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Article #	Title	Sign Date	Off	Old Language	New Language
1	Definitions	May 25, 2022			Current
2	Jurisdiction				
3	Application				
4	Management Recognition				
5	Union Stewards				
6	Union Membership and Dues Check off				
7	Employer-Union Relations				
8	Joint Consultation	April 29, 2021		<p>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 Local 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.</p> <p>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.</p> <p>8.03 Time off without loss of regular earnings will be granted to Employees while attending meetings of the Joint Consultation Committee.</p>	<p>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 Local 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.</p> <p>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.</p> <p>8.03 Time off without loss of regular earnings will be granted to Employees while attending meetings of the Joint</p>

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						Consultation Committee.
9	Time off for Union Business					
10	New or February 15, 2022 Altered Position Description	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 Local Chairperson.	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 Local Chairperson 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 President of the Union and Local Chairperson.		(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 President 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.		(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		(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

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		Clause may be extended by mutual agreement between the Parties provided such agreement is in writing.			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.	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.			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.	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			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 President of the Union and Local Chairperson.		Resources. The Employer shall give written notice to the President 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.		(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.	10.04	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		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:		(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		(i) A representative of the Employer; and
	(ii)	A representative appointed by the local Chairperson.		(ii) A representative appointed by the local Chairperson Chapter Chair .
	(b)	The employee has the right to appear before the Classification Appeal Committee for the		(b) The employee has the right to

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		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.		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.		(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.		(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 his decision in writing within ten (10) workdays of receipt of the appeal.	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 his their decision in writing within ten

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				(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) workdays of receipt of the appeal.
			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.	10.07	(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. 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.
11	Probationary Period	February 15, 2022	11.01	All new Regular Employees shall serve a probationary period of six (6) months, commencing on the first (1 st) day of their employment.	11.01	All new Regular Employees shall serve a probationary period of six (6) months, commencing on the first (1 st) 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.	11.02	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 Chair of the Local no later than ten (10) workdays prior to the expiration of the probation period.	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 Chair of the Local 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	11.04	The employment of a Probationary

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				shall not be submitted to Arbitration.				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.	11.05		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.	11.06		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.		
12A	Lay-off and Recall	May 25, 2022		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.01		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.02		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.03		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	12A.04		12A.04	Lay-offs are subject to retention of Employees capable of performing the work to be done, and then, where		

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		applicable, in reverse order of seniority.		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.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.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.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.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	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	

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	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.		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	<p>A Regular Full-time Employee or a Regular Part-time Employee shall be paid severance pay if:</p> <p>(a) the Employee has not been recalled within one hundred and eighty (180) calendar days from the date of lay-off; or</p> <p>(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.</p>	12A.10	<p>A Regular Full-time Employee or a Regular Part-time Employee shall be paid severance pay if:</p> <p>(a) the Employee has not been recalled within one hundred and eighty (180) calendar days from the date of lay-off; or</p> <p>(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.</p>
12A.11	<p>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.</p> <p>Employees with fifteen (15) or more completed years of service shall be given an additional four (4) weeks of pay.</p>	12A.11	<p>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.</p> <p>Employees with fifteen (15) or more completed years of service shall be given an additional four (4) weeks of pay.</p>
12A.12	All further rights of an Employee under this Agreement shall be forfeited upon receipt of severance 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,	12A.13	Severance pay shall not be paid to an Employee who has been dismissed,

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			resigned or retired.		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.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.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.
12B	Position Abolishment	May 25, 2022	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.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	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

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		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.			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:	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.			(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.			(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.	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.			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	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

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		<p>a Position Abolishment. In the event that a Displacement is selected by the Employee, and approved by the Employer, the following shall apply:</p> <p>(a) Upon Displacement from one Position to another Position of the same Classification, no Pay Rate adjustment occurs.</p> <p>(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.</p>			<p>a Position Abolishment. In the event that a Displacement is selected by the Employee, and approved by the Employer, the following shall apply:</p> <p>(a) Upon Displacement from one Position to another Position of the same Classification, no Pay Rate adjustment occurs.</p> <p>(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.</p>
	12B.06	The Employee displaced as a result of being bumped, shall then become subject to the position abolishment rights within this Article.	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.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	12B.08		An Employee who receives a severance payment and who is subsequently rehired within one year to a Regular

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				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.		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.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.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 Local in writing within two (2) working days of the Position Abolishment.	12B.11	When a Position Abolishment occurs, the Employer shall notify the Local Union and Chapter Chair in writing within two (2) five (5) working days of the Position Abolishment.
13	Grievance Procedure	April 29, 2021			Current	
14	Personnel File	March 18, 2021			Current	
15	Disciplinary Action					
16	Seniority	April 29, 2021	16.01	Seniority is defined as the length of continuous and/or recurring service with the Employer calculated by hours of work excluding overtime. 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. Seniority for Part-time Employees shall be accumulated on a pro-rata basis. The Employer will provide seniority reports to the Local Chairperson on an as needed	16.01	Seniority is defined as the length of continuous and/or recurring service with the Employer calculated by hours of work excluding overtime. 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.

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		basis in the event of a dispute arising concerning the calculation of seniority.		Seniority for Part-time Employees shall be accumulated on a pro-rata basis. The Employer will provide seniority reports to the Local Chairperson 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.	16.02	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 rRegular 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:	16.03	Upon completion of the probationary period, seniority shall be effective from the date of last hire.
	(a)	If the Employee is discharged for just cause;		
	(b)	If the Employee resigns voluntarily;	16.04	An Employee will lose seniority in the following circumstances:
	(c)	If the Employee receives severance pay, or is laid off for a period in excess of twelve (12) months;		(a) If the Employee is discharged for just cause;
	(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.		(b) If the Employee resigns voluntarily;
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	16.05	(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.
				An Employee who is on lay off as per the

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				for refusal to return to work.		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.
17	Job Opportunities	May 3, 2021	17.01	<p>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 Local Chairperson. The notice shall set out a summary of:</p> <ul style="list-style-type: none"> (a) the responsibilities of the position; (b) the qualifications, experience, skills and abilities required for the position; (c) the classification; and (d) the applicable wage rate or range. 	17.01	<p>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 Local Chairperson. The notice shall set out a summary of:</p> <ul style="list-style-type: none"> (a) the responsibilities of the position; (b) the qualifications, experience, skills and abilities required for the position; (c) the classification; and (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.	17.02	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.	17.03	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
			17.04	In assessing internal candidates, performance will also be considered. Where the education, qualifications,		

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			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.	17.04	preference over external candidates.
		17.05	All applicants shall be informed in writing of their acceptance or rejection as soon as possible after the appointment is made.		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.
		17.06	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.	17.05	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.
		17.07	The Parties may mutually agree to waive application of this Article.	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.
18	Pay Affecting Transfers, Promotions or Demotions	May 3, 2021		Current	
19	Attendance and Notice of Resignation	May 3, 2021		Current	
20	Hours of Work	February 15, 2022		Current	
21	Overtime	May 25, 2022		Current	
22	Shift Differential/ Weekend Premium	May 25, 2022		Current	
23	Split Shifts				

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24	Reporting Pay	February 15, 2022	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 God requiring closure of part or all of the University operations.	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 God natural hazard outside of human control requiring closure of part or all of the University operations.
25	Standby Pay					
26	Call Back Pay					
27	Acting Incumbency	May 25, 2022			Current	
28	Illness and Sick Leave					
29	Workers Compensation Supplement					
30	Employee Benefits	May 25, 2022			Current	
31	Paid Holidays	May 25, 2022			Current	
32	Annual Vacation Leave	May 25, 2022			Current	
33	Leaves	May 25, 2022			Current	
34	Maternity/Parenatal Leave					
35	Court Leave	May 25, 2022			Current	
36	Health and Safety					

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37	Discrimination and Harassment	February 15, 2022	37.01	This Agreement has been negotiated with the intent to comply with the provisions of the <i>Alberta Human Rights Act</i> .	37.01	This Agreement has been negotiated with the intent to comply with the provisions of the <i>Alberta Human Rights Act</i> 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 <i>Act</i> .	37.02	The Employer and the Union agree that there shall be no discrimination or harassment as per the above <i>Act</i> and Procedure .
			37.03	The Employer, Union and Employees are committed to having a safe and respectful workplace where harassment is not tolerated.	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.	37.04	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.	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.
38	Protective Clothing	February 22, 2021			Current	
39	Travel and Subsistence	February 15, 2022			Current	
40	Cash Shortage					
41	Contracting Out	February 15, 2022	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.	41.01	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 shall be provided at least sixty	41.02	The Union and Chapter Chair shall be

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				(60) days' notice prior to when the final decision is required. Lesser notice may be provided when urgent issues rapidly emerge.		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.	41.03	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.	41.04	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 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.	41.05	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.	41 .06	The outcome of the process in this Article is not subject to the Grievance Procedure.
42	Professional Development and Training / Continuing Education Tuition Waiver	February 15, 2022			Current	
43	Rates of Pay	May 25, 2022	43.01	Employees shall be paid in accordance with the Pay Rates specified for the Classification of their Position as set out	INSERT CHANGES from MOA	

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- 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.
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			(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.
44	Printing of Agreement		
45	Effective Date and Term		
	Schedule A	May 25, 2022	
			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%

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***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.

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

Schedule B May 25, 2022

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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

LOU #	Title	Sign Off Date	Old Language		New Language	
1	Flexible Time Program	May 25, 2022	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	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

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LOU #	Title	Sign Off Date	Old Language	New Language
			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.	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.	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.	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,	4. Flexible Time shall not be earned when the Employee is on annual vacation leave, sick leave, general illness leave,

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LOU #	Title	Sign Off Date	Old Language	New Language
			discretionary leave, protected leaves, paid holidays, or on work days when time off is taken under Article 28.04 Medical and Dental Appointments.	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.	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.	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.	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	8. Any Flexible Time earned but not taken at the end of the fiscal

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LOU #	Title	Sign Off Date	Old Language	New Language
			year or upon termination of employment shall be paid out at the Employee's regular rate of pay.	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.	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).	10. Eligible Employees include all Regular Full-time Employees as defined in Article 1.01(f).
			11. Notwithstanding the above, the Parties agree the application of the LOU to those positions identified in Schedule "c" as "Educational Art Technician" and "Woodshop Technician" will be piloted until June 30, 2020 and will be reviewed for its impact to student experience, the operations, and the	11. Notwithstanding the above, the Parties agree the application of the LOU to those positions identified in Schedule "c" as "Educational Art Technician" and "Woodshop Technician" will be piloted until June 30, 2020 and will be reviewed for its impact to student experience, the operations, and the

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LOU #	Title	Sign Off Date	Old Language	New Language
			budget.	budget.
			12. The review will be led by a joint committee comprised of the Chair of the Chapter, an Educational Art or Woodshop Technician, Studio Manager, and a representative from Human Resources. The joint committee shall meet no less than three (3) times during the pilot with the intent of assessing the success of LOU#1. The joint committee shall issue a report to the Employer no later than August 1, 2020, and a decision rendered no later than August 30, 2020, as to the continuation of the Flexible Time Program's application to the Educational Art Technicians and Woodshop Technicians.	12. The review will be led by a joint committee comprised of the Chair of the Chapter, an Educational Art or Woodshop Technician, Studio Manager, and a representative from Human Resources. The joint committee shall meet no less than three (3) times during the pilot with the intent of assessing the success of LOU#1. The joint committee shall issue a report to the Employer no later than August 1, 2020, and a decision rendered no later than August 30, 2020, as to the continuation of the Flexible Time Program's application to the Educational Art Technicians and Woodshop Technicians.
2	Service Recognition Bonus	May 25, 2022		Current
3	Local Union Accommodation	May 25, 2022		Current
4	Professional Development Fund	May 25, 2022		Current
5	Student Employees	May 25, 2022		Current