



COLLECTIVE AGREEMENT

BETWEEN THE

BOARD OF GOVERNORS OF
THE ALBERTA UNIVERSITY OF THE ARTS

AND THE

ALBERTA UNION OF PROVINCIAL EMPLOYEES
LOCAL 071/006

JULY 1, 2020 - JUNE 30, 2023

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THIS AGREEMENT made this ___ of _____, 2022.

BETWEEN

THE BOARD OF GOVERNORS OF
THE ALBERTA UNIVERSITY OF THE ARTS
(hereinafter called the "Employer")

OF THE FIRST PART

and

THE ALBERTA UNION OF PROVINCIAL EMPLOYEES
on behalf of all Employees covered by this Collective Agreement
(hereinafter called the "Union")

OF THE SECOND PART

ARTICLE 1
Definitions

1.01 For the purposes of this Agreement, unless the context otherwise requires:

- (a) "Act" means the *Public Service Employee Relations Act*.
- (b) "Anniversary Date" unless otherwise changed by the operation of the terms of this Agreement means the day the Employee commenced employment.
- (c) "Classification" means the numerical designation assigned to Positions, as set out in Schedule "C".
- (d) "University" means the Alberta University of the Arts or AUArts.
- (e) "Employer" means the Board of Governors of the Alberta University of the Arts or its designate(s).
- (f) "Regular Full-time Employee" means an Employee scheduled to work twelve (12) months, per year, as set out in Article 20.01.
- (g) "Regular Part-time Employee" means:
 - (i) An Employee scheduled to work Full-time or Part-time for more than six (6) months, but less than twelve (12) months, each year, in a recurring appointment.
 - (ii) An Employee scheduled to work twelve (12) months, each year, in a recurring appointment, and whose hours of work are not less than one-half (1/2) of the hours worked as set out in Article 20.01.
- (h) "Temporary Employee" means an Employee:
 - (i) hired to temporarily replace a Regular Employee described in Article 1.01(f) and (g). A Temporary Employee may remain in the temporary employment until such time as the Regular Employee returns or the Regular Employee's position becomes vacant; or
 - (ii) hired for a specific non-recurring project of limited term not to exceed twelve (12) months in duration. Such temporary employment may be extended by written agreement of the Union and the Employer; or
 - (iii) hired for a period of twenty-four (24) months or less to work in a position described in Article 2.02. Such Employees will become Regular Full-time Employees if employed for a period in excess of twenty-four (24) consecutive months. Temporary Employees hired for recurring periods of employment will become Regular Part-time Employees if employed for more than a total of twenty-four (24) months within thirty-six (36) months of initial appointment.
- (i) "Casual Employee" means an Employee hired for casual employment in a Bargaining Unit Position who will not be employed on a Full-time basis in the same position for a continuous period in excess of twelve (12) months.
- (j) "Student Employee" means a student that is an active credit student at AUArts and that works in the Student jobs as agreed between the Union and the Employer as per LOU#5.
- (k) "Increment" means 3.5% of an Employee's Pay Rate, which does not include the Service Recognition Bonus as per LOU#2.

- (l) "Local" means Local 071/006 of The Alberta Union of Provincial Employees.
- (m) "Month" means a calendar month.
- (n) "Pay Rate" means a rate of pay as set out in Schedule "A" and Schedule "B".
- (o) "Position" means a job position, which has been established in accordance with the Employer's policy and procedures.
- (p) "Position Description" means the description of a Position published by the Employer and which may include "Overview & Purpose", "Duties", "Qualifications/Experience", "Skills", and "Working Conditions".
- (q) "President + CEO" means the person appointed as President of the University pursuant to the Post-Secondary Learning Act.
- (r) "Range" means the Pay Rates assigned to a Classification as set out in Schedule "A".
- (s) "Supervisor" means the person to whom the Employee reports.
- (t) "Union Steward" means a member of the Local who is elected or appointed by the Employees to act on their behalf.
- (u) "Work Day" means any day on which an Employee is normally expected to be at the place of employment.
- (v) "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 to perform a specific function pertaining to this Collective Agreement.

ARTICLE 2
Jurisdiction

- 2.01 The Employer recognizes the Union as the sole Bargaining Agent for all Employees covered by Certificate No. 9-97, except those Employees excluded by The Alberta Labour Relations Board, or by written agreement between the Parties, or by mutual agreement of the Parties at the time of the signing of the Agreement.
- 2.02 This Collective Agreement does not apply to persons employed in positions subsidized in whole or in part by Provincial and/or Federal Government Special or Cost-shared programs and positions subsidized in whole or in part by donated funds or services from corporate sponsors of the University, provided they shall not replace Bargaining Unit Employees.
- 2.03 No Employee shall be required or permitted to make any written or verbal agreement with a member(s), which may be in conflict with this Agreement.
- 2.04 Legislation and the Collective Agreement
If any law passed by the Government of Alberta renders null and void, or alters any provision of this Agreement, the remaining provisions shall remain in effect for the term of the Agreement and the Parties shall negotiate, in accordance with the bargaining procedures of the Act, a satisfactory provision to be substituted for the provision thus affected.

ARTICLE 3
Application

- 3.01 (a) Regular Full-time Employees shall be granted all terms and conditions of this Collective Agreement.
- (b) Regular Part-Time Employees shall be granted all terms and conditions on a pro-rata basis, unless otherwise specified. Wherever possible Employees described in 1.01(g)(i) 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.

3.02 Temporary Employees shall be granted all terms and conditions of this Collective Agreement, except the following Articles shall not apply, unless otherwise specified

<u>Article Number</u>	<u>Article</u>
11.01, 11.03, 11.04	Probationary Period
12A	Layoff and Recall
12B	Position Abolishment
16	Seniority
28.03 (c)	Illness and Sick Leave
29.02 (b) (c)	Workers' Compensation Supplement
30.02	LTD, Extended Health, Dental
30.03	Employee Benefits
33.04	Leaves
34.03	Maternity/Parental/Adoption Leaves

Temporary Employees who are employed to work the normal Full-time hours of work specified in Article 20.01, after one (1) year of continuous employment in a single position, shall be eligible for the Employer premium contribution to the Alberta Health Care Insurance Plan.

3.03 Casual and Student Employees will be paid an hourly pay rate in accordance with Schedule "B" plus six percent (6%) of gross earnings per pay in lieu of annual vacation entitlement. Casual and Student Employees shall only be entitled to those paid holidays as set out in Article 31 which occur during the term of the Employee's employment. Pay for holidays will be calculated on the basis of 5% the average daily wage in the four (4) weeks immediately preceding the holiday.

Except as otherwise provided in this Agreement, only the following terms of this Agreement shall apply to Casual Employees:

<u>Article Number</u>	<u>Article</u>
2	Jurisdiction
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21.01, 21.05	Overtime
23	Split Shifts
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26	Call Back Pay
29.01, 29.03, 29.04	Workers' Compensation Supplement
30.02	General Liability Insurance
36	Health and Safety
37	Discrimination and Harassment
38	Protective Clothing
Schedule "B"	Hourly Pay Rate

ARTICLE 4

Management Recognition

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

ARTICLE 5

Union Stewards

5.01 The Employer recognizes Union Stewards as officials of the Union. The Union will provide a current list of Union Officers and Stewards to the Employer.

5.02 The Union recognizes that the Stewards have their regular work to perform as Employees of the Employer. Stewards will not leave their work to investigate or process a grievance or conduct Union business on the Employer's premises during working hours without the prior approval of the Supervisor concerned, and must report back to the Supervisor at the conclusion of the meeting, where practical to do so.

ARTICLE 6

Union Membership and Dues Check Off

6.01 All Employees covered by this Agreement shall become Members of the Union as a condition of employment. An Employee who has a religious objection to becoming a Member of the Union shall be permitted to opt out of membership by providing the Union with a signed statutory declaration outlining the objection within sixty (60) consecutive calendar days from the date of commencement of employment, but such Employee shall continue to pay Union Dues.

6.02 All Employees covered by this Agreement shall be required to pay Union Dues. The Employer shall, therefore, as a condition of employment, deduct each month the amount of the Union Dues as set by the Union from time to time from the pay of all Employees covered by this Agreement.

6.03 The Employer shall remit Union Dues deducted from the pay of all Employees to the Union by the first working day after the fifteenth (15th) calendar day in the following month. Where an accounting adjustment is necessary to correct an over or under payment of Dues, it shall be remitted in the succeeding month. The deductions remitted shall be accompanied by particulars identifying each Employee in a printed form showing Employee number, starting date, classification, amount of Union Dues deducted, name, current phone number and last known address. A copy of the dues deduction list shall be provided to the Chair of the Local. Further, the Employer shall provide to the Union, on a monthly basis, a list containing the name and last known address of current recipients of Long Term Disability Insurance.

6.04 The Union shall advise the Employer, in writing, of any change in the amount of Dues to be deducted from the Employees covered by this Agreement. Such notice shall be communicated to the Employer at least thirty (30) days prior to the effective date of the change.

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

ARTICLE 7
Employer-Union Relations

7.01 The Employer will grant Union Representatives access to its premises for a specific purpose and when investigating a grievance and for the purpose of meeting with the grievor or the grievor's immediate Supervisor.

7.02 Union Membership Meetings may be held on Employer premises subject to the availability of facilities and agreement by the Employer with at least two (2) days advance notice of the Meeting date.

7.03 The Employer will provide specific bulletin board space for use of the Union at locations on the Employer's premises, which are accessible to Employees. Sites of the bulletin boards are to be determined by the Employer and the Union. Bulletin board space shall be used for the posting of Union information directed to its Members.

7.04 An Employee shall have the right to wear or display the recognized insignia of the Union, however, no such insignia larger than a lapel pin shall be worn on issue clothing or uniforms, nor shall an insignia be displayed on Employer's equipment or facilities.

7.05 The Employer will provide the Union with a list of Employer representatives with whom meetings or appointments may be arranged for the purpose of hearing grievances.

7.06 The Employer shall advise new Employees of the fact that a Collective Agreement is in effect. Employees shall be given a Union orientation of not more than fifteen (15) minutes by the Union on the Employer's time.

7.07 The Chairperson of the worksite Chapter or their designate shall be given the opportunity to have a thirty (30) minute orientation meeting with all new Employees. This orientation meeting shall be for the sole purpose of explaining the role of AUPE on the worksite and what AUPE offers to its membership.

ARTICLE 8
Joint Consultation

8.01 For the purpose of discussing matters of mutual concern, a Joint Consultation Committee shall be appointed consisting of three (3) Designated Representatives of the Chapter and three (3) Designated Representatives of the Employer, one of whom shall be the President + CEO or delegated Vice President. The Committee may make recommendations to the Union and the Employer.

8.02 Joint Consultation Meetings shall take place between the Parties at least every six (6) weeks. Meetings may be cancelled or re-scheduled by mutual agreement. Arrangements for such Meetings will be made through the Human Resources Office.

8.03 Time off without loss of regular earnings will be granted to Employees while attending meetings of the Joint Consultation Committee.

ARTICLE 9
Time Off for Union Business

- 9.01 Time off, without loss of regular earnings, will be granted to Employees conducting Union Business under the following circumstances:
- (a) Employee(s) and Steward(s) involved in discussions related to the processing of grievances, or the investigation of complaints arising out of the Collective Agreement, provided, however, they first obtain the consent of their immediate Supervisor(s), which consent shall not be unreasonably withheld.
 - (b) Members of Local 071/006, for time spent at Joint Consultation Meetings during working hours.
 - (c) Members of Local 071/006, for time spent in joint Union-Employer Committees.
 - (d) Members of Local 071/006, for time spent at Meetings authorized by the Employer on matters of mutual interest.
 - (e) Chair of Local 071/006 up to a maximum of four (4) hours per month at a scheduled time agreed to by the Chairperson and their Supervisor for time spent to deal with the business of the Chapter.
- 9.02 Time off, without pay, will be granted to Employees, conducting Union Business under the following circumstances:
- (a) Members of Local 071/006, who attend Union Functions, Seminars, Programs, provided the Employees concerned give at least five (5) working days notice in writing requesting such time off, and that operational requirements permit.
 - (b) Members of Local 071/006, who are Designated Representatives of the Negotiating Committee for time spent with representatives of the Employer during the formal negotiations of a Collective Agreement and for Union preparatory meetings during these negotiations.
 - (c) To facilitate the administration of time off under Clause 9.02, the Employer will grant the leave of absence with pay and invoice the Union for the Employee's salary, or for the replacement salary costs, whichever is greater. The Employer shall invoice the Union within six (6) months.
- 9.03 The number of Employees granted the same time off under Article 9 will not exceed three (3) in number except when the Employer authorizes more than three (3). An Employee on leave pursuant to Clause 9.05 shall not be included in this number.
- 9.04 All other Union business not identified in 9.01 or 9.02, including attendance at Union Membership meetings pursuant to Article 7.02, shall not be conducted during the Employee's regular working hours, unless the Employee has first received the approval of the Employee's Supervisor. Such approval shall not be unreasonably denied.
- 9.05 An Employee who is elected for a Full-time position with the Union shall be granted a leave without pay and without loss of seniority for a maximum period of two (2) years. Such leave shall be renewable for a further term upon request. The Employee may elect to continue to participate in the Pension Plan and the

benefit plans provided under Article 30, provided that such participation is permissible under those plans and provided the Employee pays the full cost, including the Employer's share, during the period of such leave.

ARTICLE 10

New or Altered Position Descriptions

- 10.01 (a) The Employer may establish new Bargaining Unit Position Descriptions or alter existing position descriptions, and the terms and conditions of employment related thereto. The Employer shall give written notice to the President of the Union and the Chapter Chair.
- (b) Where a new Position Description is established, the appropriate classification shall be determined by the Employer. The Employer shall give written notice to the Chapter Chair of the Union and Local Chairperson.
- (c) If, after consultation with the Employer, the Union objects to the Classification assigned by the Employer, the union shall within fifteen (15) working days of the date the Union received the notice referred to in Article 10.01(b), serve written notice on the Employer of the Union's intention to submit the matter as a grievance commencing at Step 2 of the Grievance Procedure.
- (d) If the Union fails to provide the requisite notice within the time limits specified in Article 10.01(c), the Union will be deemed to have accepted the Classification assigned. However, time limits under this Clause may be extended by mutual agreement between the Parties provided such agreement is in writing.
- 10.02 The Employer will provide Regular Employees with a copy of their Position Description on the first day of their employment in the Position, or if the position Description is altered in accordance with Article 10.03.
- The Employer shall provide to the Union and the Employee access to the Job Evaluation System and Method including Classification System, Factors and Degrees.
- 10.03 (a) An Employee may request a Position Description review with his out of scope supervisor if regular and substantive addition(s), deletion(s) or amendment(s) are made to their current position. The out of scope supervisor must meet with the Employee within twenty (20) work days from the date that the Employee first requested the review in writing. An Employee who believes their Position Description is inappropriately classified may apply for reclassification to Human Resources. Any request for reclassification will include a rationale for the reclassification.
- A classification decision will be given to the Employee and the employee's out of scope supervisor in writing within sixty (60) working days from the date it was received in Human Resources.
- The Employer shall give written notice to the Chapter Chair of the Union and Local Chairperson.
- (b) If it is determined that the Employee's Position is to be reclassified to a higher classification, the assignment to the new classification shall be effective as of the date the application was submitted to Human Resources.
- 10.04 If the Employee is not satisfied with the Classification decision rendered by

Human Resources in Article 10.03(a), the Employee may appeal the matter within 10 workdays of the receipt of the decision. The appeal must give supporting rationale and be made in writing to Human Resources. If the Employee fails to comply within the prescribed time frames, the appeal shall be considered to be abandoned.

10.05 Appeal Procedure

- (a) The Classification Appeal Committee shall be established by Human Resources within fifteen (15) work days of receipt of the appeal and shall consist of:
 - (i) A representative of the Employer; and
 - (ii) A representative appointed by the Chapter Chair.
- (b) The employee has the right to appear before the Classification Appeal Committee for the purpose of presenting information and supporting arguments as well as responding to questions. The Classification Appeals Committee may request other employees who have knowledge of the duties and responsibilities of the position to appear before the committee.
- (c) The Classification Appeals Committee will review and reevaluate the position and shall not add to, detract from, or modify the existing Classification Plan.
- (d) The Classification Appeals Committee shall render a decision in writing to the employee, to the employee's out of scope supervisor, copies to the Union and the Local Chairperson and to Human Resources within ten (10) workdays of the final appearance of the employee before the Committee.

- 10.06**
- (a) Failing resolution, the employee may request the appeal proceed to the President + CEO. This request must be made in writing to the President + CEO within ten (10) workdays of receipt of the notice of decision from the Classification Appeals Committee. The President + CEO will render their decision in writing within ten (10) workdays of receipt of the appeal.
 - (b) If the Employee does not agree with the decision of the President + CEO, the Employee may appeal the decision in accordance with Article 13.03 (Step 2). Such appeal shall be made in writing within ten (10) workdays after receipt of the decision.

10.07 Either party may request an extension of the time limits mentioned above provided that such extension is requested prior to the expiry date of the time allowed. Where such extension is requested it may not be unreasonably denied.

ARTICLE 11
Probationary Period

11.01 All new Regular Employees shall serve a probationary period of six (6) months, commencing on the first (1st) day of their employment.

11.02 A Probationary Employee who is absent from work for any reason shall have the probationary period extended by the same amount of time as the period(s) of absence.

11.03 The period of probation may be extended for a maximum of an additional six (6) months and such extension shall be communicated to the Employee and the Chapter Chair no later than ten (10) workdays prior to the expiration of the probation period. Written reasons for the extension shall be provided to the

Employee.

- 11.04 The employment of a Probationary Employee may be terminated at any time during the probationary period and any grievance arising from the termination shall not be submitted to Arbitration.
- 11.05 When the Employee's performance during the probationary period is unsatisfactory, the Supervisor will inform the Employee of the unsatisfactory performance no later than four (4) weeks prior to the conclusion of the probationary period.
- 11.06 An Employee who has previously been employed by the Employer may, at the discretion of the Employer, have that previous employment considered as part of the probationary period.

ARTICLE 12A

Lay-off and Recall

- 12A.01 Lay-off is defined as a temporary separation from employment as a result of lack of work, or shortage of work, or lack of operational funding.
- 12A.02 In the event of lay-off, the Employer shall notify the Employees to be laid off at least fifteen (15) working days prior to the effective date of lay-off, or shall make payment in lieu of the Employee's regular work days falling within the period of notice.
- 12A.03 The requirement to provide notice of lay-off shall not apply in the event of a staff reduction caused by fire, flood, earthquake, or other acts of natural hazard outside of human control requiring closure of part or all of the University operations.
- 12A.04 Lay-offs are subject to retention of Employees capable of performing the work to be done, and then, where applicable, in reverse order of seniority.
- 12A.05 Lay-off notice of five (5) working days shall be required for Probationary Employees, or payment in lieu of notice.
- 12A.06 An Employee who has received notice of lay-off may initiate bumping rights which is the right to transfer to a position for which the Employee is capable of performing held by another Employee with less seniority. The application of bumping rights in the event of a lay-off shall relate only to Regular Employees whose positions are assigned the same classification or a lesser classification and same or lesser FTE status.
- 12A.07 Recall is defined as a request to the Employee to return to work when work is again available in the job assignment the Employee occupied at the time of lay-off or for other work, which the Employee is capable of performing.
The Employer shall recall capable Employees prior to the hiring of new Employees.
- 12A.08 Recall shall be in the reverse order of lay-off and Employees on lay-off shall be recalled when a staff increase occurs in preference to any other applicants during the first one hundred and eighty (180) calendar days following the lay-off date.
- 12A.09 Notice of recall shall be made by registered mail to the last known address of the Employee. Attempts will be made to contact the Employee by telephone. Upon receipt of the notice, an Employee shall have forty-eight (48) hours to reply to the recall notice and ten (10) working days to commence employment. An Employee recalled for employment of short duration not exceeding one (1) month at a time when the Employee is employed elsewhere shall not lose recall rights for refusal

to return to work.

12A.10 A Regular Full-time Employee or a Regular Part-time Employee shall be paid severance pay if:

(a) the Employee has not been recalled within one hundred and eighty (180) calendar days from the date of lay-off; or

(b) the Employee, within ten (10) days of the date of lay-off has chosen to waive recall rights and accept termination because the period of lay-off is expected to exceed one hundred and eighty (180) days.

12A.11 Severance pay shall be in the amount of four (4) weeks pay at the Employee's regular rate for each completed year of service or any portion thereof beyond fifty percent (50%) of each completed year of service, up to a maximum of forty-eight (48) weeks of severance pay.

Employees with fifteen (15) or more completed years of service shall be given an additional four (4) weeks of pay.

12A.12 All further rights of an Employee under this Agreement shall be forfeited upon receipt of severance pay.

12A.13 Severance pay shall not be paid to an Employee who has been dismissed, resigned or retired.

12A.14 An Employee who for a good and satisfactory reason refuses to accept recall to an alternate position for which the Employee is capable of performing, the position is offered being of the same or higher maximum salary as the position the Employee was in upon lay-off, the Employee shall be placed back on recall list in the Employee's original seniority.

12A.15 An Employee who receives a severance payment pursuant to Clause 12A.10(a) and who is subsequently rehired to a regular position during the one hundred and eighty (180) consecutive calendar days following termination, shall repay the severance pay proportionately to the Employer based on the difference between the number of weeks of pay received and the number of weeks that the Employee was on layoff.

12A.16 When a layoff occurs, the Employer shall notify the Union and Chapter Chair in writing within five (5) working days of the layoff.

ARTICLE 12B

Position Abolishment

12B.01 Position Abolishment occurs when the Institution eliminates a Position occupied by a Regular Full-time or a Regular Part-time Employee which it does not intend to re-establish in the foreseeable future.

12B.02 In the event of a Position Abolishment where no alternate position has been offered, the Employee whose position has been abolished may initiate bumping rights. Bumping is the right to transfer to a position for which the Employee is capable of performing held by another employee with less seniority or is vacant, the vacant position having the same or lesser classification. The application of bumping rights in the event of a position abolishment shall relate only to regular Employees whose positions are assigned the same classification or a lesser classification and same or lesser FTE status.

12B.03 In the case of Position Abolishment, a Regular Full-time Employee or a Regular Part-time Employee shall be paid severance pay if:

(a) the Employee refuses without good and satisfactory reason to accept an alternate position that they are capable of performing, the position offered having the same or a higher maximum salary as the position the Employee was in immediately prior to position abolishment.

(b) the Employee has not been offered an alternate position and has not initiated bumping rights.

12B.04 Severance pay shall be in the amount of four (4) weeks' pay at the Employee's regular rate for each completed year of service or any portion thereof beyond fifty percent (50%) of each completed year of service, up to a maximum of forty-eight (48) weeks of severance pay.

Employees with fifteen (15) or more completed years of service shall be given an additional four (4) weeks of pay.

12B.05 Displacement means a movement of an Employee, from one Position to another Position, resulting from an Employee initiating bumping rights in the event of a Position Abolishment. In the event that a Displacement is selected by the Employee, and approved by the Employer, the following shall apply:

(a) Upon Displacement from one Position to another Position of the same Classification, no Pay Rate adjustment occurs.

(b) If the Employee's Pay Rate is greater than the maximum Pay Rate of the new Classification, the Employee's Pay Rate shall remain fixed until such time as a negotiated increase for the Range of the new Classification results in the maximum Pay Rate for that Range becoming higher than the Employee's fixed rate of pay. At that time, the Employee's Pay Rate shall be increased from the fixed rate of pay to the closest higher Pay Rate of the new Classification.

12B.06 The Employee displaced as a result of being bumped, shall then become subject to the position abolishment rights within this Article.

12B.07 Notwithstanding the foregoing Clauses, in unusual or extenuating circumstances, the Employer may agree to pay a severance allowance in the amount indicated in 12B.04 to one or more Employees. Voluntary terminations with severance must be agreed between the Human Resources Department and the Union.

12B.08 An Employee who receives a severance payment and who is subsequently rehired within one year to a Regular position, shall repay the severance pay proportionately to the Employer based on the difference between the number of weeks of severance pay received and the number of weeks since the date of termination. The schedule of repayment shall be mutually agreed upon by the Employer and Employee.

12B.09 All further rights of an Employee under this Agreement shall be forfeited upon receipt of severance pay.

12B.10 Severance pay shall not be paid to an Employee who has been dismissed, resigned or retired.

12B.11 When a Position Abolishment occurs, the Employer shall notify the Union and Chapter Chair in writing within five (5) working days of the Position Abolishment.

ARTICLE 13

Grievance Procedure

13.01 For the purpose of this Article, the following definitions shall apply:

(a) "Days" mean calendar days not including Saturdays, Sundays or Paid Holidays.

(b) "Discipline" includes reprimands, suspension, demotion and dismissal.

(c) "Demotion" means a transfer to a position with a lower maximum salary.

13.02 In the event that a difference arises between the Parties hereto or any person bound by this Agreement regarding:

(a) alleged unjust treatment or discrimination;

(b) alleged unfair working conditions;

(c) the dismissal of a Casual, Temporary, or Probationary Employee;

(d) any disciplinary action involving financial penalty, other than one described in (c) above; or the suspension or dismissal of a Regular Employee without just cause; or the application, interpretation or any alleged violation of this Agreement;

the alleged difference must be dealt with progressively in the following manner without stoppage of work or refusal to perform work except as provided pursuant to the Occupational Health and Safety Act in respect of an imminent danger to the health or safety of the Employee.

Differences concerning matters referred to in paragraphs (a), (b) or (c) shall not be submitted to Arbitration. Differences concerning matters covered in paragraph (d) above may be referred to Arbitration. This process will be pursued by the Parties in a timely manner.

13.03 An Employee and their Supervisor may attempt to resolve differences through informal means, where possible, prior to proceeding with a written grievance. A Union Steward or Union Representative, at the request of the Employee, may accompany and assist the Employee.

13.04 Step 1

Within ten (10) days of the act causing the difference or within ten (10) days of the time when the Employee first became aware, or should reasonably have become aware that a difference allegedly had occurred, the Employee shall submit the grievance in writing to Human Resources and discuss the matter in a Step 1 meeting with the Employee's Supervisor who is not within the scope of this Collective Agreement with a view to resolving it. The Employee's Supervisor shall respond in writing within fifteen (15) days of receiving the grievance. An Employee shall have the right to have a Union Steward or Union Representative present during discussion at this Step.

Step 2

If no settlement is reached at Step 1, the grievance may be submitted to Step 2, which must be submitted in writing, specifying the nature of the grievance pursuant to Clause 13.02, and the redress sought. The grievance must be signed by the Employee and submitted to the President + CEO of the University within ten (10) days of the receipt of the response in Step 1. The President + CEO of the University, or the President + CEO's designate, shall issue a decision in writing to the Employee and the Union within fifteen (15) days of the receipt of the grievance.

A grievance concerning the dismissal of a Regular Employee shall commence at this Step.

Step 3

If the grievance is not resolved through any of the foregoing Steps, the grievance may be referred to Arbitration as provided in the *Act*, if it is a grievance as defined in 13.02(d) and the Employee has the approval of the Union, except that approval is not mandatory where an Employee is grieving dismissal or suspension. Where either Party requests that a grievance be submitted to Arbitration, the request shall be submitted to the other Party in writing, within twenty (20) days of the receipt of the Step 2 decision.

During the twenty (20) days mentioned in Step 3, the Parties may mutually agree to apply for grievance mediation. If no settlement is reached at mediation, the twenty (20) days would commence from when mediation has concluded.

- 13.05 Either Party may request an extension of the time limits mentioned above provided that such extension is requested prior to the expiry of the time allowed. Where such extension is requested, it may not be unreasonably denied.
- 13.06 Either Party may request a Meeting at Steps 1 or 2 which shall not be unreasonably denied. The grievor shall be permitted to be accompanied by a Union Steward or Union Representative to assist the grievor at such Meetings.
- 13.07 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 the 2nd Step, provided that the grievance is submitted, in writing, within thirty (30) days from the date the grievor became aware, or should reasonably have become aware, of the incident prompting the grievance.
- 13.08 In the event the grievor fails to follow the procedure and time limits established in the Steps of the Grievance Procedure, or amended pursuant to Clause 13.05, the grievance shall be deemed to be abandoned.
- 13.09 When the recipient of the grievance fails to respond within the time limits prescribed in the Grievance Procedure, or amended pursuant to Clause 13.05, the grievance shall advance to the next Step of the Grievance Procedure.
- 13.10 An Arbitration Board shall have no power to add to, subtract from, modify or amend the provisions or terms of this Agreement.
- 13.11 An Arbitration Board shall expressly confine itself in its award to the precise issue submitted to the Board and shall have no authority to make a decision on any other issue not so submitted to it.
- 13.12 The Parties may agree to the appointment of a single Arbitrator as an alternate procedure to the foregoing. A single Arbitrator shall have the same powers and responsibilities as an Arbitration Board.

ARTICLE 14

Personnel File

- 14.01 Access to an Employee's personnel file shall be provided to the Employee or the Employee's authorized representative, in the presence of the Employer, upon request, and also within a reasonable time, once in every year or in the event of a grievance or complaint. The Employee may request that a Union Steward or Union Representative be present at the time of such examination.
- 14.02 The personnel file referred to in this Article is the personnel file of an Employee maintained in Human Resources. This file shall contain copies of all

documentation pertaining to the Employee.

ARTICLE 15
Disciplinary Action

- 15.01 An Employee may be disciplined or dismissed for just cause.
- 15.02 An Employee will be provided with a copy of written reprimands or other written notices of disciplinary action.
- 15.03 An Employee who is to be interviewed on any disciplinary action shall be given reasonable notice of the time and place of the interview. The Employee has the right to request that a Union Representative or Union Steward be present.
- 15.04 An Employee who has been subjected to disciplinary action may, after twelve (12) months of continuous service from the date the disciplinary action was invoked, request that the Personnel File be purged of any record of the disciplinary action. Such request will be granted providing:
- (a) the Employee's file does not contain any further record of disciplinary action during that twelve (12) month period, and
 - (b) the disciplinary action is not the subject of an unresolved grievance.
- 15.05 When a Regular Employee is dismissed, the Employer shall notify the Local in writing within two (2) working days of the dismissal.

ARTICLE 16
Seniority

- 16.01 A Regular Employee's Seniority date shall be the date on which a Regular Employee's continuous service at the University commenced within the bargaining unit. Seniority shall apply in determining preference for demotions, promotions, layoff and recall. Seniority is not accumulated during periods of lay-off or during unpaid leaves of absence in excess of forty-five (45) calendar days. The Employer will provide seniority reports to the Chapter Chair on an as needed basis in the event of a dispute arising concerning the calculation of seniority.
- 16.02 Seniority shall not be acquired by Temporary Employees, Casual Employees, or by Probationary Employees while on probation. In the event a Temporary or Casual Employee becomes a Regular Employee without a break in service of more than thirty (30) calendar days seniority shall be made retroactive to the last date of hire.
- 16.03 Upon completion of the probationary period, seniority shall be effective from the date of last hire.
- 16.04 An Employee will lose seniority in the following circumstances:
- (a) If the Employee is discharged for just cause;
 - (b) If the Employee resigns voluntarily;
 - (c) If the Employee receives severance pay, or is laid off for a period in excess of twelve (12) months;
 - (d) If, following lay-off, 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.
- 16.05 An Employee who is on lay off as per the provisions of Article 12A, and then who is recalled for employment of short duration not exceeding one (1) month at a time

when the Employee is employed elsewhere shall not lose seniority rights for refusal to return to work.

ARTICLE 17
Job Opportunities

- 17.01 Vacancies to be filled which fall within the Bargaining Unit will be posted for a period of not less than seven (7) calendar days on the designated University electronic "job" bulletin board, with an electronic copy to each employee, which will include the Chapter Chair. The notice shall set out a summary of:
- (a) the responsibilities of the position;
 - (b) the qualifications, experience, skills and abilities required for the position;
 - (c) the classification;
 - (d) the applicable wage rate or range; and
 - (e) if the posting is permanent, temporary or casual.
- 17.02 All applications delivered in writing to the Human Resources Office during such period of posting will be considered.
- 17.03 In filling vacancies, the Employer will select the most suitable candidate. The selection shall be based upon the education, qualifications, experience, skills and abilities required for the position. When two (2) or more candidates are assessed to be relatively equal, internal candidates shall be give preference over external candidates.
- 17.04 In assessing internal candidates, performance will also be considered. Where the education, qualifications, experience, skills, abilities and performance of two (2) or more internal candidates are judged to be relatively equal, the Employee with the most seniority as defined in Article 16 shall be preferred over less senior Employees.
- 17.05 All internal candidates receiving an interview shall be informed in writing of their acceptance or rejection as soon as possible after the appointment is made.
- 17.06 When circumstances require the Board to fill a vacancy before expiration of the posting period, the appointment shall be made on a temporary basis only, until a regular appointment is made.
- 17.07 The Parties may mutually agree to waive application of this Article.

ARTICLE 18
Pay Affecting Transfers, Reclassifications, Promotions or Demotions

- 18.01 "Transfer" means a movement of an Employee, at the direction of the Employer, from one Position to another Position having the same Classification. Upon a Transfer, no Pay Rate adjustment occurs. Employees may request a Transfer as vacancies occur and in accordance with Article 17 of this Agreement.
- 18.02 "Promotion" means a movement of an Employee, at the direction of the Employer, from one Position to another Position having a higher Classification. Upon a Promotion, the Employee's Pay Rate shall be increased by a minimum of two (2) increments, up to the maximum of the Range.
- 18.03 "Reclassification" means the movement of a Position, at the direction of the Employer, from one Classification to another Classification. Upon a Reclassification to a higher Classification, the Employee's Pay Rate shall be increased by one (1) increment, up to the maximum of the Range.

- 18.04 "Demotion" means a movement of an Employee, at the direction of the Employer, from one Position to another Position having a lower Classification. Upon a Demotion, no Pay Rate adjustment occurs. The Employee's Pay Rate shall remain fixed until such time as a negotiated increase for the Range of the new Classification results in the maximum Pay Rate for that Classification becoming higher than the Employee's. At that time, the Employee shall become eligible to receive an increment as per Article 43.03.
- 18.05 "Displacement" means a movement of an Employee, from one Position to another Position, resulting from an Employee initiating bumping rights in the event of a Position Abolishment and/or lay-off. In the event that a Displacement is selected by the Employee, and approved by the Employer, the following shall apply:
- (a) Upon Displacement from one Position to another Position of the same Classification, no Pay Rate adjustment occurs.
 - (b) If the Employee's Pay Rate is greater than the maximum Pay Rate of the new Classification, the Employee's Pay Rate shall remain fixed until such time as a negotiated increase for the Range of the new Classification results in the maximum Pay Rate for that Range becoming higher than the Employee's fixed rate of pay. At that time, the Employee shall become eligible to receive an increment as per Article 43.03.

ARTICLE 19

Attendance and Notice of Resignation

- 19.01 Employees are expected to advise the Employer in writing of planned absences prior to taking such absence(s). All planned absences must be approved by the Employee's immediate Supervisor.
- 19.02 An Employee who, without prior approval, is unable to report to work, shall immediately notify the Supervisor according to the work area's written protocol on a daily basis.
- 19.03 An Employee who is absent from work without the approval of their out of scope Supervisor shall, after three (3) consecutive work days of such unauthorized absence, be considered to have abandoned the Employee's position and will be considered to have resigned unless it is subsequently shown by the Employee that special circumstances prevented the Employee from reporting to work.
- 19.04 In order to resign in good standing, an Employee must provide written notice of resignation to the Employer with at least:
- (a) one (1) week notice if the Employee has been employed by the Employer for more than ninety (90) days but less than two (2) years.
 - (b) Two (2) weeks notice if the Employee has been employed by the Employer for two (2) years of more.

ARTICLE 20

Hours of Work

- 20.01 The normal hours of work for Employees covered by this Agreement shall be one thousand, eight hundred and twenty-seven (1,827) hours per year, thirty-five (35) hours per week, seven (7) hours per day, Monday to Friday.
- 20.02 Hours of work must normally be confined within a period of twelve (12) consecutive hours.
- 20.03 All Employees must receive at least thirty (30) minutes of rest within each five (5)

consecutive hours of work, which shall normally be two (2) fifteen (15) minute paid rest periods.

- 20.04 All Employees scheduled to work in excess of five (5) hours will receive an unpaid meal period of one (1) hour at approximately the mid-point of each work period. Meal periods may be reduced to thirty (30) minutes upon mutual agreement between the Employee and Supervisor.
- 20.05 Any Employee who is directed by the Supervisor to remain at a station of employment due to specific assignment during the Employee's meal period shall be compensated for such meal period at the applicable overtime rate.
- 20.06 In the event the Employer schedules a change to an Employee's hours of work, the Employee will receive a minimum of ten (10) working days advance notice in writing. It is understood that this Clause applies only to those Employees in Regular appointments.
- 20.07 The scheduling of rest periods and lunch periods in Clause 20.03 and 20.04 may be changed at the initiation of the Employee subject to approval of the out of scope supervisor in the event that an Employee needs to accommodate short term scheduling shifts.

ARTICLE 21 Overtime

- 21.01 An Employee may occasionally be required to work beyond regularly scheduled hours to overcome additional short-term workloads, or, to meet extraordinary situations. All such overtime must be authorized by the Supervisor prior to the Employee working overtime.
- 21.02 The Employer may occasionally require an Employee to work short periods of overtime, not to exceed fifteen (15) minutes per day without paying the overtime rate.
- 21.03 Overtime rates will be calculated to the nearest one-quarter (1/4) hour and shall be compensated as follows:
- (a) On a Regular Work Day - time and one-half (1 1/2X) the regular hourly salary for the first two (2) hours in excess of the regular working hours; and double the regular hourly rate thereafter.
 - (b) On a Regular Scheduled Day Off - time and one-half (1 1/2X) the regular hourly salary for the first three (3) hours; and double (2X) the regular hourly rate thereafter.
 - (c) On a Paid Holiday - time and one-half (1 1/2X) the regular hourly salary for all hours worked on the Paid Holiday.
- 21.04 Part-time Employees who are required to work overtime will be paid at straight time for the hours worked up to the normal hours of Full-time Employees initially. For hours in excess of the equivalent normal hours of Full-time Employees, overtime rates in Clause 21.03 will apply.
- 21.05 The Employee may choose time off accumulated as a result of overtime worked at a mutually agreeable time within the next twelve (12) months or to be paid out upon submission of their overtime hours. Overtime not used at the expiration of the twelve (12) months shall be paid out.
- 21.06 Notwithstanding 21.05, Employees working in Student Recruitment whose jobs require regular extended hours and travel, overtime shall be compensated on the

basis of compensating time off with pay in lieu of payment for overtime unless otherwise mutually agreed between the Employee and the Supervisor.

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

ARTICLE 22

Shift Differential/Weekend Premium

22.01 Regular Employees covered by this Agreement whose majority of hours are scheduled between the hours of 5:00 p.m. one day and 7:30 a.m. the following day shall receive a shift differential of two dollars (\$2.00) per hour.

22.02 An Employee who works Saturdays or Sundays as part of his regularly scheduled work week shall receive a weekend premium of two dollars (\$2.00) for each hour worked from Friday 5:00 p.m. to Monday 7:30 a.m.

22.03 At no time shall shift differential or weekend premium be included with the Employee's regular rate of pay.

ARTICLE 23

Split Shifts

23.01 An Employee shall not be required to work a split shift.

23.02 Notwithstanding the above, if an Employee agrees to work a split shift the Employee shall receive a split shift premium of fifty cents (\$0.50) per hour for all hours worked on the scheduled shift.

ARTICLE 24

Reporting Pay

24.01 An Employee hired for casual employment shall be paid a minimum of three (3) hours pay at the Employee's hourly rate when an expected work period is cancelled and the Employee was not notified of such cancellation a minimum of forty-eight (48) hours prior to the cancelled work period. This provision shall not apply when the expected work period is cancelled due to fire, flood, earthquake, or other acts of natural hazard outside of human control requiring closure of part or all of the University operations.

ARTICLE 25

Standby Pay

25.01 Standby means that an Employee is designated by the Employer to be immediately available to return to work outside of the Employee's regular working hours, whether or not the Employee actually does return to work.

25.02 An Employee on Standby shall be paid the amount of one-half (1/2) hour's pay at the regular rate for each four (4) hours on Standby or major portion thereof on a day that is not a Paid Holiday. For Standby on a Paid Holiday, the payment shall be one (1) hour's pay at the regular rate for each four (4) hours on Standby or major portion thereof.

25.03 When an Employee, while on Standby, is unable to report to work when required, no compensation shall be granted for the total Standby period.

25.04 An Employee who is called back to work during a period of Standby, shall be compensated pursuant to Clause 25.02 for the Standby period and paid pursuant to Article 26 for the hours worked on call back.

25.05 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 26

Call Back Pay

- 26.01 Subject to Clause 26.03, when an Employee is called back to work by his Supervisor for a period in excess of two (2) hours, including time spent traveling directly to and from work, he shall be compensated at the applicable overtime rate for hours worked pursuant to Article 21 - Overtime. For such Call-Back on a Paid Holiday, the rate of compensation shall be time and one-half (1 1/2) for all hours worked up to the equivalent of full normal daily hours and double (2X) time for additional hours worked thereafter.
- 26.02 Subject to Clause 26.03, an Employee who is called back to work one or more times within a two hour period and for whom the time worked and the time spent traveling directly to and from work totals two (2) hours or less, shall be compensated at straight time for a minimum of three (3) hours.
- 26.03 There shall be no minimum guaranteed compensation nor compensation for time spent traveling if the call-back is contiguous with a normal working period.
- 26.04 When an employee on vacation or outside of their normal work hours is contacted on a work related issue by their supervisor, or other staff members at the direction of their supervisor, they shall be entitled to compensation of one (1) hour of pay in addition to any other earned compensation for time worked.

ARTICLE 27

Acting Incumbency

- 27.01 Subject to Clause 27.03, an Employee assigned by the Employer to temporarily perform all or substantially all of the principal duties of a Position having a higher Classification (the "Incumbent's Position") shall receive Acting Incumbency Pay.
- 27.02 "Acting Incumbency Pay" means the lesser of one hundred and ten percent (110%) of the Employee's Pay Rate, or subject to the approval of the Employer, the maximum Pay Rate for the Range of the Incumbent's Position.
- 27.03 An Employee is not entitled to receive Acting Incumbency Pay until the Employee has performed all or substantially all of the principal duties of the Incumbent's Position for a minimum period of five (5) consecutive Work Days, during which time the Employee may also be required to perform some or all of the duties of the Employee's regular Position. Upon completing the aforementioned five (5) Work Day period, the Employee shall receive Acting Incumbency Pay for the entire period during which the Employee performs all or substantially all of the principal duties of the Incumbent's Position, including the initial five (5) Work Day period.
- 27.04 It is understood that only one (1) acting incumbent will be assigned as a result of any one (1) Employee's absence.

ARTICLE 28

Illness and Sick Leave

- 28.01 General Conditions
Illness means any illness, injury or quarantine affecting an Employee, but does not include injury due to accidents covered by Workers' Compensation.
- 28.02 Casual Illness
(a) Casual illness means an illness which causes an Employee to be absent

from duty for a period of three (3) consecutive working days or less.

- (b) Leave with pay due to casual illness shall be for a maximum of ten (10) working days each July 1st to June 30th year. For a period of employment less than one (1) year, this entitlement shall be calculated on the basis of one (1) day for each month worked to a maximum of ten (10) working days.
- (c) If an Employee uses the Employee's total casual sick leave entitlement, the Employee is not entitled to further paid casual sick leave for that year.
- (d) Casual illness entitlement shall have application only to days on which an Employee would otherwise normally be scheduled to work.

28.03

General Illness

- (a) General illness means an illness, which causes an Employee to be absent from duty for a period of more than three (3) consecutive working days.
- (b) Illness leave entitlement, each July 1 to June 30, will be as follows:
 - (i) In the first year of service, an Employee shall be entitled to accumulate two (2) days pay per full month worked, for use as sick leave entitlement.
 - (ii) After one (1) year of service leave with pay due to general illness shall be for a maximum of eighty (80) work days. This entitlement shall be reinstated immediately upon return to work in the case of each unrelated illness. In the case of a recurrence of the illness or disability, and the Employee is not eligible for Long Term Disability benefits, then the amount of illness leave taken shall be reinstated when the Employee has returned to work and resumes normal duties on a regular schedule for a period of not less than ten (10) consecutive work days.
- (c) After the eighty (80) work days general illness entitlement has expired, the Employee will no longer receive a salary from the University. The Employee must apply for long term disability which is subject to approval by the Carrier. The Employer will notify the Union when an Employee goes on Long Term Disability. If within **six (6)** months after recovery from a disability for which monthly benefits are being received under the Long Term Disability Insurance program the Employee again becomes disabled, such disability will be considered a continuation of the previous disability.
- (d) Annual vacation will not accrue for periods of general illness over eighty (80) work days.
- (e) Benefits will continue during the first eighty (80) work days of general illness leave.
- (f) The Employer requires medical proof of illness to verify the Employee's absence. The Employer, in addition to the medical proof may also require a medical statement that the Employee is fit to return to work. The Employee shall be advised of this requirement prior to returning to work.
The Employer shall reimburse the Employee for physician costs incurred for providing the medical proof of illness and the medical statement.
- (g) When a day designated as a Paid Holiday falls within a period of general illness, an Employee shall not receive any additional entitlement in respect of that day.

28.04 Medical and Dental Appointments

An Employee may be granted time off to attend: personal, medical, dental, or eye appointments, or those of the Employee's dependents, provided authorization is received from the Employer in advance and every attempt is made to schedule appointments to least interfere with the Employee's regular hours of work.

Time off in excess of four (4) consecutive hours during scheduled working hours shall be charged against casual illness entitlement.

28.05 When a day designated as a Paid Holiday falls within a period of general illness, an Employee shall not receive any additional entitlement in respect of that day.

ARTICLE 29

Workers' Compensation Supplement

29.01 If an Employee sustains an injury in the course of duties with the Employer which causes the Employee to be absent from work and eligible to receive Workers' Compensation, the Employee will not suffer a loss in pay, provided the Employee assigns any benefits payable under Workers' Compensation to the University.

29.02 Such supplement as identified above shall immediately cease in the instances, when:

- (a) Final determination is made pursuant to the provisions of the *Workers' Compensation Act* that the Employee is able to return to work;
- (b) The Workers' Compensation Board grants the Employee a permanent pension for either partial or total disability and the Employee becomes eligible for the amount of benefits provided by the Insurer of the University's Long Term Disability Plan;
- (c) The expiration of two (2) years from the date of the injury.

29.03 An Employee who is injured on the job during working hours and is required to leave the job site for treatment, or is sent home as a result of such accident, will not suffer a loss in pay for that day.

29.04 All incidents should be reported within twenty-four (24) hours to the Employee's immediate Supervisor, or the Human Resources Department, but in any event, all incidents shall be reported within seventy-two (72) hours.

ARTICLE 30

Employee Benefits

30.01 The Employer agrees to maintain current benefits plans covering Alberta Health Care, Group Life Insurance, Long Term Disability, Accidental Death and Dismemberment, Extended Health, Dental, Dependent Life Insurance, and General Liability Insurance for eligible members of support staff.

30.02 Upon execution of the Agreement, the cost of premiums for the aforementioned benefits shall be shared between the Employer and Employee upon the following basis:

	Employee Contribution	Employer Contribution
Group Life Insurance		100%
Long Term Disability	100%	
Accidental Death and Dismemberment		100%
Extended Health		100%

Dependent Life Insurance	100%	
Dental		100%
General Liability Insurance		100%
Optional Life Insurance	100%	

30.03 Both the Employer and Employee shall continue contributions to the Local Authorities Pension Plan, as per the *Local Authorities Pension Plan Act*, and in accordance with the regulations, guidelines, and stipulations of the Plan.

30.04 The Employer will provide to an Employee, upon request, brochures concerning all benefit plans for which the Employee is eligible for participation. Brochures/booklets containing benefit summaries shall be provided to employees upon appointment and following changes to the brochures/booklets.

30.05 The Employer shall provide the President of the Union and Local/Chapter Chairperson with copies of the Plan documents for Benefits listed above and any amendments to those policies. Booklets containing plan summaries shall be provided to Employees upon appointment and following plan changes.

30.06 The Local will be consulted prior to any amendments being made in coverage.

30.07 (a) Employees on unpaid leaves of absence may continue benefits coverage in the Employer's group benefit plans during the leave for the period(s), and under the conditions, specified in the group plan contract by paying one hundred percent (100%) of the premium costs of participation in the benefit plans in advance or providing monthly payments in advance. Such coverage shall not exceed twelve (12) months in duration. Employees choosing not to participate in the benefit plans during periods of leave without pay waive the right to benefits under the plans during the period of leave, and must comply with the plan eligibility criteria, restrictions and waiting periods upon return from leave.

(b) Effective date of ratification Regular Part-time Employees referred to in 1.01(g)(i) who choose to continue benefits shall have the Employer pay eighty percent (80%) of the cost of coverage as per 30.02 for Employee Benefits during the layoff period. Individual Employees must continue with the same benefit coverage as subscribed to throughout the employment period.

30.08 Eligible members under this Article means the member must be eligible under the eligibility criteria, plan restrictions and waiting periods established by the carrier.

All benefit plans specified in this Article shall be in accordance with the terms and conditions contained in the policy of insurance of which the University is the policyholder. The University shall have the right to change the insurance carriers and/or plans provided current benefits are maintained.

The terms of the policies of insurance and plan conditions shall not be considered as incorporated in the collective agreement by reference or by necessary intentment. Differences respecting any matters related to the administration and application of the benefit plans therefore are not subject to the grievance, mediation and arbitration provisions of this agreement.

30.09 Healthcare Spending Account (HCSA) and Lifestyle Spending Account (LSA)

Benefit eligible Employees elect in writing annually their intent to allocate credits to the Healthcare Spending account and/or Lifestyle Spending account. Eligible expenses incurred through the election to the Lifestyle spending account will be

considered a taxable benefit upon expenditure, so that eligible expenses may be reimbursed and may include Lifestyle expenses to pay for eligible physical activity, healthy living or personal growth expenses.

Eligibility

- (a) A HCSA/LSA shall be implemented for all benefit eligible Employees in accordance with Article 30.
- (b) A Regular benefit eligible Employee who is employed in more than one (1) position with the Employer will receive one (1) HCSA/LSA based upon the combined total of their fulltime equivalencies (FTEs).

Calculation

The HCSA/LSA shall be calculated as follows:

- (a) Effective January 1, 2019, the Employer shall contribute one thousand dollars (\$1,000.00) per benefit year per Benefit Eligible Employee into an annual HCSA/LSA.

If the Employee has not been continuously employed for the twelve (12) months preceding January 1st, the amount of the HCSA/LSA will be prorated proportionate to the number of full months remaining in the twelve (12) month period prior to January 1st.

Utilization

The HCSA/LSA may be used for the following purposes:

- (a) Reimbursement through the Healthcare spending account eligible expenses are those qualified as medical expense tax credits under the *Income Tax Act* and includes items such as prescription eyeglasses, dental expenses, medical devices and supplies, prescription drugs and services of paramedical practitioners as per Revenue Canada. Any unused balance of that calendar year's designation to the Healthcare spending account will be carried forward to the following calendar year on a per Benefit Eligible Employee. Carry-over provisions for Healthcare spending account balances will be for one (1) additional calendar year only.
- (b) Reimbursement through the Lifestyle spending account for eligible physical activity, healthy living or personal growth expenses subject to tax calculated as specific CRA rates calculated on Lifestyle expenditures. A copy of eligible activities can be obtained from the insurance company. Carry-over provisions for Lifestyle spending account balances will be for one (1) additional calendar year only.

Implementation

- (a) Benefit eligible Employees may annually allocate in writing credits to a Healthcare spending account and/or Lifestyle spending account. The Allocation Form is available through the Payroll office of AUArts.
- (b) Where the Employer is the administrator of the account, for either Healthcare spending or Lifestyle spending, it shall determine the terms and conditions governing the components of the HCSA/LSA that it administers. A copy of these terms and conditions shall be provided to the Chair of the Chapter and to the Union.
- (c) Where the Employer chooses to contract with an insurer for the administration of either the Healthcare spending or Lifestyle spending,

either in whole or in part the administration of the Account shall be subject to and governed by the terms and conditions of the applicable contract or component contract. A copy of this contract shall be provided to the Chair of the Chapter and to the Union.

- (d) The HCSA/LSA shall be implemented and administered in accordance with the Income Tax Act and applicable Regulations in effect at the time of implementation and during the course of operation of the HCSA/LSA.
- (e) Employees who are laid off after January 1st in the year in which the funds are available shall maintain access to the fund for the balance of that calendar year while on layoff.
- (f) Reimbursement for the Healthcare spending account and Lifestyle spending account will be provided by the insurance company following submission of original receipts.

An Employee who terminates employment voluntarily and who within ninety days (90) of that termination within the same calendar year of termination commences employment with the same Employer shall have their HCSA/LSA maintained. It is understood that an Employee is only entitled to one (1) HCSA/LSA within a calendar year.

ARTICLE 31
Paid Holidays

31.01 Subject to Provincial and Federal regulations and civic proclamations, Employees are entitled to one (1) day's paid leave for each of the following Holidays:

- (a)

New Year's Day	Canada Day
Family Day	Civic Holiday (1 day)
Good Friday	Labour Day
Easter Monday	Thanksgiving Day
Victoria Day	Remembrance Day
Christmas Eve	Christmas Day
Boxing Day	
- (b) Stampede Holiday: one half (1/2) day to be taken off with regular pay any time during the week Calgary Stampede is held.
- (c) Subject to Article 31.01(a) and (b), in addition to the holidays specified above, the following Christmas Float Days shall be granted to those employees who are regularly scheduled to work on these days:
 - (i) On December 27, 28, and 29 when Christmas Day falls on a Monday
 - (ii) On December 27, 28, and 31 when Christmas Day falls on a Tuesday
 - (iii) On December 27, 30, and 31 when Christmas Day falls on a Wednesday
 - (iv) On December 29, 30, and 31 when Christmas Day falls on a Thursday
 - (v) On December 29, 30, and 31 when Christmas Day falls on a Friday
 - (vi) On December 29, 30, and 31 when Christmas Day falls on a Saturday

(vii) On December 28, 29, and 30 when Christmas Day falls on a Sunday

(d) The President may, subject to operation requirements, designate specified essential services to remain open during one or all of the Christmas Float Days.

31.02 When a day designated as a Holiday under Clause 31.01(a) falls on an Employee's regularly scheduled day of rest and the Employer has not scheduled a common day in lieu, the Employee shall be granted the option of:

(a) a mutually agreed upon day off with pay at the Employee's regular rate, or,

(b) pay at the Employee's regular rate for the Holiday.

31.03 An Employee who is required to work on an observed Holiday or Float Day, as identified in 31.01, shall receive:

(a) pay at the overtime rate for the hours worked, pursuant to Article 21 - Overtime, and,

(b) one (1) day off in lieu with pay at the Employee's regular rate at a time(s) agreed between the Employee and the Employer.

31.04 When a day off in lieu is granted under 31.03(b), Employees shall arrange to take the time off within one (1) month, or receive pay in lieu of time off at the expiration of the one (1) month. Once scheduled, the alternate day off shall not be rescheduled except by mutual agreement.

ARTICLE 32

Annual Vacation Leave

32.01 An Employee shall not take vacation leave without the prior authorization of the Employer. Vacation scheduling shall be determined by the Employer in accordance with operational requirements, taking into consideration the preferences of the Employee.

32.02 Vacation leave entitlement, with pay, shall be earned as follows:

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

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

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

(d) After ten (10) year's service: twenty-five (25) working days/year, or two point zero eight (2.08) days/month.

(e) After fifteen (15) year's service: thirty (30) working days/year, or two point five (2.5) days/month.

(f) After twenty-five (25) year's service: thirty-five (35) working days/year, or two point nine (2.9) days/month.

32.03 No vacation entitlement shall be earned during any leave of absence without pay in excess of forty-five (45) calendar days or during any absence due to sickness or injury in excess of forty-five (45) calendar days.

32.04 A Paid Holiday as provided in Article 31 - Paid Holidays, which occurs during the period of vacation leave will not be included towards the number of day(s) taken

for purposes of vacation entitlement recording.

- 32.05 The Employer shall, subject to operational requirements, make every effort to grant an Employee upon request, at least two (2) weeks of annual vacation entitlement during the summer months.
- 32.06 An Employee shall earn vacation leave pursuant to Clause 32.02 when authorized the following absences:
- (a) financially assisted Education Leave,
 - (b) any other authorized leave of absence with pay from the Employer.
- 32.07 Vacation leave may be taken in one continuous period or in separate periods.
- 32.08 Except as is otherwise provided herein, vacation leave in respect of each year of service shall be taken:
- (a) within twelve (12) months after the end of that year, and,
 - (b) at such time or times as may be approved by the Employer.
- 32.09 The Employer may consider written requests to carryover vacation leave from one year to the next. Approval of such requests must be in writing.
- 32.10 Once vacations are authorized, they shall not be changed, other than in cases of emergency, except by mutual agreement.
- 32.11 An Employee, who terminates employment from the Alberta University of the Arts, will be paid out for the vacation entitlement earned, but not taken, to the effective date of termination.

ARTICLE 33

Leaves

- 33.01 Employees have a professional responsibility to the University, and as such, requests for planned absences will be approved only if there is no unreasonable disruption to the University.
- Dependent upon the nature and duration of the absence request, the absence may be either with or without pay, subject to the discretion of the Supervisor.
- 33.02 **Discretionary Leave with Pay**
- Other than in exceptional circumstances, no more than ten (10) working days per regular Full-time equivalent year will be granted as leave with pay.
- Where possible, the request must be documented in writing in advance of the absence. The reasons for discretionary leave may include personal leave such as bereavement, family illness and other emergencies; except that up to two (2) days of Discretionary Leave with Pay shall be granted for conditions that require the Employee to be away from work for personal reasons.
- 33.03 **Discretionary Leave without Pay**
- A leave of absence without pay must be authorized by the Employee's immediate Supervisor, prior to such time(s) the leave(s) is to be taken. Leave of absence without pay may be approved providing operational requirements permit, and the availability of suitable replacement personnel permit.
- 33.04 A request for leave of absence without pay must where possible be submitted in writing at least two (2) weeks in advance of the commencement of the leave.
- The leave will not normally exceed twelve (12) months in duration, unless

mutually agreed to by both Parties.

33.05 Employees on a leave of absence without pay shall not be eligible for any remuneration including statutory holiday entitlement, and those on leave for a period in excess of forty-five (45) calendar days shall not accumulate seniority or service entitlement to vacation and other benefits.

33.06 **Protected Leaves**

Eligible Employees are entitled to job protected unpaid leaves under the *Employment Standards Code*. Seniority is accrued while on an Employment Standards job protected leave.

ARTICLE 34

Maternity/Parental Leave

34.01 Maternity Leave

(a) Entitlement

A pregnant Employee who has been employed for at least ninety (90) calendar days is entitled to maternity leave without pay.

The maternity leave to which a pregnant Employee is entitled is a period of not more sixteen (16) weeks.

The Employer shall not deny the pregnant Employee the right to continue employment during the period of pregnancy unless the pregnancy interferes with the performance of their duties. The Employer may require medical documentation verifying that there are no health related issues that prevent continued employment. The cost of such documentation shall be paid by the Employee.

(b) Commencement of Maternity Leave

A pregnant employee must give their employer at least six (6) weeks written notice of the date they will start their maternity leave.

Maternity leave shall commence at a time designated by the Employee, within thirteen (13) weeks of the estimated delivery date, but no later than the actual date of birth of the child.

An Employee on maternity leave must take a period of leave of at least six (6) weeks immediately following the date of delivery, unless the Employee and their Employer agree to shorten the period by the Employee giving their Employer a medical certificate indicating that resumption of work will not endanger their health.

(c) If an Employee elects to continue benefits coverage, the cost-sharing arrangements provided by Clause 30.02 of Article 30 - Employee Benefits, shall be provided for the maximum length of the leave, subject to the approval by the insurer.

(d) Seniority Status

While on Maternity Leave, an Employee shall be entitled to accumulate seniority in accordance with the provisions of this Agreement.

34.02 Parental Leave

(a) Entitlement

An Employee is entitled to parental leave as follows:

- (i) in the case of an Employee entitled to maternity leave, a period of not more than sixty two (62) consecutive weeks immediately following the last day of maternity leave;
- (ii) in the case of a parent who is not entitled to Maternity Leave and has been employed by the Employer for at least ninety (90) calendar days, a period of not more than sixty two (62) consecutive weeks within seventy-eight (78) weeks after the child's birth; or after the child is placed with the adoptive parent in the case of adoption.

If Employees described under this clause are parents of the same child, the parental leave may be taken wholly by one of the Employees, or be shared by the Employees. The Employer is not required to grant parental leave to two Employees at the same time, if the two Employees are parents of the same child.

(b) Commencement of Parental Leave

An Employee must give the Employer at least six (6) weeks written notice of the date the Employee will start parental leave unless:

- (i) the medical condition of the birth parent or child makes it impossible to comply with this requirement;
- (ii) the date of the child's placement with the adoptive parent was not foreseeable.

If the Employee cannot comply with the written notice requirement for any of the reasons stated under (i) or (ii) above, the Employee must give the Employer written notice at the earliest possible time of the date the Employee will start or has started parental leave.

Employees who intend to share parental leave must advise the Employer of their intention to share parental leave.

34.03

Return from Maternity/Parental Leave

- (a) Upon receipt of a minimum of four (4) weeks notice of the Employee's intention to return to work, the Employee shall be guaranteed to return to their former job assignment, or be placed in another job assignment, at no less than the salary and benefits level that they had prior to commencement of the leave. An Employee must resume work on the date specified in the written notice and if the Employee fails to return to work on that date, the Employee is not entitled to resume work subsequently unless the failure to return to work resulted from unforeseeable or unpreventable circumstances.

If an Employee fails to provide at least four (4) weeks notice before the end of the leave period to which the Employee is entitled, the Employee may not resume work unless the failure to provide the notice resulted from unforeseeable or unpreventable circumstances.

An Employee who does not wish to return to employment following maternity or parental leave must give four (4) weeks written notice of intention to terminate employment.

- (b) An Employee who returns from leave under the provisions of this Article,

shall have the leave time recognized as service towards vacation leave entitlement as per Clause 32.02.

- 34.04 An Employee who is not yet on maternity leave, and requests accommodation through temporarily revised job duties due to medical reasons, may be granted a transfer to more suitable work if available. Where no suitable position or duties are available, the Employee may either commence maternity leave if eligible under Article 34.01 (b), or, General Illness as per Article 28.03.
- 34.05 Maternity / Parental Leave shall be without pay except when the Employee provides a medical practitioner's statement outlining the duration of pregnancy-related sick leave required, in which case the Employee may access General Illness as per Article 28.03.

ARTICLE 35
Court Leave

- 35.01 An Employee who is summoned or required to attend as a witness or defendant or to serve jury duty (including jury selection) to appear in Court, shall be allowed a leave with pay, but any witness fee receivable shall be paid to the Employer.
- 35.02 The Employee may be required to provide the Employer with proof of service from an Officer or Clerk of the Court.

ARTICLE 36
Health and Safety

- 36.01 Pursuant to occupational health and safety legislation, the Employer, the Union, and the Employees recognize and acknowledge a joint responsibility in maintaining a safe and secure working environment.
- 36.02 The Employer,
- (a) agrees to provide a facility where all members of the University community can safely perform their assigned duties,
 - (b) will insure that critical health and safety workplace documents are available and
 - (c) will ensure that support staff employees carry out safety-related duties assigned to them.
- 36.03 As required of all workers under the legislation, support staff employees are responsible to ensure that they, students and any other employees that may be under their supervision:
- (a) receive appropriate training and supervision in safe work practices and the safe operation of equipment,
 - (b) engage in the safe storage and handling of materials and substances and
 - (c) identify and report unsafe equipment and work practices to the designated employee of the University.
- 36.04 The Employer is committed to an active Health and Safety Committee composed of a broad representation from constituencies within the University, including AUPE representation. The Health and Safety Committee shall include in its considerations health and safety matters referred by any member of the University community and identified as unhealthy or unsafe situations at the work site. The committee will make recommendations to the appropriate areas and/or managers to improve the health and safety of employees and students, and will follow up

on the actions recommended.

Minutes of all meetings of the Health and Safety Committee Meetings shall be sent to the Chair of AUPE Local 071/006 within thirty (30) days.

Time off without loss of regular earnings will be granted to Employees while attending meetings of the Health and Safety Committee.

ARTICLE 37

Discrimination and Harassment

- 37.01 This Agreement has been negotiated with the intent to comply with the provisions of the *Alberta Human Rights Act* and the **AUArts Respectful Workplace Procedure**.
- 37.02 The Employer and the Union agree that there shall be no discrimination or harassment as per the above *Act* and **Procedure**.
- 37.03 The Employer, Union and Employees are committed to having a safe and respectful workplace where harassment is not tolerated.
- 37.04 The Employer, Union and Employees agree, in applying the terms contained in this agreement, to abide by the Board's policy concerning discrimination and harassment. The Parties agree that the Board's policy shall be used in the interpretation of this Article.
- 37.05 Nothing in this Article precludes an Employee from filing a grievance in accordance with Article 13, Grievance Procedure, or a complaint with the Alberta Human Rights Commission.

ARTICLE 38

Protective Clothing

- 38.01 In accordance with the *Occupational Health and Safety Act* and the Occupational Health and Safety Regulations or any other applicable legislation, protective clothing, safety footwear, and safety equipment, shall be provided by the Employer at no cost to the Employee. All such clothing and equipment remains the property of the Employer, and is to be used by the Employee only in job related tasks.

ARTICLE 39

Travel and Subsistence

- 39.01 Employees who incur travel and subsistence expenses in the performance of authorized Employer business shall be reimbursed for those expenses in accordance with current Employer procedure and rates.

ARTICLE 40

Indemnification

- 40.01 An Employee shall not be required to make up cash shortages in the course of their employment.
- 40.02 No replacement fee will be charged to any Employee returning access/identification cards, keys or equipment.
- 40.03 The Employer will maintain comprehensive general liability and insurance for all Employees. The Employer will pay one hundred percent (100%) of the premium cost of such insurance.

ARTICLE 41

Contracting Out

- 41.01 The Employer will not contract out services that will result in the loss of Permanent Bargaining Unit positions without meaningful consultation and discussion with the Union.
- 41.02 The Union and Chapter Chair shall be provided at least sixty (60) days' notice prior to when the final decision is required. Lesser notice may be provided when urgent issues rapidly emerge.
- 41.03 The Employer agrees that it will disclose to the Union the nature of and rationale for the initiative, scope and potential impacts on Employees and any anticipated timeframe for the initiative.
- 41.04 During the consultation the Parties shall discuss the reasons for and possible alternatives to the contracting out initiative including efforts to maximize the use of Bargaining Unit Employees by examining potential retraining and redeployment opportunities.
- 41.05 The Union and Chapter Chair may at any point ask to discuss with the Employer services that are currently contracted out for specified work. Upon such a request the Employer agrees to entertain and give serious consideration to submissions and rationale from the Union based on an identified interest for specific work where the Union feels the Bargaining Unit may be better able to perform those services.
- 41.06 The outcome of the process in this Article is not subject to the Grievance Procedure.

ARTICLE 42

Professional Development and Training / Continuing Education Tuition Waiver

- 42.01 The Employer encourages and supports professional development activities for all Regular Employees. Where the Employee elects to undertake professional development activities that are job related or where the Employer requires an Employee to undertake training specifically required by the **Employer**, the costs to enroll and attend such activities shall be borne by the Employer, provided that:
- (a) Written application is approved;
 - (b) Operational requirements permit;
 - (c) Availability of funding exists;
 - (d) Upon successful completion of the approved professional development activity, the Employee shall submit expenses for reimbursement.
- 42.02 Overtime shall not apply to Employees voluntarily participating in Professional Development activities.
- 42.03 Regular Employee(s) who apply to enroll in Continuing Education course(s) at AUArts, are entitled to a tuition waiver providing:
- (a) the course is not fully subscribed (subject to maximum class limitations), and;
 - (b) the break-even point in terms of enrollment has been acquired.

ARTICLE 43

Rates of Pay

- 43.01 Employees shall be paid in accordance with the Pay Rates specified for the Classification of their Position as set out in Schedule "A" for the period July 1, 2017 to June 30, 2019.

For the period July 1, 2019 to June 30, 2020, Schedule A is subject to a wage re-opener. If the Parties are unable to reach an agreement by September 30, 2019, the Parties agree to advance the matter to arbitration.

43.02 Casual and Hourly paid Employees shall be paid in accordance with the Pay Rate set out in Schedule "B" for the period July 1, 2017 to June 30, 2019.

For the period July 1, 2019 to June 30, 2020, Schedule B is subject to a wage re-opener. If the Parties are unable to reach an agreement by September 30, 2019, the Parties agree to advance the matter to arbitration.

43.03 The Pay Rate of each Employee shall remain fixed until July 1 of each year at which time the Employee shall be eligible to receive one (1) increment; except the value of an increment shall be reduced when:

- (a) A full increment would exceed the maximum of the Range
- (b) The Employee has not been continuously employed for the twelve (12) months preceding July 1.
 - (i) The amount of the prorated increment shall be proportionate to the number of full months worked in the twelve (12) month period prior to July 1.
- (c) An Employee received a Pay Rate increase as a result of a reclassification or promotion in the twelve (12) months prior to July 1.
 - (i) The amount of the prorated increment shall be proportionate to the number of full months worked in the higher classification in the twelve (12) month period prior to July 1 in the same year the reclassification/promotion occurred.

43.04 In the event that the Employer has just cause to withhold the aforementioned increment, the Employer will notify the Employee, in writing, a minimum of one (1) month before July 1. The Employee's pay may be increased at any later date at the discretion of the Employer.

43.05 Over Range Employees shall be compensated at the same annual percent increase to salaries as all other Employees. Compensation shall be in the form of a lump sum payment, and made effective the first full pay period following ratification of the collective agreement by the parties.

ARTICLE 44

Printing of Agreement

44.01 Printing of the Collective Agreement shall be the joint responsibility of the Employer and the Alberta Union of Provincial Employees. Costs for printing shall be shared equally between the Employer and the AUPE.

44.02 The printing of the Collective Agreements will be processed at AUPE Headquarters.

44.03 Once printing and delivery of the agreement is completed, the Employer shall provide each current Employee with a copy.

44.04 The Employer shall provide a copy of the Collective Agreement to each new Employee upon appointment.

44.05 Each Party further agrees to pay full cost of printing additional copies that they order beyond the initial print run.

ARTICLE 45

Effective Date and Term

- 45.01 This Agreement shall take effect from the date of signing by the Union, and shall remain in effect until June 30, 2020. The Agreement shall continue in effect thereafter unless notice of amendment is served by either Party upon the other not less than sixty (60) days and not more than one hundred and twenty (120) days preceding the expiration of said Agreement.
- 45.02 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 is signed; or
 - (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*.
- 45.03 The following Schedules are appended to and form part of this Agreement:
- (a) Schedule "A" - Classification and Range Grid
 - (b) Schedule "B" - Hourly Rate of Pay
 - (c) Schedule "C" - Position Classifications
- 45.04 Any notice required to be given under the terms of this Agreement or the Act shall be deemed to have been sufficiently served if personally delivered or delivered by prepaid courier or mailed in a prepaid registered envelope addressed in the case of the Employer to:
- The President + CEO
Alberta University of the Arts
1407 - 14th Avenue N. W.
Calgary, Alberta, T2N 4R3
- and in the case of the Union to:
- The President
Alberta Union of Provincial Employees
10451 - 170 Street
Edmonton, Alberta, T5P 4S7

Schedule "A"

April 1, 2023 – 1.25% increase to salary schedule

December 1, 2023 – 1.50% increase to salary schedule

*December 1, 2023 – contingent gain share of 0.5%

*Gain Sharing Formula:

Alberta's 20-year average (2000-2019) of Real Gross Domestic Product (GDP) is 2.7%. Provided that the "Average of All Private Forecasts for Alberta's Real GDP" for 2023 Calendar Year is at or above 2.7% as of February of 2024, then an additional 0.5% will be added to wages retroactively effective to January 1, 2024.

"Average of All Private Forecasts for Alberta's Real GDP" for 2023 Calendar Year would be a simple average of Alberta's Real GDP for 2023 across the following independent forecasting institutions:

- Conference Board of Canada
- Stokes Economics
- BMO Capital markets
- CIBC World Markets
- Laurentian Bank
- National Bank
- RBC Royal Bank
- Scotiabank
- TD Bank

The most recent publicly available forecast for Alberta's Real GDP for 2023 would be sourced from each institution at the time the pay-out determination would be made in February 2024.

Schedule "B"

April 1, 2023 – 1.25% increase to salary schedule

December 1, 2023 – 1.50% increase to salary schedule

*December 1, 2023 – contingent gain share of 0.5%

*Gain Sharing Formula:

Alberta's 20-year average (2000-2019) of Real Gross Domestic Product (GDP) is 2.7%. Provided that the "Average of All Private Forecasts for Alberta's Real GDP" for 2023 Calendar Year is at or above 2.7% as of February of 2024, then an additional 0.5% will be added to wages retroactively effective to January 1, 2024.

"Average of All Private Forecasts for Alberta's Real GDP" for 2023 Calendar Year would be a simple average of Alberta's Real GDP for 2023 across the following independent forecasting institutions:

- Conference Board of Canada
- Stokes Economics
- BMO Capital markets
- CIBC World Markets
- Laurentian Bank
- National Bank

- RBC Royal Bank
- Scotiabank
- TD Bank

The most recent publicly available forecast for Alberta's Real GDP for 2023 would be sourced from each institution at the time the pay-out determination would be made in February 2024.

Schedule "C"
Position Classification as at July 1, 2019

Classification (Points)	Position
8 (1209-1350)	Strategic Lead - Alumni Engagement Program Developer - Continuing Education Curriculum Specialist – Continuing Education
7 (1001-1208)	Assistant Registrar Community Engagement Strategist Educational Art Technician – Ceramics Educational Art Technician – Digital, Electronic, Fabrication Educational Art Technician – Fibre Educational Art Technician – Fine Arts Educational Art Technician – Exhibitions Preparator Educational Art Technician – Glass Educational Art Technician – Jewellery Educational Art Technician – Print Media Educational Art Technician – Sculpture Information + Business Analyst Woodshop Technician
6 (807-1000)	Audio Visual Resources Technician Lead Business Process Analyst Computer Technician Media Arts Computer Technician Digital Media Technician – IOLAB Digital Media Technician – Web Exhibition + Programs Coordinator Financial Aid + Student Awards Advisor Gifts Administrator Recruitment + Admissions Officer Intermediate Accountant Student Academic Advisor Student Recruitment Operations Coordinator
5 (654-806)	Academic Administration Coordinator – Academic Affairs Accounting Coordinator Accounts Payable Coordinator Audio Visual Technician Library Technical Services Coordinator Public Services Coordinator – Library Reference + Learning Services Specialist Indigenous Coordinator

Classification (Points)	Position
4 (538-653)	Accounting Clerk/ Cashier – Bookstore Cashier/ Accounting Assistant - Finance Receiving/ Distribution Clerk Program Assistant – Continuing Education Student Affairs Assistant
3 (381-537)	Library Assistant
2 (294-380)	Bookstore Cashier
1 (40-293)	Receptionist

Signed on behalf of the Alberta University of the Arts and on behalf of Alberta Union of Provincial Employees Local 071/006

ALBERTA UNIVERSITY OF THE ARTS

ALBERTA UNION OF PROVINCIAL EMPLOYEES

DATE: _____

DATE: _____

WITNESS

WITNESS

LETTER OF UNDERSTANDING # 1

BETWEEN

THE BOARD OF GOVERNORS OF
THE ALBERTA UNIVERSITY OF THE ARTS

AND

THE ALBERTA UNION OF PROVINCIAL EMPLOYEES, LOCAL 071/006

Re: Flexible Time Program

1. The Parties agree that notwithstanding Article 20.01 - Hours of Work, eligible Employees who opt into the Flexible Time Program shall, during the term of this Collective Agreement, work seven and one-half (7.5) hours per day Monday through Thursday and thirty-seven (37) hours per week at regular rates of pay for the months of September through April, and seven (7) hours per day and thirty-five (35) hours per week for the months of May through August.
2. Eligible Employees may opt in/ out of the Flexible Time Program at time of hire, or during the annual enrollment period as determined by Human Resources. Once opted in/ out, Employees may not change their election until the next fiscal year.
3. For the months of September through April, eligible opted in Employees will earn one-half (0.5) hour to be banked as Flexible Time for each full day worked Monday to Thursday.
4. Flexible Time shall not be earned when the Employee is on annual vacation leave, sick leave, general illness leave, discretionary leave, protected leaves, paid holidays, or on work days when time off is taken under Article 28.04 Medical and Dental Appointments.
5. For the months of September through April the overtime rates specified in Article 21.03 only apply to opted in Employees for hours worked over seven and one half hours (7.5) per day Monday through Thursday and thirty-seven (37) hours per week.
6. Flexible Time off scheduling shall be determined by the Employer in accordance with operational requirements, taking into consideration the preferences of the Employee.
7. Flexible Time off may be taken in consecutive days, in full or half day increments.
8. Any Flexible Time earned but not taken at the end of the fiscal year or upon termination of employment shall be paid out at the Employee's regular rate of pay.
9. Employees who do not normally work a Monday to Friday schedule, shall still be able to opt into the Flexible Time Program, but the days they earn Flexible Time shall include the first four (4) days in their weekly schedule.
10. Eligible Employees include all Regular Full-time Employees as defined in Article 1.01(f).

On behalf of the Employer

On behalf of the Union

Date

Date

LETTER OF UNDERSTANDING # 2

BETWEEN

THE BOARD OF GOVERNORS OF
THE ALBERTA UNIVERSITY OF THE ARTS

AND

LOCAL 071/006 OF THE ALBERTA UNION OF PROVINCIAL EMPLOYEES

Re: Service Recognition Bonus

1. Effective the date of ratification by the Parties a Regular Employee who has been continuously employed at the University for a minimum of fifteen (15) years, shall be entitled to a Service Recognition Bonus of two hundred dollars (\$200.00) per month.
2. Any Employee who is currently receiving the Service Recognition Bonus shall continue to do so.

On behalf of the Employer

On behalf of the Union

Date

Date

LETTER OF UNDERSTANDING # 3

BETWEEN

THE BOARD OF GOVERNORS OF
THE ALBERTA UNIVERSITY OF THE ARTS

AND

LOCAL 071/006 OF THE ALBERTA UNION OF PROVINCIAL EMPLOYEES

Re: Local Union Accommodation

The Employer will supply the AUPE Local with on campus office space.

On behalf of the Employer

On behalf of the Union

Date

Date

LETTER OF UNDERSTANDING # 4

BETWEEN

THE BOARD OF GOVERNORS OF
THE ALBERTA UNIVERSITY OF THE ARTS

AND

LOCAL 071/006 OF THE ALBERTA UNION OF PROVINCIAL EMPLOYEES

Re: Professional Development Fund

The Employer and the Union are committed to learning and development for Staff. As part of this commitment, the Employer agrees to establish a Human Resources Development fund (the fund) of twenty thousand dollars (\$20,000.00) annually to be administered by the Joint Committee.

Every fiscal year, the Employer shall allocate twenty thousand dollars (\$20,000.00) to the Fund.

The Employer recognizes the value of staff training and development. Upon an approved request by the Employee, the Employer may authorize an Employee's attendance with pay and shall compensate the Employee for all approved costs, which may include wages, fees, tuition, books, required materials, accommodations and other reasonable expenses.

The Parties will convene and make decisions subject to the terms of reference of the Joint Committee. The committee shall be composed of the Director, Human Resources (1), two (2) management members and four (4) AUPE Local 71/006 members.

The purpose of the Fund is to enable Regular Employees to access learning opportunities (including conventions, courses, workshops or seminars) that will improve, enhance or expand the employee's performance, qualifications, skills or expertise in his/her current position or develop future job related skills according to the terms of reference established by the committee.

The Parties encourage discussion between the employee and his/her supervisor to identify learning and development plans and potential learning opportunities where the Fund may apply, as part of the on-going performance management process

However, the cost of job-specific training required by the Employer or legislation will not normally be charged to the fund.

On behalf of the Employer

On behalf of the Union

Date

Date

LETTER OF UNDERSTANDING # 5

BETWEEN

THE BOARD OF GOVERNORS OF
THE ALBERTA UNIVERSITY OF THE ARTS

AND

LOCAL 071/006 OF THE ALBERTA UNION OF PROVINCIAL EMPLOYEES

Re: Student Employees

1. The parties agree students in positions which are designated as student jobs will be employees covered by Certificate No.9-97, and referred to as Student Employees as per Article 1.01(j). Where students are employed in a position covered in Schedule "C" (Position Classifications), they shall continue to be deemed to be Employees under this Agreement, but not in a student job.
2. Student employees are engaged to perform variable work on an irregular schedule for not less three (3) hours per shift.
3. The parties agree that student employees as defined in this LOU shall be compensated as per Schedule "B". All other rights and entitlements are defined in Article 3.03.
4. Union dues deductions shall be made in accordance with Article 6.
5. The parties agree that the following positions are designated as student jobs:
 - Student Ambassador
 - Student Gallery Attendant
 - Student Studio Assistant
 - Student Production Assistant
 - Student Shelver
 - Student Circulation Assistant
 - Student Exhibition Assistant
 - Student Photographer
 - Student Facility Attendant
6. The parties agree that any new position designated as a student job must be done so by mutual agreement, using the following criteria:
 - Position does not allow for access to student academic records or employee records
 - Position provides opportunity to enhance the student experience and/or contribute to incumbent's learning
 - No elements of supervision are exercised (e.g., staff, technical operations, health + safety)
 - Work is conducted within clear guidelines and/or well understood precedents
 - Supervisory assistance is readily available and work is monitored frequently
 - Work results have limited impact; minimal risk to institution, self or visitors

7. This Letter of Understanding remains in force throughout the life of the current (2017-2020) Collective Agreement.

On behalf of the Employer

On behalf of the Union

Date

Date