



## **COLLECTIVE AGREEMENT**

**BETWEEN THE**

**BOARD OF GOVERNORS  
LETHBRIDGE COLLEGE**

**AND THE**

**ALBERTA UNION OF PROVINCIAL EMPLOYEES  
ON BEHALF OF LOCAL 071/001**

**JULY 1, 2017 – JUNE 30, 2020**

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This Agreement made the 22<sup>nd</sup> day of May, 2019

between

The Board of Governors of The Lethbridge College, a body corporate operating  
The Lethbridge College (hereinafter called "the Employer").

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*, R.S.A. 2000 Chapter P-43, (hereinafter called the "Act") applies to The Lethbridge College (hereinafter called the "College") and the support staff of the College;

AND WHEREAS, pursuant to the provisions of the said Act the Union has the right to negotiate on behalf of the Employer's said Employees;

AND WHEREAS, the parties are mutually desirous of entering into an Agreement as defined in said 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:

ARTICLE 1  
DEFINITIONS

1.01 In this Agreement, unless the context otherwise requires:

- (a) "Board" means the Board of Governors of The Lethbridge College;
- (b) "Employer" means the Board of Governors of The Lethbridge College;
- (c) "President" means the Chief Executive Officer of The Lethbridge College;
- (d) "Union" means The Alberta Union of Provincial Employees;
- (e) "Local" means Local 071/001 of The Alberta Union of Provincial Employees;
- (f) "Union Representative" means the President of the Union, or an Officer or Staff Member of the Union designated by the President in writing pursuant to the Union's Constitution;
- (g) "College Year" means the twelve-month period beginning on July 1 of any year, and ending June 30 of the following year.
- (h) "Employee" means all of the support staff of The Lethbridge College included in the bargaining unit. An Employee may be employed on a full-time or part-time basis within each appointment type;

Employment Status

- (i) "Full-time Employees" are engaged to perform work on an established schedule based on the normal daily and weekly hours as outlined in Article 16 - Hours of Work.
- (ii) "Part-time Employees" are engaged to perform work on an established schedule at less than the normal daily or weekly hours as outlined in Article 16 - Hours of Work.

Appointment Type

- (iii) "Continuing Employees" are engaged to perform duties which are of a continuous nature of indefinite extent.
- (iv) "Term Employees" are engaged for specified periods of at least three (3) months in duration, excluding June, July and August, for employment of a recurring nature. Employees shall be advised, in writing, not less than two (2) weeks from the expiration of a specified term the commencement date of the following period of employment.
- (v) "Temporary Employees" are engaged for specified periods of employment greater than six (6) months. This may include replacing an Employee that is on an approved leave of absence. A letter of appointment outlining the nature and duration of the project and the duties to be performed will be provided to the Employee upon commencement. A copy of the letter shall be provided to the Union.

Temporary Employees shall be eligible for benefits in accordance with Article 2 Application of Agreement. Temporary Employees who are employed on a continuous basis in excess of two (2) years may opt to participate in the Local Authorities Pension Plan. Continuous basis for Temporary Employees shall mean without a break in service of more than ninety (90) days.

- (vi) "Casual Employees" are Employees who cannot be defined as Continuing, Term, or Temporary Employees. Casual Employees will not be employed to perform work that is known to be of a Continuing, Term or Temporary nature. Therefore, the status of a Casual Employee will be changed to that of a Continuing, Term or Temporary Employee once the period of continuous employment exceeds six (6) months in the same position. The period of continuous employment may be extended by mutual agreement of the parties in writing.
- (vii) "Residential Assistants" are students of the College who live in residence of the College who are requested from time to time to be available to other students in the residences. Their function is to assist other students in routine matters and to refer more serious matters to the appropriate resource person.
- (viii) "Practicum Students" are Lethbridge College students who are participating in an authorized work placement position of their program.
- (ix) "Students" who are employed by the College on a temporary basis during any semester in positions designated as student jobs shall be treated as casual Employees regardless of the frequency or number of hours worked, but not with the intention of replacing any Employee identified within Article 1.01(g)
- (i) "Probationary Employee" means a person, who is serving a probationary period;
- (j) "Lateral Transfer" or "Transfer" means the movement of an Employee from one position to another which does not constitute a demotion or promotion;
- (k) "Demotion" means a change from an Employee's position to one with a lower maximum salary level;
- (l) "Promotion" means a change from an Employee's position to one with a higher maximum salary level;
- (m) "Position" means the collection of specific duties and tasks normally assigned to an Employee;
- (n) "Hourly Rate of Pay" means the rate of pay assigned to a classification level set out in Schedule "A";

- (o) "Daily Rate of Pay" means the regular hourly rate of pay assigned to an Employee's classification level as set out in Schedule "A" multiplied by the applicable normal daily hours of work specified in Article 16.02;
  - (p) "Annual Salary" means the regular hourly rate of pay assigned to an Employee's Classification level as set out in Schedule "A" multiplied by the Employee's normal annual hours of work;
  - (q) "Monthly Rate of Pay" means the annual salary divided by twelve (12);
  - (r) "Minimum rate of pay" means the lowest step of the level assigned to a class;
  - (s) "Maximum rate of pay" means the highest step of the level assigned to a class or the job rate where no level has been assigned to a class;
  - (t) "Anniversary Date of Appointment" means the first day of continuous employment;
  - (u) "Work Day" shall be deemed to be the calendar day on which the Employee's shift ends;
  - (v) "Spouse" for the purposes of this agreement spouse shall be deemed to include Employees who are legally married, in common-law relationships and in same sex relationships where the partners are co-habiting. The eligibility for plan benefits shall be subject to Articles 34.04 and 35.05.
- 1.02 (a) A word used in the masculine gender applies also in the feminine.
- (b) A word used in the singular also applies in the plural as applicable.

## ARTICLE 2

### APPLICATION OF AGREEMENT

Except as otherwise provided in this Agreement, the application of the terms and conditions of the Agreement is as follows.

- 2.01 Continuing and/or Term Full-Time Employees, Full Time Temporary Employees, shall be granted all the terms and conditions of this Agreement, however, the terms and conditions of this Agreement only apply to Term Employees during their period(s) of employment. Notwithstanding the foregoing Term Employees will have the option of maintaining benefits, as outlined in Article 35, during the period(s) they are not employed by the Employer pursuant to Article 35.06. Temporary Employees will not be entitled to Article 14 Probationary Period, except Article 14.05 and 14.07 shall apply, Article 28 Layoff and Recall and Article 33 Long Term Disability Plan (LTDI).

- 2.02 Continuing and/or Term Part-Time Employees, Part Time Temporary Employees, shall be granted, on a pro-rata basis, all the terms and conditions of this Agreement as applicable. A Part-Time Employee working less than fifteen (15) hours per week shall receive the benefits of a Casual Employee, as set out in Article 2.03. Temporary Employees will not be entitled to Article 14 Probationary Period, except Article 14.05 and 14.07 shall apply, Article 28 Layoff and Recall and Article 33 Long Term Disability Plan (LTDI).
- 2.03 Casual Employees shall be granted all the terms and conditions of this Agreement, except the following Articles shall not apply:
- (a)
    - (i) Article 14 Probationary Period, except Articles 14.05 and 14.07 shall apply
    - (ii) Article 22 Court Leave
    - (iii) Article 23 Maternity Leave and Adoption Leave
    - (iv) Article 24 Special Leave
    - (v) Article 25.04 Leave of Absence
    - (vi) Article 26 Paid Holidays
    - (vii) Article 27 Annual Vacations
    - (viii) Article 28 Layoff and Recall.
    - (ix) Article 28A Seniority
    - (x) Article 30 Casual Illness
    - (xi) Article 31 General Sickness Leave
    - (xii) Article 32 Conditions of Sickness Leave Entitlement
    - (xiii) Article 33 Long Term Disability Insurance Plan (LTDI)
    - (xiv) Article 34 Group Life Insurance Plan
    - (xv) Article 35 Health Plan Benefits
    - (xvi) Article 36 College Courses
    - (xvii) Article 38 Behavioural Health
  - (b) Casual Employees shall be paid ten point eight percent (10.8%) of their earnings, in addition to their regular rate of pay, in lieu of vacation and paid holiday entitlements.
  - (c) Notwithstanding Clause (d), if a Casual Employee is unsatisfactory in the opinion of the Employer, the Employee may be terminated at any time without notice.
  - (d) Temporary and/or Casual Employees will be provided at least two (2) weeks written notice or pay in lieu of notice if their position is terminated prior to a previously scheduled termination date.
- 2.04 Residential Assistants shall be granted the terms and conditions of the following Articles of this Agreement:

- (i) Article 1 Definitions
- (ii) Article 2 Application of Agreement
- (iii) Article 3 Respectful Campus
- (iv) Article 4 Union Recognition
- (v) Article 5 Management Rights
- (vi) Article 6 Legislation and the Collective Agreement
- (vii) Article 7 Union Membership and Dues Check-off
- (viii) Article 12 Grievance Procedure
- (ix) Article 13 Personal Files and Discipline
- (x) Support Staff Salary Grid

### ARTICLE 3 RESPECTFUL CAMPUS

- 3.01 In order to provide a learning and working environment free of discrimination and harassment, it is the policy of the Lethbridge College that this behaviour is unacceptable and will not be tolerated as per the *Human Rights Act* and the Respectful Campus Policy.
- 3.02 Responsibility to ensure compliance with the aforementioned policy is shared equally by the Employer, the Union and all Employees.

### ARTICLE 4 UNION RECOGNITION

- 4.01 The Employer recognizes the Union as the exclusive bargaining agent pursuant to Certificate No. 1 - 86 issued by the Public Service Employee Relations Board for all Employees of the Board of Governors of Lethbridge College when employed in general support services, except those persons employed as markers, Employees excluded by the *Public Service Employee Relations Act*, Employees excluded by mutual agreement of the parties during the life of this agreement or by the Labour Relations Board.
- 4.02 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 such an insignia be displayed on the Employer's equipment or facilities.
- 4.03 The Employer shall not enter into any separate agreement with an Employee which is at variance with the terms or conditions of employment contained in this Agreement without the prior written approval of the President of the Union.

- 4.04 The Parties agree that there shall be no discrimination, interference, restrictions, coercion, harassment or stronger disciplinary action exercised or practiced with respect to any Employee by reason of membership or non-membership in the Union or activity or non-activity in the Union.

ARTICLE 5  
MANAGEMENT RIGHTS

- 5.01 The Union recognizes that the Employer shall have the sole and exclusive right, except as otherwise specifically limited by express provisions of this Collective Agreement, to determine all matters pertaining to the conduct of its management of the College and its affairs, and that the direction of the Employees is fixed exclusively in the Employer and without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive right of the Employer to:
- (a) Maintain order and efficiency;
  - (b) Hire, retire, demote, promote, classify, transfer, designate, lay off, recall, suspend, or otherwise discipline Employees for just cause;
  - (c) Make and enforce and alter from time to time rules and regulations to be observed by the Employees.

ARTICLE 6  
LEGISLATION AND THE COLLECTIVE AGREEMENT

- 6.01 In the event that any law passed by the Government of Alberta renders null and void or alters any provision of this Agreement, the remaining provision shall remain in effect for the term of the Agreement.
- 6.02 Where a difference arises out of the provisions contained in an Article of the Collective Agreement, and the subject matter is also covered in Employer regulations, guidelines, or directives, the Collective Agreement shall supersede the regulation, guideline or directive.

ARTICLE 7  
UNION MEMBERSHIP AND DUES CHECK-OFF

- 7.01 All Employees covered by this Agreement shall become members of the Union as a condition of employment.
- 7.02 All Employees covered by this Agreement shall be required to pay a sum equal to union monthly dues in an amount certified by the Union to the Board. The Union shall advise the Employer, in writing, of any change in the amount to be deducted from the Employees covered by this Agreement.



- 7.03 The Employer shall remit the Union dues that have been deducted from the pay of the Employees to the Union by the first working day after the twentieth (20) calendar day in the following month. Where an accounting adjustment is necessary to correct an over or under payment of dues, it shall be effected in the succeeding month. The deductions remitted shall be accompanied by particulars identifying each Employee in a printed form and a list indicating the name of Employee, home address and phone number, starting date, the Appointment Type and classification of the position they occupy, the monthly salary or hourly rate, and the amount of union dues deducted. The Employer shall also provide the names of those Employees whose employment has terminated in the calendar month for which payment is made.
- 7.04 The Employer will on or before March 1st of each year furnish to each Employee a statement of the total sum of monthly dues which have been deducted from such Employee's pay cheques and remitted to the Union during the preceding calendar year.
- 7.05 The Union agrees to indemnify and save the Employer harmless against any claim or liability arising out of the application of this Article.
- 7.06 The Employer will provide the Union Chapter Chairperson with a listing of all new Employees on a monthly basis.

## ARTICLE 8

### UNION STEWARDS

- 8.01 The Employer acknowledges the right of the Union to appoint Employees in the bargaining unit as Union Stewards bearing in mind the organizational structure of the College. The Union agrees to submit a list of Union Stewards to the Employer on a quarterly basis.
- 8.02 The Employer recognizes the Union Steward as an Official Representative of the Union.
- 8.03 A Union Steward shall not leave his place of work to represent an Employee or to investigate or process a grievance during working hours without first obtaining permission from his supervisor. Such permission shall not be unreasonably denied. The Union Steward shall report back to his supervisor before returning to his place of work.

## ARTICLE 9

### TIME OFF FOR UNION BUSINESS

- 9.01 Time off without loss of regular earnings will be granted to Employees when involved in discussions related to the investigation and/or processing of grievances arising out of this Collective Agreement. In all cases the Employee(s) must obtain permission from their supervisor respecting absence from the job and shall report back to their supervisor before returning to his place of work. Permission for such time off shall not be unreasonably denied.

- 9.02 Time off or time off in lieu with out loss of regular earnings will be granted to local officers and designated representatives for time meeting with representatives of the Employer pursuant to Article 11 - Joint Consultation, Article 15 – New or Altered Classifications, Article 39 - Safety and Health, Letter of Understanding - Employee Benefits Review Committee, and Letter of Understanding - Casual Employment Review Committee.
- 9.03 Time off without pay for the purpose of attendance at Union business may be granted by the Employer.
- 9.04 Time off without pay shall be provided to no more than three (3) members of the Local Negotiating Committee for time spent meeting with representatives of the Employer during the formal negotiations of the Collective Agreement and for no more than five (5) members for Union preparatory meetings.
- 9.05 Time off without pay shall be provided to local officers or designated representatives for time spent attending to an official Chapter sanctioned activity (i.e. Local council Meetings, Chapter Meetings, Chapter Committee Meetings, Chapter Executive Officer functions, etc.) Time off granted pursuant to this Article shall not exceed thirty (30) working days annually, unless further time off is agreed to by the parties in writing.
- 9.06 In regard to the provisions outlined in Articles 9.02, 9.03, 9.04 and 9.05 the Employer shall grant the required time off provided that operational requirements are met and that five (5) work days notice is given prior to the designated day(s) off. If the Employee is unable to give the required notice or the absence of the Employee will cause a serious disruption of work or other difficulty, the Employer may refuse the leave.
- 9.07 To facilitate the administration of Article 9.05 the Employer will grant the leave of absence with pay and invoice the Union for the Employee's salary and benefits or for the replacement salary costs, whichever is greater.
- 9.08 No Employee shall conduct any Union business during working hours other than that provided for in this Agreement, unless authorized in writing by the Employer.

#### ARTICLE 10 UNION MEETINGS AND NOTICES

- 10.01 Upon forty-eight (48) hours written notice to the Senior Human Resources Administrator, permission may be granted to hold meetings of the Chapter on the Campus outside of regular working hours.
- 10.02 The Employer will allow one working hour at the end of a day for Employees to attend the Annual General meeting. The Union will supply the Senior Human Resources Administrator thirty (30) days advanced written notice of the meeting. The College maintains the right to have essential staffing during the meeting.

- 10.03 The Employer shall provide bulletin board space for the specific use of the Union at locations on the Employer's premises which are accessible to Employees. Sites of the bulletin boards shall be mutually determined by the Employer and the Chapter. Bulletin board space shall be used for the posting of Union information directed to its Members, which information shall be subject to clearance by the Senior Human Resources Administrator s.
- 10.04 The Union may be permitted to use the Employer's mail service, including electronic mail and other computer communication systems, with prior authorization by the Senior Human Resources Administrator or his designate.

#### ARTICLE 11 JOINT CONSULTATION

- 11.01 A joint labour/management committee may meet from time to time for the purposes of promoting and maintaining harmonious relationships through discussions of matters of mutual concern.
- 11.02 A joint committee shall consist of no more than three representatives from the Local and the Employer respectively other than by mutual consent.
- 11.03 A joint meeting shall be arranged through the Senior Human Resources Administrator.

#### ARTICLE 12 GRIEVANCE PROCEDURE

- 12.01 A grievance is a difference arising out of the interpretation, application, operation or any contravention or alleged contravention of this agreement or as to whether any such difference can be the subject of arbitration.
- 12.02 In the event that a difference occurs between the Employer, the Union or an Employee regarding the meaning or application of this Collective Agreement, the following procedure of settlement shall be followed.

##### Step One

If an Employee or group of Employees has a complaint about a difference defined in Article 12.01, the Employee(s) shall within ten (10) working days from the date of the incident prompting the complaint or the date the Employee(s) could be expected to have been aware of the incident, discuss the complaint with the Employee's immediate Supervisor. If the complaint is not resolved through discussion with the Supervisor, then the complaint may be reduced to writing and submitted as a grievance at Step 2.

### Step Two

Within ten (10) working days from the date of the discussion with the immediate supervisor, the Employee(s) must submit his grievance in writing, provided he has the written approval of the Union, to the Designated out of scope Manager with a copy to the Senior Human Resources Administrator. The written grievance must specify a complete and full statement of the difference and the particular redress requested.

The designated Manager must submit a written reply to the Employee within ten (10) working days from the receipt of the grievance at Step 2. A copy of the reply shall be submitted to the Union.

### Step Three

When the Employee(s) is not satisfied with the answer or settlement received from the designated Manager at Step 2 and he wishes to pursue his grievance, and he has the written approval of the Union, he must submit his grievance in writing to the President with a copy to the Senior Human Resources Administrator, within ten (10) working days after receipt of the answer in Step 2.

The President or his designate shall submit a written reply to the Employee within ten (10) working days from the receipt of the grievance at Step 3. A copy of the reply shall be submitted to the Union.

### Step Four

If a satisfactory settlement is not reached in Step 3, the Union may submit the grievance to arbitration within ten (10) working days after the receipt of the President's reply. A notice of submission to arbitration must be given in writing and must name a nominee to the arbitration board.

- 12.03 Either party or the aggrieved may request a complaint or written grievance be discussed at Steps 1, 2 or 3 of the Grievance Procedure. At the request of the Employee, a Union Steward shall be allowed to accompany and represent the Employee at any of these discussions. When a request for discussion has been approved, leave with pay shall be allowed to the aggrieved and the accompanying Union Steward.
- 12.04 Both the Union and the Employer shall have the right to process as policy grievances items which may arise regarding interpretation, application, operation or alleged violation of this Agreement through the above mentioned procedures commencing with Step 3, provided that the grievance is submitted in writing, within ten (10) working days from the date of the incident prompting the grievance and provided the alleged grievance is not a grievance which may be processed by an individual Employee.
- 12.05 Grievances involving dismissal, suspension without pay and demotion shall be commenced at Step 3.
- 12.06 Time limits in this Article may be extended by written agreement between the Employer and the Union providing that such extension is made prior to the expiry of the original time limit.

- 12.07 When the postal service is used to process a grievance all correspondence between the parties to the grievance or their representatives shall be by registered mail. When a grievance or reply is delivered by hand the date of delivery shall be deemed to be the date submitted.
- 12.08 When a grievance is processed by registered mail, the grievance shall be deemed to have been submitted on the day on which it was registered by the grieving party. Similarly, a written reply to a grievance shall be deemed to have been submitted on the date on which the letter containing the reply was registered.
- 12.09 In the event the initiator of the grievance fails to follow the procedure and time limits established in the steps of the Grievance Procedure, the grievance shall be deemed to be abandoned.
- 12.10 When the recipient of the grievance fails to respond within the time limits prescribed in the Grievance Procedure, the grievance shall be advanced to the next step of the Grievance Procedure.
- 12.11 (a) Within fourteen (14) days of receipt of the notification under Step 4 by the one party, the other party shall appoint its nominee in writing. The College and the Union nominees shall within fourteen (14) days of the appointment of the second nominee, or within such other mutually agreeable additional period of time, appoint a mutually acceptable third person who shall be the Chairman of the Arbitration Board.
- (b) The parties may agree to a sole Chairman to hear and dispose of the grievance.
- 12.12 If the two appointees fail to agree upon a Chairman within the required time limits the appointment shall be made by the Chairman of the Labour Relations Board, upon application by either party upon five (5) days notice to the other.
- 12.13 The College and the Union shall each bear the total costs and expenses of its respective appointee to the Arbitration Board. The Parties to this Agreement shall bear in equal proportions, the cost and expenses of the Chairman of the Arbitration Board.
- 12.14 The Arbitration Board shall neither add to, detract from, nor modify the language of any Article of this Collective Agreement.
- 12.15 The decision of the majority of the members of the Arbitration Board is the award of the Board, but, if there is no majority, a decision of the Chairman of the Arbitration Board governs and his is the award of the Arbitration Board.
- 12.16 The decision of the Arbitration Board shall be final and binding on the Employee and the Parties.

ARTICLE 13  
PERSONAL FILES AND DISCIPLINE

- 13.01 No Employee shall be disciplined without just cause.

- 13.02 When disciplinary action is to be taken, which action is intended to be placed on the Employee's record, that Employee shall be informed in writing as to the action and the reasons therefore. The Employee concerned shall be entitled to have a Union Steward or a Union Representative present of his choice during the issuance of the discipline.
- 13.03 An Employee who is to be interviewed on a disciplinary measure in respect of conduct as referred to in Clause 13.02 shall be notified of the time and place of the interview and their entitlement to have a Union Steward or Union Representative present at the interview.
- 13.04 An Employee who has been subjected to disciplinary action may, after twenty four (24) months of continuous service from the date that disciplinary action was invoked, or such other mutually agreed shorter period, request that his personal file be purged of any record of the disciplinary action, provided that there have been no offences for which written warnings have been delivered to the Employee within that time.
- 13.05 Access to an Employee's personal file shall be provided to the Employee or, with his consent, his authorized representative, upon request and within a reasonable time, once in every year and in the event of a grievance. An Employee shall be entitled to examine the contents of his personnel file in Human Resources during normal working hours.
- 13.06 When an Employee has grieved a disciplinary action and a designated officer has allowed the grievance his official personal file shall be expunged of all record of the matter. Where the designated officer reduced the redress, the Employee's file shall be amended to reflect the change, provided the Employee does not contest the grievance further. Where the grievor appeals the disciplinary action to an adjudication board, the award of that tribunal shall be final and binding upon the Employer, and the Employee and the personal file of the Employee shall be amended to reflect the Award.

#### ARTICLE 14 PROBATIONARY PERIOD

- 14.01 The probationary period for a Continuing Employee will be six (6) months for Employees in Class Levels 8 and below and twelve (12) months for Employees in Class Level 9 and above. The probationary period for a Term Employee will be six (6) months for Employees in Class Levels 8 and below and twelve (12) months for Employees in Class Levels 9 and above, or the period of term employment whichever is less.
- 14.02 If the Employee is unsuitable in the opinion of the Employer, the Employee may be terminated at any time during the probationary period.
- 14.03 The probationary period referred to in 14.01 above shall be extended by the length of any absence due to sick leave, maternity leave, adoption leave or other absences of more than five (5) consecutive days when such absences occur during the probationary period.

- 14.04 By mutual agreement between the Union and the College the probationary period may be extended for up to three (3) additional months. Such arrangement must be sought at least fifteen (15) days prior to the end of the initial probationary period. Written reasons for the extension shall be provided to the Employee.
- An Employee shall serve only one (1) probationary period. If an Employee is successful in obtaining a new position or is promoted to a position within the Collective Agreement, and the Employee is found unsuitable by the Employer, they may be returned to their former position if available and subject to the approval of the manager. If the Employee is not returned to the former position, the provisions of Article 28 Layoff and Recall will apply.
- 14.05 On commencement of employment, an Employee shall be provided with a letter of appointment outlining their rate of pay, hours of work and length of employment if applicable.
- 14.06 The Employer agrees to provide all new Employees with a copy of the Collective Agreement in a format of their choice, paper or electronic.
- 14.07 Temporary and/or Casual Employees working continuously in a position that is converted into a Continuing or Term category shall, provided they are the successful candidate, have previous employment in that position apply to their period of probation.

ARTICLE 15  
NEW OR ALTERED CLASSIFICATIONS

- 15.01 (a) An Employee and/or their out-of-scope supervisor may request in writing to Human Resources that the Class Level allocation of a position be reviewed if the Employee and/or their out-of scope supervisor consider that the duties have materially changed since the allocation of that position or since the previous review, provided that twelve (12) months have elapsed since the allocation of that position or since the previous review, as the case may be.
- (b) Human Resources will work with the Employee and supervisor to update the job description. If necessary, an audit of the position will be conducted at the discretion of Human Resources.
- (c) Human Resources will complete a job analysis to determine the kind and level of work for review with the classification committee
- (d) It is the Employer's right to determine the job that is to be performed and the performance expectations/standards relating to the job.
- (i) Positions are to be evaluated in accordance with the Employer's job evaluation plan.
- (ii) Classification/job evaluation does not address issues of work volume, long service or pay issues.

- (e) The requesting Manager/Employee and Union shall be notified of the classification/job evaluation decision from Human Resources in writing, no later than 60 calendar days from the receipt of the request referred to in Article 15.01.
- 15.02 A representative of the Human Resources Department and a representative of the Union shall consult regarding the proposed allocation of new or altered classifications.
- 15.03 If after consultation with Human Resources, but in any event no later than thirty (30) calendar days from the receipt of the decision referred to in Article 15.01 (c), the Union objects to the proposed allocation, the Union may present the difference as a grievance commencing at Step Three of the grievance procedure.
- 15.04 If the difference is referred to Arbitration, the Arbitration Board:
  - (a) shall take into consideration:
    - (i) the duties of the position at the time the request was forwarded to Human Resources, in accordance with Article 15.01 (d) and shall not take into account any duties added or deleted subsequent to that time.
    - (ii) the Job Evaluation Plan, specifically the Point Rating System, and,
    - (iii) the total duties of similar positions allocated to the same class in the classification plan;
  - (b) shall not:
    - (i) have regard to pay considerations,
    - (ii) add to, detract from or modify the existing Job Evaluation Plan.
- 15.05 The Arbitration Board shall grant or deny the appeal as submitted and issue a decision in writing which shall be final and binding on the Employee, the Union and the Board.
- 15.06 The College shall provide a copy of the Job Evaluation Plan and any subsequent amendments to the Union.
- 15.07 An Employee who is reclassified shall have his salary adjusted in accordance with Article 41.08.
- 15.08 An Employee whose position is reclassified to a class level with a lower salary range shall not have his salary reduced. If the Employee's salary is over-range at a rate that exceeds the maximum salary assigned to the new classification, he shall not be eligible to receive pay increases until the maximum salary assigned to the classification equals or exceeds the over-range salary.
- 15.09 The effective date of an upward reallocation decision shall be the first of the month following the date the request is received in Human Resources.
- 15.10 Procedures or time limits as stipulated in this Article may be varied by written agreement of the parties.



ARTICLE 16  
HOURS OF WORK

- 16.01 This Article, where it defines the normal hours of work, shall not be construed as a guarantee of hours of work per day or per week, but merely provides a basis for the calculation of overtime.
- 16.02 The normal hours of work for Employees covered by this Agreement shall be thirty-five (35) hours per week and seven (7) per day, or forty (40) hours per week and eight (8) per day.
- 16.03 All Employees covered by this Agreement shall receive two (2) fifteen (15) minute paid rest periods in each work period of six (6) hours or more, one (1) rest period to be granted before the meal period and one (1) rest period to be granted after the meal period. An Employee working a shift of more than two (2) hours but less than six (6) hours shall be granted one (1) paid rest period per shift. Rest periods shall not be granted until one (1) hour after the commencement of work or not later than one (1) hour before either the meal period or the end of the shift.
- 16.04 At about the mid-point in the work day, all Employees working six (6) hours or more shall receive an unpaid meal period of not less than thirty (30) minutes. However, an Employee who is unable, due to assignment, to leave his workstation of employment during his meal period shall be paid for such meal period at his regular rate of pay.
- 16.05 The Employer shall determine the hours of operation and the numbers of Employees required to provide services. The Employer will establish fair and reasonable shift schedules. Shift schedules shall be established and Employees notified ten (10) workdays in advance of the effective date. Seven (7) work days notice shall be given in writing before changes are made to shift schedules except in cases of an emergency.
- 16.06 An Employee shall receive two (2) consecutive days of rest per week.
- 16.07 The Employer may implement a Summer Hours Work Schedule for operating units or individual Employees at the discretion of the Employer. Summer Hours Work Schedule will begin the last Monday in May and end the third Friday in August. The Employee shall not gain or lose any entitlements that would normally be received during regular work hours. All Articles in the Collective Agreement which would cause an Employee to receive a lesser or greater entitlement than would normally be received had the work week not been modified, shall be waived. The Employer may discontinue the Summer Hours schedule at any point in time by giving Employees 1 or 2 weeks notice as may be appropriate.
- 16.08 Employees may voluntarily participate in a flexible work schedule comprised of flexible hours and core hours, which average over a four (4) week period the total normal weekly hours of work in Article 16.02.
- 16.09 The out-of-scope supervisor, in consultation with the Employees, shall define the following for each department or work group:
- (a) the number of Employees required to be at work,

- (b) the operating hours which must be staffed, and
  - (c) the core hours during which all Employees must be at work.
- 16.10 Subject to the limits prescribed under Article 16.10, the Employees of a particular department or work group may arrange their starting times, meal periods and finishing times in keeping with the College's operational requirements and in lieu of Articles 16.03 and 16.04.
- 16.11 If flextime does not meet the College's operational requirements or is deemed by the out-of-scope supervisor to be impractical for other reasons, he may require a return to normal work hours by providing thirty (30) days advance notice.
- 16.12 An Employee working flextime may opt for normal work hours by giving the out-of-scope supervisor thirty (30) days advance notice.
- 16.13 Employees working according to flex hours of work shall receive overtime compensation at two times (2X) for every hour worked in excess of the average weekly hours worked in the four (4) week period. (35 hours x 4 weeks or 40 hours x 4 weeks).

#### ARTICLE 17 OVERTIME

- 17.01 It is understood that from time to time Employees will be required to work in excess of their regular daily and/or weekly hours. Overtime pre-authorized by the department head or supervisor, shall be paid at the rate of two times (2X) the applicable basic rate of pay for overtime hours worked.
- 17.02 Overtime will be computed on the basis of thirty (30) minute periods but no allowance will be made where the total overtime worked on any day is fifteen (15) minutes or less.
- 17.03 When mutually agreed between an Employee and their Supervisor, an Employee may take equivalent time off in lieu of payment for overtime. All such time off shall be taken at a time that is mutually agreeable with the Employee's Supervisor and in accordance with the following schedule:
- (a) Compensating time off earned between January 1st and June 30th of any year must be taken by the following December 31st.
  - (b) Compensating time off earned between July 1st and December 31st of any year must be taken by the following June 30th.

Where the compensating time off cannot be taken in accordance with the above, the Employee will be paid for the time not taken at his regular rate at June 30th or December 31st. Once overtime is banked, it will not be paid out unless it is in the time limits of (a) and (b) above.

- 17.04 All Employees shall be subject to the daily overtime payment as provided in Article 17.01(a) above except for Employees working flex hours as per Article 16.09 through 16.14. Part-time and Casual Employees working less than the normal hours of work stated in Article 16.02 who are required to work longer than their usual daily hours shall be paid at the rate of straight time for the hours so worked until they exceed the normal daily hours for full time Employees in the same classification, after which the provisions of Article 17.01 (a) apply.
- 17.05 Where it is necessary for an Employee to travel on College business, where the combination of travel time and work time exceeds his regular hours of work he shall be required to flex his schedule as per Article 16.08 or be compensated at 1.5 times the Employee's regular rate of pay for those hours in excess of the regular hours.
- An Employee who is required to attend a job-related training course or seminar shall be required to flex his schedule as per Article 16.08 or be compensated for the actual hours spent in travel and in attendance at the course or seminar at 1.5 times the Employee's regular rate of pay. This shall apply to an Employee on his normal day of work and on his regularly scheduled day(s) of rest.
- 17.06 An Employee who requests for personal reasons, and who as a result of such request is authorized to work daily or weekly hours in excess of his normal requirement, shall be compensated for the extra hours worked at straight time rates. It is not the intent of this Article 17.06 to deny an Employee overtime rights in respect of assigned overtime.

## ARTICLE 18

### REPORTING PAY/STANDBY PAY

- 18.01 When an Employee reports to work at the commencement of a work period and no work can be made available to him he shall be paid three (3) hours at his regular rate. Should the Employee be notified of a cancellation at least twenty-four hours prior to the commencement of such work period, then the foregoing shall not apply.
- 18.02 The provisions of this Article shall not apply to those Employees who are normally required to work outside in the event that due to inclement weather, no work can be made available.
- 18.03 When an Employee is designated to be immediately available to return to work during a period in which he is not on regular duty, he shall be compensated the amount of two dollars and twenty five cents (\$2.25) for each hour on standby or any portion thereof on a day that is not a paid holiday. For standby on a paid holiday, the compensation shall be four dollars (\$4.00) for each hour on standby or any portion thereof.
- 18.04 When an Employee, while on standby, is unable to report to work when required, no compensation shall be granted for the total standby period.

- 18.05 When an Employee is called back to work during a period in which he was on standby, he shall be compensated pursuant to Clause 18.03 for the hours he was on standby in addition to compensation pursuant to Article 19 for the hours worked on call back.
- 18.06 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 19  
CALL BACK

- 19.01 When an Employee is called back at a time outside his normal working hours, he shall be compensated at the applicable overtime rate for the actual hours worked during such call back and shall be guaranteed a minimum of three (3) hours pay or time off at his regular rate, except when such call back is continuous with the Employee's normal working hours, in which case no minimum shall apply.
- 19.02 When a call-out forms a continuous period within the Employee's normal working hours, his normal working hours will not be reduced as a result of the call-out.

ARTICLE 20  
SHIFT DIFFERENTIAL/WEEKEND PREMIUM

- 20.01 Where, because of operational requirements, an Employee is scheduled to work shifts, that Employee shall receive two dollars and fifty cents (\$2.50) per hour for working a shift where the majority of the hours in such shift fall between 3:00 p.m. and 8:00 a.m.
- 20.02 For the purpose of this Article, a shift refers to the daily equivalent of the normal hours of work as set out in Article 16.02. A casual or part-time Employee who works less than the daily equivalent of the normal hours of work shall be paid shift differential if he works a minimum of four (4) hours within the period of 3:00 p.m. and 8:00 a.m.
- 20.03 Where an employee who works Saturdays or Sundays as part of his regularly scheduled work week, shall receive a weekend premium of two dollars and fifty cents (\$2.50) for each hour worked from midnight Friday to midnight Sunday. The weekend premium shall not be paid to an employee who is not regularly scheduled to work weekends and receives overtime compensation for working Saturday or Sunday as a day of rest.
- At no time shall shift differential or weekend premium be included with the Employee's regular rate of pay for purposes of computing overtime payments, other premium payments, or any Employee benefits, other than pension, nor shall shift differential or weekend premium be paid with respect to any hours paid at overtime rates.

ARTICLE 21  
WORKERS' COMPENSATION SUPPLEMENT

- 21.01 If an Employee sustains an injury in the course of his duties with the College which causes him to be absent from work and as a result he is eligible to receive Workers' Compensation, he shall be paid as if he were on general sickness leave during the period he is required to remain off work up to seventy-five (75) consecutive work days provided the Employee signs over to the College any amounts due from the Workers Compensation Board.
- 21.02 If the Employee has not returned to work due to injury before the seventy-five (75) day period has expired, he shall then be paid according to the rate prescribed by the *Workers' Compensation Act* and shall be paid any benefit to which the Employee might be entitled under the provisions of the Long Term Disability Plan.
- 21.03 The eligibility period specified in Article 21.01 shall not apply in the event of a re-occurrence 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.
- 21.04 When a day designated as a paid holiday under Article 26 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 not as a paid holiday.
- 21.05 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 Article 21.01.

ARTICLE 22  
COURT LEAVE

- 22.01 An Employee summoned or subpoenaed to appear as a witness during Court proceedings or to serve jury duty shall continue to receive his regular salary. Any fees received by the Employee shall be paid to the Employer. The Employer may require the Employee to furnish a certificate of service from an officer of the Court before making any payment under this Article. Whenever practicable the Employee will be required to come to work during those working hours that he is not required to attend the court proceedings.
- 22.02 The foregoing shall also apply in the event an Employee is required to appear as a defendant in an official capacity representing the College.
- 22.03 Where an Employee is required to attend Court as a plaintiff or defendant in a private capacity, leave without pay shall be granted.

ARTICLE 23  
MATERNITY LEAVE AND ADOPTION LEAVE

23.01 Maternity Leave

A pregnant Employee is entitled to maternity leave without pay provided:

- (a) the period of maternity leave does not exceed sixteen (16) weeks, and
- (b) she has completed ninety (90) days of continuous service with the College at the time she commences her leave.

23.02 The Employee shall:

- (a) give at least six (6) weeks written notice of the date she will start the proposed leave, and
- (b) start the leave any time during the twelve (12) weeks immediately before the estimated date of delivery, and
- (c) take a period of leave at least six (6) weeks immediately following the date of delivery.

23.03 The maternity leave shall commence on the earlier of

- (a) The date specified by the Employee, or
- (b) on such date as may be determined by the College, if during the twelve (12) weeks immediately before the estimated date of delivery, the pregnancy of the Employee interferes with the performance of her duties.

23.04 An Employee who has completed fifty-two (52) weeks of continuous service and resigns for maternity reasons and who is re-employed in any capacity within six (6) months from the date of her resignation shall be considered to have been on leave without pay. All previous full-time continuous service with the College shall be recognized when calculating the rate at which vacation leave credits are accrued.

23.05 Parental Leave

Subject to Articles 23.06 and 23.07, the college shall grant parental leave to an Employee as follows:

- (a) in the case of an Employee who is entitled to maternity leave under Article 23.01, a period of not more than thirty-seven (37) consecutive weeks immediately after the last day of her maternity leave;
- (b) in the case of Employee not entitled to maternity leave under Article 23.01, a period of not more than thirty seven (37) consecutive weeks within fifty-three (53) weeks of the child's birth;
- (c) in the case of an Employee who is an adoptive parent a period of not more than thirty-seven (37) consecutive weeks within fifty-three (53) weeks after the child is placed with the adoptive parent for the purpose of adoption.

- 23.06 An Employee shall give at least six (6) weeks written notice of the date the parental leave will start.
- 23.07 If the College employs both parents of one child, the thirty-seven (37) weeks of parental leave may be taken wholly by one of them or may be shared by them. The College is not required to, but may at its discretion, grant parental leave to both parents at the same time.
- 23.08 Return to Work
- An Employee granted maternity leave or parental leave shall be returned to the position occupied when the leave started, or be provided with alternate work of a comparable nature at not less than the earnings and benefits that had accrued to the Employee when the leave started.
- 23.09 An Employee shall give at least four (4) weeks written notice of the date on which that Employee intends to return to work, and in any event at least four (4) weeks before the earlier of
- (a) the end of the leave period to which the Employee is entitled, or
  - (b) the date that the Employee has specified as the end of the leave period.
- 23.10 An Employee is not entitled to resume working until the date specified in the written notice described in Article 23.09.
- 23.11 An Employee shall return to work on the date specified in the written notice given under 23.09. An Employee who fails to return to work on that date is not entitled to return to work subsequently.
- 23.12 An Employee who fails to provide written notice as required under Article 23.09 is not entitled to resume work.
- 23.13 General
- On request by her supervisor, a pregnant Employee shall provide the College with a medical certificate certifying that she is pregnant and giving the estimated date of delivery.
- 23.14 An Employee who does not wish to resume employment after maternity or parental leave shall give the College at least four (4) weeks written notice of intention to terminate employment.
- 23.15 If unforeseeable or unpreventable circumstances prevent compliance with the requirements of this section, the Employee shall so notify the supervisor at the earliest opportunity.
- 23.16 Employees requiring an extension to maternity leave may apply for leave under Article 25, Leave of Absence.

- 23.17 An Employee who at the commencement of Maternity or Parental Leave is participating in the Alberta Health Care Insurance Plan, the Group Extended Medical Benefits Plan, the Group Dental Plan and the Group Life Insurance Plan shall have the option to continue to be covered under these Plans throughout the total period the Employee is on that Leave. During the period of eligibility for S.E.B., Employer and Employee premium contributions, if applicable, shall continue. During the remainder of her leave, she may continue to be covered on the same basis as any other Employee on a period of unpaid leave. Arrangements for the continuation of benefits shall be made in accordance with Article 35.06.
- 23.18 Notwithstanding any other provisions of this Article, a pregnant Employee may qualify for a Supplemental Employment Insurance Benefit (S.E.B.) covering the period she has provided medical evidence from her physician which satisfies the Employer she is unable to do her job. An Employee must apply for, and when approved, submit to the Employer, proof of receipt of Employment Insurance maternity benefits, in order to be paid the S.E.B. payments. Leave then taken under this Supplemental Plan shall be considered to form part of the sixteen (16) weeks maternity leave without pay for the purposes of Article 23.01. An Employee who is eligible for S.E.B. plan shall not be eligible for Illness Leave benefits under Articles 30 and 31.
- 23.19 A pregnant Employee who presents medical evidence from her physician which satisfies the Employer that continued employment in her present position may be hazardous to herself or her unborn child, may request a transfer to a more suitable position if one is available.

#### ARTICLE 24 SPECIAL LEAVE

- 24.01 An Employee shall be granted leave up to a maximum of eight (8) days per college year or the equivalent in hours upon request, at his basic rate of pay for the following circumstances provided the Employee would otherwise be at his place of employment.
- 24.02 In the first college year of employment, Special Leave days will be prorated based on the date of hire to a maximum of eight (8) working days per college year.
- (a) Family Illness
- In the event of an illness within an Employee's immediate family, the Employee shall be granted time off, in consultation with their supervisor on a daily basis, for the purpose of taking care of the person that is ill. Immediate family shall mean an Employee's spouse, son, daughter, mother, father, parent in-law, or anyone under the Legal guardianship of the Employee.



(b) Bereavement

Bereavement Leave with pay shall be granted to an Employee in the event of the death of the Employee's spouse or the Employee's or the Employee's spouse's child, parent, grandparent, grandchild, brother, sister, brother-in-law, sister-in-law or guardian, or a relative whose chief domicile is in the Employee's residence.

(c) Moving Household Effects

An Employee who maintains a self-contained household and who changes his place of residence which necessitates the moving of his household effects during his normal working hours shall be granted up to one (1) work day for the purpose of moving his household effects in an Employee's employment year.

(d) Birth

An Employee shall be granted up to one (1) work day to be present at the birth or adoption of his child.

(e) Disaster Conditions

An Employee shall be granted up to one (1) work day for critical conditions which require his personal attention in a disaster. This would include times when highways are closed by the RCMP thus making it unsafe to attend work.

(f) Mourner

An Employee shall be granted time off to attend a funeral as a mourner where operational requirements permit subject to the approval of the Employer.

24.03 Additional Special Leave beyond eight (8) days per College year may be approved by the Employer.

ARTICLE 25  
LEAVE OF ABSENCE

25.01 The Employer may grant an Employee leave of absence with or without pay for legitimate personal reasons, providing operational requirements and the availability of a suitable replacement will permit.

25.02 A Temporary Employee who has completed twelve (12) consecutive months of employment, without a break in service of more than seven (7) consecutive work days, may apply to take up to a fifteen (15) work day leave of absence without pay in lieu of vacation. The Employer shall grant such a request providing operational requirements permit.

25.03 An Employee on leave is entitled to any salary grid adjustments that occur while he is on leave.

25.04 An Employee may be granted leave of absence without pay for a period of up to one (1) year. Request for Leave of Absence in excess of one year will also be given consideration. Request for such leave shall be made in writing to the Employer at least six (6) weeks prior to the anticipated commencement of the leave.

25.05 An Employee granted a leave without pay in excess of six months will:

- (a) Four (4) weeks prior to his scheduled return, contact the College in writing to confirm his intention to return from leave;
- (b) Give the Department Head or Supervisor at least two (2) weeks notice in writing of the date on which he intends to return.

## ARTICLE 26 PAID HOLIDAYS

26.01 Employees are entitled to one (1) day's paid leave for each of the following holidays:

New Year's Day	Alberta Heritage Day
Family Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing day

3 days at the discretion of the Employer

1 day to be agreed upon by the Employee and Supervisor

26.02 If a holiday falls on a Saturday or a Sunday, it will be observed on the preceding Friday or following Monday as designated in advance by the Employer.

26.03 Where a paid holiday or a day observed as such, falls on an Employee's scheduled day off and the Employee is eligible for the paid holiday under the provisions of this Article, the Employer shall grant either:

- (a) a mutually agreed day off in lieu with pay at his regular rate, or
- (b) pay at his regular rate for the holiday.

26.04 An Employee required to work on a paid holiday, (defined in Article 26.01) will receive pay at his regular rate for the paid holiday, and in addition will be granted either:

- (a) compensating time off at a mutually agreed time in accordance with Article 17 (Overtime), or
- (b) pay in accordance with Article 17 (Overtime) for the actual hours of work performed on the paid holiday.

ARTICLE 27  
ANNUAL VACATIONS

- 27.01 Annual vacation credits will be accrued from the Anniversary date of employment as a Continuing or Term Employee.
- (a) The Vacation Year for all Employees shall be consistent with the College Year, July 1 to June 30<sup>th</sup>.
- 27.02 For the purpose of calculating annual vacation credits for periods of employment of less than one complete year, the following shall apply:
- An Employee shall receive one and one-quarter (1 1/4) work days vacation for each calendar month worked from the commencement of his service, provided that when employment had commenced on or before the fifteenth (15th) day of any month, he shall earn vacation entitlement from the first (1st) of that month and when employment had commenced on or after the sixteenth (16th) day of any month, he shall earn vacation entitlement from the first (1st) day of the following month.
- 27.03 With the exception of General Sickness Leave exceeding twenty-two (22) work days, annual vacation credits will be earned during all other periods authorized leave with pay.
- 27.04 Subject to Article 27.02, the length of vacation granted to each continuing full-time and part-time Employee shall be in accordance to their length of continuous service as follows:
- Years of Continuous Service/Length of Vacation
- |             |              |
|-------------|--------------|
| 1 – 5       | 15 work days |
| 6 – 10      | 20 work days |
| 11 – 24     | 25 work days |
| 25 & beyond | 30 work days |
- 27.05 Subject to Article 27.02, the length of vacation granted to each continuing term, both full-time and part-time Employees shall be in accordance to their length of continuous service as follows:
- Years of Continuous Service/Length of Vacation
- |             |                     |
|-------------|---------------------|
| 1 - 5       | 1.25 days per month |
| 6 - 10      | 1.66 days per month |
| 11 - 24     | 2.08 days per month |
| 25 & beyond | 2.50 days per month |
- 27.06 An Employee who terminates his service or who is terminated shall receive vacation pay in lieu of vacation earned but not taken.
- 27.07 If one or more paid holidays falls during an Employee's vacation period, another day or days may be added at the end of the vacation period.

- 27.08 An Employee shall not be paid cash in lieu of vacation earned, except upon termination in which case he shall receive vacation pay for such vacation earned but not taken.
- 27.09 Subject to the operational requirements of the department, the Employer shall grant an Employee at least three (3) weeks of his annual vacation entitlement during the summer months, where requested.
- 27.10 Where a dispute respecting vacation schedules arises between Employees before a vacation schedule is set, seniority shall govern. Once a vacation schedule is set, any changes must be by mutual agreement between the Employee and the supervisor.
- 27.11 Notwithstanding Article 27.08 unused annual leave may be carried forward to a maximum of one year's credit, however the expectation is that vacation will be taken during the current vacation year. Carryover will only be approved for justifiable reasons by the immediate supervisor. Accumulated annual leave in excess of one year's credit will be paid out at the start of the next College Year (July 1).

ARTICLE 28  
LAYOFF AND RECALL

- 28.01 The following definitions shall apply in this Article:
- (a) Layoff - a separation from employment as a result of lack of work, of other than a Temporary and/or Casual Employees. Layoff may be of a definite nature with an anticipated future recall or of an indefinite nature with no anticipated future recall.
  - (b) Comparable Position - one which is the same with respect to appointment type and employment status, and is allocated to the same Grade Level;
  - (c) Non-Comparable Position - one which is lower with respect to Grade Level, appointment type and/or employment status.
- 28.02 In determining the order of Layoff of Employees, seniority shall govern when all other relevant factors are equal. The application of seniority under this provision shall relate only to Employees employed in the same classification.
- 28.03 The Union and the Chair of the Local shall be notified in writing one week prior to the date of written notice of Layoff to an Employee.
- 28.04 Notice of Layoff, or pay in lieu thereof, shall be as follows:
- (a) Definite Layoff -
    - (i) two (2) weeks if the Employee has been employed for more than three (3) months but less than two (2) years, and shall advise the Employee of the anticipated date of recall; or,
    - (ii) four (4) weeks if the Employee has been employed for two (2) years or more, and shall advise the Employee of the anticipated date of recall.

(b) Indefinite Layoff -

- (i) two (2) weeks if the Employee has been employed for more than three (3) months but less than two (2) years;
- (ii) four (4) weeks if the Employee has been employed for more than two (2) years but less than five (5) years;
- (iii) six (6) weeks if the Employee has been employed for more than five (5) years but less than eight (8) years; and,
- (iv) eight (8) weeks if the Employee has been employed for eight (8) years or more.

28.05 The requirement to provide Layoff notice or pay in lieu shall not apply in the event of a staff reduction caused by labour strikes, or acts of God such as fire, flood, or earthquake, requiring closure of part or all of the operation.

28.06 Benefits may be maintained in accordance with Article 35.06 during a definite Layoff.

28.07 Indefinite Layoff

During the notice period, an Employee shall be entitled to the rights and be subject to the conditions set out in the following Articles:

- (a) The Employee shall be appointed to a vacant Comparable Position, provided the Employee is qualified and able to perform the work available. Competitions for these positions shall be limited to Employees on notice of Layoff or on Layoff during their recall period.
- (b) Should there not be any vacant Comparable Positions available, the Employee has the option of appointment to a vacant Non-Comparable Position, provided the Employee is qualified and able to perform the work available. Competitions for these positions shall be limited to Employees on notice of Layoff or on Layoff during their recall period.
- (c) At the end of the notice period, an Employee who has not been successful in obtaining employment pursuant to Articles 28.07 (a) or (b) shall proceed on Layoff without pay with recall rights as per the schedule in Article 28.10.
- (d) At any time during the notice period, the Employer may direct an Employee to not report for work, and in this event the Employee will retain the rights provided in this Article.
- (e) An Employee who refuses to accept a Comparable Position pursuant to Article 28.07 (a) shall forfeit all rights to the provisions of this Article from the date of such refusal.
- (f) An Employee who obtains employment in a Non-Comparable Position, pursuant to Articles 28.07 (b) or (c), shall retain their rights for appointment or transfer to a Comparable Position, pursuant to Article 28.07 (a) for the remainder of the notice period and the recall period as per the schedule in Article 28.10.

- 28.08 In cases of indefinite Layoff, at the end of the notice period an Employee shall receive pay in lieu of such vacation leave and/or compensatory time-off earned but not taken.
- 28.09 At the end of the notice period an Employee who has not been successful in obtaining employment pursuant to sub Articles 28.07(a) or (b) may elect to waive recall rights and receive severance pay in the amount of three (3) weeks pay for each full year of continuous employment to a maximum of forty-four (44) weeks.
- 28.10 An Employee, on indefinite Layoff shall have the right to be recalled in order of most senior first according to the following schedule:
- (a) one (1) month, for Employees with one (1) or more but less than two (2) years of seniority;
  - (b) two (2) months, for Employees with two (2) or more but less than four (4) years of seniority;
  - (c) three (3) months, for Employees with four (4) or more but less than six (6) years of seniority;
  - (d) four (4) months, for Employees with six (6) or more but less than eight (8) years of seniority;
  - (e) five (5) months, for Employees with eight (8) or more but less than ten (10) years of seniority;
  - (f) six (6) months, for Employees with ten (10) or more years of seniority.
- 28.11 An Employee on indefinite Layoff during the recall period shall be:
- (a) recalled in order of most senior first to any comparable vacant position, provided the Employee is qualified and able to perform the work available. Competitions for these positions shall be limited to such Employees and Employees who have received notice of Layoff;
  - (b) eligible for appointment, in order of most senior first, to any non-comparable vacant position, provided the Employee is qualified and able to perform the work available. Competitions for these positions shall be limited to such Employees and Employees who have received notice of Layoff;
  - (c) considered for Temporary or Casual employment, provided the Employee is qualified and able to perform the work available;
  - (d) An Employee who is recalled to a Non-Comparable Position, pursuant to Article 28.11 (b) shall retain their rights for appointment or transfer to a Comparable Position, pursuant to Article 28.10 (a) for the recall period as per the schedule in Article 28.08.
- 28.12 An Employee not recalled by the end of the recall period shall be released from employment. If the Employee is subsequently rehired as a Continuing or Term Employee within two (2) years of the date of release, the Employee shall be reinstated with all Seniority rights earned up to the date of release.

- 28.13 The Employer may enter into an agreement with one or more Continuing or Term Employees who may request to receive the severance pay as per Article 28.09. Such request may not necessarily result in an offer of the severance pay. If the payment is approved, the Employees will be required to resign at a time acceptable to the Employer. In such cases, the Union and the Local will be notified in writing.
- 28.14 One or more Employees may elect to accept part-time and/or term employment to avoid or reduce the necessity of Layoff. In cases where such an offer is acceptable to the Employer, the Employee so affected shall receive severance pay on a pro rata basis in accordance with Article 28.09 corresponding with the reduction to their full-time and/or continuing employment.
- 28.15 An individual who has received severance payment as per Article 28.09 and subsequently is reappointed to a continuing position shall reimburse to the College an amount equal to the amount of the severance payment received, less the amount he would have received as a salary during the period between termination and rehire.

ARTICLE 28A  
SENIORITY

- 28A.01 Seniority is defined as the length of continuous service with the Employer determined by accumulating paid hours of work (excluding overtime). Seniority shall be applied in determining preference for demotion, promotion, Layoffs, recalls and vacations.
- 28A.02 After completion of the probationary period, Seniority shall be effective from the date of last hire.
- 28A.03 In the event a Temporary or Casual Employee becomes a Continuing or Term Employee without a break in service of longer than fifteen (15) work days and upon successful completion of the probationary period, that Employee's Seniority shall be made retroactive. The retroactive date shall include all periods of employment which is not separated by more than a fifteen (15) work day break in service.
- 28A.04 The Employer shall maintain a Seniority list showing each Employee's accumulated Seniority. A copy of the list shall be sent to the Chairperson of the Chapter annually on April 1<sup>st</sup> of each year, or in the event of lay-offs upon written request. The Union shall have fifteen (15) working days from the date the list is received to challenge any differences. In the absence of a challenge, the Seniority of an Employee as listed shall be deemed to be conclusive.
- 28A.05 An Employee's Seniority will be lost in the following circumstances:
- (a) if the Employee is discharged for just cause;
  - (b) if the Employee resigns or otherwise terminates his service by voluntary act;

- (c) if the Employee is laid off for a period in excess of six (6) months, except as provided for in Article 28.12;
- (d) if, following layoff, the Employee fails to return to work within ten (10) working days after receiving proper notice to do so, except where such failure is for reasons beyond the Employee's control; or,
- (e) if the Employee fails to return to work upon expiration of leave of absence, except where the absence is deemed to be justifiable but in any case the Employee shall notify the Employer of the reason he is unable to return to work within three (3) work days of the expiration of the leave of absence unless the specific circumstances involved prevent the Employee from doing so.

#### ARTICLE 29 ACTING INCUMBENT

- 29.01 To be eligible for acting incumbency pay, an Employee shall be designated to perform the principal duties of the higher level position during which time he may also be required to perform some of the duties of his regular position. An Employee shall be eligible for acting incumbency pay for the total period of acting incumbency.
- 29.02 Where an Employee qualifies in an acting incumbency position, he shall receive a premium of three (3) percent of his regular salary, in addition to his regular salary, or the minimum salary for the classification of the higher level position, whichever is greater. Where an Employee is designated to perform only a portion of the principal duties of a higher level position, the acting incumbent will receive a minimum of three (3) percent of his regular salary in addition to his regular salary, however, any amount in excess of this minimum will be determined by mutual agreement between the Employee and the administrator concerned or by the Employer if mutual agreement is not reached.

#### ARTICLE 30 CASUAL ILLNESS

- 30.01 Casual illness covers absences from work, due to illness, of from one (1) to five (5) working days. Each Employee will be entitled to a maximum of ten (10) working days at the beginning of each College Year.
- 30.02 In the first College year of employment, Casual Sick Leave credits will accrue on time worked at the rate of .83 days/month commencing the first day of employment, to a maximum of ten (10) working days per College year.
- After the third month of employment, leave with pay for each day or portion of a day of absence due to casual illness shall be allowed provided that an Employee has sufficient Casual Illness Credits banked to cover period of absence. An Employee during his 2nd and subsequent years of employment will be entitled to a maximum of ten (10) working days per year.



- 30.03 If an Employee requires time off for the purposes of attending a dental, physiotherapy, optical, psychological, chiropractor or medical appointment, provided he has been given prior authorization by the Department Head or Supervisor and he works one hour in a half day that he is absent for those purposes, such absence shall neither be charged against his Casual Illness entitlement, nor shall a deduction in pay be made for the time lost in the half day in which he attended the appointment. Employees are expected to schedule appointments at times which will least interfere with the Employee's regular working hours.
- 30.04 This Article is subject to Article 32 (Conditions of Sickness Leave Entitlement).

ARTICLE 31  
GENERAL SICKNESS LEAVE

- 31.01 General Sickness" means a sickness which causes an Employee to be absent from duty for a period of more than five (5) consecutive calendar days but shall not exceed seventy five (75) consecutive work days or one hundred and five (105) consecutive calendar days, whichever is the shorter period.
- 31.02 An Employee at the commencement of each year of employment shall be entitled to General Sickness Leave at the specified rates of pay in accordance with the following Articles, and the application of such General Sickness Leave shall be as set out in accordance with Article 31.04:
- (a) Sickness commencing in the first year of employment; one hundred (100) percent of normal salary for each of the first ten (10) work days of sickness and seventy (70) percent of normal salary for each of the next sixty five (65) work days of sickness;
  - (b) Sickness commencing in the second year of employment; one hundred (100) percent of normal salary for each of the first fifteen (15) work days of sickness and seventy (70) percent of normal salary for each of the next sixty (60) work days of sickness;
  - (c) Sickness commencing in the third year of employment; one hundred (100) percent of normal salary for each of the first twenty-five (25) work days of sickness and seventy (70) percent of normal salary for each of the next fifty (50) work days of sickness;
  - (d) Sickness commencing in the fourth year of employment; one hundred (100) percent of normal salary for each of the first thirty-five (35) work days of sickness and seventy (70) percent of normal salary for each of the next forty (40) work days of sickness;
  - (e) Sickness commencing in the fifth year of employment; one hundred (100) percent of normal salary for each of the first forty-five (45) work days of sickness and seventy (70) percent of normal salary for each of the next thirty (30) work days of sickness;

- (f) Sickness commencing in the sixth year of employment or any subsequent year of employment; one hundred (100) percent of normal salary for each of the first seventy five (75) work days of sickness.
- 31.03 Exceptions to the five (5) consecutive calendar day elimination period may be granted in order to assist Employees with a temporary medical accommodation in the form of reduced or restricted hours of work.
- 31.04 An Employee upon return to active work after a period of General Sickness of less than seventy five (75) consecutive work days or one hundred and five (105) consecutive calendar days, whichever is the shorter period, will have any sickness leave days used reinstated. An Employee who returns to active work from a period of General Sickness and who within thirty (30) consecutive calendar days is absent on account of the same or related sickness shall have the two absences treated as one absence for the purposes of eligibility for General Sickness and LTDI benefits.
- 31.05 For purposes of this Article, the maximum period of continuous absence recognized shall be seventy five (75) consecutive work days or one hundred and five (105) consecutive calendar days, whichever is the shorter period. Absences due to sickness or disability in excess of that period shall be subject to Article 33 (Long Term Disability Insurance).
- 31.06 Notwithstanding Article 30 (Casual Illness) or Article 31.02, an Employee is not eligible to receive sickness leave benefits under this Article or Article 30 (Casual Illness) if:
  - (a) the absence is due to an intentional, self-inflicted injury;
  - (b) the absence arises out of riots, participation in disorderly conduct or the commission of a criminal act.
- 31.07 When a day designated as a Paid Holiday under Article 26 (Paid Holidays) falls within a period of General Sickness it shall be debited as a day(s) of General Sickness and under no circumstances shall an Employee be authorized both a day(s) of General Sickness and a holiday(s) for the same day(s).
- 31.08 This Article is subject to Article 32 (Conditions of Sickness Leave Entitlement).

## ARTICLE 32

### CONDITIONS OF SICKNESS LEAVE ENTITLEMENT

- 32.01 Sickness means any sickness, injury or quarantine restriction experienced by an Employee or accident covered by Workers' Compensation.
- 32.02 When an absence on account of sickness continues from one employment year to the next employment year, the period of leave with pay in respect to that absence is determined according to the employment year in which the absence commenced.

- 32.03 An Employee who is unable to report for duty due to sickness is required to inform his immediate Supervisor as soon as he is aware he will be unable to report to duty at the scheduled time but in any event no later than the time he was scheduled to report for duty.
- 32.04 An Employee may be required to provide acceptable proof of sickness for absence and for sick leave entitlement. If there is a direct cost to the Employee that is associated with providing the proof required by the Employer, it shall be paid by the Employer to a maximum of fifty dollars (\$50.00).
- 32.05 Any absence of ten (10) or more days (General Sickness Leave) may require a medical form to support 'General Illness Benefits' fully completed by a physician. Any physician charges for completing the form will be paid by the Employer.
- 32.06 As a consequence of the benefits provided, the Employer shall retain the full amount of any premium rebate allowable on Employment Insurance by Human Resources Development Canada.
- 32.07 When an Employee has been on General Sickness Leave and wishes to return to work, the Employer may require the Employee to provide medical evidence stating that the Employee is fit to perform all regular duties prior to the Employee's return to work.
- 32.08 The Employer may require that an Employee be examined by a medical board:
- (a) in the case of prolonged or frequent absence due to general sickness, or
  - (b) when the Employer considers that an Employee is unable to satisfactorily perform his duties due to disability or sickness.
- 32.09 An Employee required to be examined by a medical board shall be entitled to have his personal physician or other physician of his choice to be a member of the medical board or act as his counsel before a medical board. Expenses incurred under this Article shall be paid by the Employer. A copy of the report of the medical board shall be sent to the Employee's physician.
- 32.10 When an Employee has been examined by a medical board and is also applying for LTDI benefits, a copy of the report of the medical board shall be considered as part of the Employee's application.
- 32.11 The Parties agree that benefits as provided for in Articles 30 (Casual Illness) and 31 (General Sickness Leave) are intended only for the purpose of protecting an Employee from loss of income when the Employee is ill.
- 32.12 An Employee may be disqualified from receiving benefits under General Sickness Leave and/or Long Term Disability Insurance Plan if he refuses to accept work which, in the opinion of a medical board, he is capable of performing.
- 32.13 The Employer shall not be obligated to re-employ an Employee who has been absent from work on Long Term Disability for a twenty-four month period or longer.

ARTICLE 33  
LONG TERM DISABILITY INSURANCE PLAN (LTDI)

- 33.01 The Employer will make arrangements for a Long Term Disability Insurance Plan through a policy in the name of the Employer, with a private Insurance Company, to insure all applicable eligible Employees are covered by this Agreement.
- 33.02 The Employees shall pay the cost of providing the benefits covered under the Plan.
- 33.03 The eligibility of an Employee to participate in the Long Term Disability Insurance Plan is subject to Article 2 (Application of Agreement) and all eligible Employees shall be covered in accordance with the provisions of the Insurance Policy.
- 33.04 An eligible Employee who becomes ill or disabled and who, as a result of such illness or disability, is absent from work for a period of seventy five (75) consecutive work days or one hundred and five (105) consecutive calendar days, whichever is the shorter period, may apply for Long Term Disability Insurance Benefits as provided under the Long Term Disability Insurance Plan. The final ruling as to whether or not the claimant's disability is of a nature which is eligible for benefits within the interpretation of the provisions of the Insurance Policy shall be made by the Insurance Company's claims adjudicator.
- 33.05 Long Term Disability benefits payable under the provisions of the Long Term Disability Insurance Plan, will entitle an Employee with a qualifying disability, to a total income from sources specified under the Plan of not less than seventy (70) percent of his normal salary earned as an Employee of the Employer at the time of commencement of absence pursuant to Article 33.04, up to a maximum of fifty-five hundred dollars (\$5,500.00) per month.
- 33.06 An Employee who receives Long Term Disability benefits and who at the commencement of the absence due to disability or illness, is participating in the Group Life Insurance Plan, the Extended Health Care Plan and the Dental Plan, shall continue to be covered under these Plans throughout the total period the Employee is receiving Long Term Disability benefits as per the master policy of the insurance carrier.
- 33.07 While this Article provides a general description of the Long Term Disability Insurance Plan the eligibility for and the entitlement to and the level of benefits will be governed by the Insurance Policy which contains all governing terms of the Long Term Disability Insurance Plan. The Employer is in no manner whatsoever to be considered the Insurer of the Plan or any of the benefits to be received thereunder.

ARTICLE 34  
GROUP LIFE INSURANCE

- 34.01 The eligibility of Employees to participate in the Group Life Insurance Plan is subject to Article 2 (Application of Agreement) and participation is a condition of employment for all eligible Employees.
- 34.02 The Employer shall provide and maintain a Basic Group Insurance Plan for eligible Employees in accordance with the Plan, which is currently in effect.
- 34.03 The Employer will pay seventy-five percent (75%) and the Employee will pay twenty-five percent (25%) of the monthly premium costs for the insurance pursuant to Article 34.02.
- 34.04 The eligibility for and the entitlement to benefits under this Article will be governed by the Insurance Policy. The Employer is in no manner to be considered to be the Insurer under the Group Life Insurance Policy or of any of the benefits to be received thereunder.

ARTICLE 35  
HEALTH PLAN BENEFITS

- 35.01 Alberta Health Care Plan  
During the term of this agreement the Employees will pay 100 % of the premiums for the Alberta Health Care Plan.
- 35.02 Extended Health Care Plan  
Subject to Article 2 (Application of Agreement) the Employer shall provide and maintain an Extended Health Care Plan in accordance with the plan which is currently in effect and shall make contributions on behalf of Employees participating in the plan as outlined below:
- | FULL TIME                        | PART TIME                        |
|----------------------------------|----------------------------------|
| Employer - 85 % of plan premiums | Employer - 70 % of plan premiums |
| Employee - 15 % of plan premiums | Employee - 30 % of plan premiums |
- 35.03 Dental Plan  
Subject to Article 2 (Application of Agreement) the Employer shall provide and maintain a Dental Plan in accordance with the plan currently in place, and shall make contributions on behalf of Employees participating in the plan as outlined below:
- |                                  |
|----------------------------------|
| Employer - 85 % of plan premiums |
| Employee - 15 % of plan premiums |
- 35.04 The Employer shall make available to all Employees an information package on the Extended Health Care Plan and the Dental Plan identifying Employee entitlements.

- 35.05 Should an Employee have comparable coverage through their spouse's employment, the Employee may decline to participate in the Alberta Health Care Plan, the Extended Health Care Plan and the Dental Plan by signing a waiver of coverage form. Coverage ceases at the earliest of termination of employment or retirement. In the event of an Employee's death, coverage will continue for eligible dependents for a period of two (2) years following the death.
- 35.06 The eligibility for and the eligibility to any of the benefits under this Article will be governed by the terms of the various Plans referred to. The Employer is in no manner to be considered to be the Insurer under any of the plans or of any of the benefits to be received.
- 35.07
- (a) Notwithstanding anything to the contrary in this agreement, the Employer is not required to contribute to the cost of the monthly premiums for any of the Benefit Plans including Alberta Health Care, Extended Health Care and Dental Plans, and Long Term Disability, Group Life, Accidental Death and Dismemberment during any period an Employee is on leave of absence without pay or on lay-off for a period in excess of fifteen (15) consecutive working days.
  - (b) An Employee proceeding on leave of absence without pay for more than fifteen (15) working days shall have the option of maintaining coverage on the Benefit Plans or opting out of coverage for all benefits provided such option is exercised prior to the last day of work. The Long Term Disability, Group Life, Accidental Death and Extended Health Care and Dental Plans must be taken as a package and not selected on an individual plan basis. The Employees shall be responsible for the full payment of premiums during the total period of leave of absence. Coverage may be maintained for a maximum of one (1) year, except in the cases of Long Term Disability in which coverage may be maintained for a six-month (6) maximum. In the event an Employee does not exercise his option coverage shall cease.
  - (c) An Employee on definite lay-off shall have the option of maintaining coverage on the Benefit Plans or opting out of coverage for all benefits provided such option is exercised prior to the last day of work. The Long Term Disability, Group Life Accidental Death and Dismemberment, Extended Health Care and Dental Plans must be taken as a package and not selected on an individual plan basis. The Employee shall be responsible for the full payment of premiums during the total period of layoff. In the event an Employee does not exercise his option, coverage shall cease.

35.08 Flexible Spending Account

- (a) The annual Flexible Spending Account (FSA) includes a health and/or wellness option. Effective July 1, 2019, the College will allocate nine hundred dollars (\$900.00) per College year per Employee participating in the Standard Benefit Plan. The FSA for Part-time Employees shall be increased to four hundred and fifty dollars (\$450.00). Effective July 1, 2019, there will be a one year carry forward of unused credits. Employees will need to identify their preferred option prior to the next fiscal year.

Should an Employee leave the Employer's employment, a pro-rated amount will be deducted from the final pay. This deduction will be based on the number of months remaining in the benefit year. No deduction is due if the amount is negative.

ARTICLE 36  
COLLEGE COURSES

36.01 Subject to Article 36.03, tuition fees for credit courses taken at the Lethbridge College by a full-time Continuing or Term Employee shall be waived.

36.02 Subject to Article 36.03, tuition fees for credit courses taken at the Lethbridge College by a part-time Continuing or Term Employee shall be waived to the extent of fifty percent (50%) of the normal tuition fee.

36.03 All eligible Employees must satisfy all normal and prevailing academic and registration requirements. If the Employee does not successfully complete the course, the Employee must reimburse the College for any fees waived. All courses must be relevant to the Employee's job or career path subject to approval of their immediate supervisor.

36.04 In order for Employees to undertake professional development, the College will agree to allow Employees to alter daily work schedules to accommodate enrollment in credit courses offered during the Employees regular scheduled hours of work.

The following conditions will apply:

- (a) Approval must be obtained from the administrator responsible for the department, together with the Human Resource office, prior to enrollment. College operational requirements will be given priority.
- (b) Alterations to work schedule must be approved by the immediate supervisor with make up time to be done prior to or immediately following regularly scheduled shift.
- (c) Approval will only be given for enrollment in daytime courses, provided they are not offered through evening programming.
- (d) The above conditions will apply to "off shift" Employees for evening courses, if the course is not offered during the day.

ARTICLE 37  
TRAVEL AND SUBSISTENCE

- 37.01 Employees who incur travel and subsistence expenses in the performance of authorized College business shall be reimbursed for those expenses in accordance with the current Travel, Meal and Hospitality Expenses and Public Disclosure Policy.

ARTICLE 38  
BEHAVIOURAL HEALTH

- 38.01 The Employer is concerned with the problems of behavioral health and will continue to assist Employees in this regard.
- 38.02 For the purpose of this Article, a behavior health problem is defined as a physical or mental condition, which affects the performance of an Employee so as to make his work unacceptable in a way that could be documented. Further, the Parties recognize a behavioral health problem as a condition which can respond to therapy and treatment; therefore, an absence from duty due to such therapy or treatment shall be subject to the illness provisions of this Agreement provided the Employer is satisfied the Employee is participating in a recognized program of therapy and treatment.
- 38.03 The Parties further agree to an exchange of information where applicable, pertinent to the treatment and progress of an Employee during such treatment provided that such Employee consents to an exchange of information.

ARTICLE 39  
SAFETY AND HEALTH

- 39.01 The Employer and the Union agree to participate in a Joint college safety committee comprised of equal representation from the Employer, the Union, the Faculty Association and student representation if requested, providing student representation will be as a non-voting member.
- 39.02 The parties acknowledge that they are bound by the *Alberta Occupational Health and Safety Act*. Both the Employer and the Employees recognize their responsibilities to develop and maintain a safe working environment in accordance with the applicable health and safety legislation. Both Employer and Employee shall take reasonable care for the protection of public and Employee health and safety in operation of equipment and the storage or handling of materials and substances.
- 39.03 Where any safety and health concerns arise with respect to the Employees work environment or worksite, such matters shall be referred to the Supervisor.
- 39.04 After an Employee has referred his concerns to the supervisor and if he is not satisfied with the supervisor's response, he may refer his concerns about work or worksite safety to the Chairperson/Co-Chairman of the Joint Safety Committee for investigation.



- 39.05 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 the injury.
- 39.06 The Employer or its designate, shall notify the Chairperson of the Joint Safety Committee or his designate immediately he is made aware of the occurrence on the job of a fatal accident or the serious injury of an Employee.
- 39.07 The Joint Safety Committee shall investigate the Employee's complaint and if they feel additional expertise is required, they may make such recommendations as they feel appropriate, to the Vice-President Corporate Services.

#### ARTICLE 40 PROTECTIVE CLOTHING

- 40.01 Where the Employer determines that coveralls, or other such items should be provided for the protection of the Employee's personal garments, such items shall be provided, replaced and cleaned as required.
- 40.02 Where the Employer requires that personal uniforms be worn, such uniforms shall be provided and replaced by the Employer. Personal uniforms shall be cleaned and maintained by the Employee.
- 40.03 Protective clothing and safety equipment shall be provided by the Employing Department as required by the *Occupational Health and Safety Act* and the Regulations thereto, at no cost to the Employee.
- 40.04 The Joint Safety Committee will determine which positions require safety shoes or boots, and the type of shoe or boot required. The College will pay the maximum of two hundred dollars (\$200.00) for a pair of safety shoes or boots. Replacement shoes or boots will be on an as needed basis and must be approved by the supervisor.

#### ARTICLE 41 IMPLEMENTATION OF SALARY SCHEDULE

- 41.01 Employees shall be paid for work performed at the rates of pay as specified in the appropriate schedules attached hereto and forming part of this Agreement.
- 41.02 All Employees shall be appointed to a Position listed in the Position Class Level Schedule and paid the appropriate hourly rate as set out for that Class Level in the Support Staff Salary Grid.

- 41.03 When an Employee is appointed to a classification level with more than one pay step, the Employee shall be entitled to receive a merit increment at the start of the College Year, July 1, as applicable, and yearly thereafter, provided that minimum service requirements are met, until such time as the maximum pay step for the classification level is reached. In order to qualify for merit increment, an Employee must be actively employed for a minimum of eight (8) full months within the previous College Year to be considered for a full step merit pay increment or four (4) full months for a half (1/2) step merit pay increment.
- Depending upon the normal hours of work for similar full time positions (e.g. 35 hours or 40 hours) a part time Employee must complete either:
- (a) For newly hired Employees who have not completed their probationary period by the start of the College Year (July 1), an increment may be prorated at the completion of their probationary period based on the number of hours worked as per Article 41.03 (b) and (c);
  - (b) twelve hundred (1200) hours subsequent to his last increment date to be considered for a full step merit pay increment or six hundred (600) hours for a one-half (1/2) step merit pay increment,
  - or
  - (c) thirteen hundred and seventy-five (1375) hours subsequent to his last increment date to be considered for a full step merit pay increment or six hundred and eighty-five (685) hours for a half (1/2) step merit pay increment.
- 41.04 All hours worked as a Continuing, Term, Temporary or Casual Employee shall accrue toward merit increments regardless of any service breaks. The hours required by these Employees for increments shall be the same as identified in Article 41.03 (a), (b) and (c) above.
- 41.05 When a full increment or one-half (1/2) of a full increment is withheld, the Employee so affected will be advised, in writing, giving the reasons for such withholding, prior to the due date of the merit increment. Amounts in excess of one full increment per year may be awarded at the sole discretion of the Employer.
- 41.06 Initial Appointments
- Appointments will generally be made at the first step of the salary range attached to the class level of the position, however, the Employer may elect to offer a rate above step 1 of the range, based on their evaluation of training and experience of the candidate.
- 41.07 Promotions
- Where an Employee is being promoted to a position evaluated at least one class level above the previous position, the appointment will be made at the first step of the new class level range, or at the appropriate step in the new class level, which provides the Employee with a minimum of one full step increment.

41.08 Reclassification

- (a) When a position has been re-evaluated upward to a higher classification level, and the incumbent remains in the position, the Employee will be appointed at the first step of the new class level, or at the appropriate step in the new class level, which provides the Employee with a minimum of one full step increment.
- (b) When a position is re-evaluated downward to a lower classification level, and the incumbent remains in the position, the Employee's rate of pay will be frozen until such time as the maximum step of the appropriate class level exceeds the Employee's rate of pay. At that time, the Employee will be placed at the maximum of the range, and be eligible to receive future increases, applied to that point on the salary grid.

41.09 Training Positions

An Employee who may be appointed to a training range, (two (2) class levels below the evaluated class level), may, pending satisfactory progress and performance and upon the recommendation of their Supervisor, move to one full vertical step on the grid after six (6) months and another full vertical step on the grid after twelve (12) months from the date of initial appointment. Succeeding merit increments will be as outlined in Article 41.03 and 41.05.

41.10 Employee's shall be eligible for a Long Service Increment (LSI) provided they;

- (a) have been paid at the maximum salary of their classification for one (1) year, and
- (b) have completed fourteen (14) years of continuous service.

An Employee who meets the requirements for LSI shall be eligible effective the first day of the next College Year.

ARTICLE 42  
RATES OF PAY

42.01 The rates of pay set out in the attached schedule, shall form part of this agreement.

42.02 Overtime that is being claimed in cash and other supplementary pay earned during one pay period will be paid no later than the next pay period.

ARTICLE 43  
CONTINUATION DURING NEGOTIATIONS

43.01 Where notice to commence negotiations is served by either Party under the provisions of the *Act*, this Agreement shall continue in effect until:

- (a) settlement is agreed upon and a new Agreement signed;

- (b) if settlement is not agreed upon, then this Agreement shall remain in effect until a new Agreement is concluded in accordance with the provisions of the *Act*.

#### ARTICLE 44

##### JOB OPPORTUNITIES

- 44.01 Where the Employer decides to fill a vacant position (other than a vacant casual position) covered by this agreement, the vacancy shall be posted on the Lethbridge College internal electronic communication system for a minimum of seven (7) days. The determining factors for filling vacancies shall be job related skills, training, knowledge, experience and other relevant attributes and where these are considered by the Employer to be relatively equal, preference will be given to current Employees.
- 44.02 The Employer shall provide copies of all competition notices to the Chapter.

#### ARTICLE 45

##### DURATION OF AGREEMENT

- 45.01 This Agreement shall take effect July 1, 2017 and remain in full force and effect until June 30, 2020 and from year to year thereafter unless notice is served by either party pursuant to the provisions of the *Act*.
- 45.02 Either party may give the other Party notice in writing of its intention to commence bargaining with a view to amending the Agreement, not less than sixty (60) or more than one hundred and twenty (120) calendar days prior to June 30, 2020. Such notice shall be in accordance with the provisions of the *Act*.

#### ARTICLE 46

##### DELIVERY NOTICE

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

The Vice President, People and Planning  
Lethbridge College  
3000 College Drive South, Lethbridge, Alberta T1K 1L6

and in the case of the Union to:

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

Position Title	Position Grade
Aquaculture Assistant (GSW I)	1
Call In - Clerk/Cashier	1
Casual Classroom Aides (GSW I)	1
Casual Office/Res Staff	1
Casual Program Assistant (GSW I)	1
*Dishwasher	1
General Support Worker I (GSW I)	1
Mentor/Tutor (GSW I)	1
Shelving Assistant	1
SoTL Project Research Asst (GSW I)	1
Student Exp Asst/Orientation	1
Student Ambassador/Off Asst	1
Call In - Clerk/Cashier	2
*Caretaker	2
General Support Worker II (GSW II)	2
*Grounds Worker	2
Citizen Soc Rsrch Lab Asst (GSW II)	2
ESL Monitor (Explore) (GSW II)	2
*Food Services Worker	2
Invigilator (GSW II)	2
PE Building Assistant	2
Regional Campus Support (GSW II)	2
Residence Cleaner	2
General Support Worker III (GSW III)	3
Lead Residence Cleaner	3
Mail/Material Distribution Worker	3
Office Assistant (GSW III)	3
Research Assistant (GSW III)	3
Cashier/Clerk	4
Casual - Circulation Asst (GSW IV)	4
Fitness Assistant/Personal Trainer	4
General Support Worker IV (GSW IV)	4
LINC Educational Assistant (GSW IV)	4
Residence Cleaning Supervisor	4
Administrative Assistant (GSW V)	5
Cashier/Clerk Assistant	5
Database Assistant - Development	5
ECE - Lab Assistant	5

Position Title	Position Grade
Formatter	5
General Support Worker V (GSW V)	5
Office Support (GSW V)	5
Access Services Specialist - Library	6
Accounts Payable Clerk	6
Accounts Receivable Clerk I	6
Administrative Assistant	6
*Caretaking Team Leader	6
Learning Experience Design Assistant	6
*Maintenance Worker	6
Program Assistant - Lakeshore	6
Administrative Assistant	7
Admissions Specialist	7
Cash Receipt Specialist	7
Driver/Receiver/Asst Buyer	7
Exam Accommodations Asst	7
First Response Technician	7
Graphic Designer	7
Instructional Assistant	7
Lab Technician I	7
*Maintenance Worker II	7
*Maintenance Wrkr II-Res	7
Placement Office Assistant	7
Program Assistant	7
Residence Life Service Specialist II	7
Scheduling Specialist II	7
Service Specialist II	7
Service Specialist II-Testing	7
Team Leader PE Building	7
Writer	7
Accounts Payable Technician	8
Accounts Receivable Clerk II	8
Administrative Assistant	8
Athletics Assistant	8
Buyer/Store Clerk	8
Carpentry/Plumbing Technician	8
Dining Room & Events Supervisor	8
Equipment/Lab Technician III	8
Fitness Coordinator	8

Position Title	Position Grade
Health Centre Assistant	8
International Admissions Specialist III	8
Lab Technician III	8
Linc Coordinator	8
Operations Clerk - Bookstore	8
Placement Specialist I	8
Procurement Technician	8
Projects Coordinator - BFFL	8
Receiving Clerk	8
Recruitment Assistant	8
Regional Operations Assistant	8
Scheduling Specialist III	8
Student Exp Specialist	8
Textbook Buyer	8
Welding Technician	8
Admissions Assistant IV	9
Aquaculture Coordinator	9
Articulation Specialist IV	9
Audio-Visual Technologist I	9
Backend Developer (Technologist I)	9
Buyer	9
Draftsperson	9
Educational Development Admin Coordinator	9
Electrical Technician	9
Funding Specialist	9
*Head Groundskeeper (Journeyman I)	9
Help Desk Analyst	9
Information Services Specialist	9
Instructional/Production Assistant	9
*Maint Carpenter (Journeyman I)	9
Marketing Coordinator	9
*Mechanical Maintenance /Grounds Worker (Journeyman I)	9
Media Specialist	9
Placement Specialist II	9
Program Technologist I	9
Recruiter	9
Recruitment & Events Coordinator	9
Senior Admin Assistant	9
Social Media Coordinator	9
Sponsor Specialist	9
*Technician - H.D. Mechanics	9

Position Title	Position Grade
Technologist I	9
*Tool Room Supervisor	9
Accounting Technician	10
Accounts Receivable Supervisor	10
Career & PD Coordinator	10
Coord - Alumni Relations	10
Coordinator - International Services	10
Designer & Acad Techician II	10
Digital Learning Specialist	10
Events & Steward Coordinator	10
Indigenous Student Initiatives & Community Relations Coordinator	10
Indigenous Student Support Coordinator	10
International Student Support Coordinator	10
Lab Technician IV - SPHERE	10
*Power Eng/HVAC Technician	10
Residence & Guest Services Coordinator	10
Tech Integration Specialist (Technologist II)	10
Trainer	10
Academic Strategist	11
Access Specialist	11
Administrative Coordinator	11
Bldg Automation/Steam Engineer	11
Business Process Analyst	11
Career and Academic Advisor	11
Open Enrollment Coordinator	11
Placement Specialist III	11
*Plumber/Building Automation (Journeyman II)	11
*Plumber/Power Engineer (Journeyman II)	11
*Power Engineer/Building Automation (Journeyman II)	11
Program Coordinator - CCE	11
*Proj Automation/Electrician (Journeyman II)	11
Recruitment Communication Specialist	11
Recruitment & Events Coordinator	11
*Refrigeration Mechanic ((Journeyman II)	11
Senior Marketing Specialist	11
Student Experience Coordinator	11
Accessibility Services Coordinator	12
Accountant	12
Audio-Visual Coordinator (Technologist III)	12



Position Title	Position Grade
Technologist III	12
Customer Service Supervisor (Technologist III)	12
First Response Supervisor (Technologist III)	12
Learning Cafe Coordinator	12
LMS/Media Coordinator	12
Science Lab Technician Coordinator V	12
Senior Graphic Designer/Brand Specialist	12
Student Success Coordinator	12
Testing Services Coordinator	12
Web Admin/Analyst (Technologist III)	12
*Bldg/Grnds Maintenance Supervisor (Journeyman III)	13
*Electrical Supervisor (Journeyman III)	13
* Denotes 40 hour/week positions	

**LETTER OF UNDERSTANDING**  
**BETWEEN**  
**THE LETHBRIDGE COLLEGE BOARD OF GOVERNORS**  
**and the**  
**ALBERTA UNION OF PROVINCIAL EMPLOYEES**  
**Local 071/001**  
**Maternity Leave Allowance**

Lethbridge College shall continue the Supplemental Employment Benefit plan (SEB Plan) for Employees on maternity leave under Article 23 of the Agreement and in accordance with the regulations of Human Resources Development Canada.

1. The benefit level will be:  
the difference between Employment Insurance benefit payments and 95% of an Employee's regular salary for the one (1) week prior to, and the six (6) weeks following the date of delivery. When the one (1) week Employment Insurance waiting period occurs within the aforementioned period, the College shall pay 95% of an Employee's regular salary for these one (1) weeks.
2. The combined weekly payments received from the SEB Plan and the weekly rate of Employment Insurance benefits will not exceed 95% of the Employee's weekly earnings.
3. To be eligible for a SEB Plan allowance, an Employee must:
  - a) commence maternity leave prior to the date of delivery;
  - b) apply and be in receipt of Employment Insurance benefits, except that the SEB Plan will provide for payment of 95% of an Employee's regular salary while an Employee is serving the one (1) week Employment Insurance waiting period as indicated in 1 above.
4. SEB Plan payments are contingent upon an Employee meeting the requirements of the SEB Plan.
5. An Employee shall not be eligible for general illness benefits related to maternity for any period when payments are or could have been made under a SEB plan.

**LETTER OF UNDERSTANDING**  
**BETWEEN**  
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**and the**  
**ALBERTA UNION OF PROVINCIAL EMPLOYEES**  
**Local 071/001**

**Casual Employment Reviews**

1. The Employer will produce a listing of casual Employees when requested by the Chapter Chair, which will contain at least the following information:
  - (a) the names of all casual Employees employed during the quarter;
  - (b) the rate of pay for each casual Employee; and
  - (c) the union dues deducted from each casual Employee on a monthly basis.The Employer may provide additional data on the report at its choice.
2. The Parties agree to meet to review the reports for the purpose of ensuring that Article 1.01(h)(vi) is appropriately applied. There will be a maximum of two (2) representatives from each Party.

**LETTER OF UNDERSTANDING**  
**BETWEEN**  
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**and the**  
**ALBERTA UNION OF PROVINCIAL EMPLOYEES**  
**Local 071/001**

**Article 4 Position Review**

1. The parties agree that the placement of Excluded and Administrative Employees currently outside of the bargaining unit will be discussed and reviewed on an as need basis.
2. A human resources representative will meet with Chapter 071/001 executive at the request of the Chapter Chair.
3. The purpose will be to review any new positions established as Excluded or Administrative to determine if any should be properly placed in the bargaining unit. New positions include those not previously reviewed by the Article 4 Review Committee under the previous Collective Agreement (July 1, 2008 - June 30, 2011).
4. Any changes to the placement of a position will be by mutual agreement of the parties. Where agreement cannot be achieved, the Union may pursue a determination application to the Alberta Labour Relations Board.

**LETTER OF UNDERSTANDING**  
**BETWEEN**  
**THE LETHBRIDGE COLLEGE BOARD OF GOVERNORS**  
**and the**  
**ALBERTA UNION OF PROVINCIAL EMPLOYEES**  
**Local 071/001**  
**Mutual Agreement to Adjust FTEs**

WHEREAS the Parties see the mutual value in:

- Defining a process to enable the adjustment of FTEs for Employees where mutually agreed; and
- Developing larger FTEs and more full-time positions where operationally feasible;

The Parties agree as follows:

- 1) At the time of hire or transfer, the Employer shall state, in writing to the Employee, the Employee's current FTE. Pursuant to this Letter of Understanding, such FTE may be amended by mutual agreement between the Employer and the Union.
  - (a) The process for requesting a change to FTEs shall be as follows:
    - (i) Employees may request to increase or decrease the Employee's FTE. The Employer shall advise the Union of such request.
    - (ii) Employers may offer to increase an Employee's FTE following consultation with the Union.
    - (iii) The determining factors for increasing FTEs shall be job related skills, training, knowledge, experience and other relevant attributes and where these are considered by the Employer to be relatively equal, the increased FTEs will be awarded to the most senior Employee requesting an increase.
  - (b) Where mutual agreement is reached in accordance with Point 1(a) above:
    - (i) Regular hours of work for that classification within the bargaining unit shall not be reduced;
    - (ii) Amendments to FTEs will be limited to the work area from which the original request was received.
    - (iii) Such changes shall be confirmed in writing to the Employee, and a copy shall be provided to the Union.
- 2) Mutual agreement to amend FTEs shall not be considered a violation of the posting provisions of Article 44.
- 3) Where mutual agreement is not reached to amend FTEs, the strict provisions of this Collective Agreement shall apply.

- 4) If this Letter of Understanding expires and is not renewed any changes to an Employee's FTE which have resulted from the application of this Letter of Understanding shall remain in effect subject to the terms of this Collective Agreement.

# **SUPPORT STAFF SALARY GRIDS**

**July 1, 2017 - June 30, 2020**

<b>Year 1</b>	<b>July 1, 2017 to June 30, 2018</b>	<b>0% increase</b>
<b>Year 2</b>	<b>July 1, 2018 to June 30, 2019</b>	<b>0% increase</b>
<b>Year 3</b>	<b>July 1, 2019 to June 30, 2020</b>	<b>Wage Re-Opener</b>

The Parties agree that the only items open for negotiation during the wage re-opener year shall be:

(a) The general wage increase payable in Year 3 (July 1, 2019 to June 30, 2020) of the Collective Agreement, detailed in the Salary Grids

This Wage Re-Opener shall not be construed in any way as "opening the agreement" for negotiation on any other issues by either Party.

If the Parties have not been able to agree upon the items above in a reasonable amount of time, either Party may give written notice to the other Party of its desire to submit resolution of the item(s) to interest arbitration before a three-member panel comprised of a nominee of both parties and a chair chosen by the parties.

If the parties are unable to agree upon the chair, the Director of Mediation Services shall choose the chair from among the arbitrators chosen as per the above.

## **HOURLY GRID**

<b>POINT BAND</b>	<b>CLASS LEVEL</b>	<b>1</b>	<b>1.5</b>	<b>2</b>	<b>2.5</b>	<b>3</b>	<b>3.5</b>	<b>4</b>	<b>4.5</b>	<b>5</b>	<b>LSI</b>
299	1	\$15.65	\$16.34	\$16.67	\$17.14	\$17.49	\$17.87	\$18.27	\$18.61	\$18.96	\$19.55
349	2	\$16.70	\$17.09	\$17.46	\$17.81	\$18.19	\$18.60	\$18.96	\$19.39	\$19.76	\$20.16
399	3	\$17.86	\$18.25	\$18.62	\$18.99	\$19.40	\$19.83	\$20.24	\$20.70	\$21.10	\$21.53
449	4	\$19.07	\$19.49	\$19.88	\$20.28	\$20.74	\$21.19	\$21.61	\$22.11	\$22.53	\$22.98
499	5	\$20.35	\$20.79	\$21.23	\$21.67	\$22.14	\$22.61	\$23.09	\$23.57	\$24.07	\$24.55
549	6	\$21.71	\$22.19	\$22.64	\$23.12	\$23.63	\$24.14	\$24.67	\$25.17	\$25.68	\$26.20
599	7	\$23.16	\$23.68	\$24.18	\$24.70	\$25.22	\$25.77	\$26.29	\$26.86	\$27.43	\$27.97
649	8	\$24.75	\$25.28	\$25.81	\$26.36	\$26.91	\$27.50	\$28.08	\$28.67	\$29.27	\$29.86
699	9	\$26.42	\$26.97	\$27.54	\$28.13	\$28.73	\$29.38	\$30.13	\$30.63	\$31.25	\$31.88
749	10	\$28.21	\$28.81	\$29.42	\$30.03	\$30.69	\$31.33	\$32.01	\$32.69	\$33.35	\$34.02
799	11	\$30.10	\$30.76	\$31.39	\$32.06	\$32.76	\$33.45	\$34.17	\$34.89	\$35.61	\$36.32
849	12	\$32.12	\$32.83	\$33.54	\$34.24	\$34.97	\$35.70	\$36.45	\$37.26	\$38.01	\$38.77
899	13	\$34.30	\$35.05	\$35.79	\$36.53	\$37.32	\$38.13	\$38.93	\$39.77	\$40.57	\$41.38
950	14	\$36.60	\$37.44	\$38.28	\$39.16	\$40.06	\$40.97	\$41.90	\$42.86	\$43.83	\$44.84
Resident Assistant		320.29									
Head Resident Assistant		955.34									

**35 HOUR MONTHLY**

POINT BAND	CLASS LEVEL	1	1.5	2	2.5	3	3.5	4	4.5	5	LSI
299	1	\$2,373.79	\$2,479.12	\$2,527.93	\$2,599.40	\$2,651.02	\$2,710.39	\$2,769.79	\$2,821.40	\$2,877.81	\$2,964.15
349	2	\$2,533.08	\$2,592.17	\$2,646.11	\$2,700.06	\$2,759.15	\$2,820.81	\$2,877.32	\$2,941.55	\$2,998.06	\$3,058.04
399	3	\$2,707.76	\$2,766.85	\$2,823.37	\$2,882.47	\$2,944.12	\$3,008.35	\$3,069.99	\$3,139.35	\$3,201.03	\$3,265.04
449	4	\$2,890.17	\$2,954.40	\$3,016.06	\$3,075.13	\$3,144.50	\$3,213.87	\$3,278.09	\$3,352.60	\$3,416.84	\$3,485.16
499	5	\$3,085.44	\$3,152.21	\$3,219.01	\$3,285.79	\$3,357.74	\$3,429.67	\$3,501.61	\$3,576.10	\$3,650.60	\$3,723.62
549	6	\$3,293.50	\$3,365.44	\$3,434.80	\$3,506.73	\$3,583.82	\$3,660.87	\$3,740.52	\$3,817.58	\$3,894.67	\$3,972.56
599	7	\$3,514.44	\$3,591.52	\$3,668.60	\$3,745.66	\$3,825.28	\$3,907.51	\$3,987.15	\$4,074.49	\$4,159.26	\$4,242.46
649	8	\$3,753.36	\$3,833.00	\$3,915.21	\$3,997.44	\$4,082.20	\$4,172.13	\$4,259.47	\$4,349.05	\$4,439.29	\$4,528.09
699	9	\$4,007.70	\$4,089.92	\$4,177.26	\$4,267.19	\$4,357.08	\$4,454.70	\$4,571.54	\$4,644.82	\$4,739.87	\$4,834.67
749	10	\$4,277.44	\$4,369.92	\$4,462.42	\$4,554.91	\$4,655.09	\$4,752.74	\$4,852.90	\$4,958.25	\$5,058.43	\$5,159.60
799	11	\$4,565.18	\$4,665.38	\$4,760.43	\$4,860.62	\$4,968.53	\$5,073.84	\$5,181.75	\$5,292.22	\$5,400.12	\$5,508.12
849	12	\$4,870.91	\$4,978.79	\$5,086.70	\$5,192.02	\$5,302.51	\$5,415.53	\$5,528.56	\$5,651.88	\$5,764.92	\$5,880.21
899	13	\$5,202.33	\$5,315.33	\$5,425.80	\$5,541.43	\$5,659.60	\$5,782.91	\$5,903.65	\$6,032.11	\$6,152.85	\$6,275.90
950	14	\$5,550.89	\$5,677.45	\$5,806.90	\$5,939.29	\$6,074.70	\$6,213.20	\$6,354.87	\$6,499.75	\$6,647.95	\$6,799.52
Resident Assistant			\$320.29								
Head Resident Assistant			\$955.34								



**35 HOUR ANNUAL**

<b>POINT BAND</b>	<b>CLASS LEVEL</b>	<b>1</b>	<b>1.5</b>	<b>2</b>	<b>2.5</b>	<b>3</b>	<b>3.5</b>	<b>4</b>	<b>4.5</b>	<b>5</b>	<b>LSI</b>
<b>299</b>	<b>1</b>	\$28,485.43	\$29,749.43	\$30,335.20	\$31,192.80	\$31,812.25	\$32,524.72	\$33,237.47	\$33,856.77	\$34,533.76	\$35,569.86
<b>349</b>	<b>2</b>	\$30,396.91	\$31,105.99	\$31,753.34	\$32,400.70	\$33,109.78	\$33,849.71	\$34,527.79	\$35,298.58	\$35,976.66	\$36,696.43
<b>399</b>	<b>3</b>	\$32,493.14	\$33,202.22	\$33,880.42	\$34,589.65	\$35,329.44	\$36,100.24	\$36,839.89	\$37,672.26	\$38,412.34	\$39,180.48
<b>449</b>	<b>4</b>	\$34,682.07	\$35,452.74	\$36,192.67	\$36,901.61	\$37,733.98	\$38,566.49	\$39,337.14	\$40,231.24	\$41,002.03	\$41,821.90
<b>499</b>	<b>5</b>	\$37,025.32	\$37,826.55	\$38,628.07	\$39,429.45	\$40,292.83	\$41,156.04	\$42,019.28	\$42,913.24	\$43,807.20	\$44,683.49
<b>549</b>	<b>6</b>	\$39,522.03	\$40,385.25	\$41,217.62	\$42,080.73	\$43,005.81	\$43,930.50	\$44,886.30	\$45,810.97	\$46,736.07	\$47,670.75
<b>599</b>	<b>7</b>	\$42,173.31	\$43,098.26	\$44,023.22	\$44,947.89	\$45,903.41	\$46,890.09	\$47,845.76	\$48,893.87	\$49,911.13	\$50,909.46
<b>649</b>	<b>8</b>	\$45,040.32	\$45,995.99	\$46,982.52	\$47,969.33	\$48,986.45	\$50,065.55	\$51,113.67	\$52,188.61	\$53,271.48	\$54,337.09
<b>699</b>	<b>9</b>	\$48,092.36	\$49,079.02	\$50,127.14	\$51,206.25	\$52,284.94	\$53,456.35	\$54,858.52	\$55,737.87	\$56,878.43	\$58,016.05
<b>749</b>	<b>10</b>	\$51,329.26	\$52,439.10	\$53,549.07	\$54,658.91	\$55,861.04	\$57,032.86	\$58,234.85	\$59,498.98	\$60,701.12	\$61,915.19
<b>799</b>	<b>11</b>	\$54,782.20	\$55,984.60	\$57,125.17	\$58,327.43	\$59,622.41	\$60,886.14	\$62,180.98	\$63,506.69	\$64,801.40	\$66,097.50
<b>849</b>	<b>12</b>	\$58,450.88	\$59,745.45	\$61,040.43	\$62,304.28	\$63,630.13	\$64,986.42	\$66,342.70	\$67,822.58	\$69,179.01	\$70,562.54
<b>899</b>	<b>13</b>	\$62,428.00	\$63,784.01	\$65,109.59	\$66,497.15	\$67,915.15	\$69,394.89	\$70,843.75	\$72,385.35	\$73,834.21	\$75,310.74
<b>950</b>	<b>14</b>	\$66,610.72	\$68,129.37	\$69,682.77	\$71,271.48	\$72,896.46	\$74,558.43	\$76,258.49	\$77,997.05	\$79,775.36	\$81,594.26
Resident Assistant			\$320.29								
Head Resident Assistant			\$955.34								

**40 HOUR MONTHLY**

<b>POINT BAND</b>	<b>CLASS LEVEL</b>	<b>1</b>	<b>1.5</b>	<b>2</b>	<b>2.5</b>	<b>3</b>	<b>3.5</b>	<b>4</b>	<b>4.5</b>	<b>5</b>	<b>LSI</b>
299	1	\$2,712.90	\$2,833.28	\$2,889.07	\$2,970.74	\$3,029.74	\$3,097.59	\$3,165.47	\$3,224.45	\$3,288.93	\$3,387.61
349	2	\$2,894.94	\$2,962.48	\$3,024.13	\$3,085.78	\$3,153.31	\$3,223.78	\$3,288.36	\$3,361.77	\$3,426.35	\$3,494.90
399	3	\$3,094.58	\$3,162.12	\$3,226.71	\$3,294.25	\$3,364.71	\$3,438.12	\$3,508.56	\$3,587.83	\$3,658.32	\$3,731.47
449	4	\$3,303.06	\$3,376.45	\$3,446.92	\$3,514.44	\$3,593.71	\$3,673.00	\$3,746.40	\$3,831.55	\$3,904.95	\$3,983.04
499	5	\$3,526.22	\$3,602.53	\$3,678.86	\$3,755.19	\$3,837.41	\$3,919.62	\$4,001.84	\$4,086.97	\$4,172.11	\$4,255.57
549	6	\$3,764.00	\$3,846.22	\$3,925.49	\$4,007.69	\$4,095.79	\$4,183.86	\$4,274.89	\$4,362.95	\$4,451.05	\$4,540.07
599	7	\$4,016.50	\$4,104.60	\$4,192.69	\$4,280.75	\$4,371.75	\$4,465.72	\$4,556.74	\$4,656.56	\$4,753.44	\$4,848.52
649	8	\$4,289.55	\$4,380.57	\$4,474.53	\$4,568.51	\$4,665.38	\$4,768.15	\$4,867.97	\$4,970.34	\$5,073.47	\$5,174.96
699	9	\$4,580.22	\$4,674.19	\$4,774.01	\$4,876.79	\$4,979.52	\$5,091.08	\$5,224.62	\$5,308.37	\$5,416.99	\$5,525.34
749	10	\$4,888.50	\$4,994.20	\$5,099.91	\$5,205.61	\$5,320.10	\$5,431.70	\$5,546.18	\$5,666.57	\$5,781.06	\$5,896.69
799	11	\$5,217.35	\$5,331.87	\$5,440.49	\$5,554.99	\$5,678.33	\$5,798.68	\$5,922.00	\$6,048.26	\$6,171.56	\$6,295.00
849	12	\$5,566.75	\$5,690.04	\$5,813.37	\$5,933.74	\$6,060.01	\$6,189.18	\$6,318.35	\$6,459.29	\$6,588.48	\$6,720.24
899	13	\$5,945.52	\$6,074.67	\$6,200.91	\$6,333.06	\$6,468.11	\$6,609.04	\$6,747.02	\$6,893.84	\$7,031.83	\$7,172.45
950	14	\$6,343.88	\$6,488.51	\$6,636.45	\$6,787.76	\$6,942.52	\$7,100.80	\$7,262.71	\$7,428.29	\$7,597.65	\$7,770.88
Resident Assistant			\$320.29								
Head Resident			\$955.34								

**40 HOUR ANNUAL**

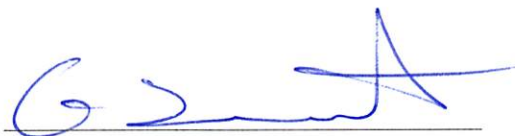
POINT BAND	CLASS LEVEL	1	1.5	2	2.5	3	3.5	4	4.5	5	LSI
299	1	\$32,554.78	\$33,999.34	\$34,668.78	\$35,648.92	\$36,356.86	\$37,171.11	\$37,985.68	\$38,693.46	\$39,467.14	\$40,651.26
349	2	\$34,739.33	\$35,549.71	\$36,289.53	\$37,029.38	\$37,839.74	\$38,685.38	\$39,460.32	\$40,341.24	\$41,116.18	\$41,938.77
399	3	\$37,135.02	\$37,945.39	\$38,720.49	\$39,531.02	\$40,376.50	\$41,257.41	\$42,102.73	\$43,054.01	\$43,899.80	\$44,777.69
449	4	\$39,636.66	\$40,517.41	\$41,363.05	\$42,173.27	\$43,124.55	\$44,075.99	\$44,956.74	\$45,978.56	\$46,859.46	\$47,796.45
499	5	\$42,314.66	\$43,230.35	\$44,146.36	\$45,062.23	\$46,048.94	\$47,035.49	\$48,022.05	\$49,043.70	\$50,065.37	\$51,066.85
549	6	\$45,168.03	\$46,154.59	\$47,105.86	\$48,092.27	\$49,149.50	\$50,206.27	\$51,298.63	\$52,355.40	\$53,412.66	\$54,480.85
599	7	\$48,198.06	\$49,255.15	\$50,312.25	\$51,369.00	\$52,461.04	\$53,588.67	\$54,680.86	\$55,878.70	\$57,041.29	\$58,182.25
649	8	\$51,474.65	\$52,566.84	\$53,694.31	\$54,822.10	\$55,984.51	\$57,217.78	\$58,415.62	\$59,644.13	\$60,881.68	\$62,099.54
699	9	\$54,962.69	\$56,090.31	\$57,288.15	\$58,521.42	\$59,754.22	\$61,092.97	\$62,695.45	\$63,700.42	\$65,003.92	\$66,304.07
749	10	\$58,662.03	\$59,930.41	\$61,198.95	\$62,467.32	\$63,841.19	\$65,180.41	\$66,554.11	\$67,998.84	\$69,372.70	\$70,760.23
799	11	\$62,608.24	\$63,982.42	\$65,285.90	\$66,659.92	\$68,139.91	\$69,584.16	\$71,063.98	\$72,579.07	\$74,058.75	\$75,540.01
849	12	\$66,800.99	\$68,280.51	\$69,760.49	\$71,204.89	\$72,720.15	\$74,270.19	\$75,820.23	\$77,511.51	\$79,061.71	\$80,642.92
899	13	\$71,346.29	\$72,896.01	\$74,410.95	\$75,996.74	\$77,617.32	\$79,308.45	\$80,964.29	\$82,726.10	\$84,381.95	\$86,069.42
950	14	\$76,126.52	\$77,862.14	\$79,637.45	\$81,453.12	\$83,310.24	\$85,209.64	\$87,152.56	\$89,139.49	\$91,171.85	\$93,250.60
Resident Assistant			\$320.29								
Head Resident Assistant			\$955.34								

IN WITNESS WHEREOF the Parties through their authorized offices have hereto set their hands and seals on the day and year shown below.

Dated at LETHBRIDGE, ALBERTA this 18<sup>th</sup> day of July, 2019.

THE ALBERTA UNION OF  
PROVINCIAL EMPLOYEES

THE BOARD OF GOVERNORS OF  
LETHBRIDGE COLLEGE



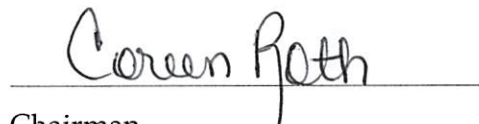
President



Board Chairman



Chairman,  
Negotiating Committee



Chairman,  
Negotiating Committee



President

## July 1, 2017 - June 30, 2020

<b>Year 1</b>	<b>July 1, 2017 to June 30, 2018</b>	<b>0% increase</b>
<b>Year 2</b>	<b>July 1, 2018 to June 30, 2019</b>	<b>0% increase</b>
<b>Year 3</b>	<b>July 1, 2019 to June 30, 2020</b>	<b>Wage Re-Opener</b>

The Parties agree that the only items open for negotiation during the wage re-opener year shall be:

(a) The general wage increase payable in Year 3 (July 1, 2018 to June 30, 2020) of the Collective Agreement, detailed in the Salary Grids

This Wage Re-Opener shall not be construed in any way as "opening the agreement" for negotiation on any other issues by either Party.

If the Parties have not been able to agree upon the items above in a reasonable amount of time, either Party may give written notice to the other Party of its desire to submit resolution of the item(s) to interest arbitration before a three-member panel comprised of a nominee of both parties and a chair chosen by the parties.

If the parties are unable to agree upon the chair, the Director of Mediation Services shall choose the chair from among the arbitrators chosen as per the above.

## HOURLY GRID

POINT BAND	CLASS LEVEL	1	1.5	2	2.5	3	3.5	4	4.5	5	LSI
299	1	\$15.81	\$16.50	\$16.84	\$17.31	\$17.66	\$18.05	\$18.45	\$18.80	\$19.15	\$19.75
349	2	\$16.87	\$17.26	\$17.63	\$17.99	\$18.37	\$18.79	\$19.15	\$19.58	\$19.96	\$20.36
399	3	\$18.04	\$18.43	\$18.81	\$19.18	\$19.59	\$20.03	\$20.44	\$20.91	\$21.31	\$21.75
449	4	\$19.26	\$19.68	\$20.08	\$20.48	\$20.95	\$21.40	\$21.83	\$22.33	\$22.76	\$23.21
499	5	\$20.55	\$21.00	\$21.44	\$21.89	\$22.36	\$22.84	\$23.32	\$23.81	\$24.31	\$24.80
549	6	\$21.93	\$22.41	\$22.87	\$23.35	\$23.87	\$24.38	\$24.92	\$25.42	\$25.94	\$26.46
599	7	\$23.39	\$23.92	\$24.42	\$24.95	\$25.47	\$26.03	\$26.55	\$27.13	\$27.70	\$28.25
649	8	\$25.00	\$25.53	\$26.07	\$26.62	\$27.18	\$27.78	\$28.36	\$28.96	\$29.56	\$30.16
699	9	\$26.68	\$27.24	\$27.82	\$28.41	\$29.02	\$29.67	\$30.43	\$30.94	\$31.56	\$32.20
749	10	\$28.49	\$29.10	\$29.71	\$30.33	\$31.00	\$31.64	\$32.33	\$33.02	\$33.68	\$34.36
799	11	\$30.40	\$31.07	\$31.70	\$32.38	\$33.09	\$33.78	\$34.51	\$35.24	\$35.97	\$36.68
849	12	\$32.44	\$33.16	\$33.88	\$34.58	\$35.32	\$36.06	\$36.81	\$37.63	\$38.39	\$39.16
899	13	\$34.64	\$35.40	\$36.15	\$36.90	\$37.69	\$38.51	\$39.32	\$40.17	\$40.98	\$41.79
950	14	\$36.97	\$37.81	\$38.66	\$39.55	\$40.46	\$41.38	\$42.32	\$43.29	\$44.27	\$45.29
Resident Assistant			\$320.29								
Head Resident Assistant			\$955.34								

## 35 HOUR MONTHLY

POINT BAND	CLASS LEVEL	1	1.5	2	2.5	3	3.5	4	4.5	5	LSI
299	1	\$2,397.53	\$2,503.91	\$2,553.21	\$2,625.39	\$2,677.53	\$2,737.49	\$2,797.49	\$2,849.61	\$2,906.59	\$2,993.79
349	2	\$2,558.41	\$2,618.09	\$2,672.57	\$2,727.06	\$2,786.74	\$2,849.02	\$2,906.09	\$2,970.97	\$3,028.04	\$3,088.62
399	3	\$2,734.84	\$2,794.52	\$2,851.60	\$2,911.29	\$2,973.56	\$3,038.43	\$3,100.69	\$3,170.74	\$3,233.04	\$3,297.69
449	4	\$2,919.07	\$2,983.94	\$3,046.22	\$3,105.88	\$3,175.95	\$3,246.01	\$3,310.87	\$3,386.13	\$3,451.01	\$3,520.01
499	5	\$3,116.29	\$3,183.73	\$3,251.20	\$3,318.65	\$3,391.32	\$3,463.97	\$3,536.63	\$3,611.86	\$3,687.11	\$3,760.86
549	6	\$3,326.44	\$3,399.09	\$3,469.15	\$3,541.80	\$3,619.66	\$3,697.48	\$3,777.93	\$3,855.76	\$3,933.62	\$4,012.29
599	7	\$3,549.58	\$3,627.44	\$3,705.29	\$3,783.12	\$3,863.53	\$3,946.59	\$4,027.02	\$4,115.23	\$4,200.85	\$4,284.88
649	8	\$3,790.89	\$3,871.33	\$3,954.36	\$4,037.41	\$4,123.02	\$4,213.85	\$4,302.06	\$4,392.54	\$4,483.68	\$4,573.37
699	9	\$4,047.78	\$4,130.82	\$4,219.03	\$4,309.86	\$4,400.65	\$4,499.25	\$4,617.26	\$4,691.27	\$4,787.27	\$4,883.02
749	10	\$4,320.21	\$4,413.62	\$4,507.04	\$4,600.46	\$4,701.64	\$4,800.27	\$4,901.43	\$5,007.83	\$5,109.01	\$5,211.20
799	11	\$4,610.83	\$4,712.03	\$4,808.03	\$4,909.23	\$5,018.22	\$5,124.58	\$5,233.57	\$5,345.14	\$5,454.12	\$5,563.20
849	12	\$4,919.62	\$5,028.58	\$5,137.57	\$5,243.94	\$5,355.54	\$5,469.69	\$5,583.85	\$5,708.40	\$5,822.57	\$5,939.01
899	13	\$5,254.35	\$5,368.48	\$5,480.06	\$5,596.84	\$5,716.20	\$5,840.74	\$5,962.69	\$6,092.43	\$6,214.38	\$6,338.66
950	14	\$5,606.40	\$5,734.22	\$5,864.97	\$5,998.68	\$6,135.45	\$6,275.33	\$6,418.42	\$6,564.75	\$6,714.43	\$6,867.52
Resident Assistant			\$320.29								
Head Resident Assistant			\$955.34								

### 35 HOUR ANNUAL

[illegible]

## 40 HOUR MONTHLY

POINT BAND	CLASS LEVEL	1	1.5	2	2.5	3	3.5	4	4.5	5	LSI
299	1	\$2,740.03	\$2,861.61	\$2,917.96	\$3,000.45	\$3,060.04	\$3,128.57	\$3,197.12	\$3,256.69	\$3,321.82	\$3,421.49
349	2	\$2,923.89	\$2,992.10	\$3,054.37	\$3,116.64	\$3,184.84	\$3,256.02	\$3,321.24	\$3,395.39	\$3,460.61	\$3,529.85
399	3	\$3,125.53	\$3,193.74	\$3,258.98	\$3,327.19	\$3,398.36	\$3,472.50	\$3,543.65	\$3,623.71	\$3,694.90	\$3,768.78
449	4	\$3,336.09	\$3,410.21	\$3,481.39	\$3,549.58	\$3,629.65	\$3,709.73	\$3,783.86	\$3,869.87	\$3,944.00	\$4,022.87
499	5	\$3,561.48	\$3,638.56	\$3,715.65	\$3,792.74	\$3,875.78	\$3,958.82	\$4,041.86	\$4,127.84	\$4,213.83	\$4,298.13
549	6	\$3,801.64	\$3,884.68	\$3,964.74	\$4,047.77	\$4,136.75	\$4,225.70	\$4,317.64	\$4,406.58	\$4,495.56	\$4,585.47
599	7	\$4,056.67	\$4,145.65	\$4,234.62	\$4,323.56	\$4,415.47	\$4,510.38	\$4,602.31	\$4,703.13	\$4,800.97	\$4,897.01
649	8	\$4,332.45	\$4,424.38	\$4,519.28	\$4,614.20	\$4,712.03	\$4,815.83	\$4,916.65	\$5,020.04	\$5,124.20	\$5,226.71
699	9	\$4,626.02	\$4,720.93	\$4,821.75	\$4,925.56	\$5,029.32	\$5,141.99	\$5,276.87	\$5,361.45	\$5,471.16	\$5,580.59
749	10	\$4,937.39	\$5,044.14	\$5,150.91	\$5,257.67	\$5,373.30	\$5,486.02	\$5,601.64	\$5,723.24	\$5,838.87	\$5,955.66
799	11	\$5,269.52	\$5,385.19	\$5,494.89	\$5,610.54	\$5,735.11	\$5,856.67	\$5,981.22	\$6,108.74	\$6,233.28	\$6,357.95
849	12	\$5,622.42	\$5,746.94	\$5,871.50	\$5,993.08	\$6,120.61	\$6,251.07	\$6,381.53	\$6,523.88	\$6,654.36	\$6,787.44
899	13	\$6,004.98	\$6,135.42	\$6,262.92	\$6,396.39	\$6,532.79	\$6,675.13	\$6,814.49	\$6,962.78	\$7,102.15	\$7,244.17
950	14	\$6,407.32	\$6,553.40	\$6,702.81	\$6,855.64	\$7,011.95	\$7,171.81	\$7,335.34	\$7,502.57	\$7,673.63	\$7,848.59
Resident Assistant			\$320.29								
Head Resident			\$955.34								



## 40 HOUR ANNUAL

[illegible]