



COLLECTIVE AGREEMENT

BETWEEN THE

BOARD OF GOVERNORS OF OLDS COLLEGE

AND THE

**ALBERTA UNION OF PROVINCIAL EMPLOYEES
LOCAL 071/ CHAPTER 002**

EXPIRES JUNE 30, 2024

Deleted: JUNE 30, 2020

TABLE OF CONTENTS (NUMERICAL)

<u>Article No.</u>		<u>Page No.</u>
	Preamble	1
1	Definitions	2
2	Application	3
3	Management Rights	5
4	Union Membership and Union Dues Check-off	5
5	Union Stewards	5
6	Union Recognition	6
7	Job Opportunities	7
8	Time Off for Union Business	8
9	Apprentices	9
10	Attendance	10
11	Acting Incumbent	11
12	Notice of Resignation	12
13	Hours of Work	12
14	Overtime	12
15	Shift Differential/Weekend Premium	13
16	Call Back Pay	14
17	Reporting Pay	15
18	Standby Pay	15
19	Probationary Employee and Period	15
20	Disciplinary Action/Personnel File	16
21	Grievance Procedure	17
22	Employer-Union Relations	20
23	Illness and Sick Leave	21
24	Employee Benefits	22
25	Annual Vacation Leave	26
26	Special Leave	27
27	Maternity/Parental Leave	28
28	Court Leave	29
29	Occupation Health and Safety	30
30	Paid Holidays	30
31	Behavioral Health	31
32	Education Leave	31
33	Military Leave	32
34	Leave Without Pay	33
35	Travel and Subsistence	33
36	Layoff and Recall	33
37	Uniforms and Protective Clothing	34
38	Compressed, Modified or Flexible Hours of Work	34
39	Medical Examinations	35
40	Worker's Compensation	35
41	Pay on Promotion, Transfer or Reclassification	36
42	Pay in Connection with New Classification and Classification Review	36
43	Notice of Job Responsibility	38
44	Rate of Pay	38
45	Term and Effect of Agreement	38

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TABLE OF CONTENTS (NUMERICAL) cont.

<u>Article No.</u>		<u>Page No.</u>
46	Legislation and the Collective Agreement	38
47	Staff Reduction.....	38
48	Parking.....	40
49	Printing of Agreement.....	40
50	Academic Allowance	40
51	Job Sharing	41
52	Pension Plan.....	41
53	Disability Management	41
54	Cultural Diversity	42
55	Seniority	42
56	Harassment and Discrimination	43
57	Contracting Out.....	44
	Schedule "A" – Salaries	45
	Schedule "B" – Salaries.....	49
	Schedule "C"	50
	Schedule "D"	51
	Letter of Understanding – Student Rates.....	52

TABLE OF CONTENTS (ALPHABETICAL)

<u>Article No.</u>		<u>Page No.</u>
50	Academic Allowance	40
11	Acting Incumbent.....	11
25	Annual Vacation Leave	26
2	Application.....	3
9	Apprentices	9
10	Attendance	10
31	Behavioral Health.....	31
16	Call Back Pay.....	14
38	Compressed, Modified or Flexible Hours of Work.....	34
57	Contracting Out.....	44
28	Court Leave	29
54	Cultural Diversity	42
1	Definitions	2
53	Disability Management	41
20	Disciplinary Action/ Personnel File.....	16
32	Education Leave	31
24	Employee Benefits.....	22
22	Employer-Union Relations	20
21	Grievance Procedure.....	17
56	Harassment and Discrimination	43
13	Hours of Work.....	11
23	Illness and Sick Leave.....	21
7	Job Opportunities	7
51	Job Sharing	41
36	Layoff and Recall.....	33
34	Leave Without Pay	33
46	Legislation and the Collective Agreement	38
	Letter of Understanding – Student Rates.....	52
3	Management Rights.....	5
27	Maternity/ Parental Leave	28
39	Medical Examinations	35
33	Military Leave	32
43	Notice of Job Responsibility.....	38
12	Notice of Resignation.....	11
29	Occupation Health and Safety.....	30
14	Overtime	12
30	Paid Holidays.....	30
48	Parking.....	40
42	Pay in Connection with New Classification and Classification Review.....	36
41	Pay on Promotion, Transfer or Reclassification.....	36
52	Pension Plan.....	41
	Preamble	1
49	Printing of Agreement.....	40
19	Probationary Employee and Period	15

TABLE OF CONTENTS (ALPHABETICAL) cont.

<u>Article No.</u>		<u>Page No.</u>
44	Rate of Pay	38
17	Reporting Pay	15
	Schedule "A" – Salaries	45
	Schedule "B" – Salaries	49
	Schedule "C"	50
	Schedule "D"	51
55	Seniority	42
15	Shift Differential/ Weekend Premium	13
26	Special Leave	27
47	Staff Reduction	38
18	Standby Pay	15
45	Term and Effect of Agreement	38
8	Time Off for Union Business	8
35	Travel and Subsistence	33
37	Uniforms and Protective Clothing	34
4	Union Membership and Union Dues Check-off	5
6	Union Recognition	6
5	Union Stewards	5
40	Worker's Compensation	35

Preamble

This Agreement made the _____ day of _____, 2023.

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BETWEEN:

THE BOARD OF GOVERNORS OF OLDS COLLEGE

(hereinafter called the "Employer")

of the first part

and

THE ALBERTA UNION OF PROVINCIAL EMPLOYEES

(hereafter called the "Union")

on behalf of all Employees of Local 071/002 covered by this Collective Agreement

of the second part

WHEREAS, the Board of Governors is an Employer within the meaning of the *Public Service Employee Relations Act*;

AND WHEREAS, pursuant to the provisions of the *Public Service Employee Relations Act*, Certificate No. 6-78, 1977, the Union has the sole right to negotiate on behalf of the Employer's general support staff Employees save and except those excluded under the provisions of ARTICLE 2 -APPLICATION;

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

NOW THEREFORE THIS AGREEMENT WITNESSETH, the parties hereto mutually agree as follows:

ARTICLE 1
Definitions

1.01 This document uses they /them /their pronouns which is intended to include all genders, gender identity, and gender expression. They /them /their includes both plural and the singular.

1.02 In this Agreement, unless the context otherwise requires:

- (a) A word used in the singular may also apply in the plural;
- (b) "Act" means The Public Service Employee Relations Act;
- (c) "President" means the Chief Executive Officer of Olds College;
- (d) "Local" means Local 071/002 of The Alberta Union of Provincial Employees;
- (e) "Employer" means the Board of Governors of Olds College; and
- (f) "Union" means The Alberta Union of Provincial Employees.
- (g) "Employee" shall mean a person employed by the Employer on the following basis:
 - (i) A Regular Full-time Employee is one who is appointed to a Regular Full-time position and who is scheduled to work on a regular basis whose hours of work are specified in Article 13.
 - (ii) A Regular Part-time Employee is one who is appointed to a Regular Part-time position and who is scheduled to work on a regular basis, but:
 - (a) whose hours of work are less than those specified in the Hours of Work, Article 13; or
 - (b) whose working period during each year is less than twelve (12) months in length.
 - (iii) A "Temporary Employee" is one who is hired for a period of twelve (12) months and up to eighteen (18) months when used to cover a maternity/parental leave or less to perform duties not considered to be of an indefinite, continuing nature. Where such employee is to be continued in the position, the position shall be designated either regular fulltime or regular part-time unless the temporary employment period of the Employee is extended with the mutual consent of the Employer and the Union.
 - (iv) A "Temporary Employee" is one who is hired for a period of twelve (12) months or more where the position is for a finite term of up to three (3) years or where the funding for the position comes from external sources. The Employer will communicate with the Union on any such positions that are established. Where

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such position is to be continued beyond three (3) years, the temporary employment period may be extended by mutual agreement between the Employer and the Union.

- (v) A "Casual Employee" is one who cannot be defined as a Regular Full-time, Regular Part-time or a Temporary Employee. Casual Employees will not be employed to perform work that is known to be of a Regular Full-time, Regular Part-time or Temporary nature. Casual Employees will have no guarantee of either continued hours or duration of employment.
- (h) "Probationary Employee" - All Regular Employees covered by this Agreement shall be considered a Probationary Employee until they have completed their probation period as stipulated in Article 19.
- (i) "Probationary Period" - the probationary period for all classifications covered by this Agreement shall be six (6) or twelve (12) calendar months as stipulated in Article 19.
- (j) "Calendar Day" means the time from midnight to midnight.
- (k) "Students" - a student is any person who was registered as a student in the previous academic year and/or who will be attending an educational institution in the following academic year.
- (l) "Union Representative" - a person employed by the Alberta Union of Provincial Employees act on behalf of the Union.
- (m) "Union Steward" means an Employee in the bargaining unit who is elected or appointed by the Employees in the bargaining unit to act on behalf of those Employees.
- (n) "Chapter Chairperson" Component Officer of the Union elected by the Chapter membership.

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ARTICLE 2
Application

2.01 This Collective Agreement applies to the following Employees on the following basis:

(a) Regular Full-time Employee:

Regular Full-time Employees shall receive all terms and conditions of this Agreement unless otherwise specified herein.

(b) Regular Part-time Employee:

(i) Regular Part-time Employees shall receive all terms and conditions of this Agreement on a pro rata basis, where applicable, unless otherwise specified herein.

(ii) Notwithstanding the above, where a position becomes vacant as a result of the incumbent commencing on long term disability, or leave without pay over seventy (70) workdays, and the vacant position necessitates a replacement, the replacement Employee will be classified the same as the incumbent. The Employer will give ten (10) work days advance notice of the termination of acting incumbency.

(c) Temporary Employee:

(i) Except as otherwise provided in this Agreement, Temporary Employees shall not be entitled to any other provisions of this Agreement other than those dealing with Wage Rates, Hours of Work, Overtime, Union Dues, Shift Differential, Call-out Pay, Reporting Pay and Attendance, where applicable;

(ii) Temporary Employees shall be paid in addition to their regular rate of pay fourteen percent (14%) of their earnings in lieu of vacation and named statutory holidays.

(iii) Temporary Employees shall not be used to circumvent the establishment of Regular positions.

(d) Residence Life Coordinator

Persons employed as Residence Life Coordinator's will not be entitled to provisions applying to Call Back Pay, Reporting Pay, Standby Pay and Shift Differential.

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(e) Probationary Employee:

A Probationary Employee shall be entitled to all the terms and conditions of employment under this Agreement unless otherwise specified.

(f) Casual Employee:

(i) Persons employed as Casual Employees shall be entitled to the same provisions of this Agreement as provided for Temporary

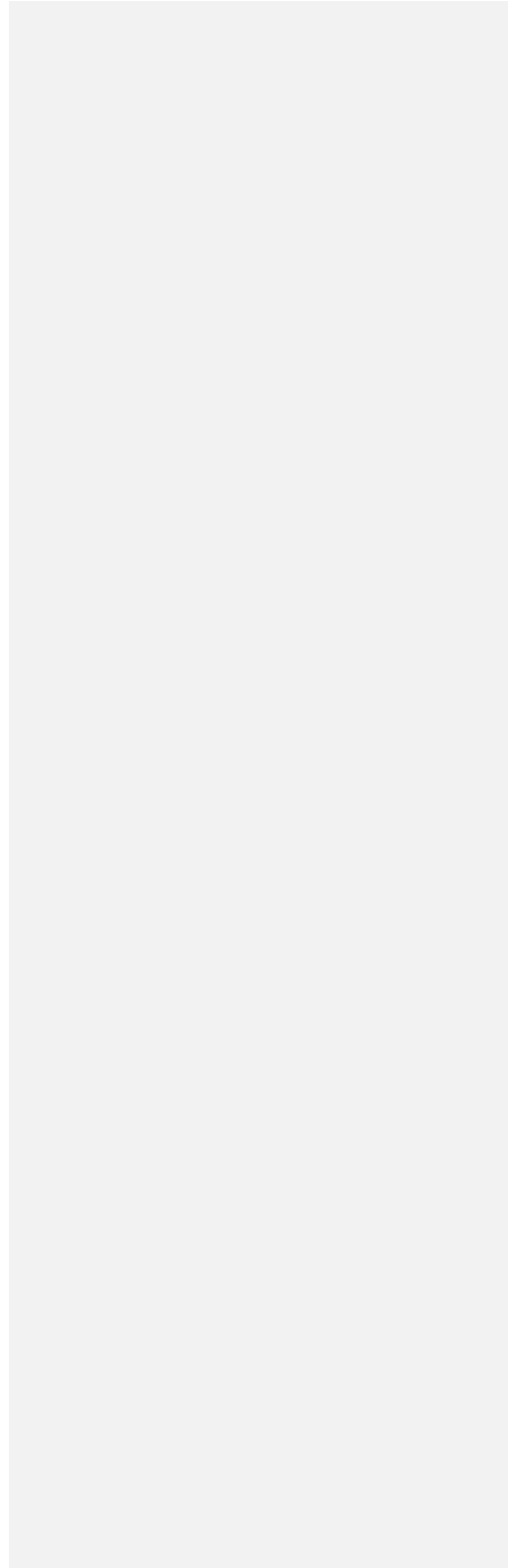
Employees in 2.01 (c)(i);

- (ii) Casual Employees shall be paid in addition to their regular rate of pay 14% in lieu of vacation and named statutory holidays;
- (iii) Casual Employees shall not be used to circumvent the establishment of Regular positions.

- 2.02 Except as provided for in this Article, none of the provisions of this Agreement shall apply to the employment of Students at the College.
- 2.03 Students who are employed in positions designated as student jobs as set out in Schedule "D" during the time when they are not enrolled in programs at the College shall pay union dues in accordance with Article 4 of the Agreement.
- 2.04 Students shall not be employed by the College in circumstances where it would result in the layoff, position abolishment, reduction in hours of work, or replacement of Employees governed by this Agreement.

ARTICLE 3
Management Rights

3.01 The Employer reserves all rights not specifically restricted by this Agreement.



ARTICLE 4
Union Membership and Dues Check-off

- 4.01 All Employees covered by this Agreement shall be required to pay Union dues. The Employer shall, therefore, as a condition of employment, deduct the amount of the Union dues as set by the Union from time to time from the pay of all Employees covered by this Agreement.
- 4.02 The amount so deducted shall be remitted to the Union on or before the fifteenth (15th) day of the following month, accompanied by a list of Employees and the amount deducted for each Employee. An information list detailing Employee name, Employee work e-mail, full home address, start date, home phone number, classification, salary and if the Employee is off on an approved leave of absence. Notification of changes shall be provided to the Union as they occur.
- 4.03 The Union shall advise the Employer in writing of any change in the amount of dues to be deducted from the Employees covered by this Agreement. Such notice shall be communicated in writing to the Employer at least thirty (30) days prior to the effective date of change.
- 4.04 The Employer will supply a list, upon request by the Chapter Chairperson or Membership Services Officer, of new Employees and their assigned Department.

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ARTICLE 5
Union Stewards

- 5.01 The Employer recognizes the Union Steward as an official representative of the Union.
- 5.02 The Employer acknowledges the right of the Union to appoint Employees in the Bargaining Unit as Union Stewards.
- 5.03 The Union, in consultation with the Employer, shall determine the number of Union Stewards having regard to the plan of organization and the distribution of Employees at the work place.
- 5.04 The Employer agrees to acquaint new Employees with the fact that a Collective Agreement is in effect, and shall provide the Employee with a copy of the Collective Agreement.
- 5.05 Where operational requirements permit, the Employer agrees that a Union Steward will be given an opportunity to ~~meet with~~ each new Employee within regular working hours, without loss of pay, for not more than thirty (30) minutes sometime during the first thirty (30) days of employment as scheduled by mutual agreement between Management and the Union Steward for the purpose of acquainting the new Employees with information about Union Membership.
- 5.06 By July 1st of each year, the Union will provide the Employer with a current list of Union Stewards and Local Officers and where there are changes occurring throughout the year, appropriate notification will be provided.

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ARTICLE 6
Union Recognition

- 6.01 The Employer recognizes the Union as the exclusive bargaining agent for all Employees covered by this Agreement. The Employer shall not recognize any Employee or group of Employees as representing the Union, nor shall the Employer enter into any separate agreements with an Employee, a group of Employees or Union Stewards covered by this Agreement, which compromises the terms and conditions of employment during the life of this Agreement, without the prior written approval of the President of the Union.
- 6.02 The Union and the Employer agree that there shall be no discrimination, intimidation, coercion, harassment, or unjust treatment exercised or practiced with respect to any Employee at the work site, or with respect to an Employee's Membership or Non-membership or activity or non-activity in the Union.
- 6.03 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 Employer for approval prior to posting and a decision shall be provided within twenty-four (24) hours.
- 6.04 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.
- 6.05 Employees whose jobs are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit, except for the purposes of instruction, or emergencies or when regular Employees are not available, providing that the act of performing the aforementioned operations does not reduce the hours of work or pay of any Employee.

ARTICLE 7
Job Opportunities

7.01 In making promotions and filling vacancies, appointments will be made on the basis of job knowledge, experience, relevant job qualifications. Where these factors are relatively equal, seniority will be the determining factor. Seniority shall be established in accordance with the definition provided in Article 55.

Regular Full-time Employees shall have seniority over Regular Part-time Employees and Regular Part-time Employees shall have seniority over Temporary Employees.

7.02 When a permanent vacancy occurs such vacancy shall be posted for seven (7) calendar days on the bulletin board made available by the Employer. Once an electronic display option is available, the use of the conventional bulletin board will be discontinued.

- (a) consideration will first be given to applicants from the Regular Full-time staff;
- (b) next the Regular Part-time staff;
- (c) next, all other staff of the Employer at the location;
- (d) next, external candidates.

7.03 Subsequent to the successful completion of probation, upon being promoted or transferred to a new position, an Employee may be required to serve a trial period of one (1) month unless the position is outside of this agreement. If the Employer deems the Employee is unsatisfactory for the position, ~~they~~ shall be reinstated to ~~their~~ former or an equivalent position. The equivalent position shall be one with not less than the former rate of pay and shall normally be at the same work location.

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7.04 A ~~notification of~~ ~~new~~ postings shall be ~~sent electronically~~ to the designated officer of the Union.

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7.05 Applicants shall be informed in writing of their acceptance as soon as possible after the date of appointment.

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7.06 A job will not be deemed to be vacant in the event of an Employee being absent through sickness, accident, vacation, or authorized leave of absence.

ARTICLE 8
Time Off for Union Business

- 8.01 Time off with pay shall be provided on the following basis:
- (a) A grievor and/or his Union Steward for the time spent discussing proposed grievances with representatives of the Employer, as outlined in Article 21 -Grievance Procedure.
 - (b) Authorized Union Stewards/Representatives, and/or the Chairman of Local 071/002, for the time spent meeting with representatives of the Employer at the Employer's request and/or for Employer-Union Relations as outlined in Article 22.
- 8.02 All time off granted to Union Stewards, Representatives and/or the Chairman for activities not defined in 8.01, must be approved in advance by the Supervisor, time out and time of return recorded, and time thus spent will be charged back to the Union at the Employee's regular rate of pay.
- 8.03 Time off without pay shall be provided on the following basis:
- (a) Members of the Local Negotiating Committee, not to exceed four (4) in number, for the time spent in negotiations with representatives of the Employer, and for preparatory meetings prior to and during such negotiations not to exceed five (5) negotiating members in number.
 - (b) Employees who attend courses or seminars provided by the head office of The Alberta Union of Provincial Employees; or Members who by election, selection, or designation attend meetings and/or conventions affiliated with The Alberta Union of Provincial Employees.
- 8.04 Time off without pay shall be provided to Members for activities defined in Clause 8.03 provided, however, advance notice in writing is given to the Employee's immediate supervisor at least one (1) week, or as is reasonably possible in advance of the activity. Such request for leave shall be approved by the Employer providing operational requirements permit.
- 8.05 To facilitate the administration requirements permit of Clause 8.03 of this Article, the Employer will grant the leave of absence with pay and invoice the Union for the Employee's salary or for the replacement salary costs, whichever is the greater.

ARTICLE 9
Apprentices

9.01 An Apprentice is an Employee who is appointed as an Apprentice and who is engaged on a full-time basis as a Regular, Full-time or Part-time Employee, as defined in Article 1 -Definition, to perform work in a trade as an Apprentice under the ~~Skilled Trades and Apprenticeship Education Act,~~

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9.02 New Employees hired as Apprentices and/or present Employees who are accepted into an apprenticeship program but who have less than two (2) year's continuous employment with Olds College, shall be paid salaries based on the percentage rates established in the regulations pursuant to the ~~Skilled Trades and Apprenticeship Education Act,~~

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9.03 An Employee who commences an apprenticeship program after completing two (2) or more years of service with the College, shall be paid the greater of the salary he earned immediately prior to commencing his apprenticeship, or the salary which is applicable under the regulations of the ~~Skilled Trades and Apprenticeship Education Act,~~ governing apprenticeship in that particular trade.

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9.04 No Apprentice shall be granted time off for trade school training until such time as he has completed six (6) month's continuous service. The time off required by an Apprentice, who is a Regular Full-time or Regular Part-time Employee, to attend trade school will be compensated for under the Supplemental Unemployment Benefit Plan (SUB) approved by Service Canada.

- (a) The plan is to supplement the employment insurance benefits received by eligible Employees for temporary unemployment to attend trade school.
- (b) The SUB Plan benefit will be paid for each period the employee is in attendance at trade school to a maximum of twelve (12) weeks per period.
- (c) The SUB Plan will pay the difference between the amount being received in Employment Insurance benefits and 95% of the Employee's regular salary. When the one (1) week Employment Insurance waiting period occurs within the period mentioned in (b), above, the College will pay 95% of the Employee's regular salary.
- (d) The combined weekly payments received from the SUB Plan and the weekly rate of Employment Insurance benefits will not exceed 95% of the Employee's weekly earnings at the rate in effect during the leave of absence.
- (e) To be eligible for SUB Plan payments, the Employee must:
 - (i) Be attending an approved trade school
 - (ii) Apply for and be in receipt of, Employment Insurance benefits under the plan
 - (iii) Be returning to work at Olds College
- (f) Olds College will inform Service Canada Employment in writing of any

changes to the plan within thirty (30) days of the effective date of the change.

- (g) Olds College's general revenues finance the SUB plan.
- (h) SUB payment information and records will be kept separate from payroll records.
- (i) Employees do not have a right to SUB payments except for supplementation of EI benefits for the unemployment period as specified in the plan.
- (j) Payments in respect of a guaranteed annual remuneration or in respect of defined remuneration or severance pay benefits will not be reduced or increased by payments received under the plan.

9.05 An Employee in the Apprenticeship Program attending school as required by the *Skilled Trades and Apprenticeship Education Act* shall be deemed to be on leave of absence and shall not accrue benefits, but shall retain the level of pay and benefits he had at the commencement of such leave.

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9.06 Except as otherwise specified, an Apprentice Employee shall not have recourse to Article 21 in the case of termination of employment as a result of:

- (a) the discontinuance of College participation in an apprenticeship program except as it relates to Employees presently accepted into a program, or,
- (b) the failure of an Apprentice to comply with the terms and conditions of the *Skilled Trades and Apprenticeship Education Act* and/or regulations, or,
- (c) the unavailability of a Tradesman position upon completion of the apprenticeship program, or,
- (d) the unavailability of work required at the next higher period of apprenticeship to which the Apprentice is eligible to advance.

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ARTICLE 10
Attendance

- 10.01 An Employee who is absent from duty without prior authorization shall communicate to a or their designate at their place of work at least one hour prior to commencement of work, stating the reason for their absence. If a senior official or their designate cannot be contacted prior to commencement of work, the Employee may leave an electronic message with the senior official or their designate stating the reason for their absence.
- 10.02 An Employee on authorized leave of absence and/or illness for an indeterminate period or an Employee who wishes to return to work prior to the expiration date of a leave of absence for a fixed period, shall give the Employer five (5) working days' notice of their intention to return to work, unless otherwise specified.
- 10.03 Time limits pursuant to 10.02 shall be waived when it can be established that the Employee, for acceptable reasons, was unable to contact their supervisor or a representative of the Employer within the time limit specified.

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ARTICLE 11
Acting Incumbent

11.01 To receive acting incumbency pay, an Employee shall be designated in writing by the Employer to perform the principal duties of the higher level position for a minimum period of three (3) consecutive work days, during which time ~~they~~ may also be required to perform some of the duties of ~~their~~ regular position. On completion of the minimum three (3) day qualifying period in an acting incumbency position, an Employee shall be eligible for acting incumbency pay for the total period of acting in incumbency including the three (3) day qualifying period.

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11.02 Where an Employee qualifies in an acting incumbency position, ~~they~~ shall receive a minimum of ten (10) percent of ~~their~~ current salary in addition to ~~their~~ regular salary or, ~~they~~ may receive the minimum salary for the class in the higher level position, whichever is the greater.

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11.03 Where the Employer requires an Employee to substitute on another job outside of this Agreement the Employee will receive in addition to ~~their~~ regular salary, an amount commensurate with the additional responsibilities.

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11.04 Academic Recognition for an acting incumbency as a Temporary Instructor will be provided pursuant to Article 50 of this Collective Agreement.

Deleted: Where the Employee substitutes on another job outside of this Agreement beyond two (2) years and is subsequently reverted to his regular position, he shall continue to receive the salary for the acting incumbency position until the salary of his regular position exceeds the salary established for the acting incumbency position. ¶

11.05 The Employer will designate only one acting incumbent as a result of any one Employee's absence, except where the acting incumbent is absent due to illness, vacation, or any other approved leave.

ARTICLE 1
Notice of Resignation

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12.01

All Employees are required to provide the Employer with at least fifteen (15) working days prior written notice of resignation or such lesser period acceptable to the Employer, if he wishes to resign in good standing.

ARTICLE 13
Hours of Work

- 13.01 The normal hours of work for Employees covered by this Agreement shall be thirty-six and one-quarter (36-1/4) hours per week for Employees having job classifications listed in Schedule "B", forty (40) hours per week for Employees having job classifications listed in Schedule "C".
- 13.02 All 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) working hours, one period before the meal break and one after. An Employee working a shift of more than two (2) hours but less than six (6) hours shall receive one (1) rest period per shift.
- 13.03 A meal period of not less than one-half (1/2) hour and not more than one (1) hour 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 in Clause 13.04.
- 13.04 Any Employee who is unable, due to assignment by Management or responsibility, to leave his station of employment during his meal period shall be paid for his meal period at his regular rate of pay.
- 13.05 Every reasonable effort shall be made by the Employer not to schedule the commencement of a shift within eight (8) hours of the Employee's previous shift. The Employer shall provide as much advance notice, as is reasonably possible, in posting shift schedules.
- 13.06 Where requested by an Employee and approved by their supervisor, an Employee may work additional hours on one (1) day and fewer hours on another day without triggering the overtime provisions of Article 14. Both the time taken and earned must be completed within a two (2) week period.

13.07 When the Employer initiates a change in the Employee's regular scheduled hours of work, the employer shall normally provide a minimum of seven (7) calendar days advance notice to the Employee. This advance notice period may be reduced by mutual agreement. The advance notice period is not intended to apply to single occasions or in cases of emergency.

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ARTICLE 14
Overtime

- 14.01 An Employee may be required to work hours beyond regularly scheduled hours to overcome unexpected work loads and to meet extraordinary situations. Such overtime shall be authorized by the Employee's immediate supervisor.
- 14.02 All authorized time worked in excess of eight (8) hours per day for Schedule "C" Employees, or seven and one-quarter (7-1/4) hours per day for Schedule "B" Employees shall be considered overtime and shall be paid for at the rate of time and one-half (1-1/2) for the first two (2) hours and double (2) time thereafter.
- 14.03 An Employee may occasionally be required to work extra time immediately following closing time, or to brief an oncoming shift. A minimum of one-half (1/2) hour overtime compensation will be paid, and the count of overtime will not begin until fifteen (15) minutes in excess of regular hours has elapsed. Any time worked in excess of the minimum will be applied at the rates in Clause 14.02.
- 14.04 Employees will be paid one and one-half (1-1/2 X) times the regular hourly salary for work performed on their first scheduled day of rest, and two (2 X) times the regular hourly salary for all hours worked on a subsequent scheduled day(s) of rest in that rest period. For purposes of scheduled days of rest for those Employees that are engaged in shift work, the first day off shall be recognized as the first scheduled day of rest.
- 14.05 Employees shall not be required to take time off during their regular shift to equalize any overtime worked previous.
- 14.06 Time off in lieu of overtime worked shall be granted, if requested by the Employee and approved by the Employer.
- 14.07 Overtime payment or compensatory time off shall be calculated to the nearest quarter hour at the applicable overtime rates.
- 14.08 Overtime pay shall be calculated from the annual salary rate in effect at the time overtime is worked regardless of any subsequent retroactive change in that rate.
- 14.09 Authorized travel on Employer business shall be considered working hours and when authorized outside of normal working hours or on a paid holiday, or on a regularly scheduled day of rest, Employees will be paid one and one half times (1-1/2X) the regular hourly salary.

ARTICLE 15
Shift Differential/Weekend Premium

- 15.01 Where, because of operational requirements, the hours of work for Employees scheduled into shifts, those Employees shall receive one dollar and ten cents (\$1.10) per hour for working a shift where the majority of the hours in such shift fall between 4:00 p.m. and 8:00 a.m.
- 15.02 An Employee who works Saturdays or Sundays as part of his regularly scheduled work weeks, shall receive a Weekend Premium of one dollar and ten cents (\$1.10) for each hour worked from midnight Friday to midnight Sunday. The Weekend Premium shall not be paid to an Employee who is not regularly scheduled to work weekends and receives overtime compensation for working Saturday or Sunday as a day of rest.
- 15.03 At no time shall Shift Differential or Weekend Premium be included with the Employee's regular rate of pay for purposes of computing overtime payments, other premium payments or any Employee benefits.

ARTICLE 16
Call back Pay

- 16.01 When an Employee is recalled back to work for a specific work assignment, he shall be paid at the rate of time and one-half (1-1/2) for the first two (2) hours, and double (2 X) time thereafter. For such call back on a paid holiday, the rate of pay shall be time and one-half (1-1/2) for all hours worked up to the equivalent of full normal daily hours and double (2 X) time for additional hours worked thereafter.
- 16.02 Subject to 16.03, an Employee who is called back to work one (1) or more times within a two (2) hour period and the time worked totals two (2) hours or less, shall be paid at straight time for a minimum of three (3) hours.
- 16.03 There shall be no minimum guaranteed compensation if the call back is contiguous with a normal working period.
- 16.04 When an Employee is consulted by telephone and has been:
- (a) Assigned to on-call duty and authorized by the Employer to handle job-related matters without returning to the work place; or
 - (b) Authorized by the Employer to handle job-related matters without returning to the work place;

the Employee shall be paid at the applicable rate for the total accumulated time spent on telephone consultation(s) and corresponding documentation during the on-call period. If the total accumulated time is less than thirty (30) minutes, the Employee shall be compensated at the applicable rate of pay for thirty (30) minutes.

ARTICLE 17
Reporting Pay

- 17.01 An Employee will be paid a minimum of three (3) hours pay if 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, but has his work shift changed to an alternate starting time without prior notification, shall receive an additional three (3) hours pay at his regular rate of pay pro-rated to an hourly rate.

ARTICLE 18
Standby Pay

- 18.01 When an Employee is designated to be immediately available to return to work during a period in which he is not on regular duty, he shall be paid the amount of one half (1/2) hour's pay at his regular rate for each four (4) hours on standby or major portion thereof on a day that is not a paid holiday. For standby on a paid holiday, the payment shall be one (1) hour's pay at the regular rate for each four (4) hours on standby or major portion thereof.
- 18.02 When an Employee, while on standby, is unable to report to work when required, no compensation shall be granted for the total standby period.
- 18.03 When an Employee is called back to work during a period in which he was on standby, he shall be compensated pursuant to Clause 18.01 for the hours he was on standby and paid pursuant to Article 16 for the hours worked on call back.
- 18.04 An Employee shall not normally be required to standby on two (2) consecutive weekends or two (2) consecutive Paid Holidays, where other qualified staff are available.

ARTICLE 19
Probationary Employee and Period

- 19.01 Until a Regular Employee has been continuously employed for six (6) months, except as provided in 19.02 and 19.04, he shall be considered a probationary Employee. During such probation period, probationary Employees may be terminated, if in the opinion of the Employer, the performance of the probationary Employee is not suitable.
- 19.02 An Employee who has been a Temporary Employee of the College and receives a Regular Full-time/Regular Part-time position in the same classification will have his probationary period reduced by his temporary service to a maximum of half the probationary period.
- 19.03 The period of probation shall start on the date of commencement of employment and shall be six (6), or twelve (12) months, subject to Clause 19.04.
- 19.04 Employees in the following classifications shall have a probationary period of twelve (12) months:
- | | |
|------------------------------|-----------------------------|
| Technician I | Apprentice |
| Technician II | Instructional Assistant |
| Technician III | Administrative Officer |
| Dean of Residence | Administrative Assistant I |
| Housing Officer | Administrative Assistant II |
| Campus Recreation Programmer | Student Services Officer |
| Tradesman | Student Enrolment Officer |
| Building Operator | |
- 19.05 A Probationary Employee shall receive a written performance evaluation at the mid-point of the length of his probationary period.
- 19.06 A Probationary Employee shall be entitled to all the terms and conditions of employment under this Agreement unless otherwise specified herein.
- 19.07 The period of probation may be extended for a period equivalent to one half (1/2) of the normal probationary period for the classification. The extension of probation shall be the discretion of Management and the reasons shall be communicated to the Union in writing.

ARTICLE 20
Disciplinary Action/Personnel File

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- 20.01 When disciplinary action is taken against an Employee, the Employer shall notify the Employee in writing as to the reason(s) for such action. The Employee and the Union will be provided with a copy of the written reprimand or written notice(s) for each disciplinary action that may occur.
- 20.02 An Employee who is to be interviewed on a disciplinary measure in respect of conduct as referred to in Clause 20.01 shall be notified of the time and place of the interview. Such Employee shall be entitled to have a Union Representative or Union Steward present at the interview.
- 20.03 If an Employee grieves a disciplinary action, as provided in Article 21, and as a result of such action, the penalty is reduced or amended, either by the Employer and/or his designate, or by the Adjudication Board, the award shall be applicable to the Employee, and his personnel file shall be amended to reflect that award.
- 20.04 The Employer agrees that access to the personnel file of an Employee shall be provided to the Employee for examination of its contents upon request once in each year and in the event of a Grievance or a complaint. The Employee may request a representative of the Union to be present at the time of such examination. An Employee shall be allowed to have copies of any documents contained within his file.
- 20.05 No Employee shall be dismissed, suspended, or demoted without just cause.
- There shall be no discrimination, restriction or coercion exercised or practiced by either party.
- 20.06 After twenty-four (24) months, the Employee may request that his personnel file be purged of any detrimental records provided that no similar infractions have occurred during that period.
- 20.07 The personnel file referred to in this Article is the one kept at the Human Resources Office.

ARTICLE 21
Grievance Procedure

In the event of a proposed grievance which arises between the Employer and the Union, or the Employer and one or more Employees on the other hand, regarding the interpretation, application or alleged violation of this Agreement, such grievance shall be settled by way of one of the following procedures of settlement, as applicable. A grievance may also be a complaint regarding any disciplinary action involving financial penalty or written alleged misconduct.

21.01 (a) An Employee(s) should first discuss the subject of the grievance with his immediate supervisor in an attempt to resolve the matter. Any grievance on a disciplinary matter shall commence at Level 1.

(b) Level 1

In the event of an inability to resolve the proposed grievance in accordance with Clause 21.01(a), this grievance shall then be committed to writing, setting forth:

- (i) the nature of the Grievance and the circumstances out of which it arose;
- (ii) the remedy or correction required;
- (iii) the section or sections of the Agreement infringed upon or claimed to have been violated.
- (iv) a copy of all written grievances shall be copied to the Chief Human Resources Officer or designate. The Union shall be notified of the names of the above.

The written Grievance shall be submitted in this form to the Chief Human Resources Officer, or their designate within fourteen (14) calendar days of the act causing the grievance. The Chief Human Resources Officer, or their designate shall make known his decision to the Grievor within fourteen (14) calendar days of receipt of the grievance.

Level 2

In the event that the reply in Level 1 is unsatisfactory to the Grievor, they may then submit the grievance to the respective Vice President of the College, providing this is done within fourteen (14) calendar days after receipt of the answer of the Chief Human Resources Officer, or their designate in Level 1. The Vice President or their designate shall make known their decision to the Grievor within fourteen (14) calendar days of receipt of the grievance at Level 2.

Level 3

In the event that the reply to Level 2 is not satisfactory to the Grievor, they may then submit the grievance to Adjudication within fourteen (14) calendar days of receipt of the decision of the Vice President or the designate of the Vice President. A notice of submission to Adjudication must be given in writing and must contain the name of the nominee of the Grievor to the Adjudication Board.

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- (c) A group grievance may be submitted by more than one named Employee provided that all named Employees are initiating a grievance of the same nature.

21.02 By the Union or College:

Level 1

In the event that either the College or the Union, on their own behalf, wish to process a grievance, such grievance shall be submitted by the one party to the other in writing and shall be submitted within fourteen (14) calendar days of the act causing the grievance.

Level 2

In the event of a policy grievance where there is no act causing the grievance, the College or the Union may process the grievance and such grievance shall be submitted by the one party to the other in writing.

Level 3

The party in receipt of the Grievance, within fourteen (14) calendar days of having received it, shall inform the other party of its decision. In the event that the grievance is not resolved at this time, either party may submit the grievance to Adjudication within fourteen (14) calendar days of the rendering of the decision. A notice of submission to Adjudication must be given in writing and must contain the name of the nominee of the Grievor to the Adjudication Board.

21.03 It is agreed that either party may request a meeting at any of the above steps to discuss the grievance. The request for a discussion shall not be unreasonably denied.

21.04 A Union Steward and/or a Union Representative may, at the request of an Employee, accompany or represent him in the processing of a grievance.

21.05 The time limits for the above steps may be waived or extended by mutual agreement of the parties, in writing. In the event the initiator of the grievance fails to follow the procedure and time limits established in this Article, the grievance shall be deemed to be resolved.

21.06 Where the recipient of the grievance fails to respond within the time limits prescribed, the grievance shall advance to the next level.

Adjudication

21.07 Within fourteen (14) calendar days of receipt of notification by the one party, the other party shall notify in writing the first party of the name of its appointee to the Adjudication Board. Such notification shall be delivered by hand or by double registered mail. Upon the appointment of the two appointees to an Adjudication Board they shall, within fourteen (14) calendar days of the appointment of the second of them, appoint a third person as a member of the Adjudication Board, who shall be the Chairman of the Adjudication Board.

21.08 The parties may mutually agree to appoint a single Arbitrator.

- 21.09 If, within the required time, the recipient of the notice fails to appoint a person as a member of an Adjudication Board or the two appointees fail to agree on a member and Chairman of the Adjudication Board, either or both parties may request the Public Service Employee Relations Board to appoint a person as a member or as a member and Chairman, as the case may be.
- 21.10 The Adjudication Board shall then determine the difference and shall issue an award in writing and the award is final and binding upon the parties and upon any Employee affected by it.
- 21.11 The decision of the majority of the members of the Adjudication Board is the award of the Board but, if there is no majority the decision of the Chairman governs and their decision is the award of the Adjudication Board.
- 21.12 Each party to the difference shall bear the expense of their respective appointee to the Adjudication Board and the two parties shall share equally the expense of the Chairman.
- 21.13 The Adjudication Board, by its award, shall not add to, detract from, nor modify the language, terms or conditions of the Collective Agreement.
- 21.14 If the Adjudication Board determines that an Employee has been discharged or disciplined by an Employer for cause and the Collective Agreement does not contain a specific penalty, the Adjudication Board may vary the penalty as the Board considers fair and reasonable.
- 21.15 The time within which any appointment must be made may be extended by agreement between the parties to the difference, in writing.
- 21.16 The Chief Human Resources Officer may determine that the grievance proceed directly to Level 2 of the Grievance Procedure, or directly to Adjudication.

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ARTICLE 22
Employer-Union Relations

- 22.01 The Employer and the Union, upon mutual agreement, will meet on a regular basis as provided in the Committee's Terms of Reference, for the purpose of resolving difficulties and promoting harmonious relationships.
- 22.02 The meeting may consist of up to ~~eight (8)~~; up to ~~four (4)~~ representing the Union and up to ~~four (4)~~ representing the Employer. The Employer may invite additional representatives when an Agenda item requires subject matter expertise. In this instance, advance notice will be provided to the Union.
- 22.03 The Party requesting the meeting will provide an Agenda in advance of the meeting date. Arrangements for such meetings will be made through the Director of Human Resources or designate.
- ~~22.04~~ Local Union membership meetings may be held on Employer premises, subject to prior notification to Human Resources. The Local agrees to minimize the set-up, reorganization, and cleaning of facilities used for such meetings. The arrangements of the meeting shall be subject to mutual agreement.

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ARTICLE 23
Illness and Sick Leave

23.01 General Conditions

- (a) Illness means any illness, injury or quarantine affecting an Employee, but does not include injury due to accidents covered by Workers' Compensation.
- (b) An Employee must submit a doctor's certificate for any sickness which exceeds three (3) consecutive working days. Notwithstanding the foregoing, if absences are due to illness fewer than four (4) days duration, but are persistent in nature, the Employer may require the Employee to obtain a medical doctor's certificate respecting such absences.
- (c) Employees may be required to supply a doctor's certificate certifying they are medically fit to return to work.

23.02 Casual Illness

- (a) Casual illness means an illness which causes an Employee to be absent from duty for a period of three (3) consecutive working days or less.
- (b) Leave with pay due to casual illness shall be for a maximum of twelve (12) working days each January 1st to December 31st calendar year. For a period of employment less than one (1) year, this entitlement shall be calculated on the basis of one (1) day for each month worked.
- (c) If an Employee uses his total casual sick leave entitlement, he is not entitled to further paid casual sick leave for that year. Any additional casual illness will be taken as annual holiday or deducted from accumulated time off, at the Employee's option. If the Employee has no vacation credits or time off in lieu available, such absence will be considered as leave without pay.
- (d) Casual illness entitlement shall have application only to days on which an Employee would otherwise normally be scheduled to work.

23.03 General Illness

- (a) General illness means an illness which causes an Employee to be absent from duty for a period of more than three (3) consecutive working days.
- (b) Leave with pay due to general illness shall be for a maximum of seventy (70) working days. This entitlement shall be reinstated immediately in the case of a new disability. An Employee who returns to work from a period of general illness and who within ten (10) work days is absent for the same or related illness, shall have the two absences treated as one absence.
- (c) After the seventy (70) working days general illness entitlement has expired, the Employee will commence on long term disability upon approval of the Carrier. The Employee will remain on long term disability subject to the provisions of the Carrier, if within three (3) months after recovery from a disability for which monthly benefits are being received

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under the Long Term Disability Insurance program the Employee again becomes totally disabled, such disability will be considered a continuation of the previous disability.

- (d) Annual vacation will not accrue for periods of general illness over seventy (70) working days.
- (e) Benefits will continue during the first seventy (70) working days of General illness leave.

23.04 An Employee who commences employment on or after September 2, 2014, shall at the commencement of each calendar year of employment be entitled to General Illness Leave at the specified rates in accordance with the following schedule, and the application of such General Illness Leave shall be as set out in accordance with the Collective Agreement:

<u>Completed calendar years of service</u>	<u>General Illness leave at 100% normal salary</u>	<u>General Illness leave at 70% normal salary</u>
1st month	0 days	70 days
Less than 1 year	10 days	60 days
1 year	15 days	55 days
2 years	25 days	45 days
3 years	35 days	35 days
4 years	45 days	25 days
5 years	60 days	10 days

23.05 Medical and Dental Appointments

Time off to attend medical, dental and eye appointments requires authorization by the Department Head in advance and shall be scheduled to least interfere with the Employee's regular hours of work.

ARTICLE 24
Employee Benefits

24.01 The Employer will continue to provide Employee Benefit Plans as set in Clause 24.02.

24.02 The costs for premiums for the above Benefits shall be shared according to the following table:

	<u>Employer</u>	<u>Employee</u>
Long Term Disability 60% Plus COLA (Max. \$5,000/month)	0%	100%
Group Life Insurance (2 x salary)	50%	50%
Accidental Death and Dismemberment	100%	0%
Extended Medical Care (100% All Drugs -Card)	100%	0%
Prescription Drugs will be based on the Lower Cost Alternative except for physician override for "bona-fide" medical reasons. Prescription drugs will not have a dispensing fee cap per prescription.		
Dental Plan -100.80.50 (Basic \$1,000/year) (Major \$2,000/year) (Ortho \$2,000/lifetime)	100%	0%
Recall dental services limited to once in twelve months for adults and remains at six months for children. Periodontal (deep scaling) time units limited to 10 units per year.		
Vision Care (\$200/2 year -adult) (\$200/1 year -children under 18)	100%	0%

24.03 An Employee who received the Long Term Disability benefits and who at the commencement of absence due to disability or illness, is participating in Clause 24.02, shall continue to be covered under these plans throughout the total period the Employee is receiving Long Term Disability benefits and the Employer and Employee premium contributions, shall continue. The Employer shall notify the Union when a member goes on Long Term Disability.

24.04 The Employee and Employer contributions to the Pension Plan shall be in accordance with the rates provided by the *Local Authorities Pension Act*. The contributions shall continue to be paid throughout the total period the Employee is receiving Long Term Disability benefits.

24.05 Brochures of all benefit plans specified in Clause 24.02 shall be provided to all Employees.

24.06 Health Spending Account / Personal Spending Account (HSA/PSA)

(a) Eligibility

- (i) An HSA/PSA shall be implemented for all employees eligible for benefits in accordance with Article 24.
- (ii) A Regular Employee who is employed in more than one (1) position with the employer will receive one (1) HSA/PSA based upon the combined total of their full-time equivalencies (FTE's).

(b) Calculation

The HSA/PSA shall be calculated as follows:

- (i) ~~Seven hundred fifty dollars (\$750.00)~~ to be allocated to each eligible Full-time Employee and pro-rated for each eligible Part-time Employee based on their FTE as of July 1st (eligibility date) of each year.

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(c) Utilization

The HSA/PSA may be used for the following purpose:

- (i) Reimbursement for expenses associated with professional development including:
 - (a) tuition costs or course registration fees;
 - (b) travel costs associated with course attendance;
 - (c) professional journals;
 - (d) books or publications; and
 - (e) software.
- (ii) Reimbursement for the cost of professional registration or voluntary association fees related to the employee's discipline.
- (iii) Reimbursement for health and dental expenses that are eligible medical expenses in accordance with the *Income Tax Act* and are not covered by the benefit plans specified in Article 24 of the Collective Agreement.
- (iv) Wellness expenses which may include, but are not limited to, such expenses as fitness centre memberships and fitness equipment.
- (v) Family care including day care and elder care.

Deleted: (ii) → Effective January 1, 2019, the HSA/PSA will increase to six hundred seventy-five dollars (\$675.00) ¶
(iii) → Effective July 1, 2019, the HSA/PSA will increase to seven hundred fifty dollars (\$750.00) ¶

(d) Allocation

- (i) By May 1 (allocation date) of each year, Employees who are eligible for the HSA/PSA will make an allocation for utilization of their HSA/PSA for the subsequent fiscal year.

- (ii) Any unused allocation in an employee's HSA/PSA as of June 30 in each calendar year may be carried forward for a maximum of one (1) fiscal year.
 - (iii) Employees who are laid off after July 1 in the year in which the funds are available, shall maintain access to the fund for the balance of that fiscal year while on layoff.
 - (iv) Reimbursement will be provided upon the submission of an original receipt.
- (e) Implementation
- (i) Where the Employer is the administrator of the account, it shall determine the terms and conditions governing the HSA/PSA. A copy of these terms and conditions shall be provided to the Union.
 - (ii) Where the Employer chooses to contract with an insurer for the administration of the HSA/PSA, the administration of the account shall be subject to and governed by the terms and conditions of the applicable contract. A copy of this contract shall be provided to the Union.
 - (iii) The HSA/PSA shall be implemented and administered in accordance with the *Income Tax Act* and applicable Regulations in effect at the time of implementation and during the course of operation of the HSA/PSA.
- (f) An Employee who terminates employment voluntarily and who within the same fiscal year of termination commences employment with the same Employer or with another Employer signatory to this Collective Agreement, shall have his HSA/PSA maintained. It is understood that an employee is entitled to one (1) HSA/PSA within a fiscal year.

24.07

Employees will be maintained on the College's group insurance benefit plan with the same cost sharing as provided in Article 24.02, except that long-term disability benefits will terminate and life insurance shall reduce to one (1) times salary when the Employee attains age 65.

ARTICLE 25
Annual Vacation Leave

- 25.01 An Employee shall not take vacation leave without prior written authorization from the Employer.
- 25.02 Vacation entitlements with pay shall be earned and taken as follows:
- (a) less than one (1) year -one and one-quarter (1-1/4) working days each month;
 - (b) one (1) consecutive year or more -fifteen (15) working days vacation to be taken commencing the second year;
 - (c) five (5) consecutive years or more -twenty (20) working days vacation to be taken commencing in the sixth year;
 - (d) twelve (12) consecutive years or more -twenty-five (25) working days vacation to be taken commencing in the thirteenth year;
 - (e) Twenty (20) consecutive years or more -thirty (30) working days vacation to be taken commencing the twenty-first year; one week to be taken between the months of November 1 and February 28/29, except by mutual agreement.
 - (f) Thirty (30) consecutive years or more -thirty-five (35) working days of vacation to be taken commencing the thirty-first year.
- 25.03 If one or more paid holidays fall during an Employee's annual vacation period, another day or days may be added at the end of the vacation period or as may be authorized by the Employer.
- 25.04 When an Employee becomes ill for a period of four (4) days or longer as evidenced by a doctor's certificate or takes bereavement leave, during his vacation period, the time spent on such leave shall not be deducted from vacation entitlement.
- 25.05 Vacation leave time and/or portions to be taken shall be determined by the mutual agreement between the Employee and his Supervisor. If the Employee and Supervisor are unable to reach agreement on vacation leave time, the Supervisor may schedule the vacation leave time of the Employee providing at least three (3) weeks of advance notice is provided.
- 25.06 The Employee shall be entitled to take their vacation leave as they accumulate it, provided such leave is authorized by their immediate supervisor.
- 25.07 An Employee who terminates their service or who is terminated shall receive vacation pay in lieu of such vacation earned but not taken to the effective date of termination of employment.
- 25.08 As of June 30 each year, an Employee may carry forward a vacation entitlement of up to, but not exceeding twenty (20) working days for previous years. This carry over amount is in addition to vacation earned in the current fiscal year.

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ARTICLE 26
Special Leave

26.01 An Employee not on leave of absence without pay, shall upon application, be granted special leave at his basic rate of pay if the Employer is satisfied as to the reasonableness of the request. The circumstances under which special leave is granted, subject to Clause 26.02, and the corresponding maximum length of each are as follows:

- (a) illness within the immediate family - four (4) days
- (b) bereavement - four (4) days
- (c) attend funerals as a pall-bearer or mourner -one (1) day
- (d) travel time for illness within the immediate family or bereavement -two (2) days
- (e) executor of estate - one (1) day
- (f) disaster conditions - two (2) days
- (g) be present at birth or adoption proceedings of Employee's child - one (1) day.
- (h) relocation - one (1) day
- (i) writing exams for courses approved by the Employer -as required.

(j) effective January 1, 2023, conditions that require an Employee to be away from work for personal reasons – three (3) days.

26.02 Application of Clause 26.01 shall be subject to the following provisions:

- (a) illness within the immediate family -immediate family shall mean: spouse, son, daughter, mother, father, or a relative whose chief domicile is the Employee's residence. The leave of absence for illness within the immediate family may be granted for the purpose of making arrangements for the care of the person that is ill.
- (b) bereavement - leave of absence will be granted in the event of the death of any of the following relations of an Employee or spouse: parents, guardian, parent-in-law, grandparent, grandchild, son, daughter, brother, sister or the spouse of any of them, or a relative whose chief domicile is the Employee's residence.
- (c) mourner - leave of absence will be granted where operational requirements permit, subject to the approval of the Employee's supervisor.
- (d) travel time for illness within the immediate family or for bereavement shall mean for travel where long distances are involved.

- (e) administration of estate shall apply only when the Employee has been designated as an executor of the estate for the deceased.
- (f) disaster conditions shall apply for a critical condition which requires an Employee's personal attention in a disaster (flood, fire, tornado, etc.) which cannot be served by others or attended to by the Employee at a time when he is normally not at work.

26.03 The maximum length of time specified for each circumstance requiring use of Special Leave shall not be exceeded, however, Special Leave may be granted more than once for the same circumstances within a calendar year, provided the total Special Leave granted does not exceed ten (10) working days per calendar year, unless additional Special Leave is approved by the Employer.

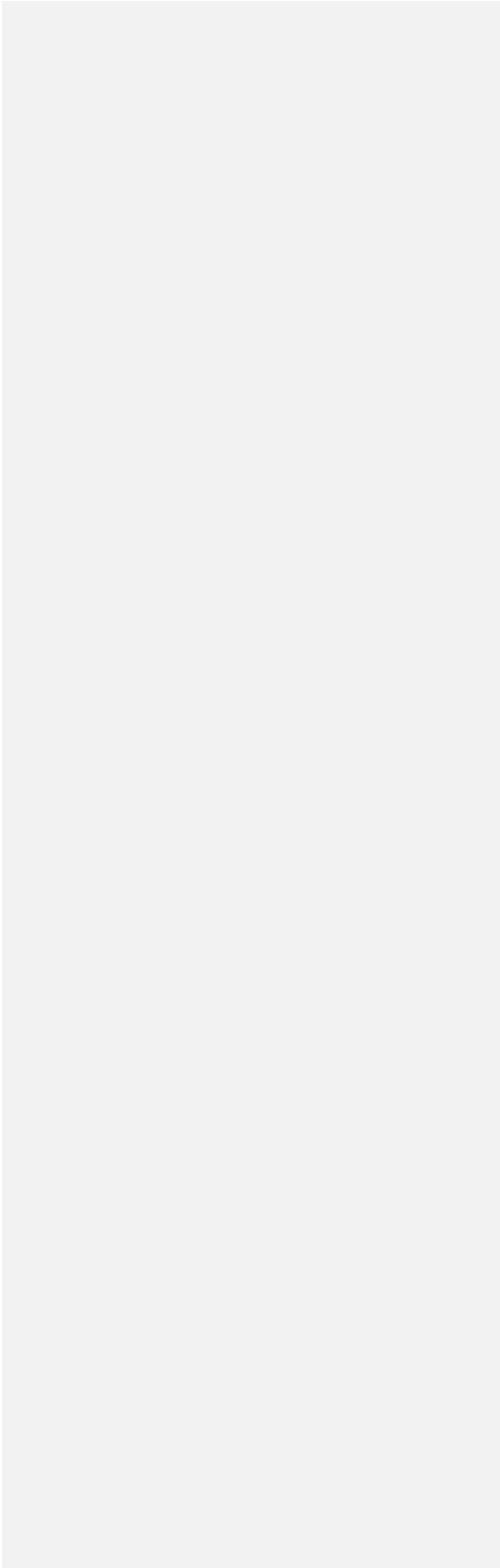
26.04 Terminal Care Leave

An Employee with a qualified relative in the end-stage of life shall be entitled to a leave of absence without pay but with benefits at the normal cost sharing, for a period up to twenty-seven (27) weeks. Qualified relative shall mean a person as defined in Article 26.02 or any other relative allowed by the Federal Employment Insurance Guidelines.

ARTICLE 27
Maternity / Parental Leave

- 27.01 An Employee who has completed ninety (90) days of employment, upon her written request providing at least six (6) weeks advance notice, be granted maternity leave to become effective thirteen (13) weeks immediately preceding the expected date of delivery or such shorter period as may be requested, by the Employee, provided that she commences maternity leave not later than the date of delivery.
- 27.02 Maternity leave shall be without pay and benefits except for the portion of maternity leave during which the Employee has a valid health-related reason for being absent from work and is also in receipt of sick leave, LTD or, where applicable, EI SUB Plan benefits. The total period of maternity leave shall not exceed twelve (12) months unless mutually agreed between the Employee and the Employer.
- Parental leave shall be without pay and benefits, and may be up to sixty-two (62) weeks in length.
- The total period of maternity and parental leave shall not exceed a combined total of seventy-eight (78) weeks; nor exceed the individual maximums for each type of leave. The period of Parental leave may be extended if mutually agreed between the Employee and the Employer.
- 27.03 An Employee on such leave shall provide the Employer with four (4) week's written notice of readiness to return to work following which the Employer will reinstate her in the same position held by her immediately prior to taking such leave and at the same step in the pay scale or provide her with alternate work of a comparable nature at not less than the same step in the pay scale and other benefits that accrued to her to the date she commenced leave.
- 27.04 An Employee who has completed ninety (90) days of employment, upon written request will be granted parental leave without pay for up to sixty-two (62) weeks as necessary for the purpose of adopting a child and upon giving their Manager four (4) weeks notice in writing of the day he or she intends to resume their employment and the Employee shall be re-engaged in their former position.
- 27.05 A pregnant Employee who presents medical evidence from her physician which satisfies the Employer that continued employment in her present position may be hazardous to herself or to her unborn child, may request a transfer to a more suitable position if one is available.
- The Employee's salary shall then be governed by Article 41. Where no suitable appointment is available, the Employee may request maternity leave as provided by Article 27 if the Employee is eligible for such leave. In the event that such maternity leave must commence in the early stages of pregnancy which results in the need for an absence from work longer than eighteen (18) months, the Employee may request further Leave Without Pay as provided by Article 34.
- 27.06 A pregnant Employee who qualifies shall be eligible for the Supplementary Employment Benefit Plan as provided in College procedure.
- 27.07 Male employees will have leave without pay and benefits equal to those of female employees in the case of adoptions and parental leave, and shall give the

same notice as required for maternity leave or adoption leave.



ARTICLE 28
Court Leave

28.01 An Employee required by law to appear in Court as a member of a jury or as a witness shall be paid the salary the Employee would normally have received if he had been working, based on the basic salary. Any fees that may be paid to the Employee for appearing in court shall be turned over to the Employer. The Employee will report to work during those hours that he is not required to attend Court.

ARTICLE 29
Occupational Health and Safety

- 29.01 Both parties to this Agreement recognize the need and desirability of a safe working environment. In furtherance of this recognition, the parties agree to be bound by all the current provisions of the Provincial *Occupational Health and Safety Act* and any additions or amendments as may, from time to time, be legislated.
- The Employer and the Union recognize that the active support of everyone is required to ensure that appropriate health and safety standards are developed and maintained at the College.
- 29.02 The Employer and the Union agree to participate on the Occupational Health and Safety Committee. Employees while voluntarily acting in their capacity as a Member of the Committee shall not suffer any loss of wages or benefits.
- 29.03 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.
- 29.04 The Employer or his designate, shall notify the Union member of the Committee or his designate immediately he is made aware of the occurrence on the job of a fatal accident or the serious injury of an Employee.
- 29.05 Each Employee and each Supervisor shall take reasonable care for the protection of public and employee health and safety in the operation of equipment and the storage or handling of materials and substances, as required by the *Occupational Health and Safety Act*.

ARTICLE 30
Paid Holidays

- 30.01 Employees are entitled to the following paid holidays:
- | | |
|-----------------------|-------------------|
| New Year's Day | Remembrance Day |
| Good Friday | Christmas Day |
| Easter Monday | Boxing Day |
| Victoria Day | Christmas Floater |
| Canada Day | Family Day |
| Civic Holiday (1 day) | Labour Day |
- Thanksgiving Day
- and any other holiday proclaimed by the Governments of Alberta or Canada.
- 30.02 The Christmas Floater holiday shall be observed on the last working day before Christmas Day.
- (a) In addition to the holidays contained in Article 30.01, Employees shall be granted the work days between Boxing Day and New Year's Day as a Christmas break.
- 30.03 If the Municipality does not proclaim a Civic Holiday as specified in Clause 30.01, the first Monday in August shall be observed as such holiday.
- 30.04 If a holiday falls on a Saturday or a Sunday, it will be observed on the preceding Friday or following Monday as designated in advance by the Employer.
- 30.05 If an Employee is required to work on an observed holiday, the Employee will receive, in addition to overtime, one (1) day off with pay as designated by the Employer.
- 30.06 If an Employee is required to work on a day that the College is closed between Christmas Day and New Years Day that is not an observed holiday, the Employee will receive their regular rate of pay for the time worked and any overtime entitlements due based on the hours worked. In addition the Member will receive an additional day off with pay as designated by the Employer.

ARTICLE 31
Behavioral Health

- 31.01 The Employer recognizes that alcoholism, drug addiction and mental illness are illnesses which can respond to therapy and treatment and that absence from duty due to such therapy or treatment shall be considered as sick leave, under the provisions set out in Article 23.
- 31.02 In such cases where ongoing treatment, for illnesses noted in Clause 31.01 above, the Employer will be informed of the Employee's progress, provided that such Employee consents to an exchange of information.

ARTICLE 32
Educational Leave

32.01 The parties recognize the need to continually upgrade individual job skills and professional competencies; develop and improve interpersonal relationships and develop and maintain a sense of worth and contribution within and outside the College.

In order to carry out these objectives, the Department Head will be recognized as the body responsible for the implementation of the Staff Development Program.

32.02 The Employer shall pay salaries and the costs of courses and course materials for required in-service training approved by the Employer.

32.03 Olds College will waive up to a maximum of two hundred (\$200.00) per fiscal year per family to be applied against the cost of the Member or the Member's immediate family taking courses being run on a cost recovery basis. This tuition waiver is subject to minimum enrollment requirements being met without including staff or their family members and that inclusion of staff or their family members will not exceed maximum enrollment.

Tuition fees will be waived for a Member and the Member's immediate family where the College is charging tuition in accordance with its policies pertaining to regular credit programming. Tuition fees will not be waived for programs being run on a cost recovery basis.

Immediate family for purposes of this Article shall mean the Employee's spouse, children and/or dependent grandchild(ren).

ARTICLE 33
Military Leave

33.01 The Employer may grant military leave without pay to an Employee; except where prohibited by law,

- (a) where ~~their~~ services are required by the Department of National Defense to meet a civil emergency, for the duration of the emergency;
- (b) where, during a national emergency, ~~they~~ volunteer for service or is conscripted into the Armed Forces for the duration of the emergency; and
- (c) where he volunteers for military training, special training or special duty for a period not exceeding six (6) weeks.

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33.02 Where military leave is approved, the Employee shall not be required to forfeit any of ~~their~~ vacation entitlements. However, where military leave is not approved, this Article does not preclude the Employee from using vacation leave for the purpose of attending military training.

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33.03 Military leave to attend annual training and summer camp shall not exceed ten (10) working days.

ARTICLE 34
Leave Without Pay

34.01 Where operational requirements permit and upon written application by the Employee, the Employer may grant a leave without pay. The written request for such leave must normally be submitted at least two (2) weeks in advance of the anticipated date of commencement of such leave, before such request can be considered.

When a Leave of Absence request is made for a non-protected leave type, all available Vacation and/or Banked time shall be exhausted prior to the commencement of the unpaid portion of the leave of absence.

ARTICLE 35
Travel and Subsistence

- 35.01 An Employee authorized to use ~~their~~ private vehicle on approved College business, or who is required to travel in the performance of ~~their~~ duties shall be paid mileage and be reimbursed personal and other travel expenses in accordance with the Employer's Travel Expense Guidelines Policy.
- 35.02 The Employer agrees to inform the Union of any and all alterations of rates mentioned in Clause 35.01, and agrees to provide copies of the travel expense policy on request by the individual member.

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ARTICLE 36
Layoff and Recall

- 36.01 Layoff is defined as a temporary separation from employment with anticipated future recall. Any layoff for a period longer than six (6) months shall be deemed to be Staff Reduction.
- 36.02 In the event of reduction of work necessitating a layoff within the same job function, when other relevant factors are equal, Employees will be laid-off in reverse order of their seniority. The Employer shall notify the Union and Employees who are to be laid off fifteen (15) working days before the layoff is to be effective. If the Employee laid off has not had the opportunity to work fifteen (15) working days after notice of lay off, he shall be paid in lieu of work for that part of fifteen (15) working days during which work was not made available.
- 36.03 No seniority shall be accrued by an Employee on probation, however, upon successful completion of the probationary period, seniority shall be retroactive to the day employment commenced.
- 36.04 In recalling Employees, recall will be in the reverse order of layoff providing the Employee is qualified, capable and willing to perform the work available.
- 36.05 The seniority of an Employee shall be lost and all rights forfeited by reason of:
- (a) Resignation;
 - (b) Being dismissed for just cause and not reinstated;
 - (c) Retirement;
 - (d) Layoff longer than six months;
 - (e) Recall notice shall be by registered mail to the Union and to the Employee's last address on record with the Employer. It is the responsibility of each Employee to notify the Employer promptly in writing of any change of address. When recalled, unless an Employee signifies within five (5) working days of receipt of the notice, his intention to return to work, or fails to report to work after so signifying within a further ten (10) working days, he shall forfeit his claim to reemployment.

ARTICLE 37
Uniforms and Protective Clothing

- 37.01 The Employer shall provide uniforms and protective clothing including inclement weather clothing where working conditions warrant, and reasonable access to rain suits. Protective clothing is defined by *Health and Safety* and/or *Workers' Compensation Act*.
- 37.02 Where uniforms or protective clothing have been provided, the Employer undertakes to replace the same whenever necessary.
- 37.03 Where the Employer determines that safety footwear should be provided, the Employer shall either provide the actual safety footwear or pay up to a maximum of two hundred dollars (\$200.00) per annum.

ARTICLE 38

Compressed, Modified, Flexible Hours of Work or Work Averaging Agreements

- 38.01 The Employer may implement a compressed, modified or flexible system of hours of work, except that participation by an Employee in these systems of hours of work shall be voluntary.
- 38.02 Employees shall neither lose nor gain in benefits and/or entitlements as a result of compressed, modified or flexible hours of work systems.
- 38.03 By mutual agreement a Work Averaging Agreement may be used to accommodate continuous, averaged, year round pay for a Regular Part-Time Employee whose work schedule involves a varying hour requirement during certain peak times of the year.

Only Employees with a partial FTE will be eligible for a Work Averaging Agreement and cannot be used to circumvent the overtime provisions of this collective agreement. The total hours forecast will be calculated based upon the Employee's FTE and their annual equivalent hours of work as defined in article 13.01.

The Manager will be responsible for tracking the annual number of hours worked against the FTE forecasted hours. Any hours worked in excess of the annual forecast; that are not considered overtime as per article 14.02, will be banked at straight time for use within the next six (6) months or paid out upon request of either the Manager or Employee. Banked hours not used within this period will be paid out.

ARTICLE 39
Medical Examinations

39.01 Where the Employer requires an Employee to undergo periodic and/or compulsory medical examinations, the cost of such examinations shall be paid by the Employer. This Article does not apply to proof of illness as required under Article 23 of this Agreement.

ARTICLE 40
Workers' Compensation

- 40.01 In accordance with the *Workers' Compensation Act*, when an Employee sustains an injury in the course of his duties with the Employer, the Employee shall report the injury to his supervisor or nurse at the place of work as soon as possible. The supervisor or nurse shall record the date, time and nature of the injury and this record shall be signed by the Employee. If the injury causes the Employee to be sent from work, the Employee and Human Resources shall complete the required forms for Workers' Compensation.
- 40.02 An Employee who suffers an injury which requires that he/she leave the worksite, shall have his salary maintained for the whole day for which he was injured and that day shall not be deducted from the period of eligibility outlined in Clause 40.03.
- 40.03 An Employee who suffers a compensable injury which causes him to be absent from work, shall have his basic salary maintained for the period he is absent from work up to a maximum of seventy (70) consecutive work days provided that he assigns to Olds College, any benefits payable to him by the Workers' Compensation Board for lost wages.
- 40.04 If the Employee has not returned to work due to injury when his eligibility period has expired, he shall then be paid according to the rate prescribed by the Workers' Compensation Act and shall be paid any benefit to which the Employee might be entitled under the provisions of the Long Term Disability Plan.
- 40.05 The eligibility period specified in Clause 40.03, that is seventy (70) working days, shall not apply in the event of a recurrence of a disability within three (3) months of a disability due to previously claimed injury unless the Employee has not used the total eligibility period in which case the unexpended period of eligibility may be applied.
- 40.06 For clarification of any issues that arise with regard to Workers' Compensation not mentioned in this Article please contact Human Resources.

ARTICLE 41

Pay on Promotion, Transfer or Reclassification

- 41.01 The salary of an Employee promoted and/or transferred to a higher classification shall be advanced to at least the start rate of the higher except where the start rate of the higher classification is lower than the Employee's existing rate, in which event the Employee's salary shall be advanced to at least the next higher rate of the higher classification.
- 41.02 An Employee whose position is reclassified to a lower salary assignment through no fault of **their** ~~his~~ own shall continue to receive the salary being received as at the said reclassification until the salary of the reclassified position exceeds the salary received at the time of the said reclassification.
- 41.03 An Employee who chooses to accept a position at a lower or higher salary assignment in lieu of accepting layoff under Article 36 or redundancy under Article 47 shall be paid at a rate appropriate to the new position.

ARTICLE 42

Pay in Connection with New Classification and Classification Review

- 42.01 The Employer may establish new classifications or alter existing classifications as the need arises, and set the salaries and the terms and conditions of employment related thereto; provided, however, in such an event the Employer shall forthwith give written notice to the President of the Union of such new or altered job classifications and proposed compensation related thereto.
- 42.02 If, after consultation with the Chief Human Resources Officer, the Union objects to the proposed compensation, the Union shall serve written notice to the Chief Human Resources Officer within fifteen (15) working days of the date the Union received the notice referred to above, of the Union's intention to have the proposed compensation determined by an Arbitration Board which shall be established in accordance with the following procedure:
- (a) The Union shall notify the Employer of the intention of the Union to refer the matter to arbitration, together with the name of its nominee.
 - (b) Within ten (10) days of receipt of notice, the Employer shall notify the Union of the name of its nominee.
 - (c) The nominees shall attempt to agree upon the appointment of a Chairperson but upon failing to do so following reasonable attempts to do so shall request the Minister of Labour to appoint a Chairperson.
 - (d) The parties shall bear the cost of the appointment of their respective nominees and shall equally bear the cost of the appointment of the Chairperson.
 - (e) The majority award of the Arbitration Board shall be binding upon the parties.
- 42.03 When the Union fails to process the matter within the time limits specified in Clause 42.02, the matter will be deemed to have been abandoned. However, time limits under this Article may be extended by mutual agreement between the parties provided such agreement is in writing.-
- 42.04 When it is necessary to use postal services, all correspondence shall be by registered mail.
- 42.05 The Employer agrees to provide the Union with any changes in job categories and job titles in order that the Union may maintain an accurate record of such classifications.
- 42.06 An Employee may make a request in writing to the Human Resources Director to have **their his** position reviewed provided:
- (a) The duties and/or responsibilities of the position have been significantly changed since the last review;
 - (b) The last review of the position was completed and, if applicable, an appeal decision was rendered pursuant to Clause 42.10, at least twelve (12) months prior to the request;

- (c) The Employee has prior discussion with their immediate Supervisor / Manager; and,
- (d) Subject to Clause 42.06 (b) above, the Employee believes their position is incorrectly classified.

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42.07 A request made by an Employee in accordance with Clause 42.06 will be considered by Human Resources and a decision in writing will be provided to the Employee.

42.08 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.

42.09 An Employee wishing to appeal any classification decision shall submit written notification to the Chief Human Resources Officer or their alternate within twenty-one (21) days of receipt of the decision.

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42.10 An Employee is entitled to have a Union representative assist them him during the appeal process.

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42.11 The Chief Human Resources Officer or their alternate, within thirty (30) days of the appeal shall hear the appeal. The Employee and the Union shall be advised in writing within fourteen (14) days of the date of the hearing of the decisions of the Chief Human Resources Officer or their his alternate.

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42.12 The decision of the Chief Human Resources Officer or designate shall be subject to the Arbitration process. The Union shall notify the Employer of its intent to refer the matter to the Arbitration within thirty (30) days of the decision of the Chief Human Resources Officer or their his alternate.

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42.13 Time limits specified in this Article may be extended by mutual agreement of the Chief Human Resources Officer and the Union, but such agreement shall be in writing.

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ARTICLE 43
Notice of Job Responsibility

- 43.01 Regular Full-time and Regular Part-time Employees presently on staff will be provided with a written summary of their job responsibilities upon request.
- 43.02 New Regular Full-time and Regular Part-time Employees will be provided with a written summary of their job responsibilities on their first day of employment.
- 43.03 The Employer shall provide updated classification specifications and job descriptions for all Bargaining Unit positions, to the Chairperson of the Chapter within sixty (60) days of the effective date of this Agreement, and annually thereafter.

ARTICLE 44
Rates of Pay

44.01 Employees shall be paid at the rates of pay as set out for the classifications outlined in Schedule "A" of this Agreement.

ARTICLE 45
Term and Effect of Agreement

45.01

This Collective Agreement shall be effective from the date of ratification and shall remain in full force and effect until June 30, 2024. This Agreement shall continue in force from year to year thereafter until a replacement Agreement is established pursuant to the Labour Relations Code. Individual articles shall come into force on the date of ratification unless otherwise specified in the Article or Schedule.

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ARTICLE 46

Legislation and the Collective Agreement

46.01

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 Public Service Employee Relations Act, a satisfactory provision to be substituted for the provision rendered null and void, or reduced.

ARTICLE 47
Staff Reduction

- 47.01 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 agrees to consult promptly with the Union and to attempt to agree within the notice period, upon appropriate methods to deal with the required reductions.
- 47.02 When a Regular Full-time/Regular Part-time position has been identified for abolishment, the Employer will provide ninety (90) working days written notice to the Employee and the Union as specified in Clause 47.03. If the position is unoccupied, this notice is reduced to thirty (30) calendar days written notice to the Union. The Employer may elect to give pay in lieu of notice or portion thereof to the Employee.
- 47.03 Every effort will be made by the Employer to relocate the Employee in another position for which he is qualified.
- 47.04 Abolishment will be based upon reverse order of seniority within a classification, providing the remaining Employees are qualified, capable of performing the work to be done.
- 47.05 Wherever possible, upon mutual consent of the Employee and the Employer, efforts will be made to find alternative employment of some nature within the organization. This may include alternative pay rates and hours of work, and may be within or outside this contract.
- 47.06 Article 47 does not apply to those situations involving disciplinary action as outlined in Article 20 of this Agreement.
- 47.07 An Employee discharged from employment either with pay in lieu of notice or at the expiration of the applicable notice period will be eligible, where qualified, for appointment to the first available position in the same general functional area through competition limited to such Employees. This eligibility will last for twelve (12) months from the date of discharge from employment. If an Employee elects to take the twelve (12) month vesting period, he shall waive his rights to the severance pay as defined in Clause 47.08.
- 47.08 An Employee who was released from the Employer's service pursuant to this Article may be eligible for severance pay in the amount of one and one-half (1-1/2) weeks pay for each full year of continuous employment to a maximum of fifty-two (52) weeks pay. All Employees who work less than a full year of continuous employment will be paid on a pro-rated basis. Severance pay will not be paid to an Employee who was dismissed, resigned, retired, or who refused an alternate position at no loss in salary.
- 47.09 Notwithstanding the other provisions of this Article, an Employee whose position is abolished and elects to receive severance pay as provided in Clause 47.08 shall waive his vesting rights as provided in Clause 47.07. An Employee shall inform the Employer of his choice during the ninety (90) working day period as referred to in Clause 47.02 and 47.03.

47.10 When other relevant factors are equal seniority shall prevail.

ARTICLE 48
Parking

48.01

The Employer agrees to provide parking for Employees on the Olds campus location only. Employees will commence paying \$10.00 per month for non-plug-in parking spaces and \$18.00 per month for plug-in parking spaces.

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ARTICLE 49
Printing of Agreement

49.01 The Collective Agreement will be provided to Employees in PDF format. Any print copies provided by the Union to its Members will be at the Union's expense.

Deleted: 49.02 → The Employer agrees that the Union shall be entitled to use the inside covers of all Agreements to indicate basic information on Union structure, services and grievance procedure. ¶

ARTICLE 50
Academic Allowance

- 50.01 From time to time, an Academic Staff Member may be absent from work for reasons related to casual illness, short-term professional development or the like. The Instructional Assistant, in addition to **their his** normal duties, may be authorized in advance by his Supervisor, to provide coverage in the classroom, lab, shop or field. In such circumstances, **they he** shall be credited with one (1) hour of time off with pay for each hour of coverage provided in the classroom, lab, shop or field in addition to receiving his regular rate of pay.
- 50.02 Subject to 50.03 the time off referred to in 50.01 shall be taken at a time mutually agreeable to the Employer and the Employee. However, if the time off cannot be taken at a mutually agreeable time, the Employee shall receive the equivalent of the credited time off in a cash settlement.
- 50.03 The Employee shall be entitled to claim up to five (5) earned work days off at a time mutually agreeable to the Employee and the Employer in any academic year. An academic year shall be defined as July 1 to June 30.
- 50.04 Instructional Assistants assist instructors and support classroom, lab, shop or field instruction.
- 50.05 Instructional work requires among other duties, the development of the syllabus, delivery of the courses and programs, the setting of the measures for evaluating outcomes, and the evaluation of students in courses and programs. The primary responsibility for these activities rests with Academic Staff Members.
- 50.06 Without limiting the generality of the foregoing, the following activities do not constitute "instructional work"; any responsibilities that make up the Employee's normal job duties, special presentations, implementing interventions, tutoring or supervising students, marking papers, supervising examinations, demonstrating equipment or procedures, providing rehabilitative services, and using assistive technologies with students.

ARTICLE 51
Job Sharing

- 51.01 This Article sets forth the terms and conditions of employment to be observed where two Employees apply to jointly fill a Regular Full-time position.
- 51.02 If the Employer agrees to such a request, the Employer and the two Employees shall enter into a job-sharing agreement setting out the terms of the arrangement, including the rights of either Employee to withdraw with a minimum of two weeks' notice to the Employer, and the position would revert back to full-time, where operationally possible. If it is not operationally possible, the Employer will provide work of a comparable nature.
- 51.03 In the event the job-sharing arrangement does not result in the provision of satisfactory service to the public or is deemed by the College not to be practical for other reasons, the Employer may terminate the arrangement with a minimum of two weeks' notice to the Employees and the position would revert back to full-time, where operationally possible. If it is not operationally possible, the Employer will provide work of a comparable nature.
- 51.04 Employees shall neither lose nor gain in benefits and/or entitlements as a result of the job-sharing arrangements.
- 51.05 The Employer will provide written notice to the Union of any job-sharing arrangements prior to implementation.

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ARTICLE 52
Pension Plan

52.01

The Employer ~~shall~~ provide ~~participation~~ for eligible Employees under the Local Authorities Pension Plan.

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ARTICLE 53
Disability Management

- 53.01 Where a temporary or permanent injury occurs to an Employee as a result of accident or illness and the Employee is unable to return to **their** his/her position, the Employer and the Union may determine if alternate employment placement is possible.
- 53.02 Where any alternative employment placement is established, it will be based on the agreement of the Employer, Union and the Employee, and the agreement will contain such terms and conditions as are appropriate for the placement.
- 53.03 Agreements of this nature will not infringe upon the rights of other employees within the Bargaining Unit. In exceptional circumstances to accommodate an Employee as per clause 53.01 the Employer may need to modify the duties of other Employees. No Employee that has had their duties modified shall suffer any loss of pay or seniority.

ARTICLE 54
Cultural Diversity

- 54.01 Olds College and the Union values, respects, and embraces diversity in our learning and working environment.
- 54.02 Olds College and the Union recognizes and values individual differences, unique attributes and cultural customs, beliefs and practices which contribute to the Olds College Vision of being the premier learning institution in Canada.
- 54.03 In order to be a culturally competent and inclusive organization, Olds College and the Union will work towards refining policies, practices and procedures to support the rights and integrity of students, members, staff and others.

ARTICLE 55
Seniority

- 55.01
- (a) "Seniority" shall mean the length of continuous service as a Regular Employee with the Employer, commencing from the most recent date of hire and within the bargaining unit. Seniority for Regular Employees shall include all periods of continuous employment as a Regular, Regular Part-time, Temporary or Casual Employee. This seniority shall be determined by accumulating paid hours of work for Regular Part-time Employees.
 - (b) Seniority shall not apply during the probationary period, however once the probationary period has been completed, seniority shall be credited from the seniority date established.
 - (c) Seniority shall continue to accrue during approved leaves of absence and during layoffs.
 - (d) The Employer shall maintain a seniority list incorporating seniority dates for Regular Full-time and Regular Part-time Employees. In addition, the Employer shall maintain a list of Temporary and Casual Employees including their most recent date of hire, however Temporary and Casual Employees shall not acquire seniority.
 - (e) A seniority list which is current to the end of April of any calendar year shall be sent to the Union in June of each year and copied to the Chapter Chairperson. A seniority list shall also be provided when any Regular Employee is served notice of lay off and such list shall indicate each Employee's classification.
 - (f) Should a difference arise regarding an Employee's seniority, the parties shall exchange the information necessary to establish accuracy.

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ARTICLE 56
Harassment and Discrimination

- 56.01 The Employer, Union and Employees are committed to having a safe and respectful workplace where workplace violence, sexual harassment and harassment are not tolerated.
- The Employer will not tolerate discrimination in employment on the basis of race, religious beliefs, colour, gender, physical disability, mental disability, age (18 years or more), ancestry, place of origin, marital status, source of income, family status, sexual orientation, gender identity or gender expression.
- All employees will be required to participate in the appropriate training.
- 56.02 In this collective agreement, harassment in the workplace is unwelcome verbal or physical conduct related to the grounds of discrimination noted above. It may be a pattern of such conduct. Harassment may cause embarrassment, humiliation and may interfere with a person's performance.
- 56.03 In this collective agreement, sexual harassment in the workplace is unwelcome behaviour of a sexual nature which occurs from electronic communication, verbal or physical conduct. It may be a pattern of such conduct. Sexual harassment may cause embarrassment, humiliation and may interfere with a person's performance.
- 56.04 An Employee who has a complaint of discrimination, harassment, sexual harassment or workplace violence has a responsibility to document the incident and advise the offender that his or her actions are unacceptable. It is important that the alleged offender be made aware that the behaviour or conduct is offensive, and be given the opportunity to cease such behaviour.
- 56.05 If the Employee is uncomfortable or feels intimidated about confronting the offender, the Employee may file a complaint directly to his or her immediate supervisor, Department Head or the Human Resources department and an investigation will be conducted by the Employer. In the event the investigation supports the complaint, disciplinary action, up to and including discharge, may be taken by the Employer.
- 56.06 The Employer will not tolerate any form of retaliation against an Employee who, in good faith, makes a complaint of discrimination, harassment, sexual harassment or workplace violence. If an Employee acts in bad faith in making a complaint of discrimination, harassment, sexual harassment or workplace violence, disciplinary action may be taken against such Employee.
- 56.07 All complaints will be dealt with promptly and in an appropriately confidential manner.
- 56.08 Notwithstanding Clause 20.06 disciplinary action arising from Article 56 would be kept on file for a period of thirty six (36) months. Any disciplinary action arising from a harassment investigation may be grieved under Article 21.

ARTICLE 57
Contracting Out

- 57.01 The Employer will not contract out services that will result in the loss of Permanent encumbered Bargaining Unit positions without meaningful consultation and discussion with the Union.
- 57.02 The Union shall be provided at least thirty (30) days' notice prior to when the final decision is required. Lesser notice may be provided when urgent issues rapidly emerge.
- 57.03 The Employer agrees that it will disclose to the Union the nature of and rationale for the initiative, scope and potential impacts on Employees and any anticipated timeframe for the initiative.
- 57.04 During the consultation the Parties shall discuss the reasons for and possible alternatives to the contracting out initiative including efforts to maximize the use of Bargaining Unit Employees by examining potential retraining and redeployment opportunities.
- 57.05 The Union may at any point ask to discuss with the Employer, services that are currently contracted out for specified work. Upon such a request the Employer agrees to entertain and give serious consideration to submissions and rationale from the Union based on an identified interest for specific work where the Union feels the Bargaining Unit may be better able to perform those services.
- 57.06 The outcome of the process in this Article is not subject to the Grievance Procedure.

TO BE UPDATED AFTER RATIFICATION, MUST INCLUDE THE ONE PERCENT INCREASE FROM THE INTEREST ARBITRATION AWARD ON JULY 29, 2020, AND THE FOLLOWING INCREASES:

Effective July 1, 2020 - zero (0%) percent to wage rates.

Effective July 1, 2021 – zero (0%) percent to wage rates.

Effective July 1, 2022 – zero (0%) percent to wage rates.

Effective April 1, 2023 – one point two five percent (1.25%) to wage rates for all positions.

Effective December 1, 2023 – one point five percent (1.50%) to wage rates for all positions.

Contingent gain share of 0.5% effective December 1, 2023*

*Gain Sharing Formula:

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

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

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

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

SCHEDULE "A"
Effective July 1, 2017 to June 30, 2020

	Step 1	Step 2	Step 3	Step 4	Step 5
Clerk I (36.25)	32,588.25	34,451.63	36,251.35	37,987.69	39,766.38
	1,253.39	1,325.06	1,394.28	1,461.06	1,529.48
	17.29	18.28	19.23	20.15	21.10
Clerk II (36.25)	40,168.84	41,756.81	43,302.72	44,890.69	46,457.63
	1,544.96	1,606.03	1,665.49	1,726.57	1,786.83
	21.31	22.15	22.97	23.81	24.65
Clerk III (36.25)	44,128.40	45,780.03	47,516.37	49,189.33	51,031.40
	1,697.25	1,760.77	1,827.55	1,891.90	1,962.75
	23.41	24.29	25.21	26.10	27.07
Clerk Typist I (36.25)	33,583.32	35,489.06	37,289.06	39,131.13	40,994.52
	1,291.67	1,364.96	1,434.19	1,505.04	1,576.71
	17.82	18.83	19.78	20.76	21.75
Clerk Typist II (36.25)	40,168.84	41,756.81	43,302.72	44,890.69	46,457.63
	1,544.96	1,606.03	1,665.49	1,726.57	1,786.83
	21.31	22.15	22.97	23.81	24.65
Admin Assistant I (36.25)	47,601.07	49,591.51	51,581.94	53,551.35	55,499.44
	1,830.81	1,907.37	1,983.92	2,059.67	2,134.59
	25.25	26.31	27.36	28.41	29.44
Admin Assistant II (36.25)	57,489.87	59,416.64	61,449.43	63,397.51	65,409.27

	2,211.15	2,285.26	2,363.44	2,438.37	2,515.74
	30.50	31.52	32.60	33.63	34.70
Dup Machine Op (36.25)	37,902.99	39,300.53	40,782.77	42,222.66	43,620.20
	1,457.81	1,511.56	1,568.57	1,623.95	1,677.70
	20.11	20.85	21.64	22.40	23.14
Campus Recreation Programmer (36.25)	50,290.42	54,292.33	58,336.87	62,254.07	66,192.59
	1,934.25	2,088.17	2,243.73	2,394.39	2,545.87
	26.68	28.80	30.95	33.03	35.12
Caretaker I (36.25)	37,331.41	38,305.46	39,152.45	40,126.49	40,994.52
	1,435.82	1,473.29	1,505.86	1,543.33	1,576.71
	19.80	20.32	20.77	21.29	21.75
Caretaker II (36.25)	39,618.30	40,698.07	41,651.08	42,603.81	43,620.20
	1,523.78	1,565.31	1,601.96	1,638.61	1,677.70
	21.02	21.59	22.10	22.60	23.14
Caretaker III (40)	46,590.52	47,641.96	48,880.33	50,071.96	51,263.59
	1,791.94	1,832.38	1,880.01	1,925.84	1,971.68
	22.40	22.90	23.50	24.07	24.65
Auto Equip Op (36.25)	41,079.22	42,498.08	43,831.95	45,102.44	46,457.63
	1,579.97	1,634.54	1,685.84	1,734.71	1,786.83
	21.79	22.55	23.25	23.93	24.65

SCHEDULE "A"
Effective July 1, 2017 to June 30, 2020

	Step 1	Step 2	Step 3	Step 4	Step 5
Technician I (36.25)	45,716.66	47,961.19	50,099.70	52,280.86	54,377.03
	1,758.33	1,844.66	1,926.91	2,010.80	2,091.42
	24.25	25.44	26.58	27.74	28.85
Technician I (40)	50,445.80	52,922.53	55,282.43	57,689.06	60,002.23
	1,940.22	2,035.48	2,126.25	2,218.81	2,307.78
	24.25	25.44	26.58	27.74	28.85
Technician II (36.25)	46,733.05	48,617.46	50,565.55	52,450.26	54,610.09
	1,797.42	1,869.90	1,944.83	2,017.32	2,100.39
	24.79	25.79	26.83	27.83	28.97
Technician II (40)	51,567.34	53,646.86	55,796.47	57,875.99	60,259.25
	1,983.36	2,063.34	2,146.02	2,226.00	2,317.66
	24.79	25.79	26.83	27.82	28.97
Technician III (36.25)	50,269.10	52,789.06	55,160.64	57,510.90	59,946.16
	1,933.43	2,030.35	2,121.56	2,211.96	2,305.62
	26.67	28.00	29.26	30.51	31.80
Toolroom Operator (40)	46,870.90	48,763.50	50,679.46	52,478.59	54,441.28
	1,802.73	1,875.52	1,949.21	2,018.41	2,093.90
	22.53	23.44	24.37	25.23	26.17

Deleted: 53,636.05

Deleted: 56,790.95

Deleted: 59,924.84

Deleted: 63,058.72

Deleted: 66,129.22

Deleted: Library Assistant (36.25)

Deleted: 2,062.93

Deleted: 2,184.27

Deleted: 2,304.80

Deleted: 2,425.34

Deleted: 2,543.43

Deleted: 28.45

Deleted: 30.13

Deleted: 31.79

Deleted: 33.45

Deleted: 35.08

Deleted: 48,413.02

Deleted: 50,328.98

Deleted: 52,291.67

Deleted: 54,160.90

Deleted: 56,123.59

Deleted: Dean of Residence (40)

Deleted: 1,862.04

Deleted: 1,935.73

Deleted: 2,011.22

Deleted: 2,083.11

Deleted: 2,158.60

	23.28	24.20	25.14	26.04	26.98
	▼	▼	▼	▼	▼
	▼	▼	▼	▼	▼
	▼	▼	▼	▼	▼
Service Worker I (40)	39,604.28	40,655.72	41,660.43	42,595.04	43,669.85
	1,523.24	1,563.68	1,602.32	1,638.27	1,679.61
	19.04	19.55	20.03	20.48	21.00
Service Worker II (40)	41,076.30	42,478.22	43,786.68	45,118.50	46,450.33
	1,579.86	1,633.78	1,684.10	1,735.33	1,786.55
	19.75	20.42	21.05	21.69	22.33
Service Worker III (40)	46,590.52	48,085.90	49,628.02	51,170.13	52,735.61
	1,791.94	1,849.46	1,908.77	1,968.08	2,028.29
	22.40	23.12	23.86	24.60	25.35
Service Worker IV (40)	49,534.56	51,240.23	52,875.80	54,511.38	56,123.59
	1,905.18	1,970.78	2,033.68	2,096.59	2,158.60
	23.81	24.63	25.42	26.21	26.98
Instructional Assistant (40)	54,674.93	56,754.45	58,927.43	61,193.87	63,577.13
	2,102.88	2,182.86	2,266.44	2,353.61	2,445.27
	26.29	27.29	28.33	29.42	30.57
Administrative Officer (36.25)	53,636.05	56,790.95	59,924.84	63,058.72	66,129.22
	2,062.93	2,184.27	2,304.80	2,425.34	2,543.43
	28.45	30.13	31.79	33.45	35.08

- Deleted: 52,525.32
- Deleted: 54,721.66
- Deleted: 56,918.01
- Deleted: 59,090.99
- Deleted: 61,240.60
- Deleted: Housing Officer (40)
- Deleted: 2,020.20
- Deleted: 2,104.68
- Deleted: 2,189.15
- Deleted: 2,272.73
- Deleted: 2,355.41
- Deleted: 25.25
- Deleted: 26.31
- Deleted: 27.36
- Deleted: 28.41
- Deleted: 29.44

SCHEDULE "A"
Effective July 1, 2017 to June 30, 2020

	Step 1	Step 2	Step 3	Step 4	Step 5
Student Services Officer / Student Enrolment Officer (36.25)	56,325.11	59,713.09	62,910.64	66,129.22	69,474.84
	2,166.35	2,296.66	2,419.64	2,543.43	2,672.11
	29.88	31.68	33.37	35.08	36.86
Building Operator (40)	49,137.34	51,730.90	54,441.28	57,175.03	59,955.50
	1,889.90	1,989.65	2,093.90	2,199.04	2,305.98
	23.62	24.87	26.17	27.49	28.82
Tradesman I (40) Mech/Shift Eng			54,441.28	57,175.03	59,955.50
			2,093.90	2,199.04	2,305.98
			26.17	27.49	28.82
Tradesman II (A)(40) Painter			56,123.59	59,090.99	61,894.83
			2,158.60	2,272.73	2,380.57
			26.98	28.41	29.76
Tradesman II (B)(40) Paint Foreman			59,955.50	63,109.83	66,194.05
			2,305.98	2,427.30	2,545.93
			28.82	30.34	31.82
Tradesman III (40) Mechanic			59,044.26	62,081.75	65,142.61
			2,270.93	2,387.76	2,505.49
			28.39	29.85	31.32
Tradesman IV (A)(40) Carpenter			59,955.50	63,109.83	66,194.05
			2,305.98	2,427.30	2,545.93

			28.82	30.34	31.82
Tradesman IV (B)(40) Carpenter Foreman			64,067.81	67,409.05	70,703.57
			2,464.15	2,592.66	2,719.37
			30.80	32.41	33.99
Tradesman V (A)(40) Plumber			64,067.81	67,409.05	70,703.57
			2,464.15	2,592.66	2,719.37
			30.80	32.41	33.99
Tradesman V (B)(40) Plumber Foreman			68,904.44	72,502.70	76,217.79
			2,650.17	2,788.57	2,931.45
			33.13	34.86	36.64
Tradesman VI (40) Electrician			66,194.05	69,722.22	73,227.03
			2,545.93	2,681.62	2,816.42
			31.82	33.52	35.21
Tradesman VII (40)			75,446.74	77,619.71	79,839.42
			2,901.80	2,985.37	3,070.75
			36.27	37.32	38.38
Tradesman VII (B) (40)			81,194.61	84,465.76	88,531.33
			3,122.87	3,248.68	3,405.05
			39.04	40.61	42.56
Business Analyst (36.25)	63,036.07	65,563.81	68,765.60	72,169.50	75,783.67
	2,424.46	2,521.69	2,644.83	2,775.75	2,914.76
	33.44	34.78	36.48	38.29	40.20

Deleted: Salary
 July 1, 2017 -0% increase to salary schedule
 July 1, 2018 -0% increase to salary schedule
 July 1, 2019 -0% increase to salary schedule with a wage reopener
 Wage reopener negotiations may commence on or after May 1, 2019. If parties cannot agree on the wage adjustment by July 31, 2019, either party may apply for compulsory interest arbitration, with the hearing to commence after September 30, 2019

SCHEDULE "B"

The normal hours of work are thirty-six and one-quarter (36 1/4) hours per week for the following job titles:

Clerk I
Clerk II
Clerk III
Clerk Typist I
Clerk Typist II
Student Services Officer
Student Enrolment Officer
Duplicating Machines Operator
Campus Recreation Programmer
Library Assistant
Caretaker I
Caretaker II
Automotive Equipment Operator
Technician I
Technician II
Technician III
Administrative Officer
Administrative Assistant I
Administrative Assistant II

SCHEDULE "C"

The normal hours of work are forty (40) hours per week for the following job titles:

Toolroom Operator
Caretaker III
Dean of Residence
Housing Officer
Service Worker I
Service Worker II
Service Worker III
Service Worker IV
Technician I
Tradesman I
Tradesman II (A) and (B)
Tradesman III
Tradesman IV (A) and (B)
Tradesman V (A) and (B)
Tradesman VI
Tradesman VII
Tradesman VII (B)
Technician II
Building Operator
Instructional Assistant

SCHEDULE "D"

Designated Student jobs requiring the payment of Union dues in accordance with Article 4 include:

Botanic Garden/ Greenhouse/ Ag. Plots Worker
Brewery Assistant
Campus Recreation Assistant
Conference Services Assistant
Communications Assistant
Farm Worker
Grounds Worker
Library/ Information Commons Aide
Meat Assistant
Mechanic Assistant
Office Assistant
Research Assistant
Road Recruiter
Student Caller

LETTER OF UNDERSTANDING
Student Rates for Positions Listen in Schedule "D"

Position

Student	1st year in role	\$15.00
	2nd year in role	\$15.50
	3rd year in role	\$16.00

IN WITNESS WHEREOF the Parties hereto have caused these presents to be executed by their duly authorized representatives in that behalf the day and year first written below.

Dated at _____, Alberta this ____ day of _____, 2019.

President,
The Alberta Union of Provincial Employees

Witness

Chair,
The Board of Governors of Olds College

Witness

