UNIVERSITY OF CALGARY
AND
LOCAL 052 OF THE ALBERTA UNION OF PROVINCIAL EMPLOYEES

Re: Educational Work Experience Programs

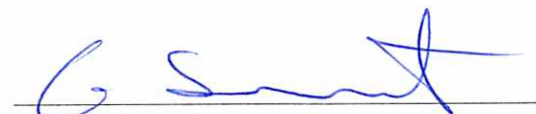
The University of Calgary may host students under an educational work experience program in accordance with the following conditions:

- (a) These persons must be enrolled in a post-secondary program and must require this practicum component as part of program graduation. Terms and conditions will be mutually agreed upon by the requesting institution and the University of Calgary.
- (b) Interested departments must submit completed application forms to University Human Resources.
- (c) The University may accept a maximum of ten (10) Educational Work Experience Program participants at one time and no more than two (2) Educational Work Experience Program participants per Department. This may be amended by mutual agreement between the Parties.
- (d) The limit in Clause (c) does not apply to students hosted through the Mount Royal University Athletic Therapy Program.

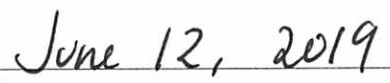
The University will report on participation in the Educational Work Experience Program at the end of the Fall, Winter and Spring/Summer semesters to the Local 52 Chairperson.



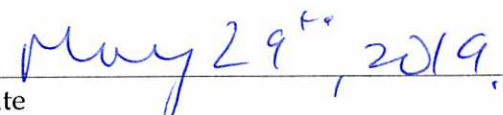
On behalf of the Board



On behalf of the Union



Date

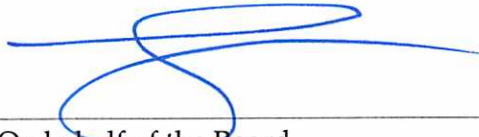


Date


LETTER OF UNDERSTANDING #6
BETWEEN
THE GOVERNORS OF THE UNIVERSITY OF CALGARY
AND
LOCAL 052 OF THE ALBERTA UNION OF PROVINCIAL EMPLOYEES

Re: University of Calgary Qatar Campus

1. The Board has entered into an agreement with the State of Qatar to continue to operate the University of Calgary Campus in the city of Doha. The primary purpose of the Campus is to deliver programs from the University of Calgary, Faculty of Nursing to students of Qatar and other Gulf States.
2. As the operations of University of Calgary Qatar Campus are outside the jurisdiction of Alberta and as the *Public Service Employee Relations Act*: part 1, Application 2 (1) provides that the Act does not apply to (b) a person who is permanently employed outside Alberta by an Employer, all Employees employed to work for the University of Calgary Qatar Campus will be exempt from the Union.
3. University Employees on secondment to University of Calgary Qatar shall maintain Seniority as outlined in Article OP 38 - Seniority.



On behalf of the Board



On behalf of the Union

June 12, 2019

Date

May 29th, 2019

Date

LETTER OF UNDERSTANDING #7
BETWEEN
THE GOVERNORS OF THE UNIVERSITY OF CALGARY
AND
LOCAL 052 OF THE ALBERTA UNION OF PROVINCIAL EMPLOYEES

Re: Contracted Services

WHEREAS the Board is committed to engaging in meaningful consultation with the Union prior to making decisions with regards to contract out versus using Employees for operations of the University;


AND WHEREAS the Board has in some cases consulted with the Union to engage prequalified contractors to perform services in specified circumstances;

NOW THEREFORE the parties agree to the following:

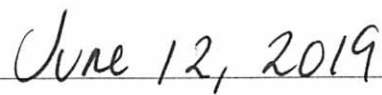
1. Within sixty (60) days of the ratification of the collective agreement, the Parties will meet to review Contracted Services.
2. No more than three (3) representatives from the Union and Board respectively shall attend this meeting, except by mutual consent.
3. During this meeting, the Parties shall review the list of current pre-qualified vendors and identify specific Contracted Services which are of concern to bargaining unit Employees.
4. In addition, at a minimum of twice per year, the Board shall disclose, on a confidential basis, any contemplated medium or major contracting out decisions which are likely to impact the careers of a group of bargaining unit members over the next year.
5. The Board has no obligation to review contracted services where consultation has occurred in accordance with Article 50 - Contracted Services. This does not include renewal of existing contracts.



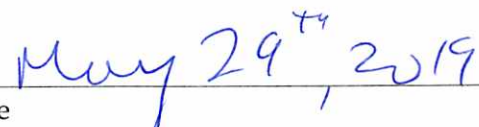
On behalf of the Board



On behalf of the Union



Date



Date

LETTER OF UNDERSTANDING #8
BETWEEN
THE GOVERNORS OF THE UNIVERSITY OF CALGARY
AND
LOCAL 052 OF THE ALBERTA UNION OF PROVINCIAL EMPLOYEES


Re: Job Placement Manual

WHEREAS, the Board has developed a Job Placement manual for bargaining unit positions that contains descriptions of all Job Families and Phases pursuant to the Collective Agreement;

AND WHEREAS, the Job Placement Manual is used to classify new positions and review existing positions in accordance with Article 16 – Job Review;

NOW THEREFORE, the Parties agree as follows:

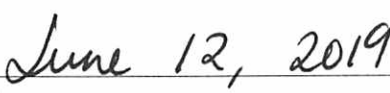
1. The Board will update the Job Placement Manual after consultation with the Local either prior to the expiry of the Collective Agreement or within one (1) year of the ratification of the Collective Agreement, whichever occurs later.
2. Within ninety (90) days of the ratification of the Collective Agreement the Board will commence consultation with the Local on the Job Placement Manual.
3. The timelines in this Letter of Understanding may be adjusted by mutual agreement between both Parties.



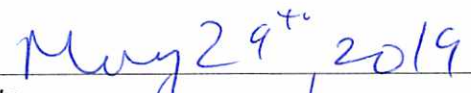
On behalf of the Board



On behalf of the Union



Date



Date

LETTER OF UNDERSTANDING #9
BETWEEN
THE GOVERNORS OF THE UNIVERSITY OF CALGARY
AND
LOCAL 052 OF THE ALBERTA UNION OF PROVINCIAL EMPLOYEES

Re: Immigrant Bridging Program Work Experience Placements

WHEREAS Alberta Labour is responsible for the contract-based delivery of the Immigrant Bridging Program (IBP) by third-party providers;

AND WHEREAS the IBP helps skilled immigrants gain employment in their original occupation or a related occupation;

AND WHEREAS many IBPs require a combination of in-class training and work experience placements;


AND WHEREAS the University may be eligible for full or partial reimbursement by third party providers for paid IBP work experience placements;

AND WHEREAS some IBP work experience placements are unpaid;

AND WHEREAS some IBP work experience placements may perform work that falls within the scope of the bargaining unit;

NOW THEREFORE the parties agree as follows:

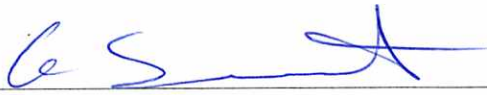
1. The University shall be permitted to host IBP work experience placements.
2. Individuals hosted through an IBP for a work experience placement shall be excluded from the bargaining unit only for the period of the placement.
3. If these individuals are subsequently hired into a bargaining unit position, they shall be afforded all rights under the collective agreement.
4. IBP work experience placements will be of a maximum duration of twenty (20) weeks.
5. On an annual basis, the Board shall report to the Union on the usage of the Immigrant Bridging program.



On behalf of the Board

June 12, 2019

Date



On behalf of the Union

May 29th, 2019

Date

LETTER OF UNDERSTANDING #10
BETWEEN
THE GOVERNORS OF THE UNIVERSITY OF CALGARY
AND
LOCAL 052 OF THE ALBERTA UNION OF PROVINCIAL EMPLOYEES

Re: University-Union Exclusions Review

WHEREAS Local 052 of AUPE is the exclusive bargaining agent for all employees when employed in general support services at the University of Calgary;

AND WHEREAS section 12 of the *Public Service Employee Relations Act* sets out the persons who shall not be included in a bargaining unit or any other unit for collective bargaining;

AND WHEREAS there is a pending application by The University of Calgary Faculty Association (TUCFA) under s. 58.6 of the *Labour Relations Code* in which TUCFA has taken the position that all Management and Professional Staff (MaPS) should be designated as academic staff and included in the faculty bargaining unit;

NOW THEREFORE the parties agree as follows:

1. All terms of this Letter of Understanding are ultimately subject to any order of the Alberta Labour Relations Board under s. 58.6.
2. The University will conduct an initial review of Management and Professional Staff (MaPS) positions to determine whether certain excluded positions should be properly included in the bargaining unit based on the exclusion criteria set out in the *Public Service Employee Relations Act*. The University will complete the review within six (6) months of ratification of the Collective Agreement.
3. The scope of the review will be limited to all currently encumbered MaPS positions in the following career bands:
 - a. Operational and Administrative Support;
 - b. Technical Professional
 - c. Professional
 - d. Research
 - e. Management, Level 1
4. The University will categorize MaPS positions as either:
 - a. appropriate for inclusion in the bargaining unit, or
 - b. appropriate for continued exclusion from the bargaining unit.

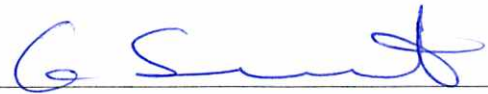
Once the review is completed the University will disclose the above lists to the Union along with the rationale for all positions included on the list noted in Clause 4(b).

5. The parties shall establish a committee ("Committee") within ninety (90) calendar days of ratification of the agreement to review the two lists of MaPS positions once completed. The Committee shall be composed of up to three (3) representatives from the University and up to three (3) representatives from AUPE.

6. Within thirty (30) calendar days of receipt of the list in point 4 the Committee shall review the information provided by the University in its initial review. The Committee will confirm the University's categorization or determine whether further discussion is required. Where required, the Committee will review available position information, including organizational charts and job descriptions or profiles.
7. Where the available position information is insufficient to determine whether it should be properly included or excluded from the bargaining unit, the Committee will prepare questions in respect of the position and request a response from the direct supervisor and/or incumbent as appropriate.
8. The Committee shall meet at least 2 days per bi-weekly period, or on an alternate schedule established by the Committee, until all of the positions on the lists of MaPS positions have been reviewed and a determination regarding allocation has been made or there is a disagreement.
9. In the event that the Committee is unable to reach consensus with respect to the inclusion or exclusion of certain positions in the bargaining unit, or there is disagreement over whether the available position information is sufficient to make a determination, the dispute shall be submitted to an expedited mediation-arbitration (med-arb) process for final determination. The med-arb will be chaired by a sole mediator/arbitrator as appointed by mutual agreement between the Parties.
10. Once the process outlined above is complete, and a final determination has been made in respect of all MaPS positions, the University will provide written notice to employees who will be included in the bargaining unit of the determination and the anticipated timeframe to transition. The notice shall also include the Union's contact information and instruction for the employee to contact the Union should they require support throughout the transition period or thereafter.
11. Normal University classification processes will apply; however, individuals will be transitioned according to Clause 12 below. The University will provide the Union the names of individuals to be transitioned one month from the date they are flagged for inclusion.
12. Within six (6) months of a final determination being made in respect of all MaPS employees categorized as appropriate for inclusion pursuant to Clause 6, those designated as AUPE shall be included in the bargaining unit. MaPS positions requiring further review or submission to the Med-Arb process will be included in the bargaining unit within six (6) months of the final determination in respect of all disputed positions. Any exceptions to the six (6) month notice period will be agreed by the Parties on a case by case basis.
13. After the six (6) month notice period in Clause 12, an employee that is to be transitioned into the bargaining unit will be assigned by the University to an existing bargaining unit classification and pay grade with a current salary:
 - a. exceeding the maximum salary of the new pay grade will be green-circled while the Employee is in this Position;
 - b. below the maximum salary of the new pay grade will be maintained;

- c. below the minimum salary of the new pay grade will be moved to the minimum of the pay grade of the assigned classification.
14. Where there is no appropriate existing job phase or family and/or pay grade for an Employee that is transitioned into the bargaining unit, the Employee will be maintained within their current pay range until a new classification and pay grade has been negotiated.



On behalf of the Board

On behalf of the Union

Date June 12, 2019

Date May 29th, 2019

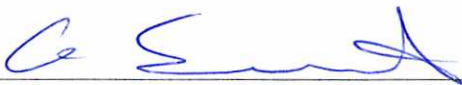
LETTER OF UNDERSTANDING #11
BETWEEN
THE GOVERNORS OF THE UNIVERSITY OF CALGARY
AND
LOCAL 052 OF THE ALBERTA UNION OF PROVINCIAL EMPLOYEES

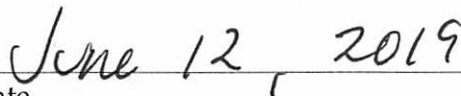
Re: Workload

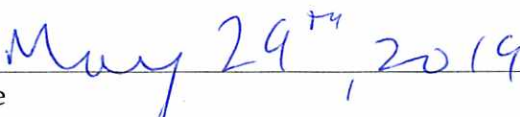
1. The parties recognize the importance of regular discussions regarding the manageability of workloads. Workload may be impacted by numerous factors, which may include but are not limited to, seasonality, surge periods, staff shortage and increased demands, process improvements, reorganization, or shifting priorities.
2. Where an Employee or group of Employees is concerned they cannot complete daily assignments or meet their Supervisor's expectations regarding their work obligations, the employee may request a workload discussion. A request for a workload discussion shall be submitted directly to the Supervisor, who shall meet with the Employee or group of Employees within fourteen (14) days to discuss workload concerns. The Supervisor shall consider process improvements, creating efficiencies, and access to available resources, amongst other considerations with a view to resolving workload issues. The Supervisor shall provide the proposed resolution in writing to the Employee(s). A representative of the Union may assist an Employee or group of Employees during the workload discussion review process.
3. Any resolution as part of a workload review will include follow-up for the first three months to assess whether the original resolution adequately addresses the concern(s) raised.
4. Should the matter not be resolved or the measures put in place not adequately address the workload concerns within three months, the Employee(s) may submit a complaint to the appropriate Vice-President. The Vice-President shall, within fourteen (14) days of receiving the complaint, meet with the Employee or group of Employees and a representative of the Union to discuss and seek to resolve the specifics of the complaint.
5. The departmental Vice-President may delegate the responsibilities to a direct report subject to the agreement of the Associate Vice-President, Human Resources.
6. The application of this Letter of Understanding is subject to Article 14 – Grievance Procedure, however, the decision of the departmental Vice-president, or designee, is final and binding and shall not be subject to Article 14 – Grievance Procedure.

7. The time limit outlined in paragraph 2 of this Letter of Understanding may be extended due to extenuating circumstances. The time limit outlined in paragraph 4 may be adjusted by mutual agreement between the Union and the Board.


On behalf of the Board


On behalf of the Union


Date


Date

PART B

OPERATING PROVISIONS



AND



LOCAL 52

ARTICLE OP2
Application of Agreement

- OP2.01 Pay schedules and working conditions under Part A (Common Provisions) and Part B (Operating Provisions) of this Agreement shall not be changed after its effective date without agreement of the Parties.
- OP2.02 Except as otherwise provided within this Agreement, the application of the terms and conditions under Part A (Common Provisions) and Part B (Operating Provisions) of this Agreement shall be as follows:
- (a) All the terms and conditions in Part A (Common Provisions) and Part B (Operating Provisions) apply to Regular and Sessional Full-time Employees, except that the following Articles shall not apply:
 - (i) Article OP22 – Reporting Pay
 - (b) All the terms and conditions in Part A (Common Provisions) and Part B (Operating Provisions) apply to Regular and Sessional Part-time Employees, on a pro rata basis where applicable, except that the following Articles shall not apply:
 - (i) Article OP22 – Reporting Pay
 - (c) All the terms and conditions in Part A (Common Provisions) and Part B (Operating Provisions) apply to Recurring Part-time Employees, on a pro rata basis where applicable, except that the following Articles shall not apply:
 - (i) Article OP18 - Hours of Work - Clause 18.04, Sub-Clause (a)
 - (ii) Article 20 - Call-Out Pay
 - (iii) Article 21 - Standby Pay
 - (iv) Article 24 - Shift Differential
 - (v) Article 25 - Weekend Premium
 - (vi) Article 31 - Special Leave - except that Clause 31.02, Sub-Clauses (a), (b), (c) and (d) shall apply without pay
 - (vii) Article 32 – Maternity and Parental Leaves – except that Clauses 32.01, 32.02 and 32.05 shall apply without pay
 - (viii) Article 35 – Group Benefit Plans – except that Clause 35.05 shall apply
 - (ix) Article 36 - Long Term Disability
 - (x) Article 47 – Tuition Support for Employee, Spouse and Dependent Children – Clause 47.01
 - (xi) Article OP49 – Reduced Duties Leading to Retirement

- (d) All the terms and conditions in Part A (Common Provisions) and Part B (Operating Provisions) apply to Limited Term Employees, on a pro rata basis where applicable, except that the following Articles shall not apply:
 - (i) Article OP22 – Reporting Pay
 - (ii) Article OP40 - Position Abolishment
 - (iii) Article OP44 - Rights on Transfer
 - (iv) Article OP49 – Reduced Duties Leading to Retirement
- (e) All the terms and conditions in Part A (Common Provisions) and Part B (Operating Provisions) apply to Temporary Full-time and Temporary Part-time Employees, on a pro rata basis where applicable, except that the following Articles shall not apply:
 - (i) Article 17 – Probationary Employee and Period - except Clause 17.04 shall apply
 - (ii) Article OP22 – Reporting Pay
 - (iii) Article 30 - Sick Leave - except that Clause 30.03, Sub-Clause (a) shall apply
 - (iv) Article 31 - Special Leave - except that Clause 31.02, Sub-Clause (b) shall apply
 - (v) Article 32 - Maternity and Parental Leaves
 - (vi) Article 35 - Group Benefit Plans
 - (vii) Article 36 - Long Term Disability
 - (viii) Article 37 - Workers' Compensation Supplement
 - (ix) Article OP39 - Layoffs
 - (x) Article OP40 - Position Abolishment
 - (xi) Article 41 - Training and Upgrading
 - (xii) Article 42 – Job Opportunities
 - (xiii) Article OP44 - Rights on Transfer
 - (xiv) Article 47 – Tuition Support for Employee, Spouse and Dependent Children
 - (xv) Article OP49 – Reduced Duties Leading to Retirement
 - (xvi) Article 52 - Uniforms and Protective Clothing Clause 52.04 and 52.05
- (f) All the terms and conditions in Part A (Common Provisions) and Part B (Operating Provisions) apply to Temporary Relief Employees, except that the following Articles shall not apply:
 - (i) Article 17 – Probationary Employee and Period
 - (ii) Article OP22 – Reporting Pay

- (iii) Article 31 – Special Leave - except that Clause 31.02, Sub-Clause (b) shall apply
- (iv) Article 32 – Maternity and Parental Leaves
- (v) Article 36 - Long Term Disability
- (vi) Article 37 - Workers' Compensation Supplement
- (vii) Article OP39 – Layoffs
- (viii) Article OP40 - Position Abolishment
- (ix) Article 41 – Training and Upgrading
- (x) Article OP44 - Rights on Transfer
- (xi) Article 47 – Tuition Support for Employee, Spouse and Dependent Children
- (xii) Article OP49 – Reduced Duties Leading to Retirement
- (g) All the terms and conditions in Part A (Common Provisions) and Part B (Operating Provisions) apply to Casual and Student Employees, on a pro rata basis where applicable, except the following Articles shall not apply:
 - (i) Article 17 – Probationary Employee and Period - except Clause 17.04 shall apply
 - (ii) Article OP18 - Hours of Work - Clause 18.04, Sub-Clause (a)
 - (iii) Article 20 - Call-Out Pay
 - (iv) Article 21 - Standby Pay
 - (v) Article 24 - Shift Differential
 - (vi) Article 25 - Weekend Premiums
 - (vii) Article 30 - Sick Leave
 - (viii) Article 31 - Special Leave - except that Clause 31.02, Sub-Clause (b) shall apply without pay
 - (ix) Article 32 – Maternity and Parental Leaves
 - (x) Article 35 - Group Benefit Plans
 - (xi) Article 36 - Long Term Disability
 - (xii) Article 37 - Workers' Compensation Supplement
 - (xiii) Article OP39 - Layoffs
 - (xiv) Article OP40 - Position Abolishment
 - (xv) Article 41 - Training and Upgrading
 - (xvi) Article 42 - Job Opportunities
 - (xvii) Article OP44 - Rights on Transfer

- (xviii) Article 47 – Tuition Support for Employee, Spouse and Dependent Children
- (xix) Article OP49 – Reduced Duties Leading to Retirement
- (xx) Article 52 - Uniforms and Protective Clothing Clause 52.04 and 52.05

OP2.03 It is recognized that Temporary, Casual and Student Employees fill an important and necessary function. It is also recognized that a stable workforce is desirable. Therefore, it is agreed that Positions, which are known to be of a regular or recurring nature, shall be filled with Regular or Sessional Employees.

ARTICLE OP18 **Hours of Work**

OP18.01 The normal hours of work for Regular, Sessional, Temporary, Temporary Relief and Limited Term Full-time Employees shall be:

- (a) 35 hours per week and 7 hours per day, or
- (b) 37 1/2 hours per week and 7 1/2 hours per day, or
- (c) 40 hours per week and 8 hours per day (limited to those classifications requiring continuous shift operation).

The normal number of daily and weekly hours of work for Regular, Sessional, Temporary, Temporary Relief and Limited Term Full-time Employees shall remain unchanged during the term of this Agreement except as may be otherwise agreed by mutual consent.

OP18.02 The normal hours of work for a Part-time Employee (Regular, Sessional, Temporary, Temporary Relief and Limited Term) shall be established in the Letter of Offer of Employment. Any additional hours worked shall only be by mutual agreement.

OP18.03 The work week for Regular, Sessional, Temporary, Temporary Relief and Limited Term Full-time Employees shall consist of five (5) work days with two (2) consecutive days off. Where a change in schedule occurs or a rotating schedule is in effect, the weekly number of hours and days of work may be averaged over a nine (9) week period without payment of overtime, provided that the total hours worked over the period to which averaging applies does not exceed the total normal hours for that period.

- OP18.04
- (a) The Board shall advise an Employee fourteen (14) calendar days in advance of a change in working schedule. The above shall apply except, in the following circumstances: in the case of an emergency, in the case where an Employee requests a shift change or in the case of a medical accommodation requiring a shift change. A changed schedule shall be considered to have started on the first (1st) day on which the daily or weekly working schedules differ from those of the former schedule. Where a change is made in the Employee's schedule with less than fourteen (14) calendar days' notice, the Employee shall be paid at time and one-half (1.5X) for the normal daily hours worked on the first two (2) days of the changed schedule.
 - (b) Changes to shifts for Employees who normally work non-rotating shifts shall consider factors including volunteer requests, skills, qualifications, experience and personal circumstances. When these problem-solving efforts are not successful, seniority shall be the determining factor.
 - (c) Recurring Part-time, Casual and Student Employees shall be given reasonable notice of shift changes and shifts shall not be withheld for arbitrary or unreasonable reasons. The Parties acknowledge that Recurring Part-time, Casual and Student Employees have no guaranteed hours of work, however, an Employee who has not been scheduled to work for more than one (1) month may request a written explanation from their immediate Supervisor. The Supervisor shall provide a written explanation within ten (10) work days.
- OP18.05
- The daily hours of work shall run consecutively except that at approximately the midpoint in the work day, a meal period of not less than one-half (1/2) hour, nor more than one and one-half (1 1/2) hours shall be granted to Full-time Employees other than those who are required by the nature of their duties to eat on the job. A meal period shall not be considered working time.
- Meal periods shall be provided to Part-time Employees only in respect of scheduled shifts in excess of five (5) hours' duration.
- OP18.06
- A rest period of fifteen (15) minutes shall be permitted during each one-half working day of not less than three and one-half (3 1/2) hours' duration and shall be considered working time.
- OP18.07
- Employees shall, normally, have not less than ten (10) hours off between work periods except in the case of overtime work or as otherwise mutually agreed. The provisions of Clause 19.05 shall apply in respect of any hours worked which reduce this period.
- In cases of emergency, the Board may authorize an Employee to work in excess of their normal hours without the required ten (10) hour break between shifts. If the overtime hours worked are equal to or greater than seven (7) hours and form a continuous and consecutive work period preceding the regularly scheduled shift, the payment at overtime rates as per Clause 19.05 will continue until the Employee takes the required ten (10) hour break period.

- OP18.08 Notwithstanding any of the provisions of this Agreement which appear to the contrary, hours of work may be altered to accommodate alternative work arrangements such as averaging agreements, compressed schedules or flextime provided that the terms of such arrangements are compliant with the *Employment Standards Code*.
- (a) the terms of the variations are understood and agreed to by the Board and a clear majority of Employees involved.
 - (b) the terms of the variations do not result in a reduction in salary or abrogate the time off contemplated under Clause 30.03, Sub-Clause (a) to the Employees involved.
 - (c) overtime compensation and other benefits shall be adjusted in a fashion consistent with the variation so as to not increase eligibility for overtime compensation or extend such other benefits as may apply.
 - (d) where flextime variations involve the accumulation of compensating time off based on the Employee's regular rates, credit for compensating time off earned will be given for days on which the full number of scheduled hours are worked or for days on which the Employee was absent for a period of less than one-half (1/2) the scheduled hours as a result of an authorized absence under Clause 30.03, Sub-Clause (b).
- OP18.09 This Article shall not apply to an Employee while voluntarily participating in a training course, conference, or seminar.

ARTICLE OP22 **Reporting Pay**

- OP22.01 Recurring Part-time, Casual and Student Employees shall be paid a minimum of three (3) hours pay at the Employee's hourly rate of pay when an expected work period is cancelled or shortened and the Employee was not notified of such cancellation or shortening prior to arriving for the cancelled work period.
- OP22.02 A Sessional Grounds Employee who reports for a scheduled shift which is cancelled or shortened due to the inability to continue working because of inclement weather shall be paid a minimum of three (3) hours pay at the Employee's hourly rate of pay.

ARTICLE OP29 **Vacations**

- OP29.01 The year (vacation year) on which normal annual vacation entitlements are based is defined as the period between Anniversary dates.
- OP29.02 For the purpose of calculating vacation entitlements for periods of employment of less than one complete vacation year, vacation entitlement for part months of service will be prorated based on the amount of working days the Employee is employed in that month.

OP29.03 Vacation entitlement is not earned during leave of absence without pay beyond an accumulated maximum of twenty-two (22) working days in each employment year or beyond twenty-two (22) consecutive working days in respect to any one leave of absence which continues from one employment year to the next employment year.

The foregoing does not apply to leaves of absence granted under Article 9 - Time Off for Union Officers and Members.

OP29.04 Vacation entitlement is not earned during any absence because of sickness or injury, including injuries which are compensable under Workers' Compensation beyond an accumulated maximum of forty-four (44) working days in each employment year or beyond forty-four (44) consecutive working days in respect to any one illness which continues from one employment year to the next employment year.

OP29.05 Vacation With Pay Entitlement - Full-time Employees

(a) Three weeks - (15 Working Days) Vacation - An Employee shall accrue vacation entitlement at an average rate of one and one-quarter ($1 \frac{1}{4}$) working days for each full month worked during the vacation year.

(b) Four Weeks - (20 Working Days) Vacation - An Employee who has completed six (6) consecutive years of service shall accrue vacation entitlement at an average rate of one and two-thirds ($1 \frac{2}{3}$) working days for each full month worked during the vacation year.

Effective April 1, 2019, Four Weeks - (20 Working Days) Vacation - An Employee who has completed five (5) consecutive years of service shall accrue vacation entitlement at an average rate of one and two-thirds ($1 \frac{2}{3}$) working days for each full month worked during the vacation year.

(c) Five Weeks - (25 Working Days) Vacation - An Employee who has completed sixteen (16) consecutive years of service shall accrue vacation entitlement at an average rate of two and eight one hundredths ($2 \frac{8}{100}$) working days for each full month worked during the vacation year.

(d) Six Weeks - (30 Working Days) Vacation - An Employee who has completed twenty-five (25) consecutive years of service shall accrue vacation entitlement at an average rate of two and one-half ($2 \frac{1}{2}$) working days for each full month worked during the vacation year.

(e) Vacation Upon Termination - Employees who terminate or who are terminated are granted pay instead of vacation entitlement as follows:

(i) Less than six months' continuous service - 6% of regular earnings for the period of employment, minus pay for vacation entitlement already taken, if any.

(ii) Six months' continuous service and over - Pay instead of vacation accrued but not taken in accordance with Sub-Clauses (a), (b), (c) or (d) of this Clause.

(f) Supplementary Long-Service Vacation

An Employee shall accrue five (5) additional working days of vacation entitlement on a non-recurring basis upon completion of eight (8) consecutive years' service.

OP29.06 Vacation Entitlement - Part-time Employees

Part-time Employees will accrue vacation entitlement on the same basis as Full-time Employees but proportionate to their normal hours of work.

OP29.07 Vacation Pay - Recurring Part-time, Casual and Student Employees

(a) 6% of regular earnings for the period of employment. Vacation pay shall be paid at the end of each pay period.

(b) Time off without pay will be approved for Employees, upon request, at a mutually agreed time, for up to three (3) weeks annually.

OP29.08 As far as is possible, Employees shall be granted their choice of vacation period, but the right to allot vacation periods is reserved by the Board in order to ensure efficient operations. An Employee shall not take vacation without prior authorization from the Board.

OP29.09 If one or more of the Paid Holidays listed in Article 28 - Paid Holidays (other than the Stampede ½ Day and Christmas Eve ½ Day Holiday) falls during an Employee's annual vacation period, the Board may authorize another day or days to be added to that vacation period.

OP29.10 The Board may authorize vacation based on the entitlement earned during the preceding vacation year to be either one continuous vacation period or separate vacation periods.

OP29.11 Once the Board has authorized a vacation period, such vacation period shall not be changed unless the Board and the Employee agree to a change in the vacation period. This provision will not apply in the event of an emergency recognized by the Board.

OP29.12 An Employee who becomes hospitalized for twenty-four (24) consecutive hours or more during a vacation period may cancel the remainder of the vacation and use Sick Leave provisions as outlined in Article 30. The Employee shall provide proof of hospitalization satisfactory to the Board.

OP29.13 An Employee, while on vacation, who becomes bereaved may cancel the remainder of the vacation or portion of the vacation. That Employee's bereavement entitlement remains as that defined in Article 31 - Special Leave. Those cancelled vacation days shall be rescheduled at a later time.

ARTICLE OP38

Seniority

OP38.01 Seniority shall be deemed to mean the length of continuous employment in the bargaining unit. Seniority is not accumulated during periods of layoff, or during unpaid leave(s) of absence (except those granted under Article 9 - Time Off for Union Officers and Members or Article 32 – Maternity and Parental Leaves), beyond an accumulated maximum of twenty-two (22) working days in each employment year or beyond twenty-two (22) consecutive working days in respect to any one leave of absence which continues from one employment year to the next employment year.

An Employee's seniority shall be adjusted to reflect any period during which seniority is not accumulated.

OP38.02 When the seniority of an Employee is to be applied under Articles OP39 and OP40, Layoffs and Position Abolishment, the Employee's seniority shall be applied only in relation to the seniority of other Employees who are similarly defined under Article 1 - Interpretation, as:

Regular Full-time Employees, or
Sessional Full-time Employees, or
Regular Part-time Employees, or
Sessional Part-time Employees, or
Limited Term Full-time Employees, or
Limited Term Part-time Employees, or
Recurring Part-time Employees.

OP38.03 The seniority of an Employee shall be lost, and all rights forfeited and employment terminated and there shall be no obligation to rehire when an Employee:

- (a) resigns or otherwise voluntarily terminates employment;
- (b) is discharged for just cause or as a result of position abolishment;
- (c) fails to return to work at the end of a leave of absence, except where:
 - (i) before the end of the original leave an extension is requested and the need for the extension is verified and justified by the Employee, or
 - (ii) within fifteen (15) days following the end of the original leave, satisfactory explanation is provided for the failure to return to work;
- (d) is laid off for a period exceeding six (6) months;
- (e) fails to return to work within seven (7) days from time notice of recall is delivered to the Employee's last known address;
- (f) is retired;
- (g) Casual, Student or Recurring Part-time Employees who have not worked within a six (6) month period.

- OP38.04 No seniority shall be acquired by Probationary Employees, Casual Employees, Temporary Employees, Temporary Relief Employees or Student Employees.
- However, the seniority of Regular, Sessional, or Recurring Part-time Employees will be calculated retroactively to the date of commencement of their current period of employment where:
- (a) a Regular, Sessional, or Recurring Part-time Employee has completed the probationary period; or
 - (b) the employment is contiguous and the status of a Temporary Full-time Employee or Temporary Relief Full-time Employee is changed to that of a Regular, or Sessional; or
 - (c) the Employee's period of service with the Board as a Casual, Student, Temporary or Temporary Relief Employee has interruptions or breaks in service that were not longer than one (1) month and the service was in the same Position and Department.
- An Employee's period of service may be counted in other circumstances as determined by the Board.

ARTICLE OP39

Layoffs

- OP39.01 A layoff is a temporary separation from employment with anticipated future recall.
- OP39.02 In the event of layoff a Regular, Sessional, Limited Term, or Recurring Part-time Employee shall be given three (3) weeks' notice or pay in lieu of notice prior to the layoff.
- No Regular Full-time Employee shall be subject to a layoff of ten (10) work days or less in duration.
- OP39.03 The requirement to provide notice of layoff shall not apply in the event of a staff reduction caused by fire, flood, earthquake, or other natural disasters, work stoppage or similar circumstance, requiring immediate closure of all or part of the University.
- OP39.04 Layoff notice shall not be required for Probationary Employees.
- OP39.05 An Employee who is absent because of Vacation, Sick Leave or Long Term Disability, or who is in receipt of Workers' Compensation, or who is on a Leave of Absence under Article 33 shall have no extraordinary rights under this Article and shall be subject to layoff on the same basis as other Employees.
- OP39.06 In determining the order of layoff or recall of Employees, seniority shall govern when other relevant factors are equal. The application of seniority under this Article shall relate only to Employees who are employed within the same Department and who are in the same Job Family and Phase.

- OP39.07 If a Regular, Sessional, or Recurring Part-time Employee with more than one (1) year of seniority is laid off and is not recalled within six (6) months from the date of layoff, the Employee shall be entitled to receive a payment in the amount shown in the Notice Schedule in Article OP40, Position Abolishment.

ARTICLE OP40
Position Abolishment

- OP40.01 Position abolishment occurs when the Board eliminates a Position occupied by a Regular, Sessional Employee, or Recurring Part-time Employee which it does not intend to re-establish in the foreseeable future. Position abolishment may occur for reasons that may include but are not limited to technological change, automation, contracting out, merger or dissolution of Departments and budgetary constraints.

However, this Article shall not apply in the event of a support staff reduction caused by fire, flood, earthquake, or other natural disasters, work stoppage or similar circumstance, requiring immediate closure of all or part of the University.

- OP40.02 When a Position abolishment occurs which results in the discharge of a Regular Employee who has more than one (1) year of seniority, or of a Sessional or a Recurring Part-time Employee who has more than two (2) years of seniority, this Article will apply. Otherwise, two (2) weeks' notice, or pay in lieu of notice, of the Position abolishment will apply.

- OP40.03 The order of discharge or transfer of Regular, Sessional, or Recurring Part-time Employees shall be determined on the basis of seniority when other relevant factors are equal.

Prior to issuing notice of Position abolishment, the Board shall offer any available vacant Position(s) within the same Department to Employees whose Position(s) are being considered for abolishment in order of seniority. Provided the Employee is qualified for the Position, they shall be offered the opportunity to transfer into the available vacant Position. Determining whether the Employee is qualified for the Position will be at the discretion of the Board,

An Employee who transfers into a Position with a maximum salary rate less than the Employee's salary rate on the date the offer is made, shall have their salary rate maintained for the balance of the notice period for which they would have been entitled under the Notice Schedule.

In the event that there are no available vacant Positions, or the Employee declines an offer to transfer, the Employee shall be provided notice of Position abolishment in accordance with Clause OP40.04.

Notice

- OP40.04 The Employee will be given written notice of the Position abolishment or pay in lieu of notice according to the Notice Schedule below.

- (a) Upon request in writing at any time during the notice period, the Employee shall be paid the amount shown in the Notice Schedule less any pay at the regular rate received during the notice period. The Employee's employment and rights under this Agreement shall end on the date the above request is made; or
- (b) The Employee shall be discharged from employment at the end of the notice period, unless otherwise directed by the Board.

Redeployment

OP40.05 During the notice period, the Employee shall be eligible for redeployment as set out in the following provisions:

- (a) An Employee who has received notice of Position Abolishment shall be eligible for transfer to a Position that becomes available after commencement of the notice period for which the Employee has the qualifications and abilities to perform the work and assume the responsibilities. The Board shall continue to advise such Employees of any available vacant positions during the redeployment period. If any such position becomes available the Employee shall have first right to claim the position subject to determination of qualifications and abilities at the discretion of the Board.

When more than one (1) qualified Employee on redeployment wishes to claim an available vacant position, Article 42.04 shall apply.

An Employee who claims an available vacant Position at an equal or higher salary rate, shall have no further rights under this Article except under 40.05(b).

An Employee who claims an available vacant Position at a lower salary rate shall have their salary maintained for the balance of the notice period for which they are entitled under the Notice Schedule after which they will be placed at the maximum salary range for their newly acquired position.

- (b) If the Employee is subsequently deemed unsuccessful in the Position by the Board within six (6) months of the date they started in the Position, the Employee shall receive the balance of their notice as pay in lieu.
- (c) In-service training will be provided where it is feasible.
- (d) During the notice period, the Board may direct an Employee not to report for work, however, the Employee will retain the rights provided in Clause 40.04, Sub-Clause (a), and Clause 40.05, Sub-Clauses (a) and (b).
- (e) An Employee will be granted reasonable time off with pay to attend job interviews and/or career counselling sessions with Human Resources.

- OP40.06 If an Employee refuses to accept the Position for which the Employee has applied and has been selected, all rights to the provisions of this Article are forfeited from the date of such refusal. An Employee may withdraw from the limited competition at any time before the selection has been made.
- OP40.07 An Employee who is absent because of Article OP29 - Vacation, Article 30 - Sick Leave or Article 36 - Long Term Disability, or who is in receipt of Workers' Compensation, or who is on a Leave of Absence under Article 33, shall have no extraordinary rights under this Article and shall be subject to Position Abolishment on the same basis as other Employees.
- OP40.08 Notwithstanding the foregoing Clauses, in unusual or extenuating circumstances, the Board may offer or agree to pay a severance allowance in the amount shown in the Notice Schedule below to one or more Employees. Voluntary terminations with severance must be agreed between the Human Resources Department, representing the Board, and the Union.
- If an Employee accepts a severance allowance, the Employee will be considered to have terminated employment and to have waived eligibility for rights under this Article.
- OP40.09 An Employee who is on Redeployment and accepts a Temporary assignment shall have their notice period extended by the length of the Temporary assignment.

Notice Schedule

<u>Seniority</u> <u>(when equal to or more than)</u>	<u>Notice</u> <u>(or pay in lieu)</u>
1 year	4 weeks
2 years	7 weeks
3 years	9 weeks
4 years	11 weeks
5 years	15 weeks
6 years	20 weeks
7 years	22 weeks
8 years	24 weeks
9 years	26 weeks
10 years	30 weeks
11 years	33 weeks
12 years	35 weeks
13 years	37 weeks
14 years	39 weeks
15 years	41 weeks
16 years	43 weeks
17 years	46 weeks
18 years	48 weeks
19 years	50 weeks
20 years	52 weeks

ARTICLE OP43

Promotions

- OP43.01 An Employee who accepts a new Position, where the majority of the duties and responsibilities have changed, within the same Job Family and Phase shall be granted at minimum an increase in salary consisting of one (1) full increment in accordance with Clause 45.02.
- OP43.02 An Employee who accepts a Position within a Job Family and/or Phase having a Maximum Salary which is greater than the Maximum Salary of the Employee's current Phase of their current Job Family, shall be granted at minimum a promotional increase in salary consisting of one (1) full increment in accordance with Clause 45.02 or the difference between the Employee's Basic Salary Rate and the Minimum of the new Phase or Job Family, whichever is greater.
- OP43.03 A promotional increase shall not be deemed an increment for the purposes of proration under Clause 45.02, Sub-Clause (a)(i).

ARTICLE OP44
Rights on Transfer

- OP44.01 A Regular, Sessional, or Recurring Part-time Employee who has completed the probationary period and who is promoted or transferred to another Position other than at the Employee's own request, and within a three (3) month trial period is found to be unsuitable, will be returned to the former Position, if available, or to another Position for which the Employee is qualified, at the Employee's former salary.
- OP44.02 An Employee who has completed the probationary period and who requests and is then promoted or transferred to another Position and within a three (3) month trial period is found to be unsuitable will be offered:
- (a) return to the former Position; or
 - (b) another Position for which the Employee possesses the necessary qualifications;
- provided that such a Position is available. Consultation with the employee on position availability and options will occur.
- If a Position is not available, the Employee shall be eligible for the rights under Article OP40, Position Abolishment.
- OP44.03 At least five (5) work days prior to the trial period end date, the Board may seek one (1) extension of the trial period to a maximum of three (3) months. Where the Board is seeking an extension, the Employee will be provided with a written overview of performance requirements identifying areas for improvement and a written copy of the request that was sent to the Union. The trial period may be extended by mutual agreement between the Union and the Board. Written notice of the decision shall be provided to the Employee by the trial period end date.

ARTICLE OP49
Reduced Duties Leading to Retirement

- OP49.01 There is no mandatory retirement age at the University. The absence of a mandatory retirement age makes it difficult to forecast requirements and make budgetary and staffing plans.
- Employees have indicated interest in a program through which their hours of work can be reduced as they approach a retirement date.
- This agreement has been reached to facilitate planning and accommodate requests for reduced duties leading to retirement for Regular and Sessional Employees.
- OP49.02 For the period immediately preceding retirement, the Employee can apply for reduced hours of work. The reduced assignment of duties shall be one of the following options:

Option	Extent of Reduced Duties	Maximum Duration	Basis of Salary
A	50% of regular hours (50% LWOP)	2 years	50% salary
B	60% of regular hours (40% LWOP)	2.5 years	60% salary
C	80% of regular hours (20% LWOP)	3 years	80% salary
	AND 60% of regular hours (40% LWOP)	1 year	60% salary

- OP49.03 During the period of reduced hours of work, provided that the Employee elects to continue coverage, the Board shall pay the full Board's share of required premium contributions for the following benefit plans as if the Employee were on full pay: Group Life, Long Term Disability, Extended Health Care, Dental Care, and Alberta Health Care. This paragraph shall apply notwithstanding the provisions of Clauses 35.03 and 35.04.
- OP49.04 Salary will be reduced commensurate with the reduction in hours of work. In most cases, however, the Employee can elect to establish the years with reduced hours as full years of pensionable service, with the University contributing both the required Board's share and the Employee's share of the pension contributions on the amount of salary not being received (leave without pay).
- OP49.05 Except as noted in Clause 49.04 above, the provisions of Article 33 - Leave of Absence, respecting applications for leave will apply to arrangements for reduced hours of work pursuant to this Article.
- OP49.06 An Employee wishing to participate in the program must propose a retirement date. The Employee must be eligible to retire on the proposed date (i.e. be 55 years of age with sufficient pensionable service).
- OP49.07 The program is considered a leave, subject to the usual provisions. Each case will require approval by the Dean, Department Head or equivalent and Human Resources. Once a leave agreement is concluded, it becomes binding on the Employee and the Board.
- OP49.08 Once a leave agreement for reduced hours of work and election to retire is approved by the Board pursuant to this Article, the agreement cannot be amended or rescinded except by mutual agreement between the Parties to this Article.

LETTER OF UNDERSTANDING OP#1
BETWEEN
THE GOVERNORS OF THE UNIVERSITY OF CALGARY
AND
LOCAL 052 OF THE ALBERTA UNION OF PROVINCIAL EMPLOYEES

**Re: Work Assignments Involving Hours of Work of an Irregular or
Uncontrolled Nature for Recruiters**

WHEREAS operational requirements for recruitment necessitate hours of work of an irregular and uncontrolled nature;

AND WHEREAS Employees involved in student recruitment (hereinafter referred to as "recruiters") are required to travel as part of the normal duties of their position;

AND WHEREAS the *Employment Standards Code* permits the parties to enter into an overtime agreement;

NOW THEREFORE the parties agree to the following for recruiters:

1. The work week for recruiters shall be Sunday to Saturday. Recruiters may be scheduled to work on any day during the work week.
2. The full-time hours of work for recruiters shall be thirty-five (35) hours per week. Recruiters may work increased hours, particularly during peak periods, and shall be compensated as outlined in this Letter of Understanding.
3. Recruiters will be provided at least one (1) day of rest in each work week, or two (2) consecutive days of rest within fourteen (14) consecutive days.
4. Hours worked in excess of eight (8) hours in one day or in excess of forty-four (44) hours in one work week, whichever is greater, will be considered overtime.

All overtime compensation shall be in the form of compensating time off (CTO) and calculated at one and one-half (1.5) times the Basic Salary Rate. The Board may schedule the use of accrued CTO and advise the Employee in advance, however, whenever possible, the Board shall grant CTO at a time that is mutually agreed upon with the Employee involved.

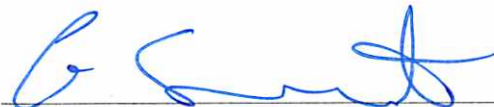
5. An Employee who works more than seven (7) hours but less than eight (8) hours in one work day or more than thirty-five (35) hours but less than forty-four (44) hours in one work week will be compensated at the Basic Salary Rate for those hours in the form of compensating time off.
6. All travel to and from an international destination will be compensated at the recruiter's Basic Salary Rate and will not contribute to the calculation of overtime at Clause 4.
7. Accumulated CTO must be used prior to September 1st of each year, except where the Employee obtains approval from their Supervisor.

8. For the purposes of administering Article 28 – Paid Holidays, recruiters will be compensated for a Paid Holiday on the day on which the Paid Holiday actually occurred and not on a day-in-lieu for a Paid Holiday. Recruiters who work on Paid Holidays shall be provided a day off in lieu with pay at their Basic Salary rate and shall be compensated for the first eight (8) hours of work on the Paid Holiday at straight time. Hours worked in excess of eight (8) hours on a Paid Holiday will be considered overtime.
9. Notwithstanding Clause OP2.02 of this Agreement, the provisions of Article OP18 – Hours of Work, Article 19 – Overtime, Article 20 – Call-out Pay, Article 21 – Standby Pay, Article 24 – Shift Differential, Article 25 – Weekend Premium, Clause 28.04, and Clause 28.05 shall not apply to recruiters.
10. In the event of a conflict between this LOU and the Collective Agreement or any University policy, the terms of the LOU shall prevail.
11. The parties agree to seek a variance from the Director of Employment Standards to extend the consecutive daily hours of work to sixteen (16).
12. The provisions agreed to in this letter of understanding shall have effect on January 1, 2019.

In the event that there is a dispute regarding the application of this LOU or unanticipated consequences in its implementation, the Parties will have a problem solving discussion to attempt to resolve the issue(s).



On behalf of the Board



On behalf of the Union

June 12, 2019
Date

June 26, 2019
Date

LETTER OF UNDERSTANDING #OP2
BETWEEN
THE GOVERNORS OF THE UNIVERSITY OF CALGARY
AND
LOCAL 052 OF THE ALBERTA UNION OF PROVINCIAL EMPLOYEES

**Re: Work Assignments Involving Hours of Work of an Irregular or
Uncontrolled Nature for Residence Life Coordinators**

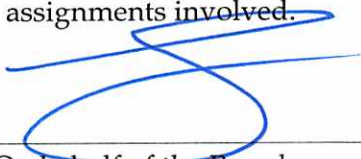
Notwithstanding Clause OP 2.02 of this Agreement, certain Employees employed in Positions in which the incumbent is required to live in University accommodation shall not be entitled to the provisions of Clause 28.05 and Article OP 18 - Hours of Work, Article 19 – Overtime, Article 20 - Call-out Pay and Article 21 – Standby Pay in respect to special and unique work assignments involving hours of work which are of an irregular or uncontrolled nature.

In such cases, after consultation between the Union and the Board, Employees shall be compensated at straight time for work performed on paid holidays and for work performed during hours of work which are in excess of normal hours of work under eight (8) hours in one (1) day and under forty-four (44) hours in one (1) week and which are authorized by the Board.

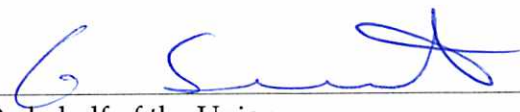
Other than as described, Residence Life Coordinators are covered by all relevant provisions of the Collective Agreement pertaining to paid holidays, hours of work, overtime and call-out pay. However, due to the nature of their jobs, persons in those Positions may be required to perform work assignments involving hours of work, which are of an irregular or uncontrolled nature. It is in respect only to such assignments that the provisions of this Letter apply.

The words “irregular or uncontrolled” are intended to reflect situations in which the hours of work are determined to a significant degree by the Employee involved or by the unusual nature of the task itself. Such assignments generally are not amenable to regular hours of work or routine scheduling. They are usually specific in nature and occur on an intermittent basis. They may include such activities as “off-hours” tasks or functions necessitating “live-in” attendance at University facilities, which involve events that cannot be scheduled to occur at a particular time and/or place.

The foregoing examples are not exhaustive, but they are illustrative of the nature of the assignments involved.



On behalf of the Board



On behalf of the Union

June 12, 2019

Date

May 29th, 2019

Date

LETTER OF UNDERSTANDING #OP3
BETWEEN
THE GOVERNORS OF THE UNIVERSITY OF CALGARY
AND
LOCAL 052 OF THE ALBERTA UNION OF PROVINCIAL EMPLOYEES

**Re: Work Assignments Involving Hours of Work of an Irregular or Uncontrolled Nature
for University Theatre Services and Department of Drama within the School of
Creative and Performing Arts**

WHEREAS, operational requirements in University Theatre Services (UTS) and Department of Drama (Drama) necessitate hours of work of an irregular nature;

AND WHEREAS, theatre productions typically occur outside of the normal business hours requiring staff to work extended hours;

AND WHEREAS, consistency amongst staff involved in a production is critical to the efficient operations and success of a production;

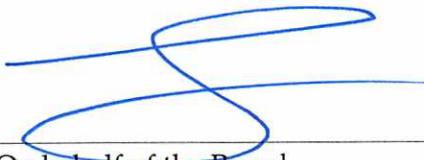
AND WHEREAS, it is the intent of the Parties to work together, and achieve and maximize flexibility;

AND WHEREAS the *Employment Standards Code* permits the Parties to enter into an overtime agreement;

NOW THEREFORE, the Parties agree to the following for all Employees in the Technical Job Family in UTS and Drama:

1. The normal full-time hours of work for Employees in Drama shall be seven (7) hours per day and thirty-five (35) hours per week, and the normal full-time hours of work for Employees in UTS shall be thirty-five (35) hours per week.
2. Employees in UTS and Drama may be scheduled to work on any day of the week.
3. The work week will commence each Sunday, however Sunday may be a regularly scheduled rest day for an Employee.
4. Management will make best efforts to provide Employees in UTS and Drama with two (2) consecutive days of rest in each work week, but at a minimum will provide at least one (1) day of rest in each work week, or two (2) consecutive days of rest within fourteen (14) consecutive days.
5. For Regular, Sessional, Limited Term, Temporary and Temporary Relief Employees in UTS and Drama, Management will endeavour to advise Employees of their work schedules seven (7) days in advance.
6. Employees in UTS and Drama shall be paid a minimum of three (3) hours pay at their Basic Salary Rate of pay when an expected work period is cancelled or shortened and the Employee was not notified of such cancellation or shortening prior to arriving for the cancelled work period.

7. Hours worked in excess of eight (8) hours in one day or in excess of forty-four (44) hours in one work week, whichever is greater, will be considered overtime. For clarity, an Employee who works more than seven (7) hours but less than eight (8) hours in one work day or more than thirty-five (35) hours but less than forty-four (44) hours in one work week will be compensated at the Basic Salary Rate for those hours in the form of compensating time off.
8. All overtime compensation shall be in the form of compensating time off (CTO) and calculated at one and one-half (1.5) times the Basic Salary Rate. The Board may schedule the use of accrued CTO and advise the Employee in advance, however whenever possible, the Board shall grant CTO at a time that is mutually agreed upon with the Employee involved.
9. Accumulated CTO must be used prior to September 1st of each year, except where the Employee obtains approval from their Supervisor.
10. For the purposes of administering Article 28 - Paid Holidays, Employees in UTS and Drama will be compensated for a Paid Holiday on the day on which the Paid Holiday actually occurred and not on a day-in-lieu for a Paid Holiday. Employees who work on Paid Holidays shall be provided a day off in lieu with pay at their Basic Salary rate and shall be compensated for the first eight (8) hours of work on the Paid Holiday at straight time. Hours worked in excess of eight (8) hours on a Paid Holiday will be considered overtime.
11. For the purposes of administration, Article 30 - Sick Leave will be based on scheduled hours of work.
12. Notwithstanding Clause OP 2.02 of this Agreement, the provisions of Article OP 18 - Hours of Work, Article 19 - Overtime, Article 20 - Call-out Pay, Article 21 - Standby Pay, Article 24 - Shift Differential, Article 25 - Weekend Premium, Clause 28.04, and Clause 28.05 shall not apply to Employees in UTS and Drama.
13. In the event of a conflict between this LOU and the Collective Agreement or any University policy, the terms of the LOU shall prevail.
14. In the event that there is a dispute regarding the application of this LOU or unanticipated consequences in its implementation, the Parties will have a problem solving discussion to attempt to resolve the issue(s).
15. The provisions agreed to in this letter of understanding shall have effect on January 1, 2019.



On behalf of the Board

June 12, 2019

Date



On behalf of the Union

May 29th, 2019

Date

LETTER OF UNDERSTANDING #OP4
BETWEEN
THE GOVERNORS OF THE UNIVERSITY OF CALGARY
AND
LOCAL 052 OF THE ALBERTA UNION OF PROVINCIAL EMPLOYEES

Re: Campus Security Members - Hours of Work

WHEREAS Campus Security services are required twenty-four (24) hours per day, three hundred and sixty-five (365) days per year;

AND WHEREAS it is beneficial to both the Security Members and to the Board to operate on a variety of rotating shifts;

AND WHEREAS the *Employment Standards Code* permits the Parties to enter into an hours of work averaging agreement;

NOW THEREFORE the Parties agree to the following for Full-time 12-hour shift workers:

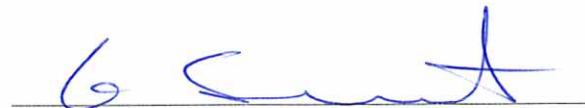
1. The normal daily hours of work will be twelve (12).
2. Full-time Security Members will work a rotating twelve (12) hour schedule consisting of: four (4) day shifts, two (2) rest days, four (4) night shifts, six (6) rest days.
3. Hours of work will be averaged to a forty (40) hour work week within a six (6) week period. When the schedule of a Security Member totals twenty-one (21) shifts within the six (6) week period, they will get one (1) regular day scheduled 'off'. When the schedule totals twenty-two (22) shifts within the six (6) week period, they will get two (2) regular days scheduled 'off'. When the schedule totals twenty-three (23) shifts within the six (6) week period, they will get three (3) regular days scheduled 'off'. When the schedule totals twenty-four (24) shifts within the six (6) week period, they will get four (4) regular days scheduled 'off'. These regular days scheduled 'off' shall be referred to as 'six week days'.
4. Where possible, the Board shall grant the six week days at a time that is mutually agreed upon with the Security Member involved. The Board may schedule the six week days and advise the Security Member at least two (2) weeks in advance. This shall form the agreed work schedule between the Parties for the purposes of this hours of work averaging agreement.
5. The Board may from time to time make temporary changes to the schedules of Security Members. Such changes shall be made in accordance with the *Employment Standards Code*.
6. For the purposes of administering Article 19 - Overtime, Security Members will only be compensated for overtime where their approved hours worked exceed twelve (12) in a day or exceed an average of forty (40) hours per week over the six (6) week averaging period.
7. Security Members may only carry a maximum of forty-eight (48) hours of CTO at any time, except where the Security Member obtains approval from their Supervisor.

8. In order to calculate the monthly maximum salary for the Campus Security Members, and in recognition of the variable hours worked, the monthly maximum salary will be calculated as the average hours per week (40) divided by the standard hours for the job family (35) multiplied by the monthly maximum salary (Schedule A).
9. For the purposes of administering Article 28 - Paid Holidays, Security Members working the rotating twelve (12) hour shifts will be compensated for a Paid Holiday on the day on which the Paid Holiday actually occurred and not on a day-in-lieu for a Paid Holiday.
10. For the purposes of administering Article 31- Special Leave a 'work day' is based on a twelve (12) hour shift.
11. For the purposes of administration, Article OP 29 - Vacation and Article 30 - Sick Leave will be based on scheduled hours of work.
12. Unless otherwise stipulated in this LOU, the terms of the main body of the Collective Agreement and the *Employment Standards Code* shall apply. In the event of a conflict between this LOU and the main body of the Collective Agreement or any University policy, the terms of the LOU shall prevail.
13. In the event that there is a dispute regarding the application of this LOU, the Parties will have a problem solving discussion to attempt to resolve the issue.



On behalf of the Board

June 12, 2019

Date

On behalf of the Union

May 29th, 2019

Date

LETTER OF UNDERSTANDING #OP5
BETWEEN
THE GOVERNORS OF THE UNIVERSITY OF CALGARY
AND
LOCAL 052 OF THE ALBERTA UNION OF PROVINCIAL EMPLOYEES

Re: Central Heating and Cooling Plant Shift Engineers - Hours of Work

WHEREAS the Central Heating and Cooling Plant operates twenty-four (24) hours per day, three hundred and sixty-five (365) days per year;

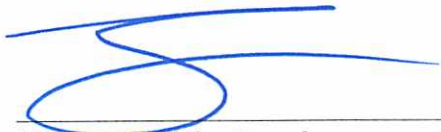
AND WHEREAS in order to operate the Plant effectively it is beneficial to both the Employees and to the Board to operate on a variety of rotating shifts;

AND WHEREAS the *Employment Standards Code* permits the Parties to enter into an hours of work averaging agreement;

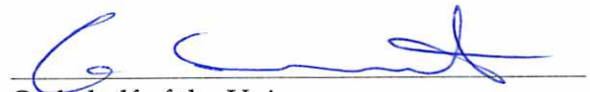
NOW THEREFORE the Parties agree to the following for Full-time Shift Engineers and Assistant Shift Engineers:

1. The normal Full-time hours of work for all Shift Engineers and Assistant Shift Engineers will be twelve (12) hours.
2. For the purposes of effective operation of the Plant, Shift Engineers and Assistant Shift Engineers can be scheduled, with proper notice, to work twelve (12) or eight (8) hour shifts to maintain coverage and to meet requirements for days of rest.
3. Full-time Shift Engineers and Assistant Shift Engineers will be scheduled to work rotating twelve (12) hour day and night shifts and eight (8) hour maintenance shifts consisting of: four (4) twelve (12) hour night shifts, three (3) rest days, three (3) twelve (12) hour day shifts, one (1) rest day, three (3) twelve (12) hour night shifts, three (3) rest days, four (4) twelve (12) hour day shifts, eight (8) rest days, four (4) eight (8) hour maintenance shifts, and two (2) rest days.
4. Hours of work will be averaged to a forty (40) hour work week within a five (5) week period.
5. For the purposes of administering Article 19 - Overtime, Shift Engineers and Assistant Shift Engineers will only be compensated for overtime where their approved hours worked exceed twelve (12) in a day, exceed eight (8) hours on a day scheduled for eight (8) hours, or exceed an average of forty (40) hours per week over the five (5) week averaging period.
6. Notwithstanding the work schedule set out in Clause 3, the Board may from time to time make temporary changes to the schedules of Shift Engineers and Assistant Shift Engineers. Such changes shall be made in accordance with the *Employment Standards Code*.

7. In order to calculate the monthly maximum salary for the Shift Engineers and Assistant Shift Engineers, and in recognition of the variable hours worked, the monthly maximum salary will be calculated as the average hours per week (40) divided by the standard hours for the job family (37.5) multiplied by the monthly maximum salary (Schedule A).
8. For the purposes of administering Article 28 - Paid Holidays, Shift Engineers and Assistant Shift Engineers will be compensated for a Paid Holiday on the day on which the Paid Holiday actually occurred and not on a day-in-lieu for a Paid Holiday.
9. For the purposes of administering Article 31 - Special Leave a 'work day' is based on a twelve (12) hour shift.
10. For the purposes of administration, Article OP 29 - Vacation, Article 30 - Sick Leave and Article 37 - Workers' Compensation Supplement, will be based on scheduled hours of work.
11. Unless otherwise stipulated in this LOU, the terms of the main body of the Collective Agreement and the *Employment Standards Code* shall apply. In the event of a conflict between this LOU and the main body of the Collective Agreement or any University policy, the terms of the LOU shall prevail.
12. In the event that there is a dispute regarding the application of this LOU, the Parties will have a problem solving discussion to attempt to resolve the issue.



On behalf of the Board



On behalf of the Union

June 12, 2019
Date

May 24th, 2014
Date

LETTER OF UNDERSTANDING #OP6
BETWEEN
THE GOVERNORS OF THE UNIVERSITY OF CALGARY
AND
LOCAL 052 OF THE ALBERTA UNION OF PROVINCIAL EMPLOYEES

Re: Hotel Alma operated by Residence and Ancillary Services

The Parties agree that the operation of Hotel Alma is a unique business venture and with that consideration must be given to the nature of the 24 hour 365 day per year continuous shift operation. Recognizing that it is beneficial to both the Employees and the Board to operate on a variety of shifts, this change in hours of work is not intended to expand the benefits or other terms or conditions of employment of the Collective Agreement.

To ensure alignment and consistency with the Hospitality Industry, the Parties agree that:

Due to the nature of the operations, Employees may be required to perform work assignments involving hours of work, which are of an unpredictable nature. Notwithstanding Clause OP 2.02 of this agreement, the following are the guidelines for administering the shifts of Employees at Hotel Alma:

1. The front desk and housekeeping positions are based on the 24-hour clock. The sales and administrative staff positions are based on a 7 hour work day.
2. The normal full-time hours of work for the front desk and housekeeping positions will exceed the normal hours of work for the Job Family and Phase. All other Employee types will work the normal hours of their Job Family and Phase.
3. In order to calculate the monthly maximum salary for the Employees of Hotel Alma and in recognition of the variable hours worked, the monthly maximum salary will be calculated as the normal hours per day divided by the standard hours for the Job Family multiplied by the monthly maximum salary (Schedule "A").
4. Days on which Employees may be scheduled to work are Monday, Tuesday, Wednesday, Thursday, Friday, Saturday and Sunday which are defined as "work days" for the purpose of this Letter of Understanding.
5. Clause 18.05 shall not apply.

6. Notwithstanding Clause 18.07, the minimum hours off between work periods for Hotel Alma Employees shall be eight (8) hours.



On behalf of the Board

June 12, 2019

Date



On behalf of the Union

May 29th, 2019

Date

LETTER OF UNDERSTANDING #OP7
BETWEEN
THE GOVERNORS OF THE UNIVERSITY OF CALGARY
AND
LOCAL 052 OF THE ALBERTA UNION OF PROVINCIAL EMPLOYEES

Re: Organizational Units

The Board and the Union agree that the following list represents the current organizational units as defined by Clause 1.01 sub-clause (f). These units are defined with respect to the application of seniority within Departments in Articles OP38, OP39, and OP40.

The Board and the Union recognize the Board's need to reorganize its' Departments for the purposes of organizational efficiency from time-to-time resulting in amendments to the current list.

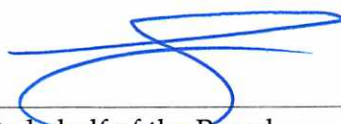
The Board and Union agree to work together to amend the list as required. Failing agreement, the final determination may be resolved by a mutually agreed to third party.

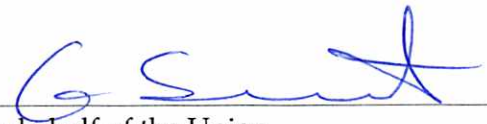
The current list is as follows:

ORGANIZATIONAL UNITS	
ARTS: Faculty of	
1.	University Theatre Services, Dept. of Drama and Dept. of Art (all technical staff)
2.	Dept. Geography (all technical Staff)
3.	Dean's Office and administrative staff from University Theatre Services
4.	Academic Departments (excluding those in Operational Unit #1 and #2)
AUDIT SERVICES	
5.	All programs
CONTINUING EDUCATION	
6.	All programs
DEVELOPMENT OFFICE	
7.	All programs
EDUCATION: Faculty of	
8.	Division of Teacher Preparation
9.	Office of the Dean
ENGINEERING (SCHULICH SCHOOL of ENGINEERING)	
10.	Engineering Dean's Office (including: Common Programme, CCIT, Engineering Academic)
11.	Faculty Services
12.	Dept. of Chemical & Petroleum Engineering
13.	Dept. of Civil Engineering
14.	Dept. of Geomatics Engineering
15.	Dept. of Electrical & Computer Engineering
16.	Dept. of Mechanical Engineering
17.	Engineering Internship Program

ENVIRONMENTAL DESIGN: Faculty of	
18.	All programs
EXECUTIVE SUITE	
19.	All programs
20.	School of Public Policy
UNIVERSITY RELATIONS	
21.	All programs
FACILITIES MANAGEMENT & DEVELOPMENT	
22.	Facilities Management
23.	Office of Sustainability
24.	Facilities Development
FINANCIAL SERVICES	
25.	All Programs
GRADUATE STUDIES: Faculty of	
26.	All programs
HASKAYNE SCHOOL of BUSINESS	
27.	All programs
INFORMATION TECHNOLOGIES	
28.	Infrastructure Services
29.	Application Development
30.	Middleware Management
31.	Client Services
32.	Academic Service
INSTITUTE for SUSTAINABLE ENERGY, ENVIRONMENT & ECONOMY (ISEEE)	
33.	All programs
KINESIOLOGY: Faculty of	
34.	Faculty of Kinesiology
35.	Active Living
36.	Athletics & Recreation
37.	Olympic Oval
38.	Sports Medicine
LAW: Faculty of	
39.	All Programs
LIBRARIES & CULTURAL RESOURCES	
40.	All programs
MEDICINE: Faculty of	
41.	Administration Services
42.	Central Administrative Support
43.	Institutes & Centres
44.	Education
45.	Health Services
46.	Animal Resource Centre
NURSING: Faculty of	
47.	All programs
OFFICE of INSTITUTIONAL ANALYSIS	
48.	All programs

RESEARCH SERVICES	
49.	Research Services
50.	Animal Health Unit
51.	Calgary Institute for the Humanities
52.	Environmental Research Centre
RESIDENCE & ANCILLARY SERVICES	
53.	All programs
RISK MANAGEMENT, ENVIRONMENTAL HEALTH & SAFETY, SECURITY	
54.	All programs
SCIENCE: Faculty of	
55.	Dean's Office & Institutes
56.	Biological Sciences
57.	Chemistry
58.	Computer Science
59.	Geo-science
60.	Mathematics & Statistics
61.	Physics & Astronomy
SENATE	
62.	All programs
SOCIAL WORK: Faculty of	
63.	All programs
STUDENT & ENROLLMENT SERVICES	
64.	Enrollment Services
65.	Student Success and Learning Support Services
66.	SU Wellness Centre
SUPPLY CHAIN MANAGEMENT	
67.	All programs
TEACHING & LEARNING CENTRE	
68.	All programs
UC INTERNATIONAL	
69.	All programs
70.	Faculty of Nursing – Qatar
VETERINARY MEDICINE: Faculty of	
71.	All programs


 On behalf of the Board


 On behalf of the Union

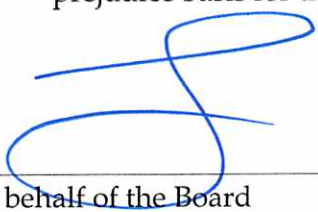
Date June 12, 2019

Date May 29th, 2019

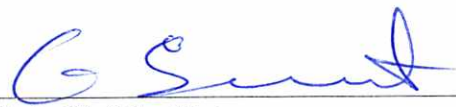
LETTER OF UNDERSTANDING #OP8
BETWEEN
THE GOVERNORS OF THE UNIVERSITY OF CALGARY
AND
LOCAL 052 OF THE ALBERTA UNION OF PROVINCIAL EMPLOYEES

Re: Standardized Patients – Cumming School of Medicine, Med Skills

1. By virtue of this Letter of Understanding, Standardized Patients will be treated as Employees of the Board of the University, falling within the scope of the bargaining unit. Standardized Patients have been classified as Specialist Advisors, Level One.
2. Employees identified as Standardized Patients will include Employees who are performing work as:
 - (a) Communication Patient;
 - (b) Physical Examination Patient;
 - (c) qObjective Structured Clinical Examination (OSCE) Patient;
 - (d) Lecture Hall Patient;
 - (e) Well Man or Well Woman.
3. All terms and conditions as outlined within the Collective Agreement for Casual Employees will apply to Standardized Patients except as modified by this Letter of Understanding. As part of the transition to Employees of the Board of Governors of the University of Calgary, the Board agrees to commence a review of the status of the Casual Employees and should the need develop to change the status of the Standardized Patients, the Union and the Board will have further discussion around appropriate status.
4. Hours of work for Standardized Patients will vary depending on Department/Faculty requirements.
5. Standardized Patients working as "Well Man or Well Woman" will receive a premium of \$52.96 per hour in addition to their regular hourly rate.
6. Paid parking will be provided to Standardized Patient exclusively on a without prejudice basis for the duration of this Collective Agreement.



On behalf of the Board



On behalf of the Union

June 12, 2019

Date

May 29th, 2019

Date

LETTER OF UNDERSTANDING #OP9
BETWEEN
THE GOVERNORS OF THE UNIVERSITY OF CALGARY
AND
LOCAL 052 OF THE ALBERTA UNION OF PROVINCIAL EMPLOYEES

Re: Ranch Workers

WHEREAS, operational requirements for ranch workers reporting into Ancillary Services necessitate hours of work of an irregular and uncontrolled nature;

AND WHEREAS calving and other duties associated with the care of animals on the ranch typically occur outside of the normal business hours requiring staff to work extended hours;


AND WHEREAS, ranch workers are currently exempt from certain hours of work provisions and all overtime provisions in the *Employment Standards Code*;

NOW THEREFORE, the parties agree to the following:

1. The normal daily hours of work for ranch workers will be eight (8).
2. Ranch workers may be required to work on any day of the week.
3. All hours worked in excess of eight (8) hours per day or forty-four (44) hours per week shall be calculated at the Basic Salary Rate and may be paid or taken as compensating time off. The Board, whenever possible, shall grant this pay or compensating time off in the form requested by the Ranch Worker.
4. The monthly maximum salary for ranch workers will be calculated as the normal hours per day (8) divided by the standard hours for the job family (7.0) multiplied by the monthly maximum salary (Schedule A).
5. For the purposes of administering Article 28 - Paid Holidays, ranch workers will be compensated for a Paid Holiday on the day on which the Paid Holiday actually occurred and not on a day-in-lieu for a Paid Holiday. Ranch workers shall be compensated at their Basic Salary Rate for work performed on Paid Holidays and shall receive an additional day off in lieu at their Basic Salary rate.
6. The provisions of Article OP18 – Hours of Work, Article 19 – Overtime, Article 20 - Call-out Pay, Article 21 - Standby Pay, Article 24 - Shift Differential, Article 25 - Weekend Premium, Clause 28.04, and Clause 28.05 shall not apply.
7. In the event of a conflict between this LOU and the Collective Agreement or any University policy, the terms of the LOU shall prevail.

8. In the event that there is a dispute arising from the application of this Letter of Understanding or an unanticipated and unintended consequences during implementation, the Parties will have a problem-solving discussion in an attempt to resolve the issue(s).
9. The provisions agreed to in this letter of understanding shall have effect on November 30, 2018.



On behalf of the Board

On behalf of the Union

June 12, 2019

Date

May 29th, 2019

Date

PART C

FIXED-TERM PROVISIONS



AND



LOCAL 52

ARTICLE FXT2
Application of Agreement

- FXT2.01 Pay schedules and working conditions under Part A (Common Provisions) and Part C (Fixed-term Provisions) of this Agreement shall not be changed after its effective date without agreement of the Parties.
- FXT2.02 Except as otherwise provided within this Agreement, the application of the terms and conditions under Part A (Common Provisions) and Part C (Fixed-term Provisions) of this Agreement shall be as follows:
- (a) All the terms and conditions in Part A (Common Provisions) and Part C (Fixed-term Provisions) of the Agreement apply to Regular Full-time Employees.
 - (b) All the terms and conditions in Part A (Common Provisions) and Part C (Fixed-term Provisions) apply to Regular Part-time Employees, on a pro rata basis where applicable.
 - (c) All the terms and conditions in Part A (Common Provisions) and Part C (Fixed-term Provisions) apply to Recurring Part-time Employees, on a pro rata basis where applicable, except that the following Articles shall not apply:
 - (i) Article FXT18 – Hours of Work – Clause FXT18.01, Sub-Clause (c)
 - (ii) Article 20 - Call-Out Pay
 - (iii) Article 21 - Standby Pay
 - (iv) Article 24 - Shift Differential
 - (v) Article 25 - Weekend Premium
 - (vi) Article 31 - Special Leave - except that Clause 31.02, Sub-Clauses (a), (b), (c) and (d) shall apply without pay
 - (vii) Article 32 - Maternity and Parental Leaves – except that Clauses 32.01, 32.02 and 32.05 shall apply without pay
 - (viii) Article 35 – Group Benefit Plans – except that Clause 35.05 shall apply
 - (ix) Article 36 - Long Term Disability
 - (x) Article 47 – Tuition Support for Employee, Spouse and Dependent Children – Clause 47.01
 - (d) All the terms and conditions in Part A (Common Provisions) and Part C (Fixed-term Provisions) apply to Casual and Student Employees, on a pro rata basis where applicable, except the following Articles shall not apply:
 - (i) Article 17 – Probationary Employee and Period - except Clause 17.04 shall apply
 - (ii) Article FXT18 – Hours of Work – Clause FXT18.01, Sub-Clause (c)
 - (iii) Article 20 - Call-Out Pay

- (iv) Article 21 - Standby Pay
- (v) Article 24 - Shift Differential
- (vi) Article 25 - Weekend Premiums
- (vii) Article 30 - Sick Leave
- (viii) Article 31 - Special Leave - except that Clause 31.02, Sub-Clause (b) shall apply without pay
- (ix) Article 32 - Maternity and Parental Leaves
- (x) Article 35 - Group Benefit Plans
- (xi) Article 36 - Long Term Disability
- (xii) Article 37 - Workers' Compensation Supplement
- (xiii) Article FXT40 – Termination of Appointment
- (xiv) Article 41 - Training and Upgrading
- (xv) Article 42 - Job Opportunities
- (xvi) Article 47 – Tuition Support for Employee, Spouse and Dependent Children
- (xvii) Article 52 – Uniform and Protective Clothing – Clauses 52.04 & 52.05

FXT2.03 It is recognized that Casual and Student Employees fill an important and necessary function. It is also recognized that a stable workforce is desirable. Therefore, it is agreed that Positions, which are known to be of a regular or recurring nature, shall be filled with a Regular Employee.

ARTICLE FXT18 **Hours of Work**

- FXT18.01 The normal hours of work for Full-time Employees shall be:
- (a) Dependent on the hours of work of the Job Family in which the employee is placed, the regular work day will be:
 - (i) 7 hours; or
 - (ii) 7.5 hours
 - (b) Dependent on the hours of work of the Job Family in which the employee is placed, the regular work week will be:
 - (i) 35 hours; or
 - (ii) 37.5 hours
 - (c) A regular work week will consist of five (5) days with two (2) consecutive days off.

- (d) Temporary changes to an Employee's start time, work day or work week are permitted for research or operational requirements. Unless mutually agreed to between the Employee and the Trustholder or designee, a permanent change to an Employee's schedule requires that the Employee be provided with seven (7) calendar days' written notice of the change.
- (e) Alternative work arrangements (e.g. under an averaging agreement, flextime, modified work days, split shifts) are acceptable by agreement between the Employee and the Trustholder or designee provided that the hours worked will be, on average, equivalent to that which the Employee would have worked under Clause FXT18.01, Sub-Clauses (a) or (b) above.
- (f) When, on an ongoing basis, operational requirements necessitate irregular hours outside of the provisions of Clause FXT18.01, Sub-Clauses (a) and (b) above, and the Employee and Trustholder or designee agree, the Trustholder or designee will submit the agreed work schedule to Human Resources for the area and the Local, for approval. Approval will not be unreasonably withheld. A Trustholder or designee and Employee who fails to receive approval within ten working days may implement the agreed upon schedule.

FXT18.02 The daily hours of work shall run consecutively except that at approximately the midpoint in the work day, a meal period of not less than one-half (1/2) hour, nor more than one and one-half (1 1/2) hours shall be granted to Full-time Employees other than those who are required by the nature of their duties to eat on the job. A meal period shall not be considered working time.

Meal periods shall be provided to Part-time Employees only in respect of scheduled shifts in excess of five (5) hours' duration.

FXT18.03 A rest period of fifteen (15) minutes shall be permitted during each one-half working day of not less than three and one-half (3 1/2) hours' duration and shall be considered working time.

FXT18.04 Employees shall normally have not less than ten (10) hours off between work periods except in the case of overtime work or as otherwise mutually agreed.

ARTICLE FXT29

Vacations

FXT29.01 The year (vacation year) on which normal annual vacation entitlements are based is defined as the period between Anniversary dates.

FXT29.02 For the purpose of calculating vacation entitlements for periods of employment of less than one complete vacation year, vacation entitlement for part months of service will be prorated based on the amount of working days the Employee is employed in that month.

FXT29.03 Vacation entitlement is not earned during leave of absence without pay beyond an accumulated maximum of twenty-two (22) working days in each employment year or beyond twenty-two (22) consecutive working days in respect to any one leave of absence which continues from one employment year to the next employment year.

The foregoing does not apply to leaves of absence granted under Article 9 - Time Off for Union Officers and Members.

FXT29.04 Vacation entitlement is not earned during any absence because of sickness or injury, including injuries which are compensable under Workers' Compensation beyond an accumulated maximum of forty-four (44) working days in each employment year or beyond forty-four (44) consecutive working days in respect to any one illness which continues from one employment year to the next employment year.

FXT29.05 Vacation With Pay Entitlement - Full-time Employees

(a) Three weeks - (15 Working Days) Vacation - An Employee shall accrue vacation entitlement at an average rate of one and one-quarter (1 1/4) working days for each full month worked during the vacation year.

(b) Four Weeks - (20 Working Days) Vacation - An Employee who has completed six (6) consecutive years of service shall accrue vacation entitlement at an average rate of one and two-thirds (1 2/3) working days for each full month worked during the vacation year.

Effective April 1, 2019 Four Weeks - (20 Working Days) Vacation - An Employee who has completed five (5) consecutive years of service shall accrue vacation entitlement at an average rate of one and two-thirds (1 2/3) working days for each full month worked during the vacation year.

(c) Five Weeks - (25 Working Days) Vacation - An Employee who has completed sixteen (16) consecutive years of service shall accrue vacation entitlement at an average rate of two and eight one hundredths (2 8/100) working days for each full month worked during the vacation year.

(d) Six Weeks - (30 Working Days) Vacation - An Employee who has completed twenty-five (25) consecutive years of service shall accrue vacation entitlement at an average rate of two and one-half (2 1/2) working days for each full month worked during the vacation year.

(e) Vacation Upon Termination - Employees who terminate or who are terminated are granted pay instead of vacation entitlement as follows:

(i) Less than six months' continuous service - 6% of regular earnings for the period of employment, minus pay for vacation entitlement already taken, if any.

(ii) Six months' continuous service and over - Pay instead of vacation accrued but not taken in accordance with Sub-Clauses (a), (b), (c) or (d) of this Clause.

(f) Supplementary Long-Service Vacation

An Employee shall accrue five (5) additional working days of vacation entitlement on a non-recurring basis upon completion of eight (8) consecutive years' service.

FXT29.06 Vacation Entitlement - Part-time Employees

Part-time Employees will accrue vacation entitlement on the same basis as Full-time Employees but proportionate to their normal hours of work.

FXT29.07 Vacation Pay - Recurring Part-time, Casual and Student Employees

(a) 6% of regular earnings for the period of employment. Vacation pay shall be paid at the end of each pay period.

(b) Time off without pay will be approved for Employees, upon request, at a mutually agreed time, for up to three (3) weeks annually.

FXT29.08 As far as possible, Employees shall be granted their choice of vacation period, but the right to allot vacation periods is reserved by the Board in order to ensure efficient operations. An Employee shall not take vacation without prior authorization from the Board.

FXT29.09 If one or more of the Paid Holidays listed in Article 28 - Paid Holidays (other than the Stampede ½ Day and Christmas Eve ½ Day Holiday) falls during an Employee's annual vacation period, the Board may authorize another day or days to be added to that vacation period.

FXT29.10 The Board may authorize vacation based on the entitlement earned during the preceding vacation year to be either one continuous vacation period or separate vacation periods.

FXT29.11 Once the Board has authorized a vacation period, such vacation period shall not be changed unless the Board and the Employee agree to a change in the vacation period. This provision will not apply in the event of an emergency recognized by the Board.

FXT29.12 An Employee who becomes hospitalized for twenty-four (24) consecutive hours or more during a vacation period may cancel the remainder of the vacation and use Sick Leave provisions as outlined in Article 30. The Employee shall provide proof of hospitalization satisfactory to the Board.

FXT29.13 An Employee, while on vacation, who becomes bereaved may cancel the remainder of the vacation or portion of the vacation. That Employee's bereavement entitlement remains as that defined in Article 31 - Special Leave. Those cancelled vacation days shall be rescheduled at a later time.

- FXT29.14 (a) Any Employee, who negotiated vacation accrual greater than the schedule outlined in Clause FXT29.05, will continue to accrue at their negotiated rate as of December 31, 2008 until such time as the negotiated rate is equivalent to the amount accrued in the agreed schedule in Clause FXT29.05 or the Employee voluntarily accepts a new Fixed-term appointment or another position with the University. For those Employees currently accruing vacation rates higher than outlined in Clause FXT29.05, Sub-Clause (f) shall not apply;
- (b) Any Employee who accrued vacation below the schedule outlined in Clause FXT29.05 will earn as outlined in Clause FXT29.05 effective January 1, 2009.

ARTICLE FXT38
Seniority

- FXT38.01 Seniority shall be deemed to mean the length of continuous employment in the Bargaining Unit with the Board. Seniority is not accumulated during unpaid leave(s) of absence (except those granted under Article 9 - Time Off for Union Officers and Members or Article 32 - Maternity and Parental Leaves), beyond an accumulated maximum of twenty-two (22) working days in each employment year or beyond twenty-two (22) consecutive working days in respect to any one leave of absence which continues from one employment year to the next employment year.
- FXT38.02 When an Employee leaves the employ of the University due to the termination of an appointment and within forty-five (45) days of such employment termination becomes re-employed at the University, they shall have their seniority date recognized to include all service prior to the date of the termination.
- FXT38.03 An Employee's seniority shall be adjusted to reflect any period during which seniority is not accumulated.
- FXT38.04 The seniority of an Employee shall be lost, and all rights forfeited and employment terminated and there shall be no obligation to rehire when an Employee:
- (a) resigns or otherwise voluntarily terminates employment;
 - (b) is discharged for just cause;
 - (c) concludes their Fixed-term appointment or the appointment is terminated, except as provided in Clause FXT38.02;
 - (d) fails to return to work at the end of a leave of absence, except where:
 - (i) before the end of the original leave an extension is requested and the need for the extension is verified and justified by the Employee, or
 - (ii) within fifteen (15) days following the end of the original leave, satisfactory explanation is provided for the failure to return to work;

- (iii) is retired;
- (iv) Casual, Student or Recurring Part-time Employees who have not worked within a six (6) month period.

FXT38.05 No seniority shall be acquired by Probationary Employees, Casual Employees, or Student Employees.

However, the seniority of Regular or Recurring Part-time Employees will be calculated retroactively to the date of commencement of their current period of employment where:

- (a) they have completed the probationary period; or
- (b) the Employee's period of service with the Board as a Casual or Student, has interruptions or breaks in service that were not longer than one (1) month and the service was in the same Position and Department.

FXT38.06 An Employee's period of service may be counted in other circumstances as determined by the Board.

ARTICLE FXT40 **Termination of Appointment**

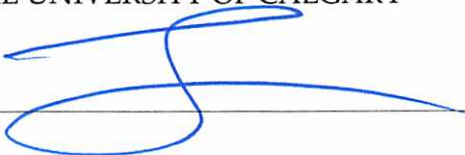
FXT40.01 In the event that a Fixed-term appointment is ending prior to the original termination date of the employment contract, notification must be provided to the Fixed-term Employee in writing in accordance with the schedule outlined below except in the circumstance where the Employee's length of employment would result in a greater notice period than the length of the Fixed-term appointment, in which case the length of the appointment will serve as the notice period. In all other cases, the following notice schedule will apply:

<u>Notice Schedule</u>	
Seniority (when equal to or more than)	Working Notice (or pay in lieu)
6 months – 2 years	2 weeks
2– 4 years	4 weeks
4 – 6 years	8 weeks
6– 8 years	12 weeks
8– 10 years	14 weeks
10 or more years	18 weeks

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

Signed this 29th day of May, 2019.

ON BEHALF OF THE GOVERNORS OF
THE UNIVERSITY OF CALGARY


_____
WITNESS

ON BEHALF OF THE ALBERTA UNION
OF PROVINCIAL EMPLOYEES


_____
WITNESS

Local 52 Officers

Local 52 Council Executive:

Chair: Kevin Barry
Secretary: Erin Storey
Chief Steward: Peter Byrne

Vice Chair: Renata Gordon
Treasurer: Justin Huseby
Provincial Executive: Justin Huseby

Chapter 1 – Operational Administration

Chair: Jennifer McCarty
Secretary/Treasurer: Veronica Oyatsi

Vice Chair: Charlene Magnes

Chapter 2 – Trades and General

Chair: Frank Snow
Secretary/Treasurer: Christina Johnston

Vice Chair: Stephen Gamble

Chapter 3 – Specialist Advisor

Chair: Barb McCutcheon
Secretary/Treasurer: Marla Halsted

Vice Chair: Kari Coleman

Chapter 4 – Technical

Chair: Lorinda Hammond
Secretary/Treasurer: Colin Branner

Vice Chair: Donald Walker

Local 52 Bargaining Committee

Kevin Barry (*Chair*), Peter Byrne (*Vice Chair*), Justin Huseby, Kari Coleman, Barb McCutcheon, Renata Gordon (*First Alternate*)

Alternates: Jean Paul (JP) Arsenault, Jennifer McCarty, Colin Branner, Frank Snow