

**COLLECTIVE AGREEMENT**

**BETWEEN**

**THE BOARD OF GOVERNORS OF  
BOW VALLEY COLLEGE**

**AND**

**THE ALBERTA UNION  
OF PROVINCIAL EMPLOYEES LOCAL  
071/011**

**July 1, ~~2017-2020~~ to June 30, ~~2020~~2024**

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Preamble

This Agreement made the ~~15<sup>th</sup>~~ day of ~~November, 2019~~

BETWEEN

The Board of Governors of Bow Valley College(hereinafter  
referred to as the Employer)

of the first partand

The Alberta Union of Provincial Employees  
(hereinafter referred to as the Union)

of the second part

and

WHEREAS, the Union has the sole right to negotiate and conclude a Collective Agreement on behalf of the Employees of the Employer pursuant to the Public Service Employee RelationsAct; and

WHEREAS, the Parties are mutually desirous of entering into a Collective Agreement with the intent and purpose to promote a harmonious relationship between the Employees and the Employer, and to set forth in the Collective Agreement rates of pay, hours of work and conditions of employment.

NOW THEREFORE, the Parties hereto mutually agree as follows:

## ARTICLE 1

### Definitions

1.01 In this Agreement, unless the context otherwise requires:

- (a) ~~The masculine, the feminine or both shall mean~~This document uses "they/them/their" pronouns which are intended to~~and~~ include all genders, gender identity and gender expression. "They/them/their" includes both plural and the singular. and similarly, the singular shall include the plural and vice-versa, as applicable;
- (b) A word used in the singular may also apply in the plural;
- (c) "Act" means the Public Service Employee Relations Act;
- (d) "Union" means The Alberta Union of Provincial Employees;
- (e) "Local" means Local 071/011 of the Union;
- (f) "Employer" means the Board of Governors of Bow Valley College (or any person authorized by the President and Chief Executive Officer (CEO) to act on their behalf);
- (g) "President" means the President and Chief Executive Officer (CEO) of Bow Valley College;
- (h) "Employee"

means a person who is employed by the Employer in one of the following categories and who is covered by this Collective Agreement:

#### Continuous Employees

- (i) "Continuous Full-time Employee" means an Employee who is hired into a continuous full time position, as established and approved by the Employer, and who is regularly scheduled to work the full normal Hours of Work, as outlined in Article 13 - Hours of Work;
- (ii) "Continuous Part-time Employee" means an Employee who is hired into a continuous part time position, as established and approved by the Employer.

A Continuous part-time employee is either:

- (a) regularly scheduled to work not less than one-half (1/2) of the full normal hours of work, as outlined in Article 13 - Hours of Work; or
- (b) is regularly scheduled to work a variable number of hours per week that averages not less than one-half (1/2) of the full normal hours of work per week when calculated over a one year period (normally calculated over a calendar year January 1 to December 31);

## Temporary and Project Employees

(iii) "Temporary Employee" means an Employee employed to temporarily replace a Continuous Full-time or Continuous Part-time Employee on leave or secondment. The duration will be at least four (4) months and not normally exceeding twenty-four (24) months.

Should the Employer want to extend the letter of appointment, wherever possible, twenty (20) working days' notice shall be communicated to the Employee, Union Representative, and Chapter Chairperson. The employer reserves the right to waive notice in extenuating circumstances.

The Temporary Employment Period will only be extended by written mutual agreement between the Employer and the Union.

(iv) "Project Employee" means either a Full-time or Part-time Employee employed to perform duties directly related to a defined planned program of work or a combination of defined planned programs of work for a specified period of time covering the duration of the defined project(s). The nature and duration of the project, and the period of employment shall be specified in the Employee's letter of appointment, a copy of which shall be provided to the Union Representative, and Chapter Chairperson. ~~Service Representative.~~ The employment period beyond the specified period in the letter of appointment may be extended by mutual agreement between the Employer and the Union Representative ~~Service Representative.~~

Such Employees will become Continuous Employees if employed for a period in excess of sixty (60) consecutive months in the same position.

Should the Employer want to extend the letter of appointment, wherever possible, twenty (20) working days' notice shall be communicated to the Employee, Union Representative, and Chapter Chairperson. The employer reserves the right to waive notice in extenuating circumstances.

## Casual Employees

(iii)(v) A Casual Employee is an employee employed to meet short term staffing needs and/or less than half time employment, and/or where the number of days, weeks or months required is irregular.

Casual Employees are those who:

- (a) Work on a on call basis and do not have regularly scheduled hours; or
- (b) Are regularly scheduled either full-time or part-time for a period of four (4) months or less for a specific job; or
- (c) Relieve for absences due to the absence for vacation leave, sick leave, compassionate leave or leave of absence of continuous, temporary or project employees for periods of four (4) months or less
- (d) Are regularly scheduled for weekly hours of work that are less than eighteen (18) hours per week or average less than eighteen (18) hours per week when calculated monthly. Casual employees shall not be scheduled for less than three (3) hours per shift.



Casual Employment is non-permanent employment on an hourly basis. Casual Employees have no guarantee of either continued hours or duration of employment. When a Casual Employee exceeds 1885 hours of employment, the position shall be reviewed jointly by the Employer and the Union.

- (i) "Designated Officer" means a person who is authorized on behalf of the Employer to deal with grievances;
- (j) "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;
- (k) "Annual Salary" means the annual amount of an Employee's regular salary;
- (l) "Monthly Salary" means annual salary divided by twelve (12);
- (m) "Hourly Rate" means the annual salary divided by the Employee's normal annual hours of work;
- (n) "Salary Range" means the salary steps assigned to a classification
- (o) "Minimum Salary" means the lowest salary step of the salary range assigned to a classification;
- (p) "Maximum Salary" means the highest salary step of the salary range assigned to a classification;
- (q) "Salary Step" means a single salary rate within the salary range;
- (r) "Increment" means the difference between one salary step and the next salary step within the same salary range;
- (s) "~~Work Day~~ Workday" means any day on which an Employee is normally expected to be at ~~his~~-their place of employment;
- ~~(t)~~ (t) "Department" means an organizational unit as designated or delegated by the Employer;
- ~~(+)(u)~~ (u) "Dismissal/Dismissed" means to ~~discharge~~-terminate an Employee's employment with the Employer, for just cause;
- ~~(+)(v)~~ (v) "Statutory Declaration" means a document containing verified statements sworn by an Employee to be the truth before a Commissioner for Oaths and made subject to criminal prosecution for false statements.
- ~~(+)(w)~~ (w) "Seniority" for all Continuous Employees shall be the date upon which the Continuous Employee commenced in the bargaining unit, including prior periods of uninterrupted service as a Continuous, Temporary or Project Employee.
- ~~(x)~~ (x) "Service" means the length of continuous employment with- the Employer from date of hire.
- ~~(+)(w)~~ (y) "Chapter Chairperson" Component Officer of the Union elected by the Chapter membership.

**ARTICLE 2**

**Terms of Employment**

2.01 The Employer during the life of this Agreement may with the agreement of the Union:

- (a) alter rates of Employee compensation, or,
- (b) alter any Employee entitlement or Employee rights

which are contained within this Agreement and upon such agreement these changes shall become the rates, entitlements, or Employee rights.

**ARTICLE 3**

**Application**

3.01 The provisions of this Agreement apply as specified in this Article to Employees as defined in Article 1 - Definitions who are in the Bargaining Unit and are employed in classifications set out in the Salary Schedule.

3.02 This Agreement applies to:

- (a) (i) a Continuous Full-time Employee;
- (ii) a Continuous Part-time Employee; however, where applicable, it shall be applied on a pro-rata basis, except the Benefits Articles which shall be applied as follows:

- (a) Article 28A - Eligibility for Extended Health, Dental and Health Spending Account coverage shall be the same as if that employee was a full-time Employee

- (b) Article 28B - Public Service Pension Plan (PSPP) (in accordance with the regulations of the Plan);

- (b) Project Employees shall be granted all terms and conditions of this Agreement, however where applicable, shall be applied on a pro-rata basis for an Employee who works part-time, except that the following Articles shall not apply:

Article 10A Layoff ~~and~~ Recall ~~and Termination~~

Article 10B Position Abolishment

Article 32 Maternity and Parental Leave, if the term of the appointment does not extend beyond the length of the proposed maternity or parental leave

Project Employees shall be granted the following terms and conditions after the completion of one (1) year of service:

Article 26 General Illness including Long Term Disability (LTD) during the first 24 months of disability following the waiting period

Article 28A Benefit Plans including for a project Employee who works part-time (not less than one-half (1/2) of the full normal hours of work) eligibility for Extended Health, Dental and Health Spending Account Coverage shall be the same as if that employee was a full-time Employee

- (c) a Temporary Employee, however, where applicable, shall be applied on a pro-rata basis for an Employee who works part-time; except the following shall not apply:

Article 10A Layoff ~~and~~ Recall ~~and Termination~~

Article 10B Position Abolishment

Article 12 Acting Incumbency

Article 19 Workers' Compensation Supplement except Clauses 19.05 and 19.07

Article 22 Probationary Employee and Period

Article 32 Maternity and Parental Leave

Temporary Employees shall be granted the following terms and conditions after

the completion of one (1) year of service:

Article 26 General Illness (Including Long Term Disability (LTD) during the first 24 months of disability following the waiting period), except where a Temporary Employee is regularly scheduled to work less than one half (1/2) of the full normal hours of work

Article 28A Benefit Plans including for a Temporary Employee who works part-time (not less than one-half (1/2) of the full normal hours of work) - eligibility for Extended Health, Dental and Health Spending Account Coverage shall be the same as if that employee was a full-time Employee

(d) a Casual Employee, except that the following shall not apply:Article

~~10A Layoff and Recall, and Termination~~

~~Article 10B Position Abolishment~~

Article 12 Acting Incumbency

Article 14 Overtime, Clause 14.04 - Compensatory time off

Article 19 Workers' Compensation Supplement

Article 22 Probationary Employee and Period

Article 25 Casual Illness

Article 26 General Illness

Article 28A Benefit Plans

Article 28B Public Service Pension Plan (PSPP)

Article 29 Paid Holidays - except 29.03 Article

30 Annual Vacation Leave

Article 31 Compassionate and Special Leave

Article 32 Maternity and Parental Leave

Article 34 Employment Insurance Premium Reduction - 34.02, 34.03in their private capacity

Article 37 Leave Without Pay/~~Compassionate Care Leave~~

(e) a Casual or Temporary Employee who is dismissed for disciplinary reasons in accordance with Article 23 - Disciplinary Action, shall have access to Level 2 of the Grievance Procedure as provided in Sub-Clause 24.01(e) but not to any other Levels of the Grievance Procedure. However, a Casual or Temporary Employee shall not have access to Article 24 - Grievance Procedure in the case of termination of employment.

3.03

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

(a) paid holidays pursuant to Article 29 - Paid Holidays, be allowed, in addition to ~~his~~ their regular hourly earnings, pay at five point two percent (5.2%) of ~~his-their~~ regular hourly rate earnings, and for working on a paid holiday, pay at time and one-half ~~his-their~~ regular hourly rate for all hours worked up to the equivalent of full normal daily hours and double time thereafter; and

(b) annual vacation leave pursuant to Article 30 - Annual Vacation Leave, be allowed in addition to ~~his-their~~ regular hourly earnings, pay at six percent (6%) of ~~his-their~~

regular hourly earnings.

3.04

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

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**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.

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## **ARTICLE 5**

### **Union Recognition**

- 5.01 The Employer recognizes the Union as the exclusive Bargaining Agent for all Employees covered by Alberta Labour Relations Board Certificate No. E219-99 except those Employees excluded by the Public Service Employee Relations Act, or by written agreement between the Parties, or by mutual agreement of the Parties at the time of signing of the Agreement.
- 5.02 Written or verbal agreements with individual Employees outside the terms of the Collective Agreement are prohibited.
- 5.03 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. The text of such information shall be submitted to the Director, Human Resources ~~Department~~ for approval prior to posting and a decision shall be provided within twenty-four (24) hours ~~of the following workday.~~
- 5.04 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.
- 5.05 (a) The Local shall be permitted to use the College's internal e-mail during non-business hours for the purpose of communicating with their Members. This activity shall be carried out in accordance with and subject to the restrictions and limitations of the College policy, guidelines, and procedures on computers and networks. The Union shall provide a copy to the Director, Human Resources ~~Director~~ of any e-mail communication sent through the electronic AUPE distribution list that the Union would otherwise have posted on a bulletin board.
- (b) The Union agrees the College Computers and Networks policy is not incorporated by reference into the Collective Agreement.
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## **ARTICLE 6**

### **Legislation and the Collective Agreement**

- 6.01 In the event that any law passed by the Government of Alberta or Canada renders null and void, or reduces any provision of this Agreement, the remaining provisions shall remain in effect for the term of the Agreement and the Parties hereto shall negotiate, in accordance with the bargaining procedures of the Act, a satisfactory provision to be substituted for the provision rendered null and ~~void, or void or~~ reduced.
- 6.02 Where a difference arises out of the provisions contained in an Article of the Collective Agreement, and the subject matter is also covered in Employer regulations, guidelines or directives, the Collective Agreement shall supersede the regulation, guideline or directive.
-



## ARTICLE 7

### Union Membership and Dues Check-Off

- 7.01 All Employees covered by this Agreement shall become Members of the Union as a condition of employment. An Employee who has a religious objection to becoming a Member of the Union shall be permitted to opt out of Membership by providing the Union with a signed Statutory Declaration outlining the objection within sixty (60) consecutive calendar days from the date of commencement of employment, but such Employee shall continue to pay Union Dues.
- 7.02 All Employees covered by this Agreement shall be required to pay Union Dues as a condition of employment. The Employer shall, therefore, deduct Union Dues from the pay of all Employees covered by this Agreement. The Union shall advise all Employees and 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 Employees and the Employer at least thirty (30) days prior to the effective date of the change.
- ~~7.03~~ The Employer shall remit Union Dues deducted from the pay of all Employees to the Union by the first working day after the fifteenth (15th) calendar day in the following month. Where an accounting adjustment is necessary to correct an over or under payment of Dues, it shall be ~~effected~~ affected in the succeeding month. The deductions remitted shall be accompanied by particulars identifying each Employee in electronic form showing Employee number, classification, starting date, the amount of Union Dues deducted, the Employee's name and last known address. Further, the Employer shall provide to the Union, a monthly list containing the name and last known address of Employees for whom Long Term Disability Insurance benefits have commenced or terminated in that month.
- ~~7.04~~ The Employer will provide the Chapter Chairperson with a listing of all current bargaining unit Employees, on a monthly basis. The listing will include the Employees' name, Employees' work email, Employees' department, Employees' classification, Employees' start date, and Employees' status. The Employer will also provide the Chapter Chairperson with a listing of all new Employees hired into the bargaining unit and Employees who have been terminated, on a monthly basis.
- ~~7.03~~ 7.05 The Union shall be given the opportunity to prepare an orientation video for all new AUPE Employees. This video shall be for the sole purpose of explaining the role of AUPE on the worksite and what AUPE offer to its membership. This presentation shall be recorded with the assistance of College resources. Once the video is finalized and approved by the College, it shall be posted and viewable on the College's intranet with a link to the AUPE website for members to access additional information.
- ~~7.04~~ 7.06 The Union agrees to indemnify and save the Employer harmless against any claim or liability arising out of the application of this Article.

## ARTICLE 8

### Employer-Union Relations

- 8.01 The Employer will grant Union Representatives access to its premises for a specific purpose provided prior approval has been obtained through the Human Resources Department. The foregoing approval shall not be unreasonably denied.
- 8.02 (a) Upon ratification of this Agreement, the Union shall provide to the Employer a current list of:
- (i) Local Officers and Union Stewards. This list shall include the name and, where available, the work location of these Employees and,
  - (ii) the names and titles of the Union Representatives assigned to the Employer by the Union.
- The Union will ensure that the Employer is informed of any changes to these lists.
- (b) Upon ratification of this Agreement the Employer shall provide the Union with a list of the College Vice Presidents and of the contacts in the Human Resources Department to be used by the Union. The Employer will ensure that the Union is informed of any changes to this list.
- 8.03 Union Membership meetings may be held on Employer premises outside of normal work hours with the prior approval of the Employer and subject to availability of facilities.
- 8.04 The Employer acknowledges the right of the Union to appoint Employees in the Bargaining Unit as Union Stewards.
- 8.05 The Union shall determine the number of Union Stewards, having regard to the plan of organization, and the distribution of Employees at the ~~work place~~workplace. When difficulties arise, the Union and the Employer shall consult in order to resolve the difference.
- 8.06 The Employer recognizes the Union Steward as an official representative of the Union.
- ~~8.07 The Employer shall notify the Local Union Steward/Representative of all new Employees hired.~~

## ARTICLE 9

### Time Off for Union Business

- 9.01 Subject to Clause 9.03, time off, without loss of regular earnings, will be provided for the following:
- (a) Employees authorized by the Union, not to exceed five (5) in number, for time spent meeting with representatives of the Employer at formal Employee Management Committees where matters of mutual concern are discussed.
  - (b) Employees authorized by the Union, for time spent meeting with the Employer at formal Safety Committee Meetings during normal working hours, and for Meetings of the Joint Health and Safety Committee as provided by the Occupational Health and Safety Act.
- 9.02 Under the terms of Clause 9.03, paid time off subject to reimbursement under [Article Clause 9.04](#), will be provided for the following:
- (a) Members of the Local Executive, to administer the Local;
  - (b) Members of the Negotiating Committee for time spent meeting with representatives of the Employer during the formal negotiating of a Collective Agreement and for Union Preparatory meetings during these negotiations;
  - (c) Members authorized by the Union to attend the Annual Convention of the Alberta Union of Provincial Employees;
  - (d) Members authorized by the Union to represent the Union at conventions of other Employee organizations;
  - (e) Members authorized by the Union to attend seminars, courses, and conferences. It is understood that wherever possible such seminars, courses and conferences will be held during periods when the Employer's offices are closed;
  - (f) Members of the Provincial Executive of the Union, to attend general meetings which are held once every two (2) months; and,
  - (g) Members of the Union Standing Committees to attend regular committee meetings normally held every two (2) months.
  - (h) Members of the Union Executive Committee, to attend meetings.
- 9.03 In all of the foregoing provisions, time off shall be granted except where it will hinder the Employer's operations. The Union shall provide the Employer with a copy of the request for time off. Employees shall provide a minimum of ten (10) working days notice when requesting time off under Clause 9.02; however, consideration shall still be given in cases where the ten (10) working days' notice is not provided.
- 9.04 To facilitate the administration of Clause 9.02 of this Article, the Employer will grant the leave of absence and continue to pay the Employee and invoice the Union. The Union will reimburse the Employer for the Employee's salary and applicable allowances, and reasonable administrative costs, including compensation costs of any employee hired to perform the duties of the employee on union leave, whichever is greater, which the Union shall promptly pay.

**ARTICLE 10A**

**Layoff and, Recall and Termination**

- 10.01 This Article shall apply only to Continuous Employees who have successfully completed their probation period.
- 10.02 For the purposes of this Article, the following definitions shall apply:
- (a) "lay-off" - a temporary ~~or permanent~~ separation from employment with an anticipated future recall;
  - (b) "similar employees" - two (2) or more Employees having a common status performing the same or similar functions in the same ~~work-unit~~Department within ~~the same~~a classification, at the same location.;
- 10.03 In the event of lay off, the Employer will make a reasonable effort to effect reductions to similar employees through attrition. ~~The Employer will arrange a meeting with the Union, prior to any discussion with the Employee(s) to review circumstances, notify the Union of: including:~~
- (i) the timing and specific process to be followed;
- And to discuss:
- ~~(i)~~ (ii) any other matter(s) the parties deem relevant.
- The Employer shall notify the Employee(s) to be laid-off at least twenty (20) working days prior to the effective date of lay-off (working notice); or shall make payment in lieu of notice. The sum of the working notice period and any payment in lieu shall be equivalent to at least twenty (20) working days Employees with ten (10) or more completed years of service shall be entitled to an additional five (5) days of working notice or payment in lieu of notice for each additional five (5) years of service over ten (10) years to a maximum of thirty (30) working days of notice or payment in lieu of notice.
- The Employer will meet with the affected Employee(s) and the Union Representative to discuss available options and alternative strategies to mitigate the impact to Employee(s).
- During the period of working notice, the Employer will allow the affected Employee a reasonable amount of time off, with pay, to interview with prospective employers outside of the College.
- 10.04 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~~God~~ requiring closure of part or all of the College's operations.
- 10.05 When similar Employees are to be laid-off, the Employer shall lay-off such Employees in reverse order of their seniority providing those retained have the experience, skills, and are qualified and able to perform the work that is available.

- 10.06 An Employee may be recalled to the job from which the Employee was laid off onto a similar continuous job within the same classification. Recall of such similar Employees shall be on the basis of seniority provided the Employee ~~is has the experience, skills and are~~ qualified and able to perform the ~~work that is available—work.~~ Notice of recall shall be made by email to the last known personal email address of the Employee. Upon the employer sending 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. At least three (3) attempts will be made to contact the Employee by telephone and email.
- 10.07 An Employee shall be responsible for providing the Employer with ~~his—their~~ current personal contact information including address, a personal email address, and telephone number ~~for~~ recall purposes.
- 10.08 Seniority is lost and the Employer shall not be obliged to recall an Employee:
- (a) when the Employee resigns, retires, or employment is properly terminated, or
  - (b) when the Employee does not return to work on recall within ten (10)~~work days~~workdays of the stated reporting date, or the Employee cannot be located after a reasonable effort to recall the Employee; or
  - (c) upon the expiry of one hundred eighty (180) calendar days following the original date of lay-off during which time the Employee has not been recalled to work, or
  - (d) when an Employee refuses the recall offer to their former classification and employment status.
- 10.09 If an Employee has not been recalled within one hundred eighty (180) calendar days from the date of lay-off, the Employee shall be entitled to severance pay in accordance with Clause 10B.065. the amount of three (3) week’s pay for each full year of continuous service to a maximum of forty (40) weeks pay. An Employee with fifteen (15) or more completed years of service shall be entitled to an additional four (4) weeks of severance pay. The total of notice or payment in lieu of notice under Article 10.03 and severance under Article 10.09 shall not exceed fifty (50) weeks. Severance pay will not be paid to an Employee who ~~resigned, retired, or failed to return to work when recalled as per 10.08~~ (a), (b), and (d).
- 10.10 If the lay-off is expected to exceed one hundred eighty (180) calendar days, the Employee may choose to waive rights and accept termination of employment due to lack of work within ~~ten (10)~~twenty (20) working days of lay-off, and receive severance pay in accordance with Clause ~~10B.0609~~, or, if the job will no longer exist the Employer may terminate the Employee and pay ~~him—them~~ severance in accordance with ~~this Article Clause 10B.06.~~
- ~~10.11~~ ~~If an Employee’s employment is terminated while on lay-off, the Employee shall receive severance pay in accordance with Clause 10.09.~~
- ~~10.12~~10.11 If an Employee is still employed by the Employer in some capacity other than continuous status, at the end of the one hundred eighty (180) calendar day period, the Employee shall be entitled to the amount of severance provisions calculated at the original date of layoff, set out in Clause ~~10.09~~10B.06 when such non- continuous employment terminates.
- ~~10.13~~10.12 Employee Assistance and Benefit Plans
- (a) The Employer will make the Employee aware of resources available through the Employer’s Employee and Family Assistance Program provider. The Employee shall have access to such services for the duration of the layoff and three (3)

months following termination of employment.

~~The Employer will provide, either through its own resources or through a specialized firm engaged by the Employer, career counselling and/or job search assistance to the Employee for a period of two (2) months after the layoff. The Employer and the Union shall explore the availability of other sources of assistance for retraining and job search through provincial or federal government sources.~~

~~(a)~~ (b) An Employee who is laid off under this Article and who at the commencement of the lay-off is participating in the Benefit Plans provided under Article 28A - Benefit Plans, may continue existing coverage under these Plans on the following basis:

(i) with respect to the Basic Life Insurance, Accidental Death and Dismemberment, and ~~Long-Term~~ Long-Term Disability – until the end of the month in which the layoff occurs.

(ii) with respect to Extended Health Care, and Dental Benefits - the Employee may elect to continue existing coverage under these Plans for the one hundred eighty (180) calendar day lay-off period. If the Employee elects to maintain coverage, ~~he~~ They shall submit both the Employer and Employee shares of the premium contributions in a fashion as determined by the Employer. If the Employee chooses not to continue to submit the total required premiums, coverage will cease, and the Employee shall not be entitled to any benefits under these Plans.

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**ARTICLE 10B**

**Position Abolishment**

10B.01 This article shall apply only to Continuous Employees.

10B.02 For the purposes of this Article, the following definitions shall apply:

(a) “Position Abolishment” – Occurs when the Employer eliminates a position which it does not intend to re-establish in the foreseeable future.

(b) “similar Employees” - two (2) or more Employees having a common status performing the same or similar functions in the same Department within the same a classification, at the same location.

10B.03 In the event of position abolishment, the Employer will make a reasonable effort to effect reductions in the work force through attrition prior to and during the position abolishment process. The Employer will arrange a meeting with the Union, prior to any discussion with the Employee(s) to notify the Union of:

(i) the timing and specific process to be followed;

And to discuss:

(ii) any other matter(s) the parties deem relevant.

10B.04 Once positions have been identified for abolishment, if similar Employees are identified, dismissal shall be done in reverse order of seniority providing those retained have the experience, skills, and are qualified and able to perform the work that is available.

10B.05 Prior to issuing notice of Position Abolishment, the Employer shall offer any available vacant position(s) within the bargaining unit same classification to Employees whose position(s) are being considered for abolishment in order of seniority, provided the Employee is qualified for the vacant position.

10B.06 The Employee will be given twenty (20) working days written notice, or pay in lieu, or a combination thereof, of the Position Abolishment and paid severance in accordance with the below table:

<u>Full Years of Service</u>	<u>Severance</u>
<u>1 year</u>	<u>3 weeks</u>
<u>2 years</u>	<u>6 weeks</u>
<u>3 Years</u>	<u>9 weeks</u>
<u>4 Years</u>	<u>12 weeks</u>
<u>5 Years</u>	<u>15 weeks</u>
<u>6 Years</u>	<u>18 weeks</u>
<u>7 Years</u>	<u>21 weeks</u>
<u>8 Years</u>	<u>24 weeks</u>
<u>9 Years</u>	<u>27 weeks</u>
<u>10 Years</u>	<u>30 weeks</u>
<u>11 Years</u>	<u>33 weeks</u>
<u>12 Years</u>	<u>36 weeks</u>

<u>13 years</u>	<u>39 weeks</u>
<u>14 years</u>	<u>40 weeks</u>
<u>15 years or more</u>	<u>46 weeks</u>

10B.07 An Employee who receives a severance payment and who is subsequently rehired to a new position or if the abolished position is re-established within twelve (12) months, 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 abolishment.



**ARTICLE 11**

**Attendance**

- 11.01 An Employee who is absent from duty without prior authorization shall communicate daily, within one (1) hour of ~~normal~~their starting time, the reason for ~~his~~their absence to ~~his~~their supervisor or ~~his~~their designate at ~~his~~their place of work. Employees are normally expected to advise the ~~Employer~~supervisor or designate prior to the commencement of their work shift if they will be absent or delayed.
- The time limit in this clause shall be waived when it can be established that the Employee, for acceptable reasons, was unable to contact ~~his~~their supervisor or ~~his~~their designate within the time limits specified.
- 11.02 (a) An employee shall provide written notice of not less than two (2) weeks of resignation.
- (b) The Employee, upon request will be entitled to a confirmation of employment letter.
- 11.03 An Employee who absents ~~himself~~themselves from ~~his~~their employment and who has not obtained the approval of ~~his~~their supervisor or ~~his~~their designate at ~~his~~their place of work shall, after three (3) consecutive work days of such unauthorized absence, be considered to have abandoned ~~his~~their position and will be deemed to have resigned, unless it is subsequently shown by the Employee that special circumstances prevented ~~him~~them from reporting to ~~his~~their place of work.
- 11.04 An Employee who leaves the work site during work hours without prior authorization of the supervisor may be subject to disciplinary action up to and including dismissal.

**ARTICLE 12**

**Acting Incumbency**

- 12.01 To receive acting incumbency pay, a Continuous Employee shall be designated in writing by the Employer to perform the principal duties of the higher level position for a minimum period of five (5) consecutive work days, during which time he may also be required to perform some of the duties of ~~his-their~~ regular position. On completion of the minimum five (5) day qualifying period in an acting incumbency position, an Employee shall be eligible for acting incumbency pay for the total period of acting incumbency, including the five (5) day qualifying period. Acting provisions shall not apply where an Employee is designated only limited additional duties.
- 12.02 Where an Employee is designated to be an acting incumbent in a position, ~~his-their~~ salary may be determined in accordance with the following provisions:
- ~~(a) — if he is designated to act in a position in a classification with a salary range the maximum of which is less than one (1) increment higher than the maximum of his current salary range, his acting salary shall be the lowest salary step in the new salary range that exceeds his current salary provided the maximum salary step assigned the classification is not exceeded;~~
- (a) if ~~he~~ they is-are designated to act in a position in a classification with a salary range the maximum of which is at least one (1) increment higher than the maximum of ~~his-their~~ current salary range, ~~his-their~~ acting salary shall be the lowest salary step in the new salary range that exceeds ~~his-their~~ current salary, except if the increase is less than one (1) increment, in which case ~~his-their~~ salary shall be adjusted to the salary step next higher than the lowest salary step that exceeds ~~his-their~~ current salary provided the maximum salary step assigned the classification is not exceeded;
- (b) if they are designated to act in a position outside of the Bargaining Unit, Employees will continue to be covered by the terms of this agreement.
- 12.03 It is understood that normally only one acting incumbent may be designated as a result of any one Employee's absence.
- 12.04 When an Employee who has been the acting incumbent of another position returns to ~~his-their~~ regular position, ~~his-their~~ salary shall be readjusted to that which would be in effect if he had continuously occupied that position.
- 12.05 The designation of acting incumbency shall not exceed six (6) months without mutual agreement.
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## ARTICLE 13

### Hours of Work

- 13.01 The normal hours of work for the purpose of determining pay, benefits and overtime under this Collective Agreement shall be:
- (i) thirty-six and one-quarter (36 1/4) hours per week; or
  - (ii) the equivalent of (i) above on a monthly or annual basis.
- 13.02 An Employee's pay shall be based on the hours worked by an Employee.
- 13.03 Employees covered by this Agreement shall normally receive two (2) fifteen (15) minute paid rest periods in each work period in excess of six (6) hours, one (1) period to be granted before the meal break and one (1) to be granted after. An Employee working a period of more than two (2) hours but less than six (6) hours shall be granted one (1) rest period. Rest periods shall be taken at the worksite unless otherwise approved. Rest periods shall not be granted within one (1) hour of commencement or termination of a work period.
- 13.04 A meal period of not less than one-half (1/2) hour and, except where opted in "Flex time" operations, not more than one and one-half (1 1/2) hours shall be granted to all Employees at approximately the mid-point of each work period that exceeds four (4) hours. Such meal period shall be without pay except as provided for in Clause 13.05.
- 13.05 An Employee who is directed by the Employer to perform work during ~~his~~-their meal period shall be paid for such meal period at ~~his~~-their regular rate of pay, or shall bank the time actually worked during that period at straight time rates and take the time off at a later date, as authorized by the Employer. Time worked during such an "on-duty" lunch break shall not contribute towards any overtime calculation.
- 13.06 An Employee shall not be required to work a split shift involving a break between work periods longer than the specified meal period except where there is agreement between the Employee and the Employer.
- 13.07 Notwithstanding Sub-Clause 13.01 (i) an Employee who is regularly scheduled to work forty (40) hours per week shall be paid an additional ten point three five (10.35%) percent of salary beyond ~~his~~-their regular salary rates as set out in Schedule "A".
- 13.08 When the Employer initiates a change in the Employee's regular scheduled hours of work the Employer shall provide a minimum of twenty (20) working days advanced notice to the Employee.
- The notice and reasons shall be in writing to the Employee. Through mutual agreement between the Employer and the Employee, this notice period may be reduced.
- 13.09 The notice requirement in Clause 13.08 shall not apply to the following circumstances:
- a) apply to single occasions,
  - b) apply to cases of emergency.
- 13.0713.10 The Parties agree that the Employer may implement a flexible or modified work week system under conditions as provided in Article 41 - Modified or Flexible Hours of Work of this Agreement.

## ARTICLE 14

### Overtime

- 14.01 An Employee may be required to work hours beyond regularly scheduled hours to overcome unexpected ~~work loads~~~~workloads~~ and to meet extraordinary situations. Such overtime shall be authorized by the Employer.
- 14.02 An Employee may occasionally be required to work extra time, up to fifteen (15) minutes, immediately following closing time, or to brief an oncoming shift, without payment. However, if the extra time exceeds fifteen (15) minutes, a minimum of one-half (1/2) hour overtime compensation will be paid, with compensation thereafter in accordance with Clause 14.07.
- 14.03 Subject to Clause 14.08, an Employee who has been authorized to work overtime shall be compensated as follows:
- (a) For overtime hours worked on a regularly scheduled ~~work day~~~~workday~~ at time and one-half (1 1/2) ~~his~~-~~their~~ regular hourly salary for the first two (2) hours worked in excess of ~~his~~-~~their~~ regular daily hours and at double (2X) ~~his~~-~~their~~ regular hourly salary for hours worked in excess of two (2) hours;
  - (b) For overtime hours worked on day(s) of rest:
    - (i) at time and one-half (1 1/2) ~~his~~-~~their~~ regular hourly salary for all hours worked up to the equivalent of full normal daily hours and double (2X) time for additional hours worked thereafter, on a compressed work ~~week day~~~~weekday~~ off or on ~~his~~-~~their~~ regularly scheduled first day of rest; and
    - (ii) at double (2X) ~~his~~-~~their~~ regular hourly salary for all hours worked on subsequently scheduled day(s) of rest in that rest period;
  - (c) For purposes of ~~this~~-~~their~~ subsection, authorized travel on Employer business shall be considered working hours and when authorized outside of normal working hours, or on a regularly scheduled day of rest, the overtime rates of this subsection shall apply except that an Employee shall not be compensated for travel spent proceeding to and from usual place of work and residence.
- 14.04 ~~At the request of the employee, A~~ any overtime worked ~~by the Employee~~ may be claimed as compensatory time off with pay as per Clause 14.03 in lieu of a cash settlement. However, compensatory time off shall be scheduled before the end of the current fiscal year (June 30) to be taken at a mutually agreeable time within twelve (12) months from the date that the overtime was worked. All overtime not scheduled and approved as compensatory time off by the end of the current fiscal year shall be paid out in cash.
- 14.05 An Employee who requests for personal reasons, and who as a result of such a request, is authorized to work daily or weekly hours in excess of ~~his~~-~~their~~ normal requirement, shall be compensated for the extra hours worked at straight time rates. It is not the intent of this section to deny overtime rights to an Employee.
- 14.06 (a) An Employee who is required to attend a training course or seminar on ~~his~~-~~their~~ normal day of work shall be paid at straight time rates for the hours spent on training to a maximum of ~~his~~-~~their~~ normal daily hours of work- for that period.
- (b) An Employee who is required to attend a training course or seminar on a regularly scheduled day of rest, shall be granted a day off in lieu at some other time, or if impractical to grant time off, he shall be paid at straight time rates for the hours spent on training to a maximum of ~~his~~-~~their~~ normal daily hours of work for that period.

(c) An Employee who is required to attend a training course or seminar which necessitates travel outside of the urban area in which he is employed shall be compensated at straight time rates for the actual hours spent in travel provided such travel time is in excess of ~~his~~their normal daily or weekly hours of work.

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

14.08 Part-time Employees working less than the normal hours of work stated in Clauses 13.01 and 13.07 who are required to work longer than their usual daily hours shall be paid at the rate of straight time for the hours so worked until they exceed the normal weekly hours for full-time Employees, after which the overtime provisions of Clause 14.03 shall apply.

14.09 Where Employees are working flexible hours, or a modified work week, the conditions as provided in Article 41 - Modified or Flexible Hours of Work to this Agreement shall apply.

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## ARTICLE 15

### New or Altered Classifications

- 15.01 The Employer may alter and/or establish classifications and set salary scales related thereto during the term of this Agreement provided, however, in such an event the Employer shall notify the Union of such alterations and/or new classifications and the proposed compensation related thereto.
- When the Employer proposes to exclude a new or existing classification or position that is within the group of Employees identified in ~~Article-Clause~~ 5.01 from a classification within the Bargaining Unit it shall advise the Union and the Local giving the reasons, in writing for such exclusion before the exclusion is to take effect.
- 15.02 If the proposed compensation of an altered or established classification is in dispute and is not resolved by consultation with the Employer, the Union may, within twenty (20) working days of the date the Union received the notice referred to above, serve written notice on the Employer of the Union's intention to submit the proposed compensation to Arbitration for settlement in accordance with Sub-clause 24.03(e)(ii) of the Grievance Procedure.
- Should the Union object to the exclusion of a new or existing classification identified in ~~Article-Clause~~ 15.01 within twenty (20) working days of receipt of the proposal, the exclusion shall not take place until settlement is reached pursuant to Article 24 - Grievance Procedure, commencing at Step II.
- 15.03 When the Employer establishes new or altered classifications and provides written notice to the Union after notice has been given by either Party to commence Collective Bargaining pursuant to the Public Service Employee Relations Act, the provisions of Clause 15.02 shall not apply. Compensation shall be subject to Collective Bargaining under the Act.
- 15.04 The Employer shall provide the Union with a copy of the classification specifications in effect as of the date of ratification of this Agreement.
- 15.05 An Employee will be provided with an updated job description when the duties or responsibilities of the position have changed significantly.
- 15.06 A classification review request may be made to Human Resources on an annual basis subsequent to the Employees performance review including review of the employee's job duties and position description:
- (a) where an Employee or the Employee's supervisor does not feel the Employee is correctly classified; or
  - (b) where an employee believes that the primary functions of her job class which is part of a classification listed in the Schedules are changed or are no longer an accurate reflection of the duties performed; or
  - (c) where substantive changes have been made to the position duties and/or position description.
- A classification decision will be given to the Employee in writing forty (40) working days from the date of receipt of the request for reclassification - in Human Resources.
- Any difference or dispute pertaining to a job classification as a result of the classification decision shall be subject to the Appeal Procedure in ~~Article-Clause~~ 15.08 and failing agreement be subject to collective bargaining.
- 15.07 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 the date the

application was submitted to Human Resources.

15.08 If the Employee is not satisfied with the classification decision rendered by Human Resources in Clause 15.06, the Employee may appeal the matter to the President, within twenty-one (21) calendar days of receipt of the decision referred to in 15.06 above.

Appeal Procedure

- (a) The President or designate shall, within twenty-one (21) calendar days of receipt of the appeal, establish an Appeals Committee. This Committee will consist of the President or designate, a Supervisor or designate, two (2) AUPE Representatives or designates and one (1) Faculty Member agreed to by the Executive and AUPE representatives.
- (b) The Employee has the right to appear before the Committee for the purpose of presenting information and supporting argument as well as responding to questions. The Committee may request other Employees who may have knowledge of the duties and responsibilities of the position to appear before the Committee.
- (c) The Committee will review and re-evaluate the position based on the classification specifications and other position comparators. In conducting its review the Appeals Committee shall not add to, detract from or modify the existing Classification Plan.
- (d) The President or designate shall submit the decision in writing to the Employee, the Supervisor and Human Resources within fifteen (15) days of the final meeting of the Committee.
- (e) The decision of the Appeals Committee shall be final and binding on the Employer, the Union and the Employee.

15.09 The Employee shall have the opportunity to be accompanied by a Union Steward or Union Staff Member.

15.10 The Employer shall grant the Employee and ~~his~~their Union Steward time without loss of regular pay for the purpose of attending the meeting.

15.11 Any procedure under this Article may be waived by written agreement between the Parties.

15.12 When the Union or the Employee fails to process the matter within the time limits specified in this Article, the matter will be deemed to have been abandoned. The time limit in this Article may be extended by mutual agreement between the Parties provided such agreement is in writing.

## **ARTICLE 16**

### **Call-Back Pay**

- 16.01 Subject to Clause 16.03, when an Employee is called back to work by ~~his~~their Supervisor for a period in excess of two (2) hours, including time spent travelling directly to and from work, he shall be compensated at the applicable overtime rate for hours worked pursuant to Article 14 - 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.
- 16.02 Subject to Clause 16.03, an Employee who is called back to work one (1) or more times within a two (2) hour period and for whom the time ~~worked~~worked, and the time spent travelling directly to and from work totals two (2) hours or less, shall be compensated at straight time for a minimum of three (3) hours.
- 16.03 There shall be no minimum guaranteed compensation nor compensation for time spent travelling if the call-back is contiguous with a normal working period.
- 16.04 For purposes of this Article, an Employee will be compensated either with pay or time off with pay in lieu.
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**ARTICLE 17**

**Reporting Pay**

- 17.01 A Casual Employee shall be paid a minimum of three (3) hours pay at ~~his~~their hourly rate when an expected work period is cancelled and the Employee was not notified of such cancellation on or before the day prior to the cancelled work period.
- 17.02 An Employee who reports for a regularly scheduled shift and who is assigned, without prior notification, to an alternate work shift commencing at a later time, shall receive an additional three (3) hours pay at ~~his~~their hourly rate.
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**ARTICLE 18**

**Weekend Premium**

- 18.01 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 midnight Friday to midnight Sunday. The weekend premium shall not be paid to an Employee who is not regularly scheduled to work weekends and shall receive overtime compensation for working Saturday or Sunday as a day of rest.
- 18.02 At no time shall weekend premium be included with the Employee's regular rate of pay for purposes of computing overtime payments, or any Employee benefits.
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**ARTICLE 19**

**Workers' Compensation Supplement**

- 19.01 In accordance with the Workers' Compensation Act, when an Employee sustains an injury in the course of ~~his~~-~~their~~ duties with the Employer, the Employee and ~~his~~-~~their~~ Supervisor shall report the injury to the Human Resources Department. If the injury causes the Employee to be absent from work, the Employee and the Employer shall complete the required forms for Workers' Compensation and if the claim is approved by the Workers' Compensation Board, the Employee shall be paid ~~his~~-~~their~~ regular full salary during the period he is required to remain off work up to eighty (80) consecutive days provided that the Employee assigns ~~his~~-~~their~~ Workers' Compensation payment to the Employer.
- 19.02 If the Employee has not returned to work due to injury before the eighty (80) day period has expired, he shall then be paid according to the rate prescribed by the Workers' Compensation Act.
- 19.03 The eligibility period specified in Clause 19.01 shall not apply in the event of a recurrence of a disability due to a previously claimed injury, payable under this Supplement, unless the Employee has not used the total eligibility period in which case the unexpired period of eligibility may be applied.
- 19.04 When a day designated as a paid holiday under Article 29 - Paid Holidays falls within a period of time an Employee is eligible to receive Workers' Compensation Supplement, it shall be counted as a day of Workers' Compensation Supplement, and under no circumstances shall an Employee receive any additional entitlement in respect of that day.
- 19.05 An Employee who is injured on the job during working hours and who is required to leave the job site for treatment, or is sent home as a result of such accident or injury, shall not suffer loss of pay for that day's work, regardless of the time of injury. That day shall not be deducted from the eligibility period specified in Clause 19.01.
- 19.06 The Parties agree that the Workers' Compensation Supplement is intended only for the purpose of protecting an Employee from loss of income while he is unable to work because of injury.
- 19.07 An Employee who receives Workers' Compensation benefits and who at the commencement of absence from work pursuant to Clause 19.01 is participating in the Health Insurance Plan Benefits shall continue to be covered under these Plans throughout the period the Employee is receiving Workers' Compensation Benefits. Premium contributions shall continue to be paid by the Employer and the Employee as outlined in Article 28A - Benefit Plans.
- 19.08 An Employee on Workers' Compensation leave for an indeterminate period shall notify ~~his~~-~~their~~ supervisor or ~~his~~-~~their~~ designate at ~~his~~-~~their~~ place of work of ~~his~~-~~their~~ intentions to return to work no later than five (5) full working days prior to ~~his~~-~~their~~ anticipated date of return. Medical clearance must be provided no later than the preceding ~~work~~  
~~day~~workday.

**ARTICLE 20**

**Inclusive Workplace**

- 20.01 The Employer shall create an inclusive workplace that respects the dignity of every individual and a work environment free from discrimination.
- 20.02 The Employer recognizes that all people are equal in dignity, rights and responsibilities regardless of race, religious beliefs, colour, gender, gender identity, gender expression, physical disability, mental disability, age, ancestry, place of origin, marital status, source of income, family status or sexual orientation.
- 20.03 There shall be no discrimination, restriction or coercion exercised or ~~practised~~practiced by either party in respect of any Employee by reason of membership or non- membership or activity in the Union nor in respect of an Employee or Employer exercising any right conferred under this Collective Agreement or any applicable law of Alberta or Canada.
- 20.04 The Employer jointly with employees and the Union are responsible for taking reasonable steps to accommodate employees needs based on protected grounds to the point of undue hardship. The Employer agrees to develop and maintain non-discriminatory policies and procedures, specifically relating to employee codes of conduct and the right to work in an environment free of harassment.
- 20.05 There shall be no limits on an Employees rights to seek redress through the Alberta Human Rights Commission after exhausting all collective agreement provisions.
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**ARTICLE 21**

**Subsistence and Travel**

- 21.01 Employees who incur travel and subsistence expenses in the performance of authorized Employer business shall be reimbursed for those expenses in accordance with the Employer's Travel Policy.
- 21.02 The Employer agrees to consult with the Union prior to the alteration of travel and subsistence rates contained in the Travel Policy.
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**ARTICLE 22**

**Probationary Employee and Period**

~~22.01~~ 22.01 All new Continuous or Project Employees shall serve a probationary period of six (6) months commencing on their first (1st) day of their employment.

~~The period of probation shall start on the date of employment of a Continuous or Project Employee.~~

~~The probationary period shall be based upon classification as follows:~~

Classification	Duration
ASII, ASIII, ASIV, EO	six (6) months
AOI, AOII, BDO, NI, NII, LIS, SLII, SLIII	nine (9) months

The probationary period may be extended by up to a further three (3) months by the Employer with written agreement of the Union. Such an extension shall be communicated to the Employee, Union and Chapter Chairperson 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.

~~22.01~~22.02 An Employee who has previously been employed by the Employer in a position with similar duties, responsibilities and classification shall have such previous employment considered as part of the probationary period.

~~22.02~~22.03 On commencement of employment, a new Employee shall be provided with a copy of ~~his~~ their job description or list of duties.

~~22.03~~22.04 If a full-time Casual, Project or Temporary Employee is the successful candidate on a job opportunity for continuous employment, ~~his~~ their preceding employment shall be considered part of the probationary period, provided there is no break inservice and ~~his~~ their previous duties remain substantially unchanged. If the successful candidate is part time the pro-rata portion of the Casual, Project or Temporary employment based on percentage of ~~full time~~ full-time hours shall be credited toward the probationary period.

~~22.04~~22.05 A review of a Probationary Employee's progress shall be conducted at a minimum within six (6) weeks prior to the conclusion of the probationary period and the Employee shall be advised of the results of the review.

## ARTICLE 23

### Disciplinary Action

- 23.01 When an Employee has been given a written reprimand, suspension, disciplinary demotion or is dismissed from employment, the Employee shall be informed in writing as to the reason(s) for such action. The Employee will be provided with a copy of all correspondence or written notices pertaining to ~~his~~-~~their~~ conduct or performance which are placed on ~~his~~-~~their~~ personnel file.
- 23.02 An Employee who is to be interviewed with respect to ~~an alleged~~ disciplinary action as referred to in Clause 23.01 shall be notified of the time and place of the interview and if desired by the Employee he may arrange to be accompanied by a Union Representative or Union Steward. When a Union Steward requires time off from work to accompany an Employee to an interview pursuant to this Clause, the Union Steward must obtain prior approval from ~~his~~-~~their~~ non-bargaining unit Supervisor to be absent from work, and, if approval is granted, leave without loss of regular pay will be allowed.
- 23.03 An Employee who has been subjected to disciplinary action may, after twenty- four (24) months of continuous service from the date the disciplinary action was invoked, request that ~~his~~-~~their~~ 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 twenty-four (24) month period; and
  - (b) the disciplinary action is not the subject of an unresolved grievance.
- 23.04 The Employer will make reasonable arrangements to have an Employee's personnel file made available at an administrative office that is in reasonable proximity to where the Employee works or at a place agreed by the Employee and ~~his~~-~~their~~ department and at a reasonable time for the Employee to examine ~~his~~-~~their~~ file, upon a request for the same being made by the Employee. The Employee may request a representative of the Union to be present at the time of the examination. A management representative shall be present during the examination of the personnel file.
- 23.05 The personnel file referred to in this Article is the personal file of an Employee maintained by the Employer. Except as provided hereinafter this file shall contain copies of all documentation pertaining to the Employee. The Parties mutually agree that no information pertaining to interview records, reference checks, or confidential information related to a diagnosis or prognosis concerning either Employee eligibility for Long Term Disability Insurance or a psychological assessment of an Employee shall be contained in this file.
- 23.06 When an Employee has grieved a disciplinary action and a Designated Officer has either allowed the grievance or reduced the penalty levied against the grievor, the personnel file of the Employee shall be amended to reflect this action, provided that this action results in the abandonment of the grievance. Where the grievor appeals the disciplinary action to arbitration, the personnel file of the Employee shall be amended to reflect the award of the Arbitrator or Arbitration Board.
- 23.07 Subject to Article 24, an Employee may be dismissed, suspended, demoted or given a written reprimand for just cause.
- 23.08 In the case of a disciplinary demotion, an Employee's normal salary rate shall remain unchanged for a period of ~~two (2) years~~ six (6) months from the date of the demotion, at which time the Employee's salary rate shall be adjusted to the appropriate step in the salary range of the new classification.

## ARTICLE 24

### Grievance Procedure

24.01

#### Definitions and Scope

- (a) A grievance is a difference arising out of the interpretation, application, operation or any contravention or alleged contravention of this Agreement or as to whether any such difference can be the subject of Arbitration.
- (b) Notwithstanding Sub-Clause 24.01(a), any complaint pertaining to a classification or the classification process shall not be considered a grievance for the purposes of this Article and shall not be subject to the grievance process. Any difference or dispute pertaining to a jobclassification as a result of a classification decision shall be subject to the Classification Appeal Procedure and failing agreement shall be subject to collective bargaining.
- (c) A complaint alleging sexual harassment, unjust treatment, discrimination, or alleging unfair working conditions, may be presented as a grievance directly to Level 2. A decision given at Level 2 shall be final and binding on the Parties and all interested persons.
- (d) A grievance concerning the dismissal or termination of employment of a Probationary Employee, or a grievance concerning a written reprimand, may be subject to the Grievance Procedure except that it shall not be a subject of Arbitration at Level 3.
- (e) A grievance concerning the disciplinary dismissal of a Casual or a Temporary Employee may be submitted at Level 2 but not at any other Levels of the Grievance Procedure. Such a grievance shall be submitted inwriting and the decision given by the Designated Officer at Level 2 shall be final and binding on the Parties and all interested persons.
- (f) "Days" means calendar days.
- (g) "Demotion" means a transfer to a position with a lower maximum salary.
- (h) A Policy Grievance is a difference which seeks to enforce an obligation of the Employer to the Union or the Union or its Members to the Employer. A Policy Grievance shall not be an obligation that may or could have been the subject of a grievance by an Employee.

24.02

#### Meetings During Grievance Procedure

- (a) A Union Steward shall not discuss a grievance, or leave ~~his~~their place of work to investigate a grievance, during working hours without first obtaining permission from ~~his~~their Supervisor to do so. Such time off shall be at a normal rate of pay.
- (b) The Designated Officer or the aggrieved may request that a written grievance be discussed at Level 2 of the Grievance Procedure. A Union Staff Member or Union Steward shall be allowed to be present at these discussions, if desired by the grievor. The grievor's request for a discussion shall not be unreasonably denied. This discussion shall be recognized as the grievor's opportunity to clarify the circumstances surrounding ~~his~~their grievance. When a request for discussion has been approved, leave with pay shall be allowed. However, the grievor and any accompanying Union Steward shall inform their respective Supervisors before leaving and upon returning to their respective ~~work places~~workplaces. Expenses incurred in attending the meeting may be claimed in accordance with the Travel Policy.

24.03

#### Grievance Process



(a) Level 1

- (i) An Employee wishing to pursue a grievance, shall within fourteen (14) days of the date upon which the subject of the grievance occurred or the time the Employee should have first become aware of the subject of the grievance, meet and discuss the matter with the Employee's Supervisor who is not within the scope of this Collective Agreement with a view to resolving it.
- (ii) If desired, the Employee may request to have a Union Steward present at the meeting. If no Union Steward is available at that time, the meeting will be postponed to accommodate the Employee; however, the Employee shall schedule the subsequent meeting within the time specified in 24.03(a)(i) above.
- (iii) The Employee's Supervisor who is not within the scope of the Collective Agreement shall respond verbally to the grievor within fourteen (14) days of the date of the meeting.

(b) Level 2

With the approval of the Union in writing, an Employee not satisfied with the reply at Level 1 shall, within fourteen (14) days of receipt of that decision submit ~~his~~ their grievance in writing to the Designated Officer with a copy to the Director, Human Resources ~~Director~~. The Designated Officer shall reply in writing to the Employee within fourteen (14) days of receipt of the grievance at Level 2 and shall submit a copy of ~~his~~ their reply to the Union. The Designated Officer at Level 2 shall be the Vice President responsible for the area in which the grievance arises, or the Vice President's designee authorized to deal with the grievances at this level.

(c) Variance from Grievance Procedure

- (i) The level of commencement of a grievance may be varied up to and including Level 2 by written agreement between the Employer and the Union.
- (ii) Grievances involving dismissal, suspension without pay and demotion shall be commenced at Level 2 unless otherwise agreed between the Parties pursuant to Sub-Clause 24.03(c)(i) above.

(d) Policy Grievance

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

Within a reasonable time of filing a Policy Grievance, the Parties shall meet in an attempt to resolve the difference. Failure to resolve the Policy Grievance within fourteen (14) days of filing shall entitle the aggrieved Party to advance the Policy Grievance to Level 3 within an additional fourteen (14) days.

(e) Level 3, Arbitration

- (i) Within fourteen (14) days of receipt of the response at Level 2, the Parties may agree to apply for grievance mediation. If no settlement is reached at mediation, the grievance may proceed to Arbitration as per 24.03(e)(ii).
- (ii) If a settlement is not reached through the above proceedings, an

Employee with the approval of the Union (in the case of an Employee grievance), the Union (in the case of a Union grievance) and the Employer (in the case of an Employer grievance) may refer the grievance to Arbitration by notice in writing that must be given within twenty-one (21) days of receipt of the reply at the previous stage or level to which the grievance was advanced, or the final day of Mediation. Notice to the Employer shall be given to the Director, Human Resources ~~Director~~ with a copy to the President.

- (iii) The submission of a grievance to Arbitration shall be to an Arbitration Board of three (3) members, one (1) to be appointed by the Union, one (1) to be appointed by the Employer and a third person, who shall act as Chair, to be mutually agreed upon by the other two (2), or to a Single Arbitrator.
- (iv) The notice referred to in Sub-Clause 24.03(e)(ii) above shall indicate which system of Arbitration the Party wishes to follow, and state the name of its appointee to an Arbitration Board and a list of names of a Chair for an Arbitration Board or suggest one or more names of persons it is willing to accept as a Single Arbitrator.
- (v) Upon receipt of the notice referred to in Sub-Clause 24.03(e)(ii) above, the other Party shall respond within seven (7) days, indicating which system of Arbitration it finds acceptable in respect to the grievance. If the other Party does not respond within the said seven (7) days, the grievance will be dealt with by an Arbitration Board. If it is not agreed that a Single Arbitrator shall be used, the other Party shall state the name of its appointee and a list of names of a Chair for an Arbitration Board. The Party initiating the submission of the grievance to Arbitration under 24.03(e)(iv) above shall then, within seven (7) days, state the name of its appointee and a list of names of a Chair for an Arbitration Board. If the other Party fails to appoint its nominee to an Arbitration Board within fourteen (14) days, its nominee will be appointed by Mediation Services of the Alberta Labour Relations Board. If the Parties fail to agree upon the Chair for an Arbitration Board within seven (7) days, the Chair will be appointed by Mediation Services of the Alberta Labour Relations Board. If the other Party agrees to a Single Arbitrator, it shall suggest one or more names of persons it is willing to accept as Arbitrator.
- (vi) A Single Arbitrator shall have all of the same powers as an Arbitration Board. In such cases, the Party referring the grievance to Arbitration, shall, instead of submitting the names of its nominee, submit the name of the Arbitrator it wishes to suggest to the other Party. If agreement cannot be reached on the appointment of a Single Arbitrator within seven (7) days, an Arbitration Board will be appointed in accordance with the provisions above.
- (vii) Each Party to this Agreement shall bear its own costs of Mediation and Arbitration, including the costs of its appointees to the Board. The Parties shall bear equally the costs of Arbitration Board Chairs and Single Arbitrators.
- (viii) The Employer shall grant an Employee leave of absence with pay for the purpose of attending the Mediation and/or Arbitration of his-their grievance. Except where a dismissal of the Employee is upheld by the Arbitration decision, an Employee may claim his-their expenses incurred in attending the arbitration of his-their grievance in accordance with the

Travel Policy.

- (ix) The Employer shall grant leave of absence with pay to a witness appearing under notice to attend at Arbitration Proceedings.

24.04

Power of Boards of Arbitration

- (a) Arbitration Boards and Single Arbitrators are empowered to decide grievances between the Parties or persons bound by the Collective Agreement.
- (b) Arbitration Boards and Single Arbitrators shall not add to, alter, modify or amend any part of the terms of the Collective Agreement by their decision, nor make any decision inconsistent with it nor to deal with any other matter that is not a proper matter for grievance under the Collective Agreement.
- (c) Arbitration Boards and Single Arbitrators shall confine their decisions solely to the precise issue submitted to them and shall have no authority to make a decision on any other issue not so submitted.
- (d) When disciplinary action against an Employee is involved, the Arbitration Board or Single Arbitrator may vary the penalty as is considered just and reasonable under the circumstances.
- (e) Where a grievance is heard by a three (3) member Board, the decision of a majority of the members is the decision of the Board, but if there is no majority, a decision of the Chair governs and ~~his~~their decision is the decision of the Arbitration Board.

24.05

Arbitration Decisions

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

24.06

Procedures and Time Limits

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

- (c) Service of Documents

If anything is required or permitted to be served under this Agreement, it shall be deemed to be properly served if it is served:

- (I) In the case of an individual

- (i) personally or by leaving it for ~~him~~them at ~~his~~their last or most usual place of abode with some person who is apparently at least eighteen (18) years old; or
- (ii) by mailing it to ~~him~~them by registered or certified mail at ~~his~~their last known post office address; or
- (iii) personally by a receipted courier service.

- (II) In the case of the Employer

- (i) personally on the appropriate officer; or
  - (ii) by leaving it at or by sending it by registered or certified mail to the Human Resources Department; or
  - (iii) personally on the appropriate officer by a receipted courier service; or
  - (iv) by a confidential facsimile with a follow-up call to confirm receipt.
- (III) In the case of the Union
- (i) personally on the President, Secretary or an Officer of the Union or by leaving it at an office occupied by the Union; or
  - (ii) by sending it by registered or certified mail to the address of the President, Secretary or an Officer of the Union; or
  - (iii) personally on the President, Secretary or an Officer of the Union by a receipted courier service; or
  - (iv) by a confidential facsimile with a follow-up call to confirm receipt.
- (IV) The date of delivery establishes the date of receipt for documents that are served personally.
- (V) Documents that are mailed by registered or certified mail shall be deemed to have been received on the date they are registered or certified with Canada Post.
- (d) Procedures as stipulated in this Article may be varied by written agreement of the Parties.
-

**ARTICLE 25**

**Casual Illness**

25.01 "Casual Illness" means an illness which causes an Employee to be absent from duty for a period of three (3) consecutive ~~work days~~workdays or less.

25.02 If an Employee is ill at work or requires time off for the purposes of attending a dental, physiotherapy, optical, medical or such other appointment, provided he has been given prior authorization by the Employer and he works one (1) hour in a half (1/2) day that he is absent for those purposes, such absence shall neither be charged against ~~his~~their casual illness entitlement, nor shall a deduction in pay be made for the time lost in the half (1/2) day in which he became ill or attended the appointment. The half day is defined by the period before and after the normal scheduled meal break.

~~25.03~~ If employment commences after January 15th in the first year of employment, the Employee's entitlement shall be .83 days per month for the first calendar year. An Employee in each subsequent calendar year of employment shall be eligible for a maximum of ten (10) ~~work days~~workdays of casual illness leave with pay in a calendar year. Each day or portion of a day, of casual illness used, within a calendar year, shall be deducted from the remaining casual leave entitlement for that year.

~~25.03~~25.04 This Article is subject to Article 27 - Proof of Illness.

**ARTICLE 26**

**General Illness**

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

- (a) eighty (80) consecutive ~~work days~~workdays; or
- (b) where the Employer approves part-time absences and part-time use of General Illness Leave, the eighty (80) days of leave will be converted to the equivalent number of hours and administered accordingly.

General Illness Leave shall be in addition to any Casual Illness Leave entitlements specified in Article 25 - Casual Illness.

26.02 Provided the Employee is not then absent from work due to illness, pursuant to Clause 25.01, the Employee shall be entitled to General Illness Leave at the specified rates of pay in accordance with the following sub-clauses based on the calendar year, and the application of such General Illness Leave shall be as set out in accordance with Clause 26.03:

- (a) Illness commencing in the first month within the first calendar year of employment; no salary for each of the first ten (10) ~~work days~~workdays of illness and thereafter seventy percent (70%) of normal salary for seventy (70) ~~work days~~workdays of illness.
- (b) Illness commencing in the first calendar year of employment, but following the first month of employment; one hundred percent (100%) of normal salary for each of the first ten (10) ~~work days~~workdays of illness and seventy percent (70%) of normal salary for each of the next seventy (70) ~~work days~~workdays of illness.
- (c) Illness commencing in the second calendar year of employment; one hundred percent (100%) of normal salary for each of the first fifteen (15) ~~work days~~workdays of illness and seventy percent (70%) of normal salary for each of the next sixty-five (65) ~~work days~~workdays of illness.
- (d) Illness commencing in the third calendar year of employment; one hundred percent (100%) of normal salary for each of the first twenty-five (25) ~~work days~~workdays of illness and seventy percent (70%) of normal salary for each of the next fifty-five (55) ~~work days~~workdays of illness.
- (e) Illness commencing in the fourth calendar year of employment; one hundred percent (100%) of normal salary for each of the first thirty-five (35) ~~work days~~workdays of illness and seventy percent (70%) of normal salary for each of the next forty-five (45) ~~work days~~workdays of illness.
- (f) Illness commencing in the fifth calendar year of employment; one hundred percent (100%) of normal salary for each of the first forty-five (45) ~~work days~~workdays of illness and seventy percent (70%) of normal salary for each of the next thirty-five (35) ~~work days~~workdays of illness.
- (g) Illness commencing in the sixth or any subsequent calendar years of employment; one hundred percent (100%) of normal salary for each of the first sixty (60) ~~work days~~workdays of illness and seventy percent (70%) of normal salary for each of the next twenty (20) ~~work days~~workdays of illness.
- (h) For purposes of Clause 26.02 "employment" includes salaried employment and also any prior casual employment provided that there is no break in service.

26.03 (a) Subject to Sub-Clause 26.03(b), an Employee upon return to active work after a

period of general illness of less than eighty (80) consecutive ~~work days~~workdays will have:

- (i) illness leave entitlements reinstated pursuant to Clause- 26.02 when the Employee returns to work in the next calendar year; or
- (ii) any illness leave days used for which normal salary was paid at the rate of one hundred percent (100%) or seventy percent (70%) reinstated for future use at the rate of seventy percent (70%) of normal salary, within the same calendar year.

(b) Such reinstatement shall only occur where an Employee has not taken any general illness leave for the same or related illness during the first fifteen (15) consecutive ~~work days~~workdays following the date of return to active work.

26.04 For purposes of this Article, the maximum period of continuous absence recognized shall be eighty (80) consecutive ~~work days~~workdays. Absences due to illness or disability in excess of that period shall be subject to Article 27 - Proof of Illness.

DUTY TO ACCOMMODATE

26.05 An Employee on General Illness leave shall be required to participate in the Employer's Early Recovery Assistance Program. The Parties agree that the program shall comply with the obligation to accommodate employees pursuant to "The Human Rights Act."

26.06 Notwithstanding Article 25 - Casual Illness or Clause 26.02, an Employee is not eligible to receive illness leave benefits under this Article or Article 25 - Casual Illness if:

the absence is due to an injury, from employment of any other Employer, that qualifies for Workers' Compensation benefits and Clause 26.05 shall apply.

26.07 When a day designated as a Paid Holiday under Article 29 falls within a period of general illness it shall be counted as a day of general illness and under no circumstances shall an Employee receive any additional entitlement in respect of that day.

26.08 This Article is subject to Article 27 - Proof of Illness.

26.09 An Employee on Illness Leave or ~~Long-Term~~Long-Term Disability for an indeterminate period shall notify ~~his~~their supervisor or ~~his~~their designate at ~~his~~their place of work of ~~his~~their intentions to return to work no later than five (5) full working days prior to ~~his~~their anticipated date of return.

26.10 Subject to 26.02, an Employee shall be granted General Illness leave for the purpose of donating bone marrow or an organ.

## ARTICLE 27

### Proof of Illness

27.01 To obtain illness leave benefits as described in Article 25 - Casual Illness the Employer may require that an Employee provide satisfactory proof of attendance at a medical, dental, physiotherapy, optical, or such other appointment when time off from work is granted to attend such appointments. Where an Employee is required, pursuant to this Clause, to provide a medical certificate or proof of attendance at an appointment, he shall be advised prior to ~~his~~their return to work.

~~27.02~~ To obtain illness leave benefits as described in Article 26 - General Illness the Employee ~~is required to provide an Attending Physician's Statement or other satisfactory proof of illness. shall provide an Attending Physician's Statement using the prescribed Bow Valley College documentation for any absences under Article 26 with five (5) consecutive days of the first day of the absence.~~

~~Failure to provide proof of illness or the required Attending Physician's Statement may result in the denial or delay of General Illness benefits.~~

~~Where an Employee fails to provide proof of illness or required Attending Physician's statement that leads to a denial in General Illness, and the employee has been overpaid, the Employer is authorized to recover the monies from the Employee's next pay.~~

~~27.02~~27.03 If the documentation in prescribed form is required by the Employer for proof of illness or return to work, in addition to the proof of illness required in ~~Article~~Clauses 27.01 and 27.02, the Employer will reimburse the Employee for the costs charged by the Physician associated with completion of any and all required ~~the additional~~ documentation.

~~27.03~~27.04 The Parties agree that Casual and General Illness benefits as provided in Articles 25 - Casual Illness and 26 - General Illness are intended only for the purpose of protecting an Employee from loss of income when the Employee is ill or injured.

~~27.04~~27.05 The Employer may require an Employee to be examined by an Independent Medical Examiner (IME) and provide all pertinent medical information as it pertains to the Employee's work abilities and/ or limitations:

- (a) in the case of prolonged or frequent absence due to general illness, or,
- (b) in the case of an Employee who has been previously counseled for frequent and patterned use of casual illness leave where notice has been provided to the Union (MSO); or,
- (c) when it is considered that an Employee is unable to satisfactorily perform the Employee's duties due to disability or illness, or,
- ~~(d)~~ (e) when additional information is required to assess fitness for a return to work or a workplace accommodation.

~~(d)~~(e) The Employer will pay all costs for the requested IME, unless the Employee fails to attend the appointment, the Employee shall pay any cancellation fees.



**ARTICLE 28A**

**Benefit Plans**

- 28A.01 All continuous Employees up to the age of seventy (70) years shall be eligible to participate in the Benefit Plans. Continuous employees from the age of ~~sixty-five~~sixty-five (65) are not eligible to participate in the College Long Term Disability Plan.
- 28A.02 All benefit plan conditions in this Article shall be in accordance with the terms and conditions contained in the policy of insurance, which the Employer is the policyholder and other conditions of the plan. The Employer shall have the right to change the insurance carriers provided comparable benefits are maintained. The terms of the policies of insurance and plan conditions shall not be considered as incorporated in this Agreement by reference or by necessary intendment. Differences respecting any matters related to the administration and application of the benefit plan therefore are not subject to grievance and arbitration provisions of this Agreement. The Union shall be provided with a copy of these conditions upon request.
- 28A.03 The benefits as referred to in the Employer's Benefit Plans shall be -Alberta Health Care, Extended Health Care, Health Spending Account, Dental Benefits, Basic Life Insurance, Accidental Death and Dismemberment, and Long Term Disability.
- 28A.04 The cost sharing of the monthly premiums for benefits shall be set each benefit year to achieve an overall cost sharing of the health and insurance benefit plans at sixty-five percent (65%) Employer and thirty-five percent (35%) Employee.
- 28A.05 The Benefit Plans will not be changed within the life of this Agreement without the approval of the Union.
- 28A.06 Health Spending Account (HSA)/ Flexible Spending Account (FSA)

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~~Effective July 1, 2019:~~

~~An annual Health Spending Account will be made available in the amount of seven hundred and seventy-five dollars (\$775.00) per year to each Employee participating in the Extended Health and Extended Dental Plans; and~~

- ~~(a) — There will be no carry-over of this unused amount into subsequent years, however allowable expenses that exceed the annual allocation can be carried over and claimed against the subsequent years allocation. The administration of the Health Spending Account will be managed by the insurance carrier who administers the College Extended Health and Extended Dental Plans.~~
- ~~(b) — Eligible expenses are those that qualify as a medical expense tax credit under the Income Tax Act that includes items such as prescription eyeglasses, dental expenses, medical devices and supplies, prescription drugs, and services of paramedical practitioners as per the Canada Revenue Agency. Details of HSA guidelines and eligible expenses will be available on the College website.~~
- ~~(c) — An Employee leaving the College can submit legitimate unclaimed expenditures incurred up to the last day of employment within thirty (30) days of leaving the employment of the College.~~

~~Effective July 1, 2020:~~

~~The Employer agrees to the creation of a Flexible Spending Account in lieu of a Health Spending Account to take effect at the commencement of the benefit's year on July 1<sup>st</sup>, 2020.~~

~~The Employer shall implement a Flexible Spending Account effective July 1<sup>st</sup>, 2020. The~~

annual Health Spending Account/Flexible Spending Account will be made available in the amount of seven hundred and seventy-five dollars (\$775.00) per year to each Employee participating in the Extended Health and Extended Dental Plans; and

~~(d)~~(a) There will be no carry-over of this unused amount into subsequent years, however allowable expenses that exceed the annual allocation can be carried over and claimed against the subsequent years allocation. The administration of the Flexible Spending Account will be managed by the insurance carrier who administers the College's Extended Health and Extended Dental Plans.

~~(e)~~(b) Details of HSA/FSA guidelines and eligible expenses will be available on the College website.

~~(f)~~(c) An Employee leaving the College can submit legitimate unclaimed expenditures incurred up to the last day of employment within thirty-ninety (90~~30~~) days of leaving the employment of the College for the Health Spending Account and within ninety (90) days for the Flexible Spending Account.

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**ARTICLE 28B**

**Public Service Pension Plan (PPSP)**

- 28B.01 The Employer shall provide participation in the Public Service Pension Plan (PSPP) in accordance with the regulations of the Plan.
- (a) For all eligible continuous Employees, the Employer and the Employee shall contribute to the Public Service Pension Plan (PSPP) for retirement benefits in accordance with the regulations of the PSPP.
  - (b) For all eligible full time Temporary and Project Employees, who are regularly scheduled to work a minimum of ~~eighty-three~~eighty-three per cent (83%) of a ~~full-time~~full-time equivalency (FTE) and the terms of employment specify that the employment is to last for a period of more than one (1) year and in accordance with the regulations of the PSPP the Employer and the Employee shall contribute to the aforementioned pension Plan (PSPP).
- 28B.02 Participation will begin immediately upon hiring and/or meeting the eligibility criteria.
- 28B.03 The Employer will make available to all eligible Employees, ~~copies of the~~At-A-Glance information on the Public Service Pension Plan ~~information Booklets~~.

**ARTICLE 29**

**Named Holidays**

- 29.01 Employees are entitled to one (1) day's paid leave for each of the following holidays:
- |                       |                           |
|-----------------------|---------------------------|
| New Year's Day        | Labour Day                |
| Family Day            | Thanksgiving Day          |
| Good Friday           | Remembrance Day           |
| Easter Monday         | Christmas Day             |
| Victoria Day          | Boxing Day                |
| Canada Day            | Christmas Floater (1 day) |
| Civic Holiday (1 day) |                           |
- 29.02 If a municipality does not proclaim a Civic Holiday as specified in Clause 29.01, the first Monday in August shall be observed as such holiday.
- 29.03 When a day designated as a holiday under Clause 29.01 falls during an Employee's work week and an Employee is not required to work, the Employee shall be granted paid holiday leave on that day.
- 29.04 When a day designated as a holiday under Clause 29.01 falls on an Employee's regularly scheduled day of rest, and the Employee is not required to work, the Employee shall be granted paid holiday leave on the day observed as the holiday and the day of rest shall be rescheduled.
- 29.05 When an Employee works on one (1) of the holidays listed in Clause 29.01, the Employee shall receive either:
- (a) ~~his~~-~~their~~ regular salary plus 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; or
  - (b) in lieu of ~~his~~-~~their~~ regular salary, 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, plus a day off in lieu with pay.
- 29.06 When a day off in lieu is granted under Sub-Clause 29.05(b) Employees shall have the day off scheduled at a time mutually agreeable to the Employee and Employer within the next three (3) months or paid out in cash at the expiration of the three (3) months.
- 29.07 Authorized travel on Employer business on a paid holiday shall be compensated at straight time pay or equivalent time off.
- 29.08 The Parties agree that Continuous, Project and Temporary Employees are entitled to three (3) paid days off per year at a time to be determined by the Employer.
- (a) All Continuous, Project and Temporary Employees are entitled to take three (3) paid days off per year. These three (3) paid days off are to be taken between Christmas and New Year's except where operational requirements do not permit. Days off shall be designated by the Employer.
  - (b) When a Continuous, Project or Temporary Employee is required by the Employer to work on one (1) of the paid days off specified in Sub-section ~~(a)~~ above, the Employee shall receive compensation at ~~his~~-~~their~~ regular salary for all hours worked up to the equivalent of full normal daily hours, plus a day off with pay.

**ARTICLE 30**

**Annual Vacation Leave**

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

30.02 Vacation entitlements with pay, shall be as follows:

- (a) An Employee who has completed less than twelve (12) full months' service shall receive the pro-rated portion one and one-quarter (1 1/4) ~~work days'~~workdays' vacation for each calendar month worked from the commencement of ~~his~~their service.
- (b) An Employee who has completed twelve (12) full calendar months' service shall receive fifteen (15) ~~work days'~~workdays' vacation.
- (c) An Employee who has completed five (5) years' service shall in the subsequent year(s) receive twenty (20) ~~work days'~~workdays' vacation.
- (d) An Employee who has completed ten (10) years' service shall in the subsequent year(s) receive one (1) additional day of vacation for each additional year of service to a maximum of twenty-five (25) ~~work days'~~workdays' vacation.  
(1) An Employee who has completed twenty (20) years' service shall in the subsequent year(s) receive twenty five (25) ~~work—days'~~ vacation, plus one additional day of vacation for each additional year of service to a maximum of thirty (30) work days' vacation. An Employee who has completed twenty-four (24) years' service shall in the subsequent year(s) receive thirty (30) work days' vacation.

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

30.04 An Employee shall earn vacation leave pursuant to Clause 30.02 when authorized, during the following absences:

- (a) financially assisted Education Leave;
- (b) the first forty-four (44) consecutive ~~work—days~~ workdays of sick leave or absences during Workers' Compensation Supplement; and
- (c) any other leave of absence with or without pay for the first twenty-two (22) ~~work—days~~workdays.

30.05 Vacation leave may be taken in one continuous period or in separate periods.

- 30.06 (a) Vacation leave in respect of each year of service shall be taken:
- (i) within twelve (12) months after the end of that year in which the vacation entitlement is earned, and
  - (ii) at such time or times as may be approved by the Employer

~~(b)~~(a) Any unused vacation entitlement not taken within twelve (12) months after the end of that calendar year in which the vacation entitlement is earned shall be paid out within thirty (30) days of June 30<sup>th</sup> of each calendar year.

~~(c)~~(b) If an Employee for sufficiently valid personal reasons or for unforeseen work-related reasons is prevented from taking ~~his~~their vacation leave and the Employee requests in writing to carry forward ~~his~~their vacation leave or part thereof and schedules to take that vacation leave within six months after the end of the twelve (12) month period specified in ~~Article Clause~~ 30.07(a) he shall only be permitted to do so at such time or times as the Employer may approve.

~~(d)~~(c) Vacation leave shall normally not be postponed as provided by (c) of this Clause in two (2) successive years.

~~(e)~~(d) Notwithstanding the other provisions of this Article, and subject to operational requirements, an Employee who so requests may be authorized to take vacation leave which has been earned at a specified time within the year in which it was earned (vacation leave may be requested, scheduled and taken in the month subsequent to the month in which the vacation entitlement is earned) and the vacation leave to be taken in the following year shall be correspondingly adjusted.

30.07 Where an Employee is allowed to take any leave of absence, other than sick leave in conjunction with a period of vacation leave, the vacation leave shall be deemed to precede the additional leave of absence, except in the case of maternity leave which may be authorized before or after vacation leave.

30.08 Once vacations are authorized, they shall not be changed, other than in cases of emergency, except by mutual agreement.

30.09 An Employee who fails to return to work following the last day of authorized vacation leave shall be considered to have absented ~~himself~~ themselves from employment and the provisions of Clause 11.03 shall apply.

30.10 An Employee shall not be paid cash in lieu of vacation earned, except upon termination in which case he shall receive vacation pay for such vacation earned but not taken.

30.11 The Employer shall, subject to the operational requirements of the department, make every reasonable effort to grant an Employee, upon request, at least two (2) weeks of ~~his~~ their annual vacation entitlement during the summer months. (June, July and August)

30.12 When uncontrollable personal circumstances occur that are not otherwise covered in this Collective Agreement, and the Employee is prevented from reporting to work from annual vacation, the Employee may after advising the Employer of the circumstances, use not more than two (2) days of earned vacation entitlement to cover the absence.

## ARTICLE 31

### Bereavement and Special Leave

31.01 An Employee who requires time off from work shall be granted Bereavement leave under ~~Article-Clause~~ 31.04 a) and b) without loss of pay upon notification to a supervisor.

An Employee who requires time off from work may be granted ~~Special~~ Leave under ~~Article Clauses 31.03, 31.04, and 31.05 c) or Articles 31.05, 31.06 or 31.07~~ without loss of pay upon approval by a supervisor.

The maximum combined leave available under this article is 11 days in a calendar year.

31.02 The maximum annual leave specified for each circumstance requiring use of Bereavement or Special Leave shall not normally be exceeded. However, those leaves identified as Bereavement Leave or Special leave (Immediate Family) maybe granted more than once within a calendar year. Under special circumstances additional Bereavement or Special Leave may be approved by the President or designate for when a total of eleven (11) days Bereavement or Special Leave have already been utilized within a calendar year.

31.03 The Employer may require that an Employee provide proof of attendance appropriate to the type of leave requested. Where an Employee is required, pursuant to this Clause, to provide proof of attendance, he shall be advised prior to ~~his~~their return to work.

31.04 Bereavement Leave:

Bereavement leave may be approved without loss of pay for an Employee who requires time off work for the following maximum number of ~~work days~~workdays per instance and under the following circumstances:

- (a) bereavement in the event of the death of immediate family members – upto four (4) days
- (b) travel time for bereavement in the event of the death of immediate family members – up to three (3) days for travel where the time required for travel is appropriate to the destination and distance traveled
- (c) time off as required to attend funerals as ~~pall-bearer~~pallbearer or mourner, for persons not listed as immediate family not to exceed one (1) day where operational requirements permit;

For purposes of determining eligibility for Bereavement Leave in (a) or (b) above, immediate family means the Employee's spouse (including ~~common-law~~ spouse), or any of the following relations of an Employee or spouse (including common-law spouse): parents, guardian, parent-in-law, ~~grandparent~~, grandchild, son, daughter, brother, sister, or the spouse of any of them (including ~~step~~-relations).

31.05 Special Leave

Special leave may be approved without loss of pay for an Employee ~~who~~ requires time off work under the following circumstances:

- (a) taking a person identified as immediate family to a medical, dental, optical, or other such appointment, provided that there is no other family member available to take the person to an appointment in which case the special leave taken for this purpose shall not exceed one half (1/2) day for each appointment;
- (b) illness within the immediate family— up to five (5) days;
- (c) travel time for illness within the immediate family— up to three (3) days for travel where the time required for travel is appropriate to the destination and distance travelled.

For the purposes of Special Leave related to family illness or medical appointments immediate family means spouse (including common-law spouse), son, daughter, mother or father (including step-relations), grandparent and grandchild. Immediate family shall be deemed to also include individuals for whom the Employee has legal guardianship responsibilities.

31.06 Personal Leave

Personal Leave shall be granted for conditions that require an Employee to be away from work for personal reasons. Employees shall be granted paid leave for a maximum of three (3) days per calendar year.

~~31.06~~31.07 Other Special Leave(s) with pay

An Employee, not on leave of absence without pay, may be granted other special leaves with pay, as outlined below, upon approval by a Supervisor. The circumstances under which other leaves with pay is granted and the corresponding maximum number of work days are as follows:

- (a) administration of estate as executor or administrator when an Employee has been designated as an executor or administrator of the estate - two (2) days;
- (b) moving household effects during normal working hours - one (1) day;
- (c) disaster conditions - two (2) days;
- (d) write examination(s) for course(s) or to attend the employees graduation from programs approved by the Employer - as required;
- (e) be present at birth or adoption proceedings of an Employee's child (or grandchild) - one (1) day;
- (f) attend formal hearing to become Canadian Citizen - one (1) day;
- ~~(g) personal extenuating circumstances - one (1) day.~~

~~31.07~~31.08 For purposes of determining eligibility for special leave under Clause 31.06, the following provisions shall apply:

- (a) moving of household furniture and effects shall apply to an Employee who maintains a self-contained household and who changes ~~his~~their place of residence which necessitates the moving of his their household furniture and effects during his their normal working hours and if he has not already qualified for such special leave within the preceding twelve (12) months. If the moving of household effects takes place outside of the Employees normal working hours Article 31.06(b) shall not apply. In the event an Employee's normal place of employment is moved outside the municipal area, the normal moving allowance shall apply;
- (b) disaster conditions shall apply for natural disasters such as flood, fire, tornado or residential emergencies which create a critical condition and require an Employee's personal attention and which cannot be served by others or attended to by the Employee at a time when he is normally off duty;
- (c) Two (2) weeks notice may be required for leave requested under Special Leave Clause 31.06 Sub-Clause (a), (b), (d), and (f).



## ARTICLE 32

### Maternity and Parental Leave

32.01

#### Maternity Leave

(a) Entitlement and Minimum Leave Requirement

~~An Continuous or Project~~ Employee who has completed ninety (90) days of continuous employment before commencing leave shall be granted maternity leave without pay, for a period not exceeding sixteen (16) consecutive weeks. An Employee must take at least six (6) weeks of maternity leave after the birth of ~~her~~ their child unless the Employer agrees to early resumption of employment and the Employee provides a medical certificate indicating that resumption of work will not endanger ~~her~~ their health.

(b) Commencement of Maternity Leave

Maternity Leave can begin at any time within thirteen (13) weeks of the estimated date of delivery but no later than the date of delivery.

(c) An Employee whose pregnancy ends other than a result of a live birth within sixteen (16) weeks of the estimated due date is entitled to maternity leave.

(d) Medical Evidence and Job Performance

If the pregnancy interferes with the Employee's job performance during the twelve (12) weeks before the estimated date of delivery, the Employer may require the Employee to start maternity leave.

(e) Notice to Start Maternity Leave

(i) An Employee shall apply for maternity leave within three (3) months of the anticipated date of delivery and shall give the Employer at least six (6) ~~weeks notice~~ weeks' notice in writing of the date on which ~~she~~ they intends to commence maternity leave and the length of the maternity leave.

(ii) Prior to the commencement of maternity leave and if the Employee also intends to take parental ~~leave~~ leave, ~~she~~ they shall include the period of parental leave in the notice.

(f) A pregnant Employee who presents medical evidence from ~~her~~ their physician that satisfies the Employer continued employment in ~~her~~ their present position may be hazardous to ~~herself~~ themselves or to ~~her~~ their unborn child, may request a transfer to a more suitable position if one is available.

(g) Eligibility for S.U.B. Plan

~~An Continuous or Project~~ Employee may, on application, qualify for the Employer's Supplemental Unemployment Insurance Benefit (S.U.B.) which supplements Employment Insurance (EI) benefits for the valid, medical recovery period of the maternity leave. S.U.B. payments are payable:

(i) After the date of ~~delivery, if~~ delivery if the Employee qualifies for Employment Insurance payments.

(ii) Only during the medical recovery period of the maternity leave.

(iii) The S.U.B. Plan benefit will be paid for a maximum of sixteen (16) weeks, including the one (1) week Employment Insurance waiting period.

(iv) Leave taken under this Supplemental Plan shall be considered to form

part of the maternity leave without pay. An ~~Continuous or Project~~ Employee who is eligible for S.U.B. plan shall not be eligible for illness leave benefits.

32.02

Parental/Adoption Leaves

(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. An Employee who takes both maternity and parental leave must take the leaves consecutively.
- (ii) in the case of a parent who has been employed by the Employer for at least ninety (90) consecutive days, a period of not more than sixty-two (62) consecutive weeks within seventy-eight (78) weeks after the child's birth.
- (iii) in the case of an adoptive parent who has been employed by the Employer for at least ninety (90) consecutive days, a period of not more than sixty-two (62) consecutive weeks within seventy-eight (78) weeks after the child is placed with the adoptive parent for the purpose of adoption.

(b) Sharing of Entitlement

- (i) If Employees described under this clause are parents of the same child, the parental leave may be taken wholly by one (1) of the ~~Employees,~~ ~~or Employees or~~ be shared by the Employees.
- (ii) Employees who intend to share parental leave must advise the Employer of their intention to share parental leave. Parental leave shared between two (2) parents shall not exceed a combined total of sixty-two (62) weeks.
- (iii) The Employer is not required to grant parental leave to two (2) Employees at a time, if the two (2) Employees are parents of the same child.

(c) Notice of Commencement of Parental/Adoption Leave

- (i) An Employee who takes maternity leave is not required to give ~~her~~~~their~~ Employer additional notice before going on parental leave unless ~~she~~ ~~they~~ originally agreed only to take sixteen (16) weeks of maternity leave.
- (ii) Any other Employee must give the Employer at least six (6) weeks written notice of the date the Employee will start parental leave unless:
  - 1. the medical condition of the birth ~~mother-parent~~ or child makes it impossible to comply with this requirement;
  - 2. the date of the child's placement with the adoptive parent was not foreseeable.
- (iii) 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.

32.03

Notice to End Maternity and Parental Leaves

- (a) The Employee shall give the Employer at least four (4) weeks written notice prior

to the end of the maternity or parental leave that the Employee intends to return to work. If the return to work is not consistent with the original length of leave requested, four (4) weeks notice of intent to return to work is required. The Employer would appreciate if the return date could coincide with the beginning of an operational cycle such as the beginning of a trimester.

- (b) At the conclusion of a parental leave, the Employee shall return to a comparable work assignment within the same classification and with the same employment status, unless the Employee's specified term of employment ends during the maternity and/or parental leave period.
- (c) Where an Employee fails to provide at least four (4) weeks notice or fails to report to work the day after the leave ends, the Employer is under no obligation to reinstate the Employee unless the failure is the result of unforeseen or unpreventable circumstances.
- (d) An Employee who does not intend to return to work after the maternity/parental leave ends is required to provide four (4) weeks written notice.

**ARTICLE 33**

**Court Leave**

- 33.01 When an Employee is summoned or subpoenaed as a witness or a defendant to appear in court in ~~his~~-~~their~~ official capacity to give evidence or to produce Employer ~~records,~~ ~~or records or~~ is required to serve as a juror under the Jury Act, ~~he~~-~~they~~ shall be allowed leave with pay, but any monies receivable by ~~him~~-~~them~~ shall be paid to the Employer.
- 33.02 When an Employee is subpoenaed as a witness in ~~his~~-~~their~~ private capacity:
- (a) at a location within the Province of Alberta, ~~he~~-~~they~~ shall be allowed leave with pay, but any monies receivable by ~~him~~-~~them~~ shall be paid to- the Employer;
  - (b) at a location outside the Province of Alberta, ~~he~~-~~they~~ may be allowed leave with pay if authorized by the Employer, but any monies receivable by ~~him~~-~~them~~ shall be paid to the Employer.
- 33.03 Where the Employee is required to attend court as a plaintiff or defendant, leave without pay shall be granted.

**ARTICLE 34**

**Employment Insurance Premium Reduction**

- 34.01 The Employer shall retain the full amount of any premium reduction (representing a savings in employer premiums) allowable on employment insurance premiums by Human Resources and Skills Development Canada (HRSDC) which is granted as a result of the benefits covering Employees to which this Collective Agreement applies.
- 34.02 The premium reduction referred to in Clause 34.01 is based on the terms of the College short-term disability plan covering casual and general illness and shall be recognized as the Employee's contribution towards the benefits provided within the ~~short term~~short-term disability plan.
- 34.03 The Employer will inform the Union annually of the reduced rate of the premium reduction approved by HRSDC.
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## ARTICLE 35

### Occupational Health and Safety

- 35.01 The College and its Employees recognize and acknowledge a joint responsibility in maintaining a safe and secure working environment for all members of the College community.
- 35.02 The College, as the Employer:
- Agrees to provide a facility where Employees can safely perform their assigned duties;
  - Will ensure that critical workplace documents (identified under the Occupational Health and Safety Code) are available; and,
  - Will ensure that Employees, carry out safety related duties as assigned.
- As required of all workers under the Occupational Health and Safety Code, all Employees of the College are responsible to ensure that they, students and other Employees under their supervision:
- Receive appropriate training and supervision in safe work practices and the safe operation of equipment;
  - Engage in the safe storage and handling of materials and substances; and,
  - Identify and report unsafe equipment and work practices to the designated Employee of the College.
- 35.03 The Employer will maintain a Joint-Occupational Health and Safety Committee made up of representatives of the Employer and other groups within the College.
- The Committee shall be composed of at least two (2) representatives from the Local, with additional representatives from the Faculty Association and from Management. ~~Meetings shall be held as frequently as bi-monthly if requested by any group.~~ The role of the Committee shall be to a consultative forum to review issues and concerns related to the occupational health and safety program and provide recommendations to the College to ensure a healthy and safe environment for the College community. ~~monitor the Health and Safety program and to make recommendations to the Employer concerning its operation.~~
- 35.04 If any concerns arise with respect to the Occupational Health and Safety Act or its regulations or other legislation pertaining to workplace safety they shall be referred to the Joint Occupational Health and Safety Committee for resolution and not by way of the grievance procedure.
- 35.05 An Employee shall immediately notify his-their Supervisor when ~~he-they has-have~~ an accident at a work site that results in injury or that had the potential of causing serious injury.
- 35.06 The Employer or his-their designate, shall notify the President of the Union or his-their designate immediately upon being made aware of the occurrence of a serious injury or an accident that had the potential of causing serious injury to a Bargaining Unit Employee at a work site.
- 35.07 The Employer shall provide the Union with statistical information regarding occupational injuries and illnesses sustained by Bargaining Unit Employees as reported to and accepted by the Workers' Compensation Board.
- 35.08 All Employees of the College are covered by the Workers' Compensation Act.

## **ARTICLE 36**

### **Rates of Pay**

36.01 Employees shall be paid for work performed at rates of pay as specified in Schedule "A".

36.02 An Employee will receive one (1) increment for work satisfactorily performed upon the Employee's anniversary date. In the event that the Employer has caused to withhold an Employee's increment, the Employee ~~must will~~ be notified in writing before the due date of the increment, otherwise the increment shall not be withheld.

36.03 Pay Affecting Transfers, Promotions, Reclassifications and Demotions

- (a) "Transfer" is defined as a movement of an Employee, at the direction of the Employer, from one position to another position having the same or equivalent classification, including the secondment of a continuous employee to another department or another unit within the same department. Upon a transfer, no pay rate adjustment occurs.
- (b) "Promotion" is defined as the movement of an Employee from ~~his-their~~ current job to a job in a classification with a higher salary range. Upon promotion, the Employee's salary shall be increased to the next highest salary step in the new salary range, which provides a minimum three percent (3%) increase.
- (c) "Secondment" is defined as the movement of a Continuous Employee who has applied for a position in the same or different classification in another department or another unit within the same department for a specific term and subject to an offer and acceptance for the position.

The purpose of a secondment is to provide the Employee with an opportunity to use or acquire different, additional, or ~~higher-level~~ higher-level skills or for job growth or personal growth to enhance other employment opportunities.

Upon secondment to a position with a higher classification the Employee's salary shall be increased to the next highest salary step in the new salary range of the higher classification.

When an Employee is seconded to a position out of the Bargaining Unit, the Employee will continue to be covered by the terms of this agreement for benefits under Articles 28A and 28B, and Clause 43.06.

- (d) "Reclassification" is defined as the movement of a position, at the direction of the Employer from one classification to another classification under Article 15 - New or Altered Classifications. Upon reclassification to a higher classification the Employee's pay rate shall be increased to the closest higher salary step in the new salary range of the higher classification.
- (e) "Demotion" is defined as 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 Employees pay rate shall remain fixed until such time as the negotiated increase for the range of the new classification results in the maximum pay rate for that classification becoming higher than the Employees current rate. At that time, the Employees pay rate shall be increased from the fixed rate of pay to the closest higher pay rate for that position.
- (f) An Employee who has received a pay rate increase as a result of a reclassification, promotion or secondment under ~~Article-Clause~~ 36.03 (b), (c) or (d) shall be eligible for advancement to the next and subsequent step in the new range on

the first day of the month following completion of each twelve (12) months of continuous service in the classification after the date of reclassification promotion or secondment. The anniversary date of the Employee shall be adjusted to this date for increment purposes only under Article-Clause 36.02.

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## ARTICLE 37

### Leave Without Pay/Compassionate Care Leave

- 37.01 Where operational requirements permit and upon approval of the Employer, leave without pay may be granted as follows:
- (a) Requests for a Leave of Absence Without Pay for a period of one (1) week or less must normally be submitted to the Employee's Dean/Director at least three (3) weeks in advance of the anticipated date of commencement of the leave.
  - (b) Requests for a Leave of Absence Without Pay for a period of more than one (1) week and up to sixteen (16) weeks in duration must normally be submitted to the Employee's Dean/Director at least four (4) weeks in advance of the anticipated date of commencement of the leave.
  - (c) Requests for a Leave of Absence Without Pay in excess of sixteen (16) weeks shall be submitted to the relevant Vice President at least ~~four (4)~~ six (6) weeks in advance of the anticipated date of commencement of the leave.
  - (d) The Employer may approve a Leave of Absence Without Pay up to two (2) years in duration. The beginning and end of Leaves of Absence of sixteen (16) weeks or more are expected to align with operational cycles such as the beginning and end of a trimester.
  - (e) The time frames for notice above shall be waived in exceptional circumstances.
- 37.02 Requests for leave without pay on religious holidays will be considered, provided adequate notice of the request is given.
- 37.03 The Employer shall provide unpaid leaves of absence in accordance with the requirements of the Employment Standards Code, Alberta, as amended. This includes Compassionate Care Leave, Critical Illness, Death or Disappearance of a Child, Domestic Violence Leave, and Family Responsibility Leave.
- 37-0337.04 Continuous Full-time and Continuous Part-time Employees who receive Compassionate Care Benefits pursuant to the provisions of the Employment Insurance Compassionate Care Benefits Plan shall be entitled to leave without pay for the period during which the Employee receives such benefits.
- 37-0437.05
- (a) An Employee who at the commencement of a leave without pay is participating in Health and Insurance Plan Benefits shall, subject to the terms and conditions in the policies of insurance and plan conditions, continue to be covered under these Plans through the period of leave. The Employer and Employee premium contributions shall remain the same for the first twelve (12) months of such leave, after which the Employee shall pay the full premium cost of the benefit coverage for the remainder of the leave.
  - (b) With regard to the Employees participation in the Public Service Pension Plan the Employer shall pay the Employer share of contributions for the first year of combined Leave(s) Without Pay (including maternity or parental leave). For any subsequent period of leave, the Employee is responsible for paying both the Employee and Employer contributions after the first year of leave.
  - (c) An Employee on approved leave without pay and on whose behalf the Employer portion of benefit plan premiums have been paid, is anticipated to return to the employment of the College after completion of the approved leave without pay. An Employee who resigns from employment at the College during the leave without pay or for up to six

(6) months after the return from leave without pay will be required to repay the prorated portion of the Employers premiums paid on the Employee's behalf. (This clause does not apply to maternity or parental leave under Article 32)

37.0537.06 A leave of absence shall be for the period and dates approved by the Employer prior to the commencement of the leave. Any subsequent change to the terms of the leave shall be made only with written approval of the Employer.

37.0637.07 An Employee who is on an approved leave of absence without pay, and who wishes to return to work prior to the fixed expiration date of the leave of absence shall notify ~~his~~ their supervisor or ~~his-their~~ designate of ~~his-their~~ request, in writing at least ten (10) full work-days prior to the desired date of return.

37.0737.08 Time limits, pursuant to Clause 37.06, shall be waived when it can be established that the Employee, for acceptable reasons, was unable to contact ~~his-their~~ supervisor or ~~his-their~~ designate within the time limits specified.

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**ARTICLE 38**

**Protective Clothing Safety Equipment**

38.01 Protective clothing and safety equipment shall be supplied by the Employer as required by the Alberta Occupational Health and Safety Act, and the Radiation Health Protection Act and any regulation or amendment thereto.

38.02 Where the Employer determines safety footwear is required, it shall be supplied.

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**ARTICLE 39**

**Printing of Agreements****Access to this Agreements**

- 39.01 The Parties agree that following ratification of the Memorandum of Agreement by both Parties, the Employer shall prepare the Collective Agreement incorporating all of the ratified changes for proofing by AUPE prior to signing.
- ~~39.02~~ ~~The proofed and signed copy shall become a final searchable PDF version of the collective agreement (content, format and color). Each Party further agrees to print copies based on the PDF version and each party agrees to pay the full cost of printing copies that they order at a printing facility of their choice. The printing of the Collective Agreements for AUPE members will be processed at AUPE Headquarters.~~
- ~~39.03~~39.02 The proofed and signed copy shall become a final searchable PDF version of the collective agreement (content, format and color). Each Party agrees to the placement of a searchable PDF version of the Collective Agreement on ~~the website of Bow Valley College and AUPE~~each parties website, within thirty (30) days of ~~the~~ ratification of the Collective Agreement by both Parties.
- ~~39.04~~39.03 Bow Valley College agrees, ~~in its new Employee orientation documentation~~, to provide new Employees with the website address ~~location~~ of the Collective Agreement in the Employee's letter of employment.

**ARTICLE 40**

**Term and Effective Date**

40.01 Except where otherwise stated in the Collective Agreement, this Collective Agreement shall be effective July 1, ~~2017-2020~~ and shall remain in effect up to and including June 30, ~~2020-2024~~ and from year to year thereafter until a replacement Agreement is established pursuant to the Public Service Employee Relations Act.

40.02 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  
Bow Valley College  
345 6 Avenue SE  
Calgary, Alberta T2G 4V1

And in the case of the Union to:

The President  
Alberta Union of Provincial Employees  
~~10451 - 170 Street~~ 10025 182 Street NW  
Edmonton, Alberta, T5P ~~4S70P7~~

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## ARTICLE 41

### Modified or Flexible Hours of Work

- 41.01 This Supplement sets forth terms and conditions of employment to be observed where the Employer utilizes any form of modified or flexible system of hours of work.
- 41.02 The Parties agree that Employees and the Employer may examine the feasibility of entering into a modified or flexible work week system. Provided that services are not adversely affected and there are no operational difficulties, the Employer may implement a flex time or modified work week system of hours of work, but participation by an Employee in such systems shall be voluntary.
- 41.03 The Employer has the sole right to determine the number of Employees who are required to be at work. However, upon entering into a flex time system, the Employees are entitled to have the first opportunity to plan their work schedule whereby they may arrange their starting times, lunch periods and finishing times on a daily basis, in keeping with the Employer's operational requirements. Employees shall have the opportunity to make up time lost during the flex period due to late arrival, subject to the approval of the Employer.
- 41.04 An Employee participating in a flex time system of hours of work will be allowed a ten (10) hour carry over, either in the way of a bank or a deficit, and regular monthly salary shall be paid provided the Employee's time is within these limits and the variance is approved by the Employer. An Employee may not accumulate a bank in excess of ten (10) hours, and if at the end of any month ~~his~~their deficit is more than ten (10) hours, ~~he~~they shall be deducted for those hours that are in excess of ten (10) hours. Hours shall not be banked unless the Employee has actually worked more than normal daily hours.
- 41.05 The banked hours may be taken, as time off with pay. Employee preference in this regard shall be honoured where possible.
- 41.06 Authorized overtime hours worked outside of flex or core times may not be used to cover off deficits pursuant to ~~Article Clause~~ 41.04 above.
- 41.07 In the event the flex time or modified work week system of hours of work does not result in the provision of a satisfactory service to the public, or is deemed by the Employer to be impractical for other reasons, the Employer may require a return to regular times of work in which case Employees shall be provided advance notice of thirty (30) calendar days.
- 41.08 An Employee who is working according to a flexible or modified work system may opt for regular times of work by providing the Employer advance notice of one (1) week.
- 41.09 Employees working according to a modified work week system of hours of work will have benefits and entitlements which are expressed in terms of daily or weekly entitlements, converted to produce the equivalent hours of benefits and entitlements as they would have had if the work week had not been modified. This will result in no loss or gain in Employee benefits and entitlements.
- 41.10 Where applicable these provisions shall have force and effect in lieu of Articles 13 - Hours of Work and 14 - Overtime of this Agreement.
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**ARTICLE 42**

**Job Opportunities**

- 42.01 All vacancies except casual positions and all new approved positions covered by this Agreement shall be posted within 10 days of College approval. The vacancy shall be posted for a minimum of five (5) working days on the College's web site. Where a competition is advertised externally, the vacancy will be posted internally at the same time.
- 42.02 In filling vacancies the Employer will select the most suitable candidate. The selection shall be based on the education, qualifications, experience, skills and abilities required for the position as well as the fit of the candidate with the work group.
- 42.03 In assessing internal candidates, performance in previous positions with the College will also be considered. Where the education, qualifications, experience, skills, abilities, and previous performance and fit of the candidate with the work group are judged to be relatively equal by the Employer, the Employee with the most seniority, as defined in Article 1 - Definitions, shall be considered over less senior Employees.
- 42.04 Where circumstances requires the Employer to fill a vacancy prior to the posting of the vacancy or/and prior to the conclusion of a formal competition, the Employer may fill the position on a temporary basis, by either a Casual or Agency Employee. The College will hire employees on a casual basis over agency employees where qualified casual employees are available.
- 42.05 The Employer may use Agency Employees for a maximum of fourteen (14) weeks while the Employer evaluates the duties and required qualifications of the position, prepares a position description, determines the classification and posts and fills a vacancy.
- 42.06 If the successful candidate filling a vacancy is an internal candidate, the transferred Employee may be required to serve a trial period of three (3) months, in which to demonstrate the ability to fill the new position satisfactorily. The trial period may be extended by the number of working hours absent for any reason during the trial period. During the trial period, the Employee may either:
- (a) return to the Employee's former position, at the Employee's request; or
  - (b) be returned to the Employee's former position.
- In circumstances where reinstatement is not possible, the Employer shall assign the Employee to a similar position consistent with her abilities and/or qualifications, which position may not be the specific position or in the specific area occupied prior to the transfer. The rate of pay for such position shall be at a rate of pay equivalent to that of her former position.
-

## **ARTICLE 43**

### **Seniority**

~~43.01~~ Seniority shall not apply during the probationary period however, upon completion of the probationary period, seniority shall be credited from the date established in ~~Article-Clause~~ 22.04.

~~43.01~~~~43.02~~ ~~In the event an employee leaves the College and is rehired without a break in service longer than thirty (30) calendar days, the Employee's Seniority shall be made retroactive to the initial date of hire.~~

~~43.02~~~~43.03~~ Seniority in this collective agreement shall have application in Article ~~10A and 10B Clause~~ ~~10.05~~ and in ~~Article-Clause~~ 42.03.

~~43.03~~~~43.04~~ The Employer shall provide to the Union, the names and seniority of similar Employees involved in the application of ~~Articles-Clauses~~ 10.05 and internal candidates involved in the application of ~~Article-Clause~~ 42.03.

~~43.04~~~~43.05~~ Should a difference arise regarding an Employee's seniority, the Employer will provide the Employee with access to ~~his-their~~ Human Resources file to enable the Employee to verify the information and calculate ~~his-their~~ seniority.

~~43.05~~~~43.06~~ ~~The Employer maintains employee records, which contain the commencement date and years of service for each employee. The Employer will provide the Union with an employee list of Continuous employees once per year within one month after the end of the Calendar year. The list shall contain the name of each Continuous Employee, their date of hire and years of service. The Union may post a copy of the list on the bulletin Board provided under Article 5.03.~~

~~A Continuous Employee who accepts or is working in a position outside the Bargaining Unit for more than 6 months, will not accumulate Seniority for this period unless they return to the Bargaining Unit where upon their seniority date will be adjusted to reflect their service period outside the Bargaining Unit. and will have their Seniority date adjusted upon returning to the Bargaining Unit.~~

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**ARTICLE 44**

**Employee Development**

- 44.01 The Employer and AUPE recognize that the Employer and the Employee have a joint responsibility to maintain the abilities of individual Employees to perform the duties of their position.
- 44.02 The Employer supports the advancement of Employees knowledge and skills by joint evaluation and consideration of appropriate learning opportunities that improve, enhance or expand the employee's performance, qualifications, knowledge, skills and expertise in the current position or to develop future ~~job-related~~job-related skills applicable to positions within Bow Valley College.
- 44.03 These learning opportunities may include access to credit or non-credit post secondary learning courses, programs, seminars, workshops and conferences that enhance employee qualifications directly related to their employment and growth, development or advancement with Bow Valley College. The Employer may provide financial assistance as appropriate, which may include time off without loss of regular earnings.
- 44.04 The Employee will prepare a development plan in conjunction with ~~her~~their supervisor, at least annually, during ~~her~~their performance evaluation in accordance with the guidelines and procedures outlined in the Employee Development Policy.
-

IN WITNESS WHEREOF the Parties hereto have caused these presents to be executed by their duly authorized officers in that behalf this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

**BOW VALLEY COLLEGE**

\_\_\_\_\_  
Chair, Board of Governors

\_\_\_\_\_  
Witness

\_\_\_\_\_  
President and CEO

\_\_\_\_\_  
Witness

**ALBERTA UNION OF PROVINCIAL EMPLOYEES**

\_\_\_\_\_  
President

\_\_\_\_\_  
Witness

**Schedule "A"**

**Rates of Pay**

1) The Parties agree the Employees shall receive the following wage adjustments during the term of the Collective Agreement:

- a. Effective July 1, 2020 - zero (0%) percent to wage rates.
- b. Effective July 1, 2021 – zero (0%) percent to wage rates.
- c. Effective July 1, 2022 – zero (0%) percent to wage rates.
- d. Effective April 1, 2023 – one point two five percent (1.25%) to wage rates for all positions.
- e. Effective December 1, 2023 – one point five percent (1.50%) to wage rates for all positions.

Plus an additional 0.5% Subject to the Gain Sharing Formula below:

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, Position Title and Point RangeAs of November 15, 2019

<b>AS II</b> (0-101)	<b>AS IV</b> (184-227)	<b>AO I (continued)</b>
Receptionist/Administrative Assistant	Academic Advising Representative	Admissions Officer Advertising Copywriter
	Accounts Payable/Receivable Administrator	Assistive Technology Advisor
<b>AS III</b> (102-183)	Administrative Assistant to the Dean Admission Offer and Enrollment Representative	Career Advisor Career Coach
Accounts Payable/Receivable Assistant Administrative Assistant Admissions Representative Clinical Placement Assistant Curriculum Development Assistant Financial Aid Administrator	Business Associate Buyer Centre Administrative Assistant Client Services Representative Curriculum Development Administrator Department Liaison Associate	Centre Learning Engagement Officer Centre Liaison Officer Communications Specialist Community Liaison Officer Copyright Officer Employment Facilitator
International Prospective and Enrollment Assistant	Digital Content Administrator	Enrolment Management and Scheduling Offi
International Development Support Learner Funding Assistant Library Assistant Materials Resource Support	Engagement and Events Administrator Enrolment Services Representative Event Planner International Applications and Enrollment Representative	Financial Aid Advisor Financial Empowerment Coach Indigenous Learner Liaison Officer Indigenous Student Recruitment Specialist
Records Assistant Student Support Assistant	International Applications Representative International Enrollment Representative	Intakes Officer International Agent Relations/Recruitment Specialist
Testing Centre Assistant TOWES & External Testing Assistant TOWES & External Testing Invigilator	Learner Success and Retention Associate Learning and Technology Administrator Marketing and Communications Associate Media Developer Online Delivery Officer Program Administrator Prospective Student Representative Regional Campus and Learner Administrator	International Learner Development Advisor International Liaison and Student Advisor Learner Conduct and Sexual Violence Respo Learner Conduct Liaison Learner Success Advisor Learner Success and Retention Officer Learner Technology Advisor Learning Coach
(52-112)		
General Services Workers Logistics Service Worker	Research & Evaluation Support Associate Sales and Production Assistant Student Accounts Representative Testing Centre Supervisor TOWES & External Testing Administrator Videographer and Photographer	Media Designer Mentorship Officer Project Officer Program Officer Programming Officer Records Officer
<b>BDO</b> (300-352)		
Academic Innovation Projects Office Business Development Officer Indigenous Partnership Officer		

Innovation and Research Project Officer  
Research Facilitator  
Researcher  
Senior Buyer  
Student Affairs Officer  
Sustainability Coordinator

Writing Specialist

**AO I**

(228-261)

Academic Advisor  
Accessibility Advisor

Research and Evaluation Officer  
Scheduling Officer  
Sexual Violence Support & Education Liaiso  
Stakeholder Engagement Officer  
Student Accounts Officer  
Student Awards Advisor

TOWES & External Testing Coordinator  
Workplace Skills Development Project  
Coordinator

Accounts Payable Lead

Student Engagement Officer  
Student Recruitment Specialist

**AO I (continued)**

Test Officer  
& External Testing Officer  
Transfer Credit & PLAR Officer  
Web Writer  
Work Experience Officer

**LIS**

(262-299)

Library Information Specialist

**NUI**

(280-322)

Clinical Placement Officer

**NUII**

(323-389)

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**SLI I**

(228-261)

Sign Language Interpreter  
Deaf Interpreter

**SLI II**

(262-299)

Lead Sign Language Interpreter

**AOII (261 and Greater)**

Academic Advising Lead TOWES  
Academic Success Centre Lead  
Business Coordinator  
Campaign Marketing and Media  
Coordinator  
Coordinator Financial  
Aid Officer  
International Development Officer  
International Learner Development Immigration Specialist  
Lead Client Services Officer  
Market Research Officer  
Marketing and Communications Specialist  
Strategic Engagement and Events Specialist  
Student Awards Officer  
Student Information System Specialist  
Team Lead-Prospective Student Centre and Recruitment

As the Employer and the Union have a joint responsibility for accommodation for disabilities under Alberta Statutes, Classifications SLI-I and SLI-2 contain a factor of market benchmarking in addition to the classification point ratings range determined under the College classification system.

**LETTER OF AGREEMENT #1**

BETWEEN

BOW VALLEY COLLEGE (BVC)

and

ALBERTA UNION OF PROVINCIAL EMPLOYEES (AUPE)

LOCAL 071/011

Re: Job Classification

The Parties agree that:

1. There is a mutual interest to review the current classification system used for salary band placement of positions (the "Review").

2. The College and the Union agree to form a Committee to conduct the Review.

3. Each party will name two (2) representatives who will be tasked to collegially conduct the Review. Wherever possible the named members of the Committee shall remain consistent for period of the Review.

4. Within thirty (30) days of striking the Committee, the Committee shall draft Terms of Reference regarding the implementation of the Review and the processes to the undertaken in the review, for approval by the President and CEO of the College and the AUPE Executive Committee.

5. Upon completion of the Review, if the Committee reaches consensus, it may make recommendations regarding the following:

a. An assessment of an appropriate classification system to be used for job evaluation of Employees subject to this Agreement which shall include an assessment as to whether the current classification system is appropriate and or requires revision, or, in the alternative propose a new classification system; and

b. An implementation plan for any revised or new classification system; including, but not limited to reviewing and classifying all existing positions in accordance with the revised or new classification system.

6. If the recommendations of the Committee are approved by both Parties, the said recommendations shall be discussed and incorporated into any new collective agreement to reflect the agreement of the Parties.

Re: Job Evaluation and Classification

~~Bow Valley College Classifications and individuals positions within a classification are determined by the use of a job evaluation structure. Establishment of classifications and alterations to job classifications are provided for under Article 15 of the Collective Agreement.~~

~~Job evaluation is the analysis and evaluation of work for the purpose of determining the relative contribution to the overall objectives of the organization of jobs within an organization.~~

Any change in an organization's design and structure may alter the content of a job, which may result in an adjustment in the evaluation of the job. Ideally the position description should be updated every time there is a substantial change to a position's purpose, scope, and/or responsibilities.

Job Evaluation methods provide a systematic approach and framework to sort positions in an equitable manner.

The job evaluation tool used by Bow Valley College ranks jobs by level of accountability they carry in setting and achieving organizational goals and objectives and is based on the idea that jobs can be assessed in terms of:

- the knowledge required to do the job;
- the thinking needed to solve the problems commonly faced;
- the responsibilities assigned.

These three factors are often referred to as "compensable factors".

The focus of the job evaluation process is on the nature and the requirements of the job itself, not on the skills, educational background, personal characteristics or the current salary of the person holding the job.

Working from documentation which describes the content of the job (the Job Description) and the environment in which it is performed, plus the definitions and qualitative measures provided by the job evaluation system, each job is given a ranking on the three factors in relation to other jobs in the organization.

Key job functions and major responsibilities of the job are compared to the definitions of degree levels in order to determine the most appropriate level. The corresponding points for that level are then assigned to the job and are combined for all factors to derive a total score.

Job evaluation may also provide valuable information for organizational analysis and for human resource planning and management strategies such as succession planning, performance management, compensation, etc.

The job evaluation system works on the notion that jobs can be measured on the basis of their relative contribution to the overall objectives of the organization. By considering core aspects of content and context that are common to all jobs, it provides a clear, understandable and systematic basis for defining and comparing the requirements for all kinds of jobs at all levels.

FOR BOW VALLEY COLLEGE

FOR THE ALBERTA  
UNION OF PROVINCIAL  
EMPLOYEES

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_



**LETTER OF AGREEMENT #2**

BETWEEN

BOW VALLEY

COLLEGE AND

THE ALBERTA UNION OF PROVINCIAL EMPLOYEES, LOCAL 071/011

Re: Unsuccessful Posting

Applicants The parties agree to initiate a joint, collaborative process to:

- Design a BVC procedure by which internal candidates receive timely written notification of being unsuccessful in an internal competition;
- Develop communication material(s) and method(s) for use with unsuccessful internal candidates who follow-up with requests for additional information regarding their unsuccessful candidacy; and
- Pilot the above procedure and materials and assess opportunities for improvement before launching across BVC.

It is agreed that it is desirable that this be developed expeditiously and use current tools and processes that are in place. This collaborative process will commence within 30 working days following the ratification of the Tentative Collective Agreement. The goal is to commence a pilot 60 working days following ratification of the Tentative Collective Agreement.

FOR BOW VALLEY COLLEGE

FOR THE ALBERTA  
UNION OF PROVINCIAL  
EMPLOYEES

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

**LETTER OF UNDERSTANDING #1**

BETWEEN

BOW VALLEY

COLLEGE AND

THE ALBERTA UNION OF PROVINCIAL EMPLOYEES, LOCAL 071/011

Re: Student Employment

The Parties agree this Collective Agreement does not apply to Students who are employed in the following categories:

1. Work Experience Activities

Students performing work as part of a work experience placement which is required for program completion. Such Students would not normally work for more than one term and would not replace an Employee under this Collective Agreement.

2. Student Employment Programs

Students hired under special or cost-shared programs that have been implemented to create opportunities to gain work experience and who will not replace an Employee under this Collective Agreement.

3. Work Study

Registered Bow Valley College Students who are utilized by the College to perform non-bargaining unit work. These activities would not involve more than ten (10) hours of employment per week.

FOR BOW VALLEY COLLEGE

FOR THE ALBERTA  
UNION OF PROVINCIAL  
EMPLOYEES

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

~~LETTER OF UNDERSTANDING #2~~

~~BETWEEN~~

~~BOW VALLEY COLLEGE (BVC)~~

~~and~~

~~ALBERTA UNION OF PROVINCIAL EMPLOYEES (AUPE)~~

~~LOCAL 071/011~~

~~Re: Unpaid Leaves of Absence Under the Employment Standards Code, Alberta~~

~~The Employer shall provide the following unpaid leaves of absence in accordance with the requirements of the Employment Standards Code, Alberta, as amended from time to time:~~

~~Compassionate Care Leave~~

~~An Employee who has been employed by Bow Valley College for at least 90 days is entitled to unpaid compassionate care leave for a period of up to 27 weeks for the purpose of providing care or support to a seriously ill family member, in accordance with the Employment Standards Code and Employment Insurance (EI) legislation.~~

~~Critical Illness Leave~~

~~An employee who has been employed by Bow Valley College for at least 90 days will be granted child unpaid leave up to 36 weeks of job protection for the purpose of providing care or support to their child in accordance with the Employment Standards Code and Employment Insurance (EI) legislation.~~

~~Death Or Disappearance Of A Child Leave~~

~~An employee who has been employed by Bow Valley College for at least 90 days will be granted unpaid leave up to 52 weeks of job protection for employees whose children have disappeared due to a crime or up to 104 weeks if child died due to a crime in accordance with the Employment Standards Code.~~

~~Domestic Violence Leave~~

~~An employee who is a victim of domestic violence and has been employed by Bow Valley College for at least 90 days is entitled to unpaid domestic violence leave of up to 10 days in a calendar year in accordance with the Employment Standards Code.~~

~~Family Responsibility Leave~~

~~An employee who has been employed by Bow Valley College for at least 90 days is entitled to up to 5 days of unpaid leave in a calendar year, but only to the extent that the leave is necessary to meet their family responsibilities in relation to a family member in accordance with the Employment Standards Code.~~

~~FOR BOW VALLEY COLLEGE~~

~~FOR THE ALBERTA  
UNION OF  
PROVINCIAL~~

EMPLOYEES

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DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

---

**LETTER OF UNDERSTANDING #3**

BETWEEN

BOW VALLEY COLLEGE (BVC)

and

ALBERTA UNION OF PROVINCIAL EMPLOYEES (AUPE)

LOCAL 071/011

Re: Contracting Out Notification

Where the Employer finds it necessary to contract out work resulting in the loss of regular hours of work of Employees covered by this Agreement, the Employer shall notify the Local Union not less than ~~thirty (30)~~ forty (45) calendar days in advance of such change and shall meet with the Local Union to provide notice of the contracting out.

FOR BOW VALLEY COLLEGE

FOR THE ALBERTA  
UNION OF PROVINCIAL  
EMPLOYEES

\_\_\_\_\_  
DATE: \_\_\_\_\_

\_\_\_\_\_  
DATE: \_\_\_\_\_

Letter of Understanding #X  
BETWEEN  
BOW VALLEY COLLEGE  
THE ALBERTA UNION OF PROVINCIAL EMPLOYEES, LOCAL 071/011  
Re: Workload Review

The Parties recognize the importance of discussions regarding workload. Employees are encouraged to regularly discuss the manageability of their workloads with their Manager. Excessive workloads are of concern to Employees, the Employer and the Union.

- Workload may be impacted by numerous factors, which may include seasonality, surge periods, staff shortages, increased demands, process improvements and efficiencies, or shifting priorities. Fluctuations in workload are normal and acceptable as long as they do not become excessive.
- The Workload Review Process is intended to address excessive work assigned by the Employer. Excessive workloads are systemic and unmanageable workloads that span extended periods of at least twenty (20) consecutive workdays.
- The Workload Review Process is not intended to prevent the Employer from assigning work or addressing performance management issues.
- Throughout the Workload Review Process, the parties involved will look for ways to improve processes, create efficiencies, and assess resources available to respond to workload issues.

An Employee or group of Employees shall have the right to file a written complaint regarding their workload.

Workload complaints shall be filed directly to the Manager, or designate, who shall meet with the Employee to discuss and resolve the specifics of the complaint. The Employee or group of Employees have the option to have Union representation with them in this meeting.

If the Manager and the Employee or group of Employees are unable to resolve the concern, the matter may be submitted in writing to the appropriate Dean/Director or designate within fourteen (10) workdays of receipt of the reply from the Manager. Dean/Director or designate shall meet with the Employee or group of Employees and the Union within fourteen (14) days of the concern being raised to discuss and resolve the concern. The Senior Administrator or designate shall provide a reply in writing within fourteen (10) workdays of the meeting.

Any decisions deriving from workload discussions will be subject to Article 24 – Grievance Procedure up to level 2. The decision made at level 2 shall be final and binding.

This Letter of Understanding shall expire on June 29, 2024.

FOR BOW VALLEY COLLEGE

FOR THE ALBERTA UNION

OF PROVINCIAL EMPLOYEES

| DATE: \_\_\_\_\_ DATE: