



# **Collective Agreement**

# between

The Governors of Athabasca University

and the

**Alberta Union of Provincial Employees** 

on behalf of

Local 69

July 1, 2020 – June 30, 2024

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# Preamble

This Agreement made this 30th day of August, 2022

BETWEEN:

The Governors of Athabasca University

(Hereinafter referred to as "the University")

of the first part

**AND** 

The Alberta Union of Provincial Employees

Local 069

(Hereinafter referred to as "the Union")

of the second part

WHEREAS the Parties are mutually desirous of entering into a Collective Agreement setting forth rates of pay, hours of work, and other terms and conditions of employment,

NOW THEREFORE, the Parties hereto mutually agree as follows:

## **Definitions**

- 1.01 In this Agreement, unless the context otherwise requires:
  - (a) "Union" means The Alberta Union of Provincial Employees;
  - (b) "Local Union" means The Alberta Union of Provincial Employees, Local 069;
  - (c) (i) Promotion: Involves an appointment to a position with a higher maximum salary.
    - (ii) Transfer: Involves an appointment to a position with an equal maximum salary.
  - (d) "Employer" means the University (The Governors of Athabasca University);
  - (e) "President," "Vice-President," "Executive Officer," "Director" or "Dean" shall mean the person(s) so designated by the University, or persons authorized to act on their behalf;
  - (f) "Permanent Position" means a position established as such, the duties of which are of a continuing nature, on a part-time or a full-time basis;
  - (g) "Temporary Position" means a position established as such and in which the incumbent is employed on a full or part-time basis for a contractually limited period and includes:
    - (i) "Leave Replacement Position" in which the incumbent is employed to provide temporary relief during an approved leave of absence.
    - (ii) "Project Position" in which the incumbent is employed for the duration of a project.
      - The nature and expected duration of the project and the period of employment shall be specified in the Employee's letter of appointment.
    - (iii) "Intern Positions" in which the incumbent is employed for the purpose of achieving the practical portion of an Athabasca University academic program. Employment is contingent upon successful completion of two (2) courses per year once the courses have begun. The tuition waiver for these employees will apply to the applicable academic program. The interns will receive time for coursework of seventy (70) hours annually.
    - (iv) "A Secondment" is an opportunity for an Employee to experience career related development and enhancement for a maximum duration of eighteen (18) months in accordance with the Employer policy: AUPE Support Staff Secondments.

- (v) Temporary Employees (other than those covering the duties of an absent Permanent Employee who is expected to return to work, those Employees in project or intern positions) who are employed for a period of continuous employment in the same position in excess of twenty-four (24) months, shall become Permanent Employees. Temporary employment for a period beyond twenty-four (24) months may be exempted from the provisions of this clause by mutual agreement between the Employer and the Union.
  - Temporary Employees shall not be used to circumvent the establishment of permanent positions.
- (h) "Casual Position" means a wage position recruited to for non-permanent employment of an indefinite or irregular nature as follows:
  - (i) On a call-in basis; or
  - (ii) On an overload basis not to exceed six (6) months.

Casual Positions shall not be used to circumvent the establishment of permanent positions.

If the term of employment, of an Overload Casual Employee is extended beyond six (6) months or if the Overload Casual Employee is rehired after a six (6) month term within thirty (30) calendar days for the same position, the Casual Employee shall become a Temporary Full-time or Part-time Employee as the case may be, unless otherwise mutually agreed by the Parties.

- (i) "Permanent Employee" means an Employee who occupies a permanent position and includes a Permanent Employee temporarily assigned to a non-Permanent position;
- (j) "Temporary Employee" means an Employee who is hired to a temporary position for a contractually limited period, for non-permanent full or part-time employment. A Temporary Employee shall not be considered as a Permanent Employee, or as a Probationary Employee. A terminated Temporary Employee who is rehired to the same position within three (3) months of termination shall be a Temporary Employee.
- (k) "Casual Employee" means an Employee who is hired to a Casual Position.
- (l) "Part-time Employee" means an Employee whose normal work schedule results in daily, weekly or monthly hours of work which are less than the normal hours of work established in Article 16 of this Agreement;
- (m) "Annual Salary" shall mean the amount of money paid to an Employee for the Employee's stated period of work in any year.
- (n) "Hourly Rate" means the Annual Salary divided by the Employee's normal annual hours of work for the Employee's classification pursuant to Salaries Schedule "A";
- (o) "Work Day" means any day on which an Employee is normally expected to be at the Employee's place of employment;
- (p) "Month" means a calendar month;
- (q) "Increment" means an increase in annual salary within the range described in Schedule A;

- (r) "Range" means the minimum and maximum assigned to a class within Schedule A;
- (s) "Continuous Service" or "Service" means the uninterrupted period of time since the last day of hire, during which the Employee worked the Employee's regularly assigned hours or was on an approved leave;
- (t) "Union Representative" means an Officer or a Staff Member of the Union designated by the Union President in writing pursuant to the Union's Constitution to perform a specific function pertaining to this Collective Agreement.
- (u) "Union Steward" means an Employee in the Bargaining Unit who has completed the required AUPE courses and training necessary to be registered by the Union to provide Union representation to Members.
- (v) "Department Director" or "Dean" means a person occupying a position so designated by the University or a person authorized to act in that capacity;
- (w) "Supervisor" means a person occupying a position so designated by the University or a person authorized to act in that capacity;
- (x) "Seniority" is defined by an Employee's start date as a Temporary or Permanent Employee with the University subject to the provisions of Article 33;
- (y) "Project" means an activity in which the University is engaged which is cost recoverable or where the primary funding is obtained from a source other than the University's regular operating budget as approved by The Governors of Athabasca University;
- (z) A word in the singular may also apply in the plural, as the context requires.
- (aa) "Payroll Year" shall mean a period of time commencing the start of the first bi-weekly pay period of the end of the last bi-weekly pay period of the year.
- (bb) "Internal Applicant" shall be defined as a Permanent Employee who has completed their probationary period, a Temporary Employee who has at least six (6) months of Seniority, or is on the date of application, a current Casual Employee who has worked nine hundred and ten (910) regular hours in the previous two years.

## **Scope of Agreement**

2.01 The University recognizes the Union as the sole and exclusive bargaining agent for all Employees employed in General Support Services pursuant to the Public Service Employee Relations Board Certificate #1-84.

- 2.02 This Agreement does not apply to full-time students whose employment is contemplated by the curriculum of a course in which the student is enrolled; students who are hired during the months of April to September of any given year and who are registered or plan to register in a post secondary program the same year; persons employed under special cost-shared programs such as the Priority Employment Program, the Summer Temporary Program or any other cost-shared employment training programs.
- 2.03 This Agreement applies to an Employee:
  - (a) appointed to a full-time Permanent Position; and
  - (b) appointed to a part-time Permanent Position except, where applicable, it shall be applied on a pro-rata basis; and
  - (c) appointed to a Temporary Position except:
    - Article 22 Annual Vacation (except as provided for in article 22.09, and pro-rated for Part-time Employees)
    - Article 23 Sick Leave (except as provided for in 23.02(c) (i) and 23.02(c) (ii), and pro-rated for Part-time Employees)
    - Article 29 Health Care and Insurance Benefits (except as provided for in article 29.02, 29.03, 29.04, and pro-rated for Part-time Employees)
    - Article 29A Death in Service (except as provided for in article 29A.01, and pro-rated for Part-time Employees)
    - Article 35 Position Reduction
- 2.04 Apprentices shall be paid in accordance with the provisions of the Apprenticeship and Industry Training Act and this Agreement shall apply except for:
  - Article 8 Salaries and Salary Increments
  - Article 9 Probationary and Trial Period
  - Article 12 Acting Incumbency and Responsibility Pay
  - Article 35 Position Reduction
  - Schedule A Salaries Schedule "A"
- 2.05 This Agreement applies to Casual Employees except for the following:
  - Article 9 Probationary and Trial Period
  - Article 22 Annual Vacation
  - Article 23 Sick Leave
  - Article 24 Workers' Compensation Supplement
  - Article 25 Special Leave
  - Article 26 Maternity Leave, Parental Leave and Adoption Leave
  - Article 27 Court Leave
  - Article 29 Health Care and Insurance Benefits
  - Article 35 Position Reduction
  - Article 37 Course Allowance (specifically Clauses 37.02, 37.03 and 37.04)

- 2.06 Notwithstanding Clause 2.05 and Sub-Clause 2.03(c), an Employee hired as a Casual Employee or Temporary Employee hired to a Temporary Position of 12 months or less shall, in lieu of receiving annual vacation leave pursuant to Article 22, be provided in addition to the Employee's regular earnings, pay at six (6%) percent of the Employee's regular earnings.
- 2.07 Notwithstanding Clause 2.03, a Temporary Employee whose position is made permanent or who is successful on a permanent posting shall have the Employee's service as a Temporary Employee credited towards the service requirements for Clause 23.02 (Sick Leave) and 22.01 (Annual Vacation).
- 2.08 In administering this agreement the Employer and Union, shall act reasonably, fairly, in good faith, and in a manner consistent with this agreement as a whole.

## **Management Rights**

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

#### ARTICLE 4

# **Union Membership and Dues**

- 4.01 All Employees have the right to:
  - (a) to be members of the Union and to participate in its activities;
  - (b) to bargain collectively with the Employer through the Union;
  - (c) to voluntary membership in the Union.
- 4.02 Notwithstanding 4.01(c), all Employees shall be required to pay Union dues. The University shall, therefore, as a condition of employment, deduct each pay period the amount of the Union dues as set by the Union from time to time from the pay of all Employees.
- The University shall remit Union Dues deducted from the pay of all Employees to the Union bi-weekly. The remittance of Union dues shall be by Direct Deposit to the Union's bank account. Where an accounting adjustment is necessary to correct an over or under payment of dues, it shall be effected in the succeeding bi-weekly pay period. The deduction remitted shall be accompanied by particulars identifying each Employee in electronic form showing Employee name, Employee number, commencement date, classification, gross earnings, amount of Union dues deducted, last known phone number and address. The University shall include in the bi-weekly report the names and last known address of Employees on Long Term Disability (LTD), until their change of definition date.
- 4.04 The Union shall advise the University, 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 University at least thirty (30) days prior to the effective date of the change.
- 4.05 The University will indicate the dues deducted and enter the amount on the T-4 slips supplied to the Employee.

- 4.06 The Union agrees to indemnify and save the University harmless against any claim or liability arising out of the application of this Article.
- 4.07 The Parties agree that there shall be no discrimination or coercion exercised or practiced with respect to any Employee for reason of membership or legitimate activity in the Union.
- 4.08 The University agrees that it will provide the Chairperson and the Secretary of the Local with a report, on a monthly basis, of any new Employees, or Employees who have permanently or temporarily left the bargaining unit; their job titles, departments, and whether they are permanent, temporary, or casual Employees, the start date and end date, if they are temporary or casual Employees.

# **Negotiating Committee**

- 5.01 The Union Negotiating Committee consists of not more than four (4) persons who have been designated by the Local as authorized Local Representatives.
- 5.02 Union Negotiating Committee Members will not lose regular straight-time pay as a result of Negotiating Meetings with the University.

The University will allow Union Negotiating Committee members reasonable time off prior to negotiations to prepare for negotiations. Members will not lose regular straight time pay for two (2) days for the purpose of preparation.

The Union agrees to give the University a minimum of one (1) week notice of meetings held for the purpose of preparation of negotiations.

## **ARTICLE 6**

#### **Union Stewards**

- The Employer acknowledges the right of the Union to register Employees in the bargaining unit as Union Stewards, as official representatives of the Union.
- The Local shall furnish a written list to the University, showing the names of the Local Executive and Stewards, and shall keep the list current.
- 6.03 The Local of the Union shall determine the number and distribution of Union Stewards at the workplace.
- An Employee shall have the right to wear a lapel pin displaying the recognized insignia of the Union.

## **ARTICLE 7**

# **Time Off for Union Business**

7.01 Subject to Clause 7.03, time off, without loss of regular earnings, will be provided to those Employees who have been designated as authorized Union representatives to conduct official Union business for the following purposes:

- (a) A Union Steward and complainant for time spent investigating a complaint; and a Union Steward and a grievor for time spent in discussing written grievances as outlined in the grievance procedure; and a Union Steward for time spent at a disciplinary interview.
- (b) For time spent meeting with the University for meetings of the Joint Worksite Health and Safety Committee as provided by the *Occupational Health and Safety Act*.
- (c) Representatives of the Union will be allowed reasonable time off from work without loss of pay in order to meet with a representative of the University in connection with matters of mutual interest.
- (d) Monthly Union membership meetings may be held on University premises. The University shall be notified at least two (2) weeks prior to the day of the meeting. Union members may be granted up to two (2) hours from their regular duties to attend such meetings. Attendance at such meetings must be verified by the Union. The time off to attend Union meetings will start no earlier than 2:30 p.m.
- (e) Monthly Union Executive Meetings may be held on University premises. The University shall be notified at least one (1) week prior to the day of the meeting. Executive members may be granted up to two (2) hours from their regular duties to attend such meetings. The time off to attend Executive meetings will start no earlier than 2:30 p.m.
- 7.02 Time off without pay may be granted for other activities. Such requests will not be unreasonably denied.
- 7.03 Approval for time off is subject to the operational requirements of the University, and requires the prior approval of the immediate supervisor or designate. Such time off shall not be unreasonably denied.
- 7.04 To facilitate the administration of Clause 7.02, the University will grant the leave of absence with pay and invoice the Union for the Employee's salary and applicable allowances, or the replacement salary costs, whichever is greater. The University shall bill the Union within thirty (30) calendar days of leave of absence and the Union shall make payment within thirty (30) calendar days of the date of receipt of the invoice.
- 7.05 The Chairperson of the Local shall be relieved of up to twenty (20%) percent of his regularly assigned duties to attend to Local Union business with no loss in pay. Time taken for such business should be planned in such a way as to minimize the effect on the Employee's work unit, and should be approved in advance by the Employee's department supervisor.

## **Salaries and Salary Increments**

- 8.01 Employees shall be paid for work performed at rates of pay specified by the salary and increment schedule for each classification as set out in Salaries Schedule "A."
- A merit increment is three (3%) percent of annual salary and shall be awarded annually to eligible Employees. Casual Employees shall be eligible for a merit increment after each one thousand eight hundred and twenty (1,820) hours of work. A merit increment may be pro-rated to ensure the Employee's salary does not exceed the maximum salary assigned to the Employee's position.

The Employer may award additional increments at the time of the annual performance assessment to recognize sustained outstanding performance and/or significant educational upgrading. The Executive Officer's decision regarding such award shall be final and binding.

The Employer may award a one-time lump sum amount of three (3%) percent at the time of the annual performance assessment to recognize sustained outstanding performance and/or significant educational upgrading for Employees who are at or above the maximum of their salary range. The Executive Officer's decision regarding such award shall be final and binding.

- An annual increment may be withheld if an Employee fails to satisfactorily perform the duties assigned to the Employee.
- 8.04 The University during the life of this Agreement may with the agreement of the Union:
  - (a) alter rates of Employee compensation, or,

8.05

(b) alter any Employee entitlement or Employee's rights

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

Subject to Clause 8.06, when the University establishes a new position, written notice of such action shall be provided to the Union along with a salary range assignment.

- (a) the Union may request a meeting with the University to discuss the salary range applicable to the new position(s). The Union's request for a meeting must be submitted to the University within fourteen (14) days of the receipt of the University's pay proposal;
- (b) where no agreement is reached on salary range assignment, the Union may submit the issue to arbitration pursuant to the *Public Service Employee Relations Act*. The Union's request for arbitration must be submitted to the Labour Relations Board within fourteen (14) days of the date on which the meeting was held to discuss the issue;
- (c) notwithstanding Clause 8.03, where the Union has submitted the unresolved issue to arbitration, the University may assign the new position(s) to a salary range subject to final determination by the Arbitration. The decision of the Arbitration Board shall apply to Employees who are still employed on the date the decision is issued.
- 8.06 When the Union fails to process the matter within the time limits or procedures specified in Clause 8.04, the matter will be deemed to have been abandoned. Time limits under this Article may be extended by mutual agreement between the Parties provided such agreement is in writing.
- When the University establishes new or altered class levels and provides written notice to the Union after notice has been given by either Party to commence collective bargaining under Section 21 of the *Public Service Employee Relations Act*, the provisions of Clauses 8.04 and 8.05 shall not apply. The rates of pay and other issues shall be subject to collective bargaining under the Act.
- 8.08 In the event of an overpayment or an underpayment of wages and/or entitlements, the University is authorized to make the necessary monetary adjustments.

- 8.09 In the event of an overpayment, the University shall notify the Employee in writing. Upon mutual agreement, the Parties shall agree to a repayment arrangement. In the event that the Parties are unable to agree to a repayment arrangement, the University shall recover the overpayment by deducting up to ten percent (10%) of the Employee's gross earnings per pay period until the overpayment is recovered.
- 8.10 If the Employee is terminated for just cause or resigns before full repayment is made, the remainder of the repayment shall be recovered from the Employee's final pay.
- 8.11 In the event of an underpayment, the University shall notify the Employee in writing and the correction will be made within the next full bi-weekly pay period from the time it comes to the University's attention.

## **Probationary and Trial Period**

- 9.01 (a) A Permanent Employee will be considered on probation until the Employee has completed six (6) months of service with the University while in the permanent position.
  - (b) Upon initial appointment to a temporary position, an Employee will serve a three (3) month trial period.
  - (c) An Employee who has previously been employed by the University may, at the discretion of the University, have all or part of such previous employment considered as part of the probationary period.
  - (d) A Temporary Employee whose position is made permanent with no change in job duties shall be credited with all continuous service in that position, for purposes of completing the required probationary period.
  - (e) On conversion from casual to permanent salaried status with no change in duties, an Employee's unbroken casual service shall be credited towards completion of the probationary period.
  - (f) An Employee on probation or trial who is absent from work for any reason for a consecutive continuous period of five (5) working days or longer will have their probationary or trial period extended by the same amount of time as the consecutive continuous period of absence.
  - (g) If found unsuitable during such period, the Employee will not be retained in the service. In determining suitability, the Employer will not treat the Employee in an arbitrary manner, discriminatory manner, or in bad faith.
- 9.02 An Employee is eligible to apply on a job posting while on a probationary or trial period. If the Employee is successful in the new position, the Employee restarts the probation or trial period for the new position.
- 9.03 The University may, subject to Union agreement, extend the probationary period or trial period of an Employee by a further period not to exceed six (6) or three (3) months respectively.
- 9.04 A Probationary Permanent Employee who has six (6) months continuous service at July 01, may be eligible for a salary increment upon successful completion of the probationary period. Such increments shall be retroactive to July 01.

# **Layoff and Recall**

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|-------|--|--|
| 10.01 | For the purposes of this Article, the following definitions shall apply:   |  |
|       | Layoff:  | A temporary separation of employment resulting from a lack of<br>work with the intention that the Employee will be recalled at a<br>future date.   |
|       | Recall:  | The return to work of an Employee on layoff as work becomes available.   |
| 10.02 | Employ   | rees may be only laid off in accordance with the provisions of this Article.   |
| 10.03 | Except in circumstances beyond the reasonable control of the University, the notice for the layoff of Employees shall normally be as follows:                                  |  |
|       | (a) 1  | fourteen (14) calendar days for all Employees.   |
| 10.04 | Layoffs  | within the University will be affected as follows:   |
|       |  | Where layoff affects a Casual or Temporary Employee, that Employee's employment shall be terminated;   |
|       | 1  | Where layoff affects a permanent Employee, that Employee may assume the duties of a Temporary or Casual Employee, provided the Permanent Employee has all the required skills, ability and education;                                      |
|       | ]  | In the event there are no Temporary or Casual Employees, the Permanent Employee may assume the duties of the least senior Permanent Employee provided the Employee has all the required skills, ability, and education;                    |
|       | (  | In cases where an Employee assumes the duties of a position in a lower classification the Employee's salary will be adjusted to the closest salary in the range of that position;  |
|       | <b>3</b><br>1  | Where a Permanent Employee does not exercise the Employee's right to assume the duties of a Temporary or Casual position or the duties of the least senior Permanent Employee then the Employee shall be considered to have been laid off. |
| 10.05 |  | ne spent by Probationary Employees on layoff will be added to the onary period at the time of recall.  |
| 10.06 | For the purposes of Article 11, if the Employee's status prior to layoff was that of an internal applicant, the Employee shall retain such status during the period of layoff. |  |
| 10.07 | An Employee shall be responsible for providing the University with the Employee's current address, personal email and phone number for recall purposes.                        |  |
| 10.08 | Seniority shall continue to accumulate during a period of layoff.  |  |
| 10.09 | An Employee shall receive one week's written notice of recall which shall indicate the reporting time and date.  |  |
| 10.10 | Seniorit   | y is lost and the University shall not be obliged to recall an Employee:   |
|       | (a)  | when the Employee resigns; or  |

- (b) when the Employee does not return to work on recall within three (3) work days of the stated reporting date, or the Employee cannot be located after reasonable effort on the part of the University to recall the Employee; or
- (c) Upon the expiry of one hundred eighty (180) calendar days, for all Employees, during which time the Employee has not been recalled to work.
- 10.11 If a Permanent Employee has not been recalled within one hundred and eighty (180) calendar days from the date of layoff, the Employee shall be entitled to severance pay in the amount of one month of salary for each year of service to a maximum of twelve (12) months of salary. Severance will not be paid to an Employee who resigned, retired, or failed to return to work when recalled. If a permanent Employee who has been laid off accepts a temporary or casual position, the one hundred and eighty (180) days shall accumulate and if the Employee has not been recalled at the end of this period, the Employee shall receive severance pay.
- Should a Permanent Employee's position, while on layoff, be discontinued, the Employee shall be eligible for the provisions of Article 35.
- An Employee who is laid off under this Article and who at the commencement of the layoff is participating in the Long Term Disability Plan, the Extended Health Care Plan, the Dental Plan, or the Group Life Insurance Plan, may elect to continue existing coverage under these plans during the layoff period. If the Employee chooses not to continue to submit the total required premium, coverage will cease, and the Employee shall not be entitled to any benefits under these plans. If the Employee elects to maintain coverage the Employee shall submit both the Employer and Employee shares of the premium contributions, unless a Permanent Employee accepts a temporary or casual position, in which case, the Employer will continue to contribute their shares as before the layoff.
- This Article does not apply to Employees whose employment is terminated at the end of a specific term of employment.

#### **Posting of Vacancies**

- 11.01 Subject to Article 35, Position Reduction, the University shall post all permanent and established temporary position vacancies for a minimum of five (5) working days prior to filling the vacancies.
- 11.02 The University may post a vacancy both internally and externally; however:
  - (a) The position shall be filled by an Internal Applicant provided such applicant has the required skills, ability, and education to do the job.
- In the event the skills, ability, and education of two (2) or more Internal Applicants are relatively equal, seniority shall prevail.
- 11.04 Where a Temporary Employee has filled a temporary position for one year or more, and the position becomes available for permanent appointment, the position shall be posted in accordance with Article 11.
- 11.05 Internal Applicants shall be notified if their application has been rejected, within five (5) working days of the successful applicant accepting the offer.

- Once the process in 11.02 and 11.03 has been exhausted, the position may be filled by an applicant other than an Internal Applicant.
- An Employee who is transferred or promoted by the University shall serve a trial period of one (1) month in the new position. The University shall have the option of returning the Employee to the Employee's former position, or a position comparable to the Employee's former position, during the trial period, either upon its own initiative or upon the request of the Employee.
- 11.08 Notwithstanding the provision of this Article, Employees on layoff status will be given first consideration for vacant permanent positions, provided they have all required skills, ability, and education.

# Acting Incumbency & Responsibility Pay

# 12.01 <u>Acting Incumbency</u>

An Employee will receive acting pay for the entire acting period, when the Employee is designated temporarily to perform on an acting basis the principal duties of a higher level classification for more than five (5) consecutive work days.

- 12.02 Where an Employee qualifies for acting pay, the Employee shall receive acting pay as follows:
  - (a) One increment in the regular salary range or the minimum of the salary range of the higher classification, whichever is greater.
  - (b) Notwithstanding (a) above, where an Employee is at the top of the regular salary range, the salary will be adjusted upward by five (5%) percent.

# 12.03 <u>Responsibility Pay</u>

An Employee may be designated temporarily to perform on an acting basis the principal duties of a position outside the scope of the bargaining unit. Where the appointment exceeds five (5) consecutive work days the Employee's salary will be adjusted by one (1) increment. Where the acting appointment exceeds twenty-one (21) consecutive work days the Employee's salary will be temporarily adjusted to an amount equal to the minimum of the range of the acting position but in any event no less than five (5%) percent. An Employee so assigned shall continue to be covered by the Terms and Conditions of this Collective Agreement.

#### **ARTICLE 13**

#### **Training Positions**

- 13.01 A vacant permanent position may be temporarily designated as a training position for a period not to exceed six (6) months.
- The above vacant permanent positions shall first be offered to qualified internal applicants before any externals are considered.
- 13.03 A training position will be classified one (1) rank lower than the permanent position from which it derives. Sufficient duties or responsibilities will be deleted from the permanent position to warrant the lower classification, which will be reflected in a job description.

- 13.04 The period of training and the probationary period, if any, should coincide so that the appointment for an indefinite term is accompanied by the restoration of the deleted duties and reclassification of the position to its original rank.
- For purposes of salary, the change from a training position to a permanent position will be considered to be a promotion for the incumbent.

#### **Grievance Procedure**

14.01 Should any difference arise as to the interpretation, application, operation or any contravention or alleged contravention of this Agreement or as to whether any such difference can be the subject of adjudication hereunder, the difference shall be settled in accordance with the following grievance procedure.

A grievance of harassment shall be submitted directly to Step III. The decision of the Executive Officer shall be final and binding on all parties.

A grievance regarding a disciplinary suspension or dismissal shall be submitted directly to Step II. In the case of a grievance concerning the dismissal of a probationary or trial Employee, under Article 9, the Executive Officer's response at Step III shall be the final and binding settlement of the grievance.

## 14.02 Step I - Informal Discussion

Before a grievance is claimed by either Party to this Agreement, an attempt will be made to settle the difference by informal discussion with the Employee's immediate Supervisor/manager or designate. The aggrieved may be assisted by a Union Steward or Union staff member at this stage.

# 14.03 <u>Step II – Director or Dean</u>

In the event there is no informal resolution of the grievance (Clause 14.02), the Employee who has a grievance shall request the Union submit a formal grievance in writing to the Employee's Director, Dean, or designate. The grievance shall be submitted within fifteen (15) workdays of the occurrence of the incident giving rise to the difference. The Director or Dean shall reply in writing within fifteen (15) work days of the date of the receipt of the Grievance.

# 14.04 Step III – Executive Officer or Designate

In the event that the Employee is not satisfied with the response of the Director or Dean or the Director or Dean does not respond within the time limit set forth in Step II, the Employee may request the Union submit the matter, in writing, to the appropriate Executive Officer or designate within fifteen (15) work days of the receipt (or lack thereof) of the Director or Dean's response.

The Executive Officer shall respond, in writing, to the Employee within fifteen (15) workdays of the receipt of the Employee's written submission.

# 14.05 Formal Grievance Meeting

The aggrieved request for a formal grievance meeting at Step II or III of the grievance procedure shall not be unreasonably denied. This meeting shall be recognized as the Employee's opportunity to clarify the circumstances surrounding the Employee's grievance. A Union Steward or Union staff member shall be allowed to be present at any of these meetings, if desired by the aggrieved, in order to assist the aggrieved at this stage. When a request for a formal grievance meeting has been approved, leave with pay shall be allowed to the aggrieved and the accompanying Union Steward and, if travel is involved, reimbursement for travel expenses in accordance with University policies shall be permitted.

# 14.06 Step IV – Adjudication

An Employee, other than a probationary or trial Employee grieving dismissal, who is not satisfied with the Executive Officer's response at Step III may request the Union submit the grievance to adjudication. The Union will notify the university in writing, as to whether or not the grievance will be submitted to adjudication within sixty (60) working days of receipt of the Executive Officer's response.

- Grievances shall be referred to adjudication to a single adjudicator or, upon mutual agreement, a three-member Board. The Adjudicator or Board Chairman shall be appointed by the agreement of the University and the Union. If the University and the Union fail to agree upon an Adjudicator, or Chairman, either Party may request the Labour Relations Board to make such an appointment.
- 14.08 The Adjudicator or Chairman shall confine the ruling to the specific issue submitted and shall have no power to rule or comment upon an issue not so submitted.
- Each Party shall be responsible for the costs of any witnesses it calls before the Adjudicator or Board.

The Parties shall share equally the fees and expenses of the Adjudicator or Chairman.

14.10 If an Employee or the Union fails to process a grievance within any time limit set forth in this Article, the grievance shall be deemed to have been abandoned. However, the time limits contained in this Article may be extended by mutual agreement of the Parties, provided that such agreement is in writing.

# 14.11 Policy Grievances

A policy grievance may be initiated where the Union by way of a grievance signed by the Union President, or the Employer by way of a grievance signed by the President, which seeks to enforce an obligation that is alleged to arise out of this Agreement and the obligation, if any, is not an obligation which may be the subject of a grievance of an Employee. The Employer or the Union may present such a grievance at Step III of the grievance procedure within fifteen (15) work days of the date upon which the subject of the grievance occurred or within fifteen (15) work days of the date upon which the aggrieved party first became aware of the subject of the grievance.

# **ARTICLE 15**

## **Discipline**

15.01 The University will discipline Employees only for just cause.

- The Employer will schedule an investigation meeting with an Employee with respect to any alleged misconduct which may result in disciplinary action. Employees shall be informed of their right to be accompanied by a Union Rep/Steward and be provided with at least 24 hours notice to the meeting.
- When an Employee receives discipline, the discipline shall be presented in writing, including the reasons for such actions. Employees shall be notified of the time and place of the disciplinary meeting, and of their right to be accompanied by a Union Rep/Steward. A copy of the disciplinary correspondence will be placed on the Employee's personnel file.
- No disciplinary documents shall be introduced from the personnel file as evidence in any grievance proceeding unless the Employee has received a copy in accordance with Clause 15.03 of this Agreement.
- An Employee who has been disciplined may, after twenty-four (24) months of continuous service from the date the disciplinary action was invoked, request that the personnel file be purged of any record of the disciplinary action. Such request will be granted providing:
  - (a) the Employee's file does not contain any further record of disciplinary action during that twenty-four (24) month period, and
  - (b) the disciplinary action is not the subject of, or related to, an unresolved grievance.
- When an Employee has grieved a disciplinary action and the University has either allowed the grievance or reduced the penalty levied against the grievor, the personnel file of the Employee shall be amended to reflect this action provided that this action results in the abandonment of the grievance. Where the grievor appeals the disciplinary action to Adjudication, the award of the Adjudicator shall be final and binding upon the University, and the Employee, and the personnel file of the Employee shall be amended to reflect that award.

## **Hours of Work**

- 16.01 This Article defines the normal hours of work and provides the basis for calculating overtime. It shall not be construed as a guarantee of hours per day or per week, or of days of work per week.
- The normal hours of work for full-time Employees under the Collective Agreement shall be, seven (7) hours per day, thirty-five (35) hours per week.
- Employees covered by this Agreement shall normally receive two (2) fifteen (15) minute paid rest periods in each work period in excess of six (6) hours, one (1) period to be granted before the meal break and one (1) to be granted after. An Employee working a period of more than two (2) hours but less than six (6) hours shall be granted one (1) rest period. Rest periods shall be taken at the worksite and shall not normally be granted within one (1) hour of commencement or termination of the work period.
- A meal period of not less than one-half (1/2) hour, and not more than one and one-half (1-1/2) hours shall be granted to all Employees at approximately the midpoint of each work period that exceeds four (4) hours. Such meal period shall be without pay.

- An Employee who is directed by the Employee's Supervisor to remain on duty during the meal period shall be paid for such meal period at time and one-half (1-1/2X) the Employee's regular rate of pay.
- 16.06 (a) Where hours of work are scheduled for Employees on a rotating or irregular basis, an Employee who is required by the University to change shifts without receiving fifteen and one-half (15-1/2) hours notice, shall be entitled to pay at the overtime rate for the first shift.
  - (b) If, in the course of a posted schedule, the Employer changes the Employee's regular scheduled shift (i.e. days to evenings, days to nights or evenings to nights) with less than forty-eight (48) hours notice, the Employee shall be paid at the rate of one and one half times (1.5x) their basic rate of pay for all hours worked on the first (1st) shift of the changed schedule.
  - (c) If, in the course of a posted schedule, the Employer changes an Employee's regular scheduled start time and/or end time with less than twenty-four (24) hours notice, the Employee shall be paid at a rate of one and one half times (1.5x) their basic rate of pay for all hours worked outside of the originally scheduled hours, on the first (1st) shift of the changed schedule.
- 16.07 Notwithstanding any of the provisions of this Agreement which appear to the contrary, hours of work may be altered to accommodate such variations as shift starting times, meal periods and the compressed or modified work week provided that:
  - (a) If changes are required to an Employee's daily shift, or scheduled starting or stopping times, the University shall provide that Employee with a minimum of twenty-four (24) hours' notice. In the event of unforeseeable circumstances, the University will provide the Employee with as much notice as is reasonably possible. For the purposes of this article, notice requires direct communication with the affected Employee by in person, telephone, text message or email communication.
  - (b) the terms of the variations do not result in a reduction of salary to Employees involved;
  - (c) Employees working according to a modified work week system of hours of work shall have overtime compensation and other benefits provided by this Agreement adjusted in a fashion consistent with the variation so as not to increase eligibility for overtime compensation or other benefits.
  - (a) Subject to (b), when an Employee is called back to work by the Employee's supervisor for a period in excess of two (2) hours, the Employee shall be paid at the overtime rate for hours worked pursuant to Article 17. No further premiums will apply;
  - (b) Subject to (c), when an Employee is called back to work one or more times within a two (2) hour period by the Employee's supervisor, and the time worked totals less than two (2) hours, the Employee shall be paid at straight time for three (3) hours;
  - (c) For such call back on a paid holiday, the rate of pay shall be time and one half (1-1/2X) for all hours worked up to the equivalent of full normal daily hours and double time (2X) for additional hours worked thereafter;

16.08

(d) There shall be no minimum guaranteed compensation if the call back is contiguous with a normal working period, but it shall be deemed to be overtime in accordance with Article 17.

#### **ARTICLE 17**

## **Overtime**

- 17.01 Employees may be required by the University to work hours in excess of their normal daily or weekly hours. Such overtime shall be authorized in advance by the appropriate department supervisor.
  - If, due to unforeseen circumstances advance authorization was not obtained, and the employee can demonstrate that they attempted to obtain authorization, the employer shall not unreasonably deny pay for the overtime hours worked.
- 17.02 (a) Employees who work in excess of their normal daily hours of work shall be compensated at a rate of time and one-half (1-1/2X) for the first two (2) hours so worked and at the rate of two times (2X) for hours worked. in excess of two (2) hours;
  - (b) An Employee may, by agreement with the Employee's Supervisor, take compensating time off (i.e. one and one-half times (1-1/2X)) the overtime or two (2) times the overtime worked in lieu of compensating pay.
- Hours worked on regular scheduled days of rest shall be compensated at a rate of time and one half (1-1/2X) for all hours worked, except that where an Employee works two (2) or more regularly scheduled days of rest during a rest period, hours worked on the second and subsequent days of rest worked shall be compensated at a rate of two times (2X). Notwithstanding the above, any hours worked in excess of seven (7) hours on any day of rest shall be compensated at a rate of two times (2X).
- Where the Employee works overtime as an extension of the Employee's scheduled working day in excess of two (2) consecutive hours of overtime, the Employee shall receive an unpaid one-half (1/2) hour meal break and reimbursement for reasonable vouchable meal expenses if the Employee continues to work overtime after the said break.
- Where the Employee works overtime on their regular days of rest or on Paid Holidays in excess of four (4) hours, the Employee shall receive an unpaid one-half (1/2) hour meal break and reimbursement for reasonable vouchable meal expenses if the Employee continues to work overtime after the said break.
- 17.06 Overtime compensation shall be calculated from the salary rate in effect at the time overtime is worked regardless of any subsequent retroactive change in rate.
- 17.07 Part-time Employees may be required to work up to the normal regular hours of a full-time Employee at straight time rates and shall be eligible for payment at overtime rates for hours worked in excess of that figure.
- 17.08 When an Employee requests and receives approval from the Employee's Supervisor to work increased weekly hours in order to reduce the number of working days in another week, overtime compensation shall only apply to those hours worked in excess of the normal number of hours of work in the two (2) week period.

- 17.09 An Employee who is required to attend a training course or seminar on the Employee's normal day of work shall be paid at overtime rates for the hours spent on training that are in excess of normal daily hours of work.
- 17.10 An Employee who is required to attend a training course or seminar which necessitates travel outside of the area in which the Employee is employed shall be compensated at overtime rates for the actual hours spent on travel provided such travel time is in excess of the Employee's normal daily or weekly hours of work.

## Shift Differential/Weekend Premium/Standby Pay

- 18.01 Where an Employee is scheduled to work shifts, Monday to Friday, and where the majority of the hours in the shift fall between 4:00 P.M. and 8:00 A.M., the Employee shall receive one dollar and seventy-five cents (\$1.75) per hour for working a shift.
- 18.02 For the purposes of this Article, a shift refers to the daily equivalent of the normal hours of work as set out in Clause 16.02. A part-time Employee who works less shall be paid shift differential if the Employee works a minimum of four (4) hours within the period of 4:00 p.m. and 8:00 a.m.
- 18.03 At no time shall shift differential or weekend premium be included with the Employee's regular rate of pay for the purposes of computing overtime payments, other premium payments, or any Employee benefit.
- A Permanent Employee or a Temporary Employee who works Saturdays or Sundays as part of the Employee's regularly scheduled work week shall receive a weekend premium of one dollar and seventy-five cents (\$1.75) 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.
- 18.05 Employees required to be on standby shall be compensated at a rate of one (1) hours pay for each four (4) hours they are on standby.

## **ARTICLE 19**

## Personnel File

- 19.01 The personnel file referred to in this Article is the personal file of an Employee maintained in Human Resources. Except as provided hereinafter this file shall contain copies of all documentation pertaining to the Employee.
- 19.02 Access to an Employee's personnel file shall be provided to the Employee or the Employee's authorized representative, upon request once in every year and in the event of a grievance or complaint. The Employee may request a representative of the Union to be present at the time of such examination.

#### **ARTICLE 20**

# Retirement, Resignation, Position Abandonment

20.01 (a) Employees should notify the University in writing of their intent to retire at least six (6) months prior to their anticipated date of retirement.

- (b) Employees employed after age sixty-five (65) shall be covered in accordance with the provisions of Article 29 Health Care and Insurance Benefits.
- An Employee is required to provide the University with fifteen (15) work days prior written notice of resignation. In special circumstances, where fifteen (15) work days' notice is not possible, a lesser amount of time may be agreed between the Employee and the University.
- An Employee who does not report for a regularly scheduled shift and who has not informed the University shall, after three (3) consecutive work days of such unauthorized absence, be considered to have abandoned the Employee's position and will be deemed to have resigned, unless it is subsequently shown by the Employee that special circumstances prevented the Employee from informing their supervisor or designate of their absence, and reporting to their place of work as scheduled.

## **Paid Holidays**

21.01 A full-time Employee shall be entitled to the following holidays with pay and any other holiday proclaimed by the Governments of Alberta or Canada or the Government of the Municipality in which the Employee is regularly employed.

New Year's Day First Monday in August

Family Day Labour Day

Good Friday Thanksgiving Day
Easter Monday Remembrance Day
Victoria Day Christmas Day
Canada Day Boxing Day

- 21.02 A full-time Employee shall also be entitled to three (3) "float" holidays with pay per calendar year, scheduled annually in such a way that working days between Christmas and New Year's Day are paid holidays.
- 21.03 In addition to the paid holidays listed in Article 21.01, the following leave days will be granted subject to the Employer's approval in consideration of its operational requirements, and will not be reasonably withheld:
  - (a) One (1) additional leave day to be taken during the summer months of June, July and August; and
  - (b) One (1) additional leave day will be granted each Payroll Year.
  - (c) Neither of the leave days under Clause 21.03 (a) and (b) may be combined.
  - (d) Neither of the leave days under Clause 21.03 (a) and (b) will be cumulative or paid salary in lieu.
  - (e) No more than a total of one (1) day under Clause 21.03 (a) and (b) will be allowed during the summer months.
  - (f) Casual Employees are not eligible for these entitlements listed in Clause

- 21.04 A part-time Employee shall be entitled to pay for, or time in lieu of, holidays listed in Article 21.01, in accordance with legislation.
- 21.05 A part-time Employee shall only be entitled to pay for, or time in lieu of, those portions of float days that occur on days when the Employee would normally have been scheduled to work.
- 21.06 Where a holiday falls on the Employee's regular day off, the normal practice will be to grant the immediately following working day as compensating time off.
- 21.07 The Employee, to be eligible for paid holidays, must be at work or on an approved leave the scheduled working day immediately preceding the paid holiday and the scheduled working day immediately following the paid holiday.
- 21.08 When an Employee works on one of the holidays listed in Clause 21.01, the Employee shall receive either:
  - (a) the Employee's regular salary plus time and one-half (1 1/2X) for all hours worked up to the equivalent of full normal daily hours and two times (2X) for the additional hours worked thereafter; or,
  - (b) in lieu of the Employee's regular salary, time and one-half (1 1/2X) for all hours worked up to the equivalent of full normal daily hours and two times (2X) for additional hours worked thereafter, plus a day off in lieu with pay.

## **Annual Vacation**

- Vacation entitlements with pay for Permanent Full-time Employees shall be as follows:
  - (a) An Employee who has completed twelve (12) full calendar months' service as of December 31st, shall receive seventeen (17) work days' vacation;
  - (b) An Employee who has completed five (5) years' service as of December 31<sup>st</sup>, shall in the subsequent year receive twenty-one (21) work days' vacation;
  - (c) For each subsequent year of service as of December 31, the Employee shall receive one (1) additional day of vacation to a maximum of twenty-seven (27) work days' vacation;
  - (d) Notwithstanding Clause 22.01(c), an Employee who has completed twenty-five (25) years of service as of December 31, shall in the subsequent year receive 30 work days of vacation.
- 22.02 An Employee shall not take vacation leave without prior authorization from the Employee's immediate Supervisor.
- 22.03 An Employee who has completed less than twelve (12) full months' service shall receive one twenty-six (1/26) or one twenty-seventh (1/27) of the annual vacation accumulated on a per pay period basis, pro-rated by their start date, dependent on the number of pay periods in a Payroll Year.

- 22.04 Employees will be expected to take vacation leave entitlements each calendar year. The University may authorize an accumulation of vacation leave to two (2) years' entitlement. However, no Employee will lose any of his/her vacation entitlements under any circumstances.
- Notwithstanding the other provisions of this Article, and subject to operational requirements, an Employee who so requests may be authorized to take vacation leave that has been earned at a specified time within the year in which it was earned, and the vacation leave to be taken by the Employee in the following year shall be correspondingly reduced.
- Vacation leave shall be earned during the first two (2) months of a leave without pay.
- Vacation leave entitlement, to the extent earned, may be applied to an absence due to sickness after the expiration of sick leave entitlement or in conjunction with any period of leave without pay, thereby reducing the period without pay.
- An Employee who is leaving the employ of the University shall receive the balance of accrued vacation paid out at the Employee's regular rate.
- 22.09 A Temporary Employee hired to a temporary position in excess of twelve (12) months shall be entitled to seventeen (17) working days vacation per annum accumulated at the rate of one twenty-six (1/26) or one twenty-seventh (1/27) of the entitlement on a per pay period basis, dependent on the number of pay periods in a Payroll Year.

#### Sick Leave

#### 23.01 Definition of Terms

- (a) "Illness" means any illness, injury, or quarantine restriction affecting an Employee, but does not include accidents covered under Workers' Compensation.
- (b) "Casual Illness" means an illness that causes an Employee to be absent from duty for a period of three (3) consecutive working days or less.
- (c) "General Illness" means an illness that causes an Employee to be absent from duty for a period of more than three (3) consecutive working days.

### 23.02 Sick Leave Entitlement

- (a) Permanent Full-time Employees
  - (i) Casual Illness

After the first three (3) months of employment, leave with pay for all or part of the period of absence due to Casual Illness shall be allowed, provided that an Employee shall not be allowed a total of more than ten (10) work days in each Payroll year as leave of absence with pay on account of Casual Illness. Casual Illness leave will be prorated in a partial year.

An Employee who is ill at work or requires time off for the purpose of attending a dental, physiotherapy, optical or medical appointment, shall be allowed up to two and a half (2.5) hours time off with pay provided the Employee has authorization from the appropriate Supervisor. This time off will not reduce casual illness leave entitlement.

# (ii) <u>General Illness</u>

Leave of absence with pay in each year of employment is allowable on account of General Illness as follows:

- (a) Illness commencing in the first (1st) three (3) months within the first (1st) Payroll year; no salary for each of the first (1st) ten (10) work days of illness and thereafter seventy (70%) percent of normal salary for twenty (20) work days of illness.
- (b) Illness commencing in the first (1st) Payroll year, but following the third (3rd) month of employment; one hundred (100%) percent of normal salary for each of the first (1st) ten (10) work days of illness and seventy (70%) percent of normal salary for each of the next twenty (20) work days of illness.
- (c) Illness commencing in the second (2<sup>nd</sup>) Payroll year, one hundred (100%) percent of normal salary for each of the first (1<sup>st</sup>) twenty (20) work days of illness and seventy (70%) percent of normal salary for each of the next ten (10) work days of illness.
- (d) Illness commencing in the third (3<sup>rd</sup>) Payroll year, one hundred (100%) percent of normal salary for each of the first (1<sup>st</sup>) thirty (30) work days of illness.
- (e) Illness commencing in the fifth (5th) Payroll year, one hundred (100%) percent of normal salary for each of the first fifty (50) work days of illness.
- (b) Permanent Part-time Employees

#### (i) Casual Illness

Leave with pay on account of Casual Illness may be granted on the same basis as for Permanent Full-time Employees but proportionate to the Employee's normal hours of work.

#### (ii) General Illness

Leave with pay on account of General Illness shall be provided on the same basis for Permanent Fulltime Employees but proportionate to the Employee's normal hours of work.

# (c) Temporary Employees

- (i) A Temporary Employee who has completed three (3) months continuous full-time service will be allowed up to ten (10) days illness leave with pay in each Payroll year (pro-rated for part-time employees and pro-rated for a partial year).
- (ii) A Temporary Employee shall in his or her twenty-fifth (25) month of employment be eligible for leave of absence with pay in each Payroll year on account of General Illness (pro-rated for part-time employees and pro-rated for a partial year) as follows:
- (iii) Illness commencing in the third (3<sup>rd</sup>) Payroll year, one hundred (100%) percent of normal salary for each of the first (1<sup>st</sup>) thirty (30) work days of illness.
- (iv) Illness commencing in the fifth (5<sup>th</sup>) Payrollyear, one hundred (100%) percent of normal salary for each of the first (1<sup>st</sup>) fifty (50) work days of illness.
- (d) Permanent and Temporary Employees

Notwithstanding Clause 23.02, Sub-Clause (a)(ii), and 23.02(c) Permanent Full-time Employees, Permanent Part-time Employees and Temporary Employees hired prior to the first day of April 1987 shall be eligible for one hundred (100) days sick leave at one hundred (100%) percent salary, during any one Payroll year, pro-rated for Permanent Part-time Employees subject to the other provisions of this Article.

# 23.03 <u>Conditions of Illness Entitlement</u>

- (a) A Permanent or an eligible Temporary Employee who returns to active work and performs the Employee's normal duties on the Employee's regular schedule for not less than twenty (20) consecutive working days following a period of leave on account of General Illness will have any General Illness Leave days used for which normal salary was paid at the rate of one hundred (100%) percent, reinstated for future use at the rate of seventy (70%) percent of normal salary, within the same Payroll year. General Illness Leave days used for which normal salary was paid at the rate of seventy (70%) percent shall be reinstated for future use within the same Payroll year, at the rate of seventy (70%) percent of normal salary.
- (b) When an absence on account of illness continues from one of the above noted Payroll years into the next, the period of leave with pay in respect to that absence is determined according to the Payroll year in which the absence commenced.
- (c) Illness entitlement for an Employee who is on General Illness, Short Term Disability or Long Term Disability at the commencement of a new Payroll year, shall continue from the prior Payroll year and illness entitlements for the new Payroll year shall not be credited to the Employee until the Employee returns to active work for a period of not less than twenty (20) consecutive working days.
- (d) When a day designated as a Paid Holiday under Article 21 falls within a period of General Illness, it shall be counted as a day of General Illness and under no circumstances shall an Employee be entitled to both Sick Leave and Paid Holiday benefits for the same day.

- An Employee who is unable to report for duty due to illness is required to inform the Employee's immediate Supervisor or designate within one (1) hour prior to the time the Employee was to report for duty.
- An Employee may be disqualified from receiving benefits under this Article and/or benefits pursuant to the Short Term or Long Term Disability Insurance Plans if the Employee refuses to accept work that, in the opinion of a physician, the Employee is capable of performing.
- 23.06 Notwithstanding Clauses 23.01 and 23.02, an Employee is not eligible to receive sick leave benefits under this Article if the absence is due to an injury sustained while concurrently in the employ of any other Employer, where the injury is covered by Workers' Compensation, nor is the Employee eligible for any sick leave benefits for any subsequent absence caused by that injury, where the absence is covered by Workers' Compensation.
- When an Employee has been on General Illness Leave and wishes to return to work, the University may require the Employee to provide medical evidence stating that the Employee is fit to perform all regular duties prior to the Employee's return to work.
- 23.08 An Employee may be required to provide acceptable proof of illness where there is an indication of misuse of casual illness or any general illness in excess of three (3) days in duration. Such requirement shall be communicated to the Employee by Human Resources or designate prior to the Employee's return to work. Acceptable proof of illness, as determined by the Employer, may include but will not be limited to information regarding conclusions and recommendations relating to limitations or restrictions concerning the Employee's ability to perform the duties Employee's position with or without modification, recommendations, whether or not the Employee's condition can be improved through treatment, the amount of time considered necessary for their complete recovery (if applicable) and medical information leading to those conclusions.
- 23.09 (a) The University may require that an Employee be examined by a physician appointed by the University:
  - (i) in the case of prolonged or frequent absence because of illness or,
  - (ii) where the University considers that an Employee is unable to satisfactorily perform the Employee's duties due to disability or illness, or
  - (iii) where there is an indication of misuse of illness leave.
  - (b) The Employee shall be entitled to have their personal physician or physician of their choice provide relevant documentation to the physician appointed by the University when undergoing medical examination.
  - (c) Expenses incurred under this Clause shall be paid by the University.
- Where an Employee has been examined under the provision of Clause 23.09 and is also applying for Long Term Disability benefits, a copy of the report of the examining physician shall be considered as part of the Employee's application.
- 23.11 The Employer recognizes that alcoholism, drug addiction, and mental illness are illnesses that can respond to therapy and treatment and that absence from duty due to such therapy or treatment shall be considered as sick leave.
- 23.12 The Parties agree that benefits as provided in this Article are intended only for the purpose of protecting an Employee from loss of income when the Employee is ill.

# **Workers' Compensation Supplement**

24.01 If a Permanent Employee sustains an injury in the course of the Employee's duties with the University which causes the Employee to be absent from work and eligible to receive Workers' Compensation, the Employee shall be paid the difference between the Employee's regular full salary and the Workers' Compensation during the period the Employee is required to remain off work up to one hundred (100) consecutive work days. 24.02 If a Temporary Employee sustains an injury in the course of the Employee's duties with the University which causes the Employee to be absent from work and eligible to receive Workers' Compensation, the Employee shall be paid the difference between the Employee's temporary full salary and the Workers' Compensation for the remainder of the contracted period or one hundred (100) consecutive working days, whichever is less. 24.03 If the Employee has not returned to work due to injury before the one hundred (100) day period has expired, the Employee shall then be paid according to the rate prescribed by the *Workers' Compensation Act* and shall be paid any benefit to which the Employee may be entitled under the provisions of the Long Term Disability Plan. 24.04 The provisions of Clause 24.01 shall not apply in the event of a recurrence of a disability due to a previously claimed injury payable under this Supplement, unless the Employee has not used the total eligibility period in which the unexpended period of eligibility may be applied. 24.05 If an Employee uses the total benefit provided for in any one Payroll Year, the Employee is not entitled to any further benefit for that year. 24.06 When an absence due to a compensable injury continues from one of the above noted Payroll Years into the next, the period during which the Supplement will be paid is determined according to the payroll year in which the absence commenced. 24.07 When a day designated as a paid holiday under Article 21 falls within a period of time an Employee is eligible to receive Workers' Compensation Supplement, it shall be counted as a day of Workers' Compensation Supplement, and under no circumstances shall an Employee receive any additional entitlement in respect of that day. 24.08 An Employee who is injured on the job during working hours and who is required to leave the job site for treatment, or is sent home as a result of such accident or injury, shall not suffer loss of pay for that day's work, regardless of the time of injury. That day shall not be deducted from the eligibility period specified in Clause 24.01. 24.09 The Parties agree that the Workers' Compensation Supplement is intended only for the purpose of protecting an Employee from loss of income while the Employee is unable to work because of injury.

## **Special Leave**

25.01

An Employee not on leave of absence without pay shall be granted, upon application and approval, special leave as described below, at the Employee's basic rate of pay. This approval will not be unreasonably denied. The circumstances under which special leave is granted are subject to Clause 25.02, to a maximum of ten (10) working days per calendar year:

- (a) illness within the immediate family,
- (b) bereavement,
- (c) travel time for illness within the immediate family or bereavement,
- (d) moving household effects,
- (e) administration of estate,
- (f) disaster conditions,
- (g) to attend courses, study for, and/or write examination(s) for course(s),
- (h) be present at birth or adoption proceedings,
- (i) attend formal hearing to become Canadian citizen,
- (j) attend specialist appointment,
- (k) attend medical, dental, physiotherapy, optical or professional counseling appointments with a dependant family member,
- (1) attend a funeral as a mourner.

25.02 For purposes of determining eligibility for special leave under Clause 25.01, the following provisions shall apply:

- (a) illness within the immediate family leave of absence shall be granted for the purpose of taking care of the person that is ill. Immediate family shall mean: spouse, (including common-law spouse), son, daughter, mother, father, brother, sister or a person the Employee has legal guardianship over, is living with the Employee, and is under the care of the Employee;
- (b) bereavement leave of absence will be granted in the event of the death of the Employee's spouse (including common-law spouse), parent, guardian, parent-in-law, grandparent, grandparent-in-law, grandchild, son, daughter, son-in-law, daughter-in-law, brother, sister, brother-in-law, sister-in-law, nephew, niece, aunt or uncle;
- (c) travel time for illness within the immediate family or for bereavement shall mean for travel where long distances are involved;
- (d) moving of household effects shall apply to an Employee who maintains a self-contained household and who changes the Employee's place of residence, which necessitates the moving of the Employee's household effects during the Employee's normal working hours. In the event an Employee's normal place of employment is moved outside the municipal area, the normal moving allowance shall apply;
- (e) administration of estate shall apply only when an Employee has been designated as an executor of the estate for the deceased and the Employee must provide documentation showing current involvement in administering an estate;

- (f) disaster conditions shall apply for a critical condition which requires an Employee's personal attention in a disaster (flood, fire) which cannot be served by others or attended to by the Employee at a time when the Employee is normally off duty;
- (g) to attend courses, study for, and/or write examinations for courses which have been approved by the Employer;
- (h) birth and adoption proceedings for the Employee's own child;
- (i) the Employee and/or immediate family are eligible to be present at the citizenship hearing.
- (j) to attend appointment with medical or dental specialist, for Employee or members of the immediate family, where travel in excess of 100 kilometres is required.
- Special leave may be granted more than once for the same circumstances within the calendar year, provided that the total special leave granted does not exceed ten (10) working days per calendar year, unless additional special leave is approved by the appropriate Director or Dean.
- 25.04 Two (2) weeks notice may be required for leave requested in Clause 25.01 Sub-Clause (d).

# Maternity Leave, Parental Leave and Adoption Leave

Notwithstanding the provisions of this Article, Maternity Leave shall be defined as that period of time during which an Employee would be able to perform the duties of the Employee's job but chooses not to work due to the birth of the Employee's child [this leave may be either before, or after the delivery of the child (or both)]. Where the Employee is medically unable to work due to the pregnancy and/or birth of a child, this shall be considered as a valid health related absence covered by illness leave and all the requirements thereto.

The University may institute a SEB Plan (Supplementary Employment Benefit Plan) to defray part of the cost of such health related absence. If such a SEB plan is established, Employees on Maternity Leave shall apply for benefits under the plan.

- An Employee who has completed ninety (90) days of continuous service before commencing leave shall be granted up to sixteen (16) weeks maternity leave without pay and up to sixty-two (62) weeks parental leave without pay. A pregnant Employee should apply for maternity leave as soon as possible prior to the Employee's expected date of delivery, but in any case shall give the Supervisor at least two (2) weeks notice in writing of the date of which the Employee intends to commence maternity leave.
- An Employee who has completed ninety (90) days of continuous service before commencing leave shall be granted a minimum of sixty-two (62) weeks parental or adoption leave except where a shorter period is requested by the Employee. Both parents may access parental leave; however, the combination of leaves cannot exceed sixty-two (62) weeks.

- 26.04 The University will maintain its share of the Extended Health Care Plan (Article 29.05(b)), Group Dental Insurance Plan (Article 29.05(c), Group Life (Article 29.05(a)), Spousal and Dependent Life (Article 29.05(f), and Long Term Disability (Article 29.05(d), for any Employee granted leave without pay for maternity, parental or adoption purposes, to a maximum of twelve (12) months.
- An Employee granted leave without pay pursuant to Clauses 26.01 and 26.03 shall upon return to work, be returned to the Employee's former position or be placed in another comparable position at not less than the same salary that has accrued to the Employee prior to commencing leave, and at the same level of benefits that is applicable to Employees in the Employee's classification. An Employee intending to return to work should notify the Supervisor as soon as possible prior to the date of return, but in any case will be required to give four (4) weeks notice in writing of the Employee's intention to return to work.
- 26.06 The Employee, in consultation with the Employee's physician, shall determine the date that maternity leave is to commence except where the pregnancy of the Employee interferes with the performance of the Employee's duties.
- 26.07 Notwithstanding any date initially selected for the start of maternity leave, if an Employee subsequently indicates in writing that the Employee is no longer able to carry out full normal duties, the Employee may commence maternity leave at an earlier date.
- Notwithstanding any other provision in this Agreement, if during the twelve (12) week period preceding the estimated date of delivery the pregnancy of an Employee interferes with the performance of the Employee's duties, the University may, by notice in writing to the Employee, require that the Employee proceed on maternity leave.
- 26.09 Notwithstanding anything to the contrary in this Article, an Employee on a temporary contract is eligible for maternity, parental or adoption leave. Such leave shall not extend beyond the term of the contract for that Employee.
- A pregnant Employee who presents medical evidence from the Employee's physician that satisfies the University that continued employment in the Employee's present position may be hazardous to the Employee or her unborn child may request a temporary transfer to a more suitable position if one is available. Where no suitable position is available the Employee may, if eligible, apply for immediate commencement of maternity leave. In the event that such maternity leave must commence in the early stages of pregnancy and thus results in the need for an absence from work of more than six (6) months, the Employee may apply for further leave without pay as provided for in this Agreement.

#### **Court Leave**

When an Employee is summoned or subpoenaed as witness or a defendant to appear in Court in the Employee's official capacity to give evidence or to produce University records, the Employee shall be allowed leave with pay and any witness fee received by the Employee shall be paid to the University.

- When an Employee is summoned or subpoenaed as a witness in the Employee's private capacity, or to be present in the selection of a jury, or is required to act as a juror:
  - (a) at a location within the Province of Alberta, the Employee shall be allowed leave with pay, but any witness or juror's fee received by the Employee shall be paid to the University;
  - (b) at a location outside the Province of Alberta, the Employee may be allowed leave with pay if authorized by the University, but any witness fee received by the Employee shall be paid to the University.
- 27.03 The University may require the Employee to furnish a certificate of service from an Officer of the Court before making any payment under this Article.

# **Leave Without Pay**

- Where operational requirements permit leave without pay shall be granted to an Employee. Request for such leave shall normally be submitted in writing at least twenty-one (21) days in advance of the anticipated date of commencement of such leave. Applications for the purposes of standing for or holding political office shall not be inconsistent with the Article. Notwithstanding, shorter notice will be considered. All requests should be forwarded to the appropriate Executive Officer.
- An Employee on a leave of absence without pay, if eligible, must bear the full cost of continued participation in the benefit programs.

#### **ARTICLE 29**

## **Health Care and Insurance Benefits**

- 29.01 Eligible Employees in regards to insurance and health benefits shall be defined as Employees appointed to a Permanent Position. Premiums for part-time employees will be applied on a pro-rated basis.
- 29.02 Employees appointed to a Temporary Position that extends beyond twelve (12) months shall be eligible for Group Life Insurance, Extended Health Care Plan, and Spousal and Dependent Life Insurance. Such eligibility shall commence on the thirteenth (13th) month of employment. Premiums for part-time employees will be applied on a pro-rated basis.
- Employees appointed to a temporary position that extends beyond twenty-four (24) months shall be eligible for Group Life Insurance, Extended Health Care Plan, and Spousal and Dependent Life Insurance. In addition, they will be eligible for Group Dental Insurance Plan, Long Term Disability Plan, and Short Term Disability Plan. Such eligibility shall commence on the twenty-fifth (25) month of employment. Premiums for part-time employees will be applied on a pro-rated basis.
- 29.04 In all cases, all Employees shall be covered in accordance with the provisions of the Plan carriers.
- 29.05 The University agrees to provide and maintain the following plans subject to the noted conditions:

# (a) Group Life and Accident Insurance Plan;

The Employer shall pay one hundred (100%) percent of the monthly premium cost of the plan for all eligible Employees to a maximum of the premium cost. The Employer will continue to pay these costs until the next Collective Agreement becomes effective.

# (b) <u>Extended Health Care Plan;</u>

(i) The University shall pay the monthly premium cost of the plan for all eligible Employees to a maximum of the premium cost as follows:

| Single Rate | Family Rate |
|-------------|-------------|
| \$60.71     | \$144.34    |

The Employer will continue to pay these costs until the next Collective Agreement becomes effective. The Employer and Employees will each pay fifty (50%) percent of any increase above this amount.

(ii) The University shall pay the monthly premium costs of a Vision Care Plan for all Employees to a maximum of the premium cost as follows:

| Single Rate | Family Rate |
|-------------|-------------|
| \$4.20      | \$9.87      |

The Employer will continue to pay these costs until the next Collective Agreement becomes effective. The Employer and Employees will each pay fifty percent (50%) of any increase above this amount.

The plan will provide a payment of three hundred and fifty dollars (\$350.00) every two (2) years towards the cost of lens and/or frames, for all eligible employees, spouses and dependents.

(iii) The plan will provide a prescription drug least cost alternative with a prescriber choice feature on physician's recommendation.

# (c) <u>Group Dental Insurance Plan;</u>

The University shall pay the monthly premium cost of the plan for all eligible Employees to a maximum of the premium cost as follows:

| Single Rate | Family Rate |
|-------------|-------------|
| \$43.53     | \$124.06    |

The Employer will continue to pay these costs until the next Collective Agreement becomes effective. The Employer and Employees will each pay fifty (50%) percent of any increase above this amount.

The Group Dental Insurance Plan shall include:

Basic and Additional Basic Coverage 100%
Major Dental 80%
Orthodontia 50%

to a maximum as specified in the agreed to carrier fee guide.

# (d) <u>Long Term Disability Insurance Plan;</u>

The University shall pay one hundred (100%) percent of the monthly premium cost of the plan for all eligible Employees

(e) <u>Short Term Disability Insurance Plan;</u>

The University shall fund the premiums required for the plan for all participating Employees for the life of this Agreement.

(f) Spousal and Dependent Life Insurance;

The University shall fund the premiums required to provide spousal and dependent life insurance:

\$10,000.00 for Spouse and \$5,000.00 for each Dependent.

(g) To facilitate savings, the rates in 29.05(b)(i), 29.05(b)(ii), and 29.05(c) can be combined such that the Employer shall pay a maximum combined premium as follows:

| Single Rate | Family Rate |
|-------------|-------------|
| \$108.44    | \$278.27    |

- 29.06 Each Employee will be provided with a summary of the terms and conditions of each benefit listed above.
- 29.07 The current conditions of eligibility and levels of benefits will be maintained during the life of this Agreement and shall not be altered without the consent of the Parties.
- 29.08 The University shall retain the full amount of any premium reduction or rebate allowable on employment insurance by the Employment Insurance Commission that is granted as a result of the benefits covering University Employees to which this Agreement applies.

The amount of the premium reduction or rebate shall be made known to the Chairperson of Local 069 upon request.

- 29.09 The premium reduction or rebate referred to in Clause 29.08 shall be recognized as the Employee's contribution towards the benefits provided.
- 29.10 The University shall pay one hundred (100%) percent of the monthly premium costs for all Health Care and Insurance Benefits, while an eligible Employee is in receipt of Long Term Disability benefits.

#### **ARTICLE 29A**

#### Death in Service

29A.01

In the event of the death of a Permanent Employee (Full-time or Part-time) or a Temporary Employee (Full-time or Part-time), the University shall pay to the Employee's designated beneficiary four times (4X) times the average bi-weekly pay received by the Employee over the Employee's last six (6) bi-weekly pay periods of employment. Such payment shall include any partial month of salary due and shall be in addition to any earned vacation leave entitlement. Where a beneficiary has not been designated, payments under these provisions will be made to the Employee's estate.

#### **ARTICLE 30**

#### **Notice**

Notice shall be deemed to have been given if sent by registered mail as shown below:

# Athabasca University

The President Athabasca University 1 University Drive Athabasca, Alberta Canada T9S 3A3

# The Alberta Union of Provincial Employees

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

## The Employee

The last known address of the Employee

## **ARTICLE 31**

# **Health and Safety**

- 31.01 The University and the Union support the concept of having an Occupational Health and Safety program and agree to establish a joint Work Site Health and Safety Committee on the campus, in accordance with the *Alberta Occupational Health and Safety Act, Regulations and Code*.
- 31.02 The Work Site Health and Safety Committee shall consider such matters as Occupational Health and Safety, and shall, if required, make recommendations to the University regarding such matters.
- 31.03 The University shall ensure, as far as it is reasonably practicable for it to do so, the Occupational Health and Safety of its Employees.

- Each Employee shall take reasonable care to protect the Occupational Health and Safety of themselves and of other workers at the place of work.
- 31.05 An Employee shall immediately notify the Employee's Supervisor or designate when the Employee has an accident that results in injury or has the potential of causing serious injury (as defined by the *Alberta Occupational Health and Safety Act*).
- 31.06 The University shall, as soon as possible, notify the President of the Union or designate of the occurrence of a serious injury or accident involving an Employee member.
- 31.07 An Employee who becomes aware of an Occupational Health or Safety concern at the Employee's worksite shall immediately notify the Employee's Supervisor or designate.
- 31.08 The University and the Union agree that the Occupational Health and Safety of Employees is greatly dependent upon the active participation of everyone, and that any concerns or problems arising from matters of Occupational Health and Safety shall be referred to the Occupational Health and Safety Committee established above.
- 31.09 The President or designate, shall notify the President of the Union or his designate, immediately upon becoming aware of the occurrence of a serious injury or an accident that had the potential of causing serious injury to an Employee at a worksite.
- The Employer shall have in place harassment and working alone policies which shall be reviewed regularly by the Work Site Health and Safety Committee.

#### **ARTICLE 32**

### **Long Service Increment (LSI) for Long Term Employees**

- 32.01 An Employee shall be awarded a first Long Service Increment when the following conditions are met:
  - (a) An Employee has a minimum of six (6) years of service with the University and during one (1) of those years, the Employee's salary is at the maximum of the salary range for the Employee's position. An Employee is eligible for a second, third, and fourth LSI after they have met the criteria below and completed one (1) years continuous service since receipt of the previous LSI.

(b) Payment of a Long Service Increment is subject to satisfactory performance in the previous year.

| Time Past Maximum Salary | LSI Placement |
|--------------------------|---------------|
| <12 months               | Not Eligible  |
| 12 - 23 months           | 1             |
| 24 - 35 months           | 2             |
| 36 - 47 months           | 3             |
| 48 - 59 months           | 4             |

### **ARTICLE 33**

Seniority 33.01 This Article is for seniority purposes only and should not be applied to determination of entitlements under the following articles: Article 22 Annual Vacation, Article 23 Sick Leave, Article 26 Maternity, Parental and Adoption Leave, Article 29 Insurance and Health Benefits and Article 32 Long Service Increment (LSI) for Long Term Employees. 33.02 The names of Employees shall be placed on the seniority list immediately upon being employed in a position covered by this Agreement. Casual Employees will not accumulate seniority under this Agreement. 33.03 An Employee who accepts a position or is working in a position outside the jurisdiction of the Bargaining Unit will not accumulate seniority for this period and will have their seniority date adjusted accordingly upon returning to the Bargaining Unit. 33.04 A seniority list will be maintained by the University, and will be sent to the AUPE Local 069 Chairperson and posted in January of each year. Such list will show the Employee's name, status (Temporary or Permanent) and seniority date. 33.05 Challenges respecting seniority status must be submitted in writing to Human Resources within sixty (60) calendar days from the date the seniority lists are posted. When proof of the error is presented by an Employee or the Employee's representative, such error will be corrected and when so corrected the agreed upon seniority date will be final. No change shall be made in the existing seniority status of an Employee unless concurred to by the Local Chairperson. 33.06 Approved leaves of absence with or without pay will not reduce the Employee's seniority. 33.07 Where two or more Employees have the same seniority date, the Employer will conduct a random draw in the presence of a local Union Representative to determine rank of seniority.

- Termination of any kind will result in the loss of seniority with the following exceptions.
  - (a) The Employee returns to the University within six (6) months of termination to a temporary or permanent position. In that event, the Employee's seniority date will be adjusted to the most recent date of hire, however, when a Permanent or Temporary Employee returns to the University within six (6) months after the last day worked, the Employee shall have previous service recognized for the purpose of vacation entitlement and illness leave entitlement only.
  - (b) When a Temporary or Permanent Employee, after termination, returns to a temporary or permanent position within thirty (30) calendar days, no loss of seniority shall result.

#### **ARTICLE 34**

### Position Descriptions and Performance Assessment

- 34.01 The duties and responsibilities associated with a position shall be discussed with the Employee and made available to the Employee, in writing, in the form of a role or position description
- An Employee's performance of the duties and responsibilities associated with the Employee's position will be subject to continuing review and formal annual assessment by the appropriate Supervisor, in accordance with the University's performance assessment procedures. A copy of the formal written assessment shall be provided to the Employee and shall form part of the Employee's personnel file.

#### **ARTICLE 35**

#### Position Reduction

Where the Employer determines a reduction of Permanent occupied position(s) is necessary, the Employer will meet with the Union to advise of the position reduction.

- 35.01 (a) For the purposes of this Article, the following definitions shall apply:
  - (i) <u>Discontinuation</u>: where a Permanent position is determined, at the sole discretion of the University, to be no longer necessary to the University's operations.
  - (ii) <u>Displacement:</u> where a Permanent Employee is displaced from an existing Permanent position by another Permanent Employee as a direct result of the application of Article 35.02 (b).
  - (b) Where the University considers it necessary to discontinue a position held by a Permanent Employee, the University shall provide the Employee with at least three (3) months written notice of such discontinuance, including reasons for such action. The Union will be provided with a copy of the notice.

- (c) When an Employee is on approved leave of absence, or workers' compensation benefits, or long-term disability insurance benefits, the notice of reduction and consultation meeting shall be served when the Employee has provided notice of readiness to return to work. The Employer may serve notice of position reduction to an Employee who occupies the Leave Replacement Position.
- (d) This Article does not apply to Probationary Employees.

### 35.02 A Permanent Employee whose position has been discontinued,

- (a) may elect to receive severance pay, in the amount of one (1) month's salary for each year of continuous service to a maximum of twelve (12) month's salary on the date of discontinuance; or,
- (b) in consultation with the University and the Union for the purposes of making an informed choice, the Employee, provided they are qualified may, within thirty (30) days of the date of notice of discontinuation being provided in writing to the Employee, select one of the following options:
  - (i) assume any available vacant Permanent position within the same or a lower salary Range within the bargaining unit; or,
  - (ii) assume any available vacant Temporary or Casual position within the bargaining unit; or
  - (iii) assume the position of a Temporary or Casual Employee; or
  - (iv) assume the position of the least senior Permanent Employee and at a minimum of the same FTE and within the same salary Range as specified in Schedule A to this Agreement. The Employee may choose to displace the least senior Permanent Employee from any location or the least senior Permanent Employee within their current municipality; or,
  - (v) assume the position of a less senior Permanent Employee in a lower classification and/or salary Range; or
  - (vi) elect a vesting period of nine (9) months from the date of notice of discontinuation or displacement provided to the Employee. Where a vacant Permanent position for which they are qualified, at a minimum of the same FTE and within the same salary Range as specified in Schedule A to this Agreement becomes available, this position will be offered to the Employee. If the Employee refuses this position, they will receive severance as per 35.02 (a).
- (c) In the case of selection of options provided in 35.02 (b) (ii), (iii) the Permanent Employee will retain a first right of refusal of any available vacant Permanent position within the bargaining unit for which the Employee is qualified for a vesting period of nine (9) months from the date of notice of discontinuation being provided in writing to the Employee.
- (d) Where there is no break of continuous employment as a result of the Employee exercising their rights provided in 35.02 (b) (ii), (iii), then the vesting period provided in Article 35.02 (c) will not commence until the end of the Temporary or Casual position(s), at which time the Employee will commence the vesting period of nine (9) months.

- (e) Where more than one (1) Employee's position has been discontinued, the affected Employees shall be offered all of the options specified in Article 35.02 of this Agreement in order of their seniority with the University.
- (f) Where a Permanent Employee has been displaced as a result of the application of Article 35.02(b)(iv) or (v), they shall be able to exercise the rights provided under Article 35.02, excepting that where the Employee elects options as provided within Article 35.02(b), that selection of options shall be limited to not longer than fourteen (14) calendar days from the date of notice of displacement being provided in writing to the Employee and the Union.
- (g) In cases where an Employee assumes the duties of a position in a lower classification and/or salary Range the Employee's salary will be adjusted to the closest salary in the range of that position.
- (h) Where a Permanent employee is discontinued or displaced and they exercise their rights under Article 35.02 (b) the result of which is they assume the duties of a position in a lower classification or salary range, the Employee will receive pay at their original rate of pay during the three (3) month notice period.
- (i) Where a Permanent Employee does not exercise the Employee's rights under Article 35.02 (b) of this Agreement within the period of notice provided in Article 35.02(b) or 35.02(f) then the Employee shall be considered to have selected severance pay under Article 35.02 (a).
- A Permanent Employee whose position has been discontinued/displaced and who has not found continuing alternate employment within the bargaining unit, shall be eligible for severance pay in the amount of one (1) month's salary for each year of continuous service to a maximum of twelve (12) month's salary payable at the date of position discontinuance/displacement or at the conclusion of the vesting period established in Clause 35.02, at the option of the Employee.
- An Employee who receives severance pay pursuant to Clause 35.03 and is subsequently rehired shall not be paid twice for the same period.
- A Permanent Employee whose position has been discontinued/displaced and who, in the opinion of the University, has the potential to be retrained for another available permanent position in the bargaining unit shall be eligible for training in accordance with the University policies.
- During the period of notice of position discontinuance/displacement set out in Clause 35.01, the University will allow the affected Employee a reasonable amount of time-off with pay to be interviewed by prospective Employers.
- 35.07 Clause 35.01, 35.02, 35.03, 35.04, and 35.05 shall not apply to a position discontinuance of a temporary nature caused by fire, flood, earthquake, or other act of God, or by a work stoppage requiring closure of all or part of the University.
- Upon notification that an employee's position is to be relocated to a locality outside of the current municipality, the affected Employees may choose to relocate and maintain their current positions with the Employer or accept severance in the amount set out in 35.02 (a), during the three (3) month notice period, from notification to relocation date. All reasonable relocation expenses will be at the expense of the Employer.

### **ARTICLE 36**

### **Respectful Workplace**

36.01 The Employer, Union and Employees are committed to having a safe and respectful workplace where discrimination, bullying, and harassment are not tolerated. The Parties agree that the University's respectful workplace policy and procedure (as amended from time to time) will govern. 36.02 There shall be no discrimination, harassment, by either Party in respect of an Employee by reason of race, religious beliefs, colour, gender, gender identity, gender expression, physical disability, mental disability, age, ancestry, place of origin, marital status, source of income, family status, sexual orientation, or political affiliation of that Employee. 36.03 Where reasonable, the Parties are committed to engage in informal discussion between Employees and their Supervisor, and between the Union and the Employer with the intent that problems and concerns be resolved without recourse to a formal complaint. 36.04 Formal complaints of workplace violence, discrimination, bullying or harassment shall be submitted to the Employer and will be investigated in accordance with the University's Policy and Procedures. Employees are required to cooperate with the investigation. All complaints will be dealt with promptly and in a confidential manner. 36.05 The Employer will not tolerate any form of retaliation against an Employee who, in good faith, makes a complaint of workplace violence, bullying, harassment or discrimination. 36.06 If the investigation determines that the Employee acted in bad faith in making a complaint or workplace violence, bullying, harassment or discrimination, the Employer may impose disciplinary action, up to and including termination. 36.07 Article 36.02 shall not apply with respect to a refusal, limitation, specification or preference based upon a bona fide occupational requirement. 36.08 The Parties agree that neither Party should be required to defend itself in multiple forums. In the event that an Employee or either Party to this agreement files a complaint under any Alberta statute on the same or substantially the same facts and circumstances, as those advanced under any grievance filed under this Article,

#### **ARTICLE 37**

the grievance shall not be referred to arbitration.

### **Course Allowance**

- AUPE members, spouses and dependents may take unlimited challenge exams at no cost to the Employee without prejudice to the fees exemption benefit and the following Registry fees will also be waived: prior learning assessment fee, evaluation fee, letter of permission fee, change of credential fee, multiple examination request fee, re-registration fees, processing fee for withdrawal fee, extension fee, transcript fee, and rewriting exams fee.
- Tuition for an Athabasca University program will be waived for one (1) six (6) credit or two (2) three (3) credit undergraduate or graduate course(s) or equivalent course credit weight per annum for the Employee and the Employee's spouse or dependents.

- 37.03 Tuition reimbursement for an Athabasca University program for Employees, spouses, and dependents will be provided upon successful completion for courses in excess of the one (1) six (6) credit or two (2) three (3) credit courses as provided for in 37.02, or equivalent credit weight where appropriate, per annum to the maximum of a full load equivalent.
- 37.04 The University agrees to advance funds to allow Employees to utilize this provision of the Collective Agreement.

### **ARTICLE 38**

### **Term and Effective Date**

- 38.01 The term of this Collective Agreement shall be effective from July 01, 2020, and shall remain in force and effect until June 30, 2024, and from year to year thereafter unless amended or terminated. Notification of desire to amend may be given in writing by either Party during the period prior to its expiration of not more than one hundred and twenty (120) calendar days, and not less than sixty (60) calendar days.
- Schedule A shall be amended effective April 1, 2023 to adjust all ranges by one point two five percent (1.25%) and effective December 1, 2023 one point five percent (1.5%). Effective February 29, 2024, an increase of 0.5% will be applied, retroactive to each Employee's prior December 1 salary, subject to Gain Sharing conditions to be determined by the Government of Alberta. Point bands shall be included in all ranges.
- 38.03 The terms and conditions of this Collective Agreement shall remain in full force and effect until a new Collective Agreement has been executed.
- In the event that any law passed by the Government of Alberta or Canada renders null and void, or alters any provision of this Agreement, the remaining provisions shall remain in effect for the term of the Agreement and the Parties 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 altered.

#### **ARTICLE 39**

### **Distribution of Agreement**

39.01 The Employer will distribute the Collective Agreement on the Athabasca University Internet in a format that can be downloaded and printed. Each party agrees to pay the full cost of printing copies for their own distribution.

### **ARTICLE 40**

### Staff Training and Professional Development

40.01 The Employer will continue to maintain policies and procedures governing Employee training and development. These will include in-service training, inhouse courses, external training, and other activities that will enhance current and potential Employee performance in contributing to the achievement of University goals and objectives.

40.02 The Union Executive Committee will be consulted through the regular meetings of the Labour Management Committee on any policy issues and changes with respect to training and development.

### **ARTICLE 41**

### **Discretionary Benefit Fund**

- 41.01 A Discretionary Benefit Fund shall be established effective July 1, 2009.
- 41.02 Each Permanent Full-Time staff member shall receive an annual amount of eight hundred seventy-five dollars (\$875.00).

Permanent Part-Time staff members shall receive a pro-rated annual amount.

Allotments are awarded on July 1st of each year. Eligible staff members appointed after July 1st, shall receive a pro-rated amount reduced by 1/12th of the allotment per month past July 1st.

- On or before May 31st each year, eligible staff members will determine the allocation of the individual annual amount to the Healthcare Spending Account or to be paid, after lawful deductions, as a cash payment, and inform Human Resources in writing. Cash payments will be processed by July 31st of each year. Staff members who have not made an allocation choice by May 31st, will have their funds default to the Healthcare Spending Account.
- 41.04 The Healthcare Spending Account shall be managed by the Benefit Plan carriers.
- 41.05 Funds in the staff member's Healthcare Spending Account may be used to offset the staff member's share of premium increases that may occur with respect to Extended Health Care Plan and Group Dental Insurance Plan.
- Funds in any staff member's Healthcare Spending Account must be used within two (2) years.

#### **ARTICLE 42**

### **Contracting Out**

- 42.01 The Employer will not contract out services that will result in the loss of employment for bargaining unit employees without first having meaningful consultation and discussion with the Union.
- 42.02 The Union shall be provided at least ninety (90) calendar days' notice prior to when the final decision to contract out services is made. Lesser notice may be provided when urgent issues rapidly emerge.
- 42.03 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.
- 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.

- 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.
- 42.06 The application of the processes in this Article are subject to the Grievance Procedure in Article 11. The outcome of the process in this Article is not subject to the Grievance Procedure.

#### Between

### The Governors of Athabasca University

#### And

The Alberta Union of Provincial Employees, Local 069

### **Re: Market Based Adjustments**

Market adjustments shall be made to the maximum of the range for the following positions:

- i. Accounts Payable Assistant Reduce maximum of range by 16.3%
- ii. Accounts Receivable Assistant Reduce maximum of range by 16.3%
- iii. Student Fees Account Receivable Reduce maximum of range by 16.3%
- iv. Cashier/Accounts Receivable Reduce maximum of range by 16.3%
- v. Admin Assistant Reduce maximum of range by 12.6%
- vi. Admin Assistant CDE Reduce maximum of range by 12.6%
- vii. Academic Admin Program Assistant Reduce maximum of range by 12.6%
- viii. Grad Admin Assistant Reduce maximum of range by 12.6%
- ix. Admin Assistant Grad Program Reduce maximum of range by 12.6%
- x. Admin Assistant Grad Support Unit Reduce maximum of range by 12.6%
- xi. Payroll Administrator Reduce maximum of range by 8.1%
- xii. Science Home Lab Kit Reduce maximum of range by 10.0%

The adjustments to the maximum of the ranges for the above positions will only apply to new employees (i.e. employees not employed as of the date of ratification of this agreement) hired following the date of ratification of this agreement.

Employees who are current incumbents in one of the impacted positions as of the date of ratification of this agreement shall not be impacted by the above-noted adjustments.

| ON BEHALF OF THE GOVERNORS<br>OF ATHABASCA UNIVERSITY | ON BEHALF OF THE ALBERTA UNION<br>OF PROVINCIAL EMPLOYEES |
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| - Company   |   |
| February 09, 2023                                     | January 3, 2023   |
| Date  | Date  |

#### Between

### The Governors of Athabasca University

#### And

The Alberta Union of Provincial Employees, Local 069

## Re: Joint Benefits Committee and Benefits Plan Reporting

The parties agree as follows:

- 1. The Joint Benefits Review Committee consists of two (2) persons named by each party plus representatives from other benefits plan stakeholder groups that choose to participate in the deliberations of the Committee. The Committee shall have a mandate to:
  - review all plans with respect to experience, administration, adequacy of coverage, rates, plan design, and comparison to similar institutions, and recommend to their principals such alterations to any plan(s) it deems necessary or desirable;
  - maintain a strategy and implementation program for cost containment;
  - review, in such a way as to not breach the confidentiality of individuals, all known problems arising with respect to the application of the benefits plans;
  - maintain the \$6.00 dispensing fee cap for drugs under Extended Health Plan effective with the ratification of the agreement.
- 2. The Employer will supply AUPE with a copy of the master policy of each of the Plans specified in Article 29 and copies of all correspondence, other than corresponding dealing with individual claims, between the Employer, the carriers of the respective plans, and consultants with respect to the Plans specified in Article 29.
- 3. The Joint Benefits Review Committee shall remain in full force and effect for the life of the collective agreement.

| ON BEHALF OF THE GOVERNORS<br>OF ATHABASCA UNIVERSITY | ON BEHALF OF THE ALBERTA UNION OF PROVINCIAL EMPLOYEES |
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| Date  | Date   |

#### Between

The Governors of Athabasca University

And

The Alberta Union of Provincial Employees, Local 069

## Re: Casual Labourer/Clerical

The parties agree as follows:

- 1. Employees hired to perform single function, repetitive, basic tasks with no job skill training requirement will be paid at the provincial minimum wage rate per hour, providing that the duration of the work is no greater than one month or thirty working days over three months.
- 2. The Employer will provide a monthly report on all employees hired under this letter of understanding.

This Letter of Understanding will remain in effect for the life of the collective agreement.

| ON BEHALF OF THE GOVERNORS OF ATHABASCA UNIVERSITY | ON BEHALF OF THE ALBERTA UNION<br>OF PROVINCIAL EMPLOYEES |
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# Between The Governors of Athabasca University And

The Alberta Union of Provincial Employees, Local 069

#### Re: Workload

The Parties agree to the following:

- 1. If an individual has an issue with managing workload, they may discuss their concerns with their Supervisor or designate.
- 2. If, following the initial discussion, the workload concern remains unresolved, the Employee may request a formal meeting with their Department Director, Dean or designate. A request for such a meeting shall not be unreasonably denied. If requested by the Employee, a Union Representative or Union Steward may attend the meeting.
- 3. If the workload concern has broader implications, it may be forwarded to the Labour Management Committee.
- 4. This Letter of Understanding will expire on June 30, 2024.

| ON BEHALF OF THE GOVERNORS<br>OF ATHABASCA UNIVERSITY | ON BEHALF OF THE ALBERTA UNION OF PROVINCIAL EMPLOYEES |
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| February 09, 2023                                     | January 3, 2023  |
| Date  | Date   |

# Between The Governors of Athabasca University And

The Alberta Union of Provincial Employees, Local 069

# Re: Home Office Set-Up and Support

Whereas the Collective Agreement between the parties expired on June 30, 2020 (the "Collective Agreement");

The University and the Union hereto agree as follows:

- 1. Effective upon ratification of a new Collective Agreement, permanent Employees shall receive a one-time, lump sum payment of \$2,000 (less statutory withholdings) to set up and support a home office, where they are required by the University to work from home.
- 2. Employees who have already received a lump sum amount under the University's the *COVID-19 Home Office Set-up Allowance* shall have the amount of that previous lump sum deducted from their entitlement to the lump sum payment contemplated above.
- 3. In addition to the one-time lump-sum payment in paragraph 1 of this Letter, Employees who are required by the University to work from home shall receive a payment of \$35/biweekly to cover the cost of ongoing home office expenses, including internet and printing.
- 4. This Letter of Understanding expires upon implementation by the University of its *Home Office Set-up and Support Program (the Program)*. The payments provided under the Program will not be lower than the amounts provided for in this letter of understanding.
- 5. This offer is without prejudice and precedent

| ON BEHALF OF THE GOVERNORS<br>OF ATHABASCA UNIVERSITY | ON BEHALF OF THE ALBERTA UNION OF PROVINCIAL EMPLOYEES |
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| February 09, 2023                                     | January 3, 2023  |
| Date  | Date   |

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

| Dated at Athabasca, Alberta this <u>3rd</u> day of | January , 20 <u>23</u> . |
|--|--------------------------|
| fartist.   | Abey Arnaout             |
| President, Athabasca University                    | Witness                  |
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| President, Alberta Union of Provincial Employees   | Witness                  |

# **General Wage Increase:**

Effective July 1, 2020, Salary Schedules in Schedule A shall be increased by Zero percent (0%).

Effective July 1, 2021, Salary Schedules in Schedule A shall be increase by Zero percent (0%).

Effective July 1, 2022, Salary Schedules in Schedule A shall be increase by Zero percent (0%).

Effective April 1, 2023, Salary Schedules in Schedule A shall be increased by one point two-five percent (1.25%)

Effective December 1, 2023, Salary Schedules in Schedule A shall be increased by one-point five percent (1.5%) plus an additional point five percent (.5%) subject to the following Gain Sharing Formula:

### Gain Sharing Formula

• Effective February 29, 2024, an increase of 0.5% will be applied, retroactive to each Employee's prior December 1 salary, subject to Gain Sharing conditions to be determined by the Government of Alberta.

### Gain Sharing

- Provided that the "Average of all Private Forecasts for Alberta's Real GDP" for the 2023 Calendar Year is at or above 2.7% as of February of 2024, then Gain Sharing applies.
- All adjustments due to Gain Sharing are retroactive to December 1, 2023, or to an Employee's start date if hired after December 1, 2023.
- "Average of all Private Forecasts for Alberta's Real GDP" for the 2023 calendar year is 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 will be sourced from each forecasting institution at the time the payout determination is made in February 2024.

# July 1, 2020 to March 31, 2023

| <u>Class</u>                 | <u>Minimum</u>                 | <u>Maximum</u>                 | <u>LSI 1</u>                   | <u>LSI 2</u>                   | LSI3                           | <u>LSI4</u>                    | Points Band |
|------------------------------|--------------------------------|--------------------------------|--------------------------------|--------------------------------|--------------------------------|--------------------------------|-------------|
| Range 5                      |                                |                                |                                |                                |                                |                                |             |
| Annual<br>Biweekly<br>Hourly | 31,012.41<br>1,192.79<br>17.04 | 45,019.44<br>1,731.52<br>24.72 | 45,689.73<br>1,757.30<br>25.10 | 46,370.01<br>1,783.46<br>25.48 | 47,060.41<br>1,819.02<br>25.86 | 47,761.10<br>1,836.97<br>26.24 | 1-95        |
| Range 4                      |                                |                                |                                |                                |                                |                                |             |
| Annual<br>Biweekly<br>Hourly | 35,236.70<br>1,255.26<br>19.36 | 51,369.59<br>1,975.75<br>28.23 | 52,134.43<br>2,005.17<br>28.65 | 52,910.66<br>2,035.03<br>29.07 | 53,698.45<br>2,065.33<br>29.50 | 54,497.96<br>2,096.08<br>29.94 | 100 - 135   |
| Range 3                      |                                |                                |                                |                                |                                |                                |             |
| Annual<br>Biweekly<br>Hourly | 37,885.47<br>1,457.13<br>20.82 | 57,813.85<br>2,223.61<br>31.77 | 58,674.65<br>2,256.72<br>32.24 | 59,548.26<br>2,290.32<br>32.72 | 60,434.88<br>2,324.42<br>33.21 | 61,334.69<br>2,359.03<br>33.70 | 140 - 169   |
| Range 2                      |                                |                                |                                |                                |                                |                                |             |
| Annual<br>Biweekly<br>Hourly | 40,557.07<br>1,559.89<br>22.28 | 64,211.08<br>2,469.66<br>35.28 | 65,167.12<br>2,506.43<br>35.81 | 66,137.40<br>2,543.75<br>36.34 | 67,122.12<br>2,581.61<br>36.88 | 68,121.50<br>2,620.06<br>37.43 | 170 - 195   |
| Range 1                      |                                |                                |                                |                                |                                |                                |             |
| Annual<br>Biweekly<br>Hourly | 43,297.16<br>1,665.28<br>23.79 | 70,984.62<br>2,730.18<br>39.00 | 72,041.51<br>2,770.83<br>39.58 | 73,114.14<br>2,812.08<br>40.17 | 74,202.74<br>2,853.95<br>40.77 | 75,307.55<br>2,896.44<br>41.38 | 200 +       |

# April 1, 2023 to November 30, 2023

| <u>Class</u>                 | <u>Minimum</u>                 | <u>Maximum</u>                 | <u>LSI 1</u>                   | <u>LSI 2</u>                   | LSI3                           | <u>LSI4</u>                    | Points Band |
|------------------------------|--------------------------------|--------------------------------|--------------------------------|--------------------------------|--------------------------------|--------------------------------|-------------|
| Range 5                      |                                |                                |                                |                                |                                |                                |             |
| Annual<br>Biweekly<br>Hourly | 31,400.07<br>1,207.70<br>17.25 | 45,582.18<br>1,753.16<br>25.03 | 46,260.85<br>1,779.27<br>25.41 | 46,949.64<br>1,805.75<br>25.80 | 47,648.67<br>1,841.76<br>26.18 | 48,358.11<br>1,859.93<br>26.57 | 1-95        |
| Range 4                      |                                |                                |                                |                                |                                |                                |             |
| Annual<br>Biweekly<br>Hourly | 35,677.16<br>1,270.95<br>19.60 | 52,011.71<br>2,000.45<br>28.58 | 52,786.11<br>2,030.23<br>29.01 | 53,572.04<br>2,060.47<br>29.43 | 54,369.68<br>2,091.15<br>29.87 | 55,179.18<br>2,122.28<br>30.31 | 100 - 135   |
| Range 3                      |                                |                                |                                |                                |                                |                                |             |
| Annual<br>Biweekly<br>Hourly | 38,359.04<br>1,475.34<br>21.08 | 58,536.52<br>2,251.41<br>32.17 | 59,408.08<br>2,284.93<br>32.64 | 60,292.61<br>2,318.95<br>33.13 | 61,190.32<br>2,353.48<br>33.63 | 62,101.37<br>2,388.52<br>34.12 | 140 - 169   |
| Range 2                      |                                |                                |                                |                                |                                |                                |             |
| Annual<br>Biweekly<br>Hourly | 41,064.03<br>1,579.39<br>22.56 | 65,013.72<br>2,500.53<br>35.72 | 65,981.71<br>2,537.76<br>36.26 | 66,964.12<br>2,575.55<br>36.79 | 67,961.15<br>2,613.88<br>37.34 | 68,973.02<br>2,652.81<br>37.90 | 170 - 195   |
| Range 1                      |                                |                                |                                |                                |                                |                                |             |
| Annual<br>Biweekly<br>Hourly | 43,838.37<br>1,686.10<br>24.09 | 71,871.93<br>2,764.31<br>39.49 | 72,942.03<br>2,805.47<br>40.07 | 74,028.07<br>2,847.23<br>40.67 | 75,130.27<br>2,889.62<br>41.28 | 76,248.89<br>2,932.65<br>41.90 | 200 +       |

Salaries Schedule "A"

December 1, 2023 to February 28, 2024

| <u>Class</u>                 | <u>Minimum</u>                 | <u>Maximum</u>                 | <u>LSI 1</u>                   | <u>LSI 2</u>                   | LSI3                           | <u>LSI4</u>                    | Points Band |
|------------------------------|--------------------------------|--------------------------------|--------------------------------|--------------------------------|--------------------------------|--------------------------------|-------------|
| Range 5                      |                                |                                |                                |                                |                                |                                |             |
| Annual<br>Biweekly<br>Hourly | 31,871.07<br>1,225.82<br>17.51 | 46,265.92<br>1,779.46<br>25.40 | 46,954.76<br>1,805.96<br>25.79 | 47,653.88<br>1,832.84<br>26.19 | 48,363.40<br>1,869.38<br>26.58 | 49,083.49<br>1,887.83<br>26.97 | 1-95        |
| Range 4                      |                                |                                |                                |                                |                                |                                |             |
| Annual<br>Biweekly<br>Hourly | 36,212.32<br>1,290.02<br>19.90 | 52,791.89<br>2,030.45<br>29.01 | 53,577.90<br>2,060.69<br>29.44 | 54,375.62<br>2,091.37<br>29.87 | 55,185.23<br>2,122.51<br>30.32 | 56,006.87<br>2,154.12<br>30.77 | 100 - 135   |
| Range 3                      |                                |                                |                                |                                |                                |                                |             |
| Annual<br>Biweekly<br>Hourly | 38,934.42<br>1,497.47<br>21.40 | 59,414.57<br>2,285.18<br>32.65 | 60,299.20<br>2,319.20<br>33.13 | 61,197.00<br>2,353.73<br>33.63 | 62,108.17<br>2,388.78<br>34.13 | 63,032.89<br>2,424.35<br>34.63 | 140 - 169   |
| Range 2                      |                                |                                |                                |                                |                                |                                |             |
| Annual<br>Biweekly<br>Hourly | 41,679.99<br>1,603.08<br>22.90 | 65,988.92<br>2,538.04<br>36.26 | 66,971.43<br>2,575.83<br>36.80 | 67,968.58<br>2,614.18<br>37.35 | 68,980.56<br>2,653.09<br>37.90 | 70,007.61<br>2,692.60<br>38.47 | 170 - 195   |
| Range 1                      |                                |                                |                                |                                |                                |                                |             |
| Annual<br>Biweekly<br>Hourly | 44,495.95<br>1,711.39<br>24.45 | 72,950.01<br>2,805.77<br>40.08 | 74,036.16<br>2,847.55<br>40.68 | 75,138.49<br>2,889.94<br>41.28 | 76,257.23<br>2,932.97<br>41.90 | 77,392.63<br>2,976.64<br>42.53 | 200 +       |

Salaries Schedule "A"

# February 29, 2024 - (only if applicable – See Page 60)

| <u>Class</u>                 | <u>Minimum</u>                 | <u>Maximum</u>                 | <u>LSI 1</u>                   | <u>LSI 2</u>                   | LSI3                           | <u>LSI4</u>                    | <b>Points Band</b> |
|------------------------------|--------------------------------|--------------------------------|--------------------------------|--------------------------------|--------------------------------|--------------------------------|--------------------|
| Range 5                      |                                |                                |                                |                                |                                |                                |                    |
| Annual<br>Biweekly<br>Hourly | 32,030.42<br>1,231.94<br>17.60 | 46,497.25<br>1,788.36<br>25.53 | 47,189.54<br>1,814.99<br>25.92 | 47,892.15<br>1,842.00<br>26.32 | 48,605.21<br>1,878.73<br>26.71 | 49,328.90<br>1,897.27<br>27.10 | 1-95               |
| Range 4                      |                                |                                |                                |                                |                                |                                |                    |
| Annual<br>Biweekly<br>Hourly | 36,393.38<br>1,296.47<br>20.00 | 53,055.84<br>2,040.61<br>29.16 | 53,845.79<br>2,070.99<br>29.59 | 54,647.50<br>2,101.83<br>30.02 | 55,461.15<br>2,133.13<br>30.47 | 56,286.91<br>2,164.89<br>30.92 | 100 - 135          |
| Range 3                      |                                |                                |                                |                                |                                |                                |                    |
| Annual<br>Biweekly<br>Hourly | 39,129.10<br>1,504.96<br>21.50 | 59,711.64<br>2,296.60<br>32.81 | 60,600.70<br>2,330.80<br>33.30 | 61,502.99<br>2,365.50<br>33.79 | 62,418.71<br>2,400.72<br>34.30 | 63,348.06<br>2,436.47<br>34.81 | 140 - 169          |
| Range 2                      |                                |                                |                                |                                |                                |                                |                    |
| Annual<br>Biweekly<br>Hourly | 41,888.39<br>1,611.09<br>23.01 | 66,318.87<br>2,550.73<br>36.44 | 67,306.29<br>2,588.71<br>36.99 | 68,308.42<br>2,627.25<br>37.53 | 69,325.47<br>2,666.35<br>38.09 | 70,357.65<br>2,706.07<br>38.66 | 170 - 195          |
| Range 1                      |                                |                                |                                |                                |                                |                                |                    |
| Annual<br>Biweekly<br>Hourly | 44,718.43<br>1,719.94<br>24.57 | 73,314.76<br>2,819.80<br>40.28 | 74,406.34<br>2,861.79<br>40.88 | 75,514.18<br>2,904.39<br>41.49 | 76,638.51<br>2,947.63<br>42.11 | 77,779.59<br>2,991.52<br>42.74 | 200 +              |

## **SCHEDULE "B"**

## **POSITION RANGES**

The following list contains all positions covered under Salaries Schedule "A" as of the 26th of September, 2011. The parties recognize that this list is subject to additions, deletions, and revisions during the term of the Collective Agreement and in accordance with provisions of the Collective Agreement, a revised list effective June 30, 2012, will be made available.

| Position |                                       |      |
|----------|---------------------------------------|------|
| Number   | Title                                 | Rank |
| 10021    | Admin Support Coord                   | R1   |
| 10028    | Sr Program Advisor                    | R1   |
| 10029    | Sr Program Advisor                    | R1   |
| 10060    | LSS Support Services Assistant        | R1   |
| 10200    | Capital Project Technician            | R1   |
| S00001   | Help Desk / Voice Mail Analyst        | R1   |
| S00002   | Sr Electronics Technician             | R1   |
| S00005   | Networks Technician                   | R1   |
| S00007   | Admin Asst                            | R1   |
| S00008   | Sr Admin Asst & Trainer to ASU        | R1   |
| S00009   | Serials Technician                    | R1   |
| S00010   | Recruitment & Marketing Assist        | R1   |
| S00011   | Sr. Financial Aid Advisor             | R1   |
| S00013   | Admin Asst                            | R1   |
| S00014   | Admin Operations Asst                 | R1   |
| S00016   | Cataloguing/Circulation Asst          | R1   |
| S00019   | Materials Mgmt Supervisor             | R1   |
| S00020   | Coord, Treasury Services              | R1   |
| S00022   | Purchasing Administrator              | R1   |
| S00023   | Projects Technician                   | R1   |
| S00026   | Inventory Ctrl/Warehouse Sup          | R1   |
| S00031   | Networks Technician                   | R1   |
| S00036   | Interlibrary Loans Supervisor         | R1   |
| S00037   | Sr Admissions Assistant               | R1   |
| S00041   | Sr. Advisor                           | R1   |
| S00042   | Sr Building Operator                  | R1   |
| S00043   | Building Systems Operator             | R1   |
| S00044   | Operations Technician                 | R1   |
| S00045   | Grounds Technician                    | R1   |
| S00054   | Senior Academic Advisor               | R1   |
| S00055   | Senior Academic Advisor               | R1   |
| S00057   | Sr Evaluator                          | R1   |
| S00058   | Sr Help Desk Analyst                  | R1   |
| S00059   | Building Systems Operator Asst        | R1   |
| S00060   | Supervisor, Central Dup               | R1   |
| S00065   | Sr. Digital Media Tech                | R1   |
| S00068   | Student Support & Advising Specialist | R1   |
| S00069   | Senior Academic Advisor               | R1   |
| S00070   | Revenue/Accounts Rec. Sup.            | R1   |
| S00072   | Syst Prog/Micro Technician            | R1   |
| S00073   | Science Technician                    | R1   |

| S00074 | Sr. Digital Media Tech                       | R1 |
|--------|--|----|
| S00077 | Office Tech Support Tech                     | R1 |
| S00081 | Admissions Coord                             | R1 |
| S00084 | Admissions Coord                             | R1 |
| S00085 | Sr Admin Asst                                | R1 |
| S00087 | Bookstore Purchasing Agent                   | R1 |
| S00089 | Admissions Coord                             | R1 |
| S00090 | Collaborative Reg Asst                       | R1 |
| S00095 | Help Desk Analyst                            | R1 |
| S00098 | Help Desk Analyst                            | R1 |
| S00100 | Sr. Help Desk Analyst                        | R1 |
| S00104 | Multi-Media & Bindery Supervisor             | R1 |
| S00110 | Academic Administrative Assistant            | R1 |
| S00113 | Student Advisor                              | R1 |
| S00115 | Articulations Asst                           | R1 |
| S00117 | Sr Evaluator                                 | R1 |
| S00125 | Copyright & Course Admin                     | R1 |
| S00126 | Sr Help Desk Analyst                         | R1 |
| S00127 | Sr Help Desk Analyst                         | R1 |
| S00131 | Sr Registration/Info Clerk                   | R1 |
| S00132 | Admin Asst                                   | R1 |
| S00133 | Help Desk Analyst                            | R1 |
| S00134 | Sr Evaluator                                 | R1 |
| S00145 | Sr. Help Desk Analyst                        | R1 |
| S00149 | Counseling Svcs Coord                        | R1 |
| S00150 | Sr Payroll Asst                              | R1 |
| S00151 | Office Administrator                         | R1 |
| S00153 | Banner User Specialist                       | R1 |
| S00155 | Sr. Digital Media Tech                       | R1 |
| S00156 | Student Support & Advising Specialist        | R1 |
| S00160 | Telecommunications Technician                | R1 |
| S00168 | Residential Program Coord                    | R1 |
| S00170 | Indigenous Student Success Sup               | R1 |
| S00171 | Senior Program Advisor                       | R1 |
| S00178 | Sr Registrations & Rec Asst                  | R1 |
| S00180 | Course Admin Asst                            | R1 |
| S00183 | Sr. Multimedia Course Prod Spec              | R1 |
| S00186 | Administrative Assistant and Program Advisor | R1 |
| S00193 | Undergrad Student Advisor                    | R1 |
| S00194 | Undergrad Student Advisor                    | R1 |
| S00195 | Undergrad Student Advisor                    | R1 |
| S00196 | Undergrad Student Advisor                    | R1 |
| S00197 | Undergrad Student Advisor                    | R1 |
| S00198 | Undergrad Student Advisor                    | R1 |
| S00201 | Student Supp & Program Advisor               | R1 |
| S00204 | Undergrad Student Advisor                    | R1 |
| S00207 | Prog Liaison Officer, South AB               | R1 |
| S00208 | Admin Asst Pre-Award: Internal               | R1 |
| S00209 | Banner User Specialist                       | R1 |
| S00211 | Sr. Digital Media Technologist               | R1 |
| S00212 | Sr Help Desk Analyst                         | R1 |
|        | •  |    |

| S00217 | Sr. Digital Media Tech                | R1  |
|--------|---------------------------------------|-----|
| S00218 | Sr Copyright Asst                     | R1  |
| S00220 | Senior Academic Advisor               | R1  |
| S00241 | Copyright and Course Admin            | R1  |
| S00264 | Support Services Advisor              | R1  |
| S00266 | Undergrad Student Advisor             | R1  |
| S00288 | Undergrad Student Advisor             | R1  |
| S00303 | Call Centre Trainer                   | R1  |
| S00304 | Sr Program Advisor                    | R1  |
| S00305 | Senior Evaluator                      | R1  |
| S00308 | Grants Admin - Post Award             | R1  |
| S00312 | Liaison Officer Calgary Region        | R1  |
| S00314 | Undergrad Student Advisor             | R1  |
| S00315 | Undergrad Student Advisor             | R1  |
| S00326 | Sr Academic Advisor                   | R1  |
| S00329 | Undergrad Program Advisor             | R1  |
| S00333 | Academic & Admin Systems Technologist | R1  |
| S00335 | Sr. Digital Media Tech                | R1  |
| S00343 | Liaison Officer Med Hat Region        | R1  |
| S00349 | Sr. Help Desk Analyst                 | R1  |
| S00366 | Main Campus Receptionist              | R1  |
| S00381 | Senior Evaluator                      | R1  |
| S00384 | Senior Evaluator                      | R1  |
| S00385 | Interior Systems Technician           | R1  |
| S00407 | Archaeological Records Asst           | R1  |
| S00408 | Archaeological Res. Eval Intern       | R1  |
| S00412 | Senior Interpreter                    | R1  |
| S00418 | Student Appeals Officer               | R1  |
| S00419 | Portfolio Dev. and Asses Coord        | R1  |
| S00421 | Acad Student Advisor Grad Prgm        | R1  |
| S00425 | Senior Academic Advisor               | R1  |
| S00438 | Digitization Technician               | R1  |
| S00442 | Senior Academic Advisor               | R1  |
| S00445 | Collaborations Admin Assistant        | R1  |
| S00446 | ASD Exams Admin Assistant             | R1  |
| S00447 | Counseling Services Assist            | R1  |
| S00449 | Sr. Help Desk Analyst                 | R1  |
| S00453 | Portfolio Mentorship Coord            | R1  |
| S00477 | Contract Administrator                | R1  |
| S00487 | Liaison Officer, GPRC                 | R1  |
| 10022  | AU Press Fin & Fullfill Admin         | R2  |
| 10037  | Administrative Assistant              | R2  |
| 10039  | Intermediate Articulations Assistant  | R2  |
| 10042  | Exam Services Administrator           | R2  |
| 10054  | Admin Asst - Exams & Sys Sup          | R2  |
| 10057  | Info Centre Attendant                 | R2  |
| 10093  | Learning Resources Assistant          | R2  |
| 10175  | Observatory Technician                | R2  |
| 10233  | Learning Resources Assistant          | R2  |
| 10278  | AU Press Admin Asst                   | R2  |
| 10281  | Administrative Course Assistant       | R2  |
| 10201  | Tallinionalive Course Hosiotalit      | 114 |

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|--------|---|----------|
| 10288  | Web Assistant/Editor                    | R2       |
| 10325  | Administrative Course Assistant         | R2       |
| 10345  | Administrative Assistant                | R2       |
| S00003 | Intermediate Evaluator                  | R2       |
| S00006 | Admin Course Asst                       | R2<br>R2 |
| S00012 | Lib Asst, Acquisitions/Ctlg             |          |
| S00015 | Exam Services Administrator             | R2       |
| S00018 | Int Academic Records Asst               | R2       |
| S00029 | Payroll Asst                            | R2       |
| S00030 | Cashier/Accts Receivable Asst           | R2       |
| S00032 | Junior Academic Advisor                 | R2       |
| S00033 | Examinations Asst                       | R2       |
| S00034 | Admin Course Asst                       | R2       |
| S00035 | Int Financial Aid Advisor               | R2       |
| S00038 | Admin Asst                              | R2       |
| S00039 | Examinations Asst                       | R2       |
| S00049 | Exam Services Administrator             | R2       |
| S00052 | Production Asst                         | R2       |
| S00053 | Jr Academic Advisor                     | R2       |
| S00063 | Library Asst - Circulation              | R2       |
| S00064 | Exam Services Administrator             | R2       |
| S00066 | Central Duplicating Operator            | R2       |
| S00067 | Admin Course Asst                       | R2       |
| S00071 | Payroll Asst                            | R2       |
| S00075 | Budget and Accounting Assistant         | R2       |
| S00079 | Info Centre Attendant                   | R2       |
| S00082 | Admin Asst, Marketing                   | R2       |
| S00091 | Info Centre Attendant                   | R2       |
| S00092 | Info Centre Attendant                   | R2       |
| S00093 | Info Centre Attendant                   | R2       |
| S00099 | Accounts Payable Coord                  | R2       |
| S00102 | Financial Aid Advisor                   | R2       |
| S00103 | Admissions Asst                         | R2       |
| S00105 | Lib Asst-Interlib Loans/Circ            | R2       |
| S00107 | Info Centre Attendant                   | R2       |
| S00108 | Info Centre Attendant                   | R2       |
| S00109 | Grad/Convocation Admin Asst             | R2       |
| S00112 | Intermediate Enrollment Asst            | R2       |
| S00118 | Buyer                                   | R2       |
| S00123 | Admin Course Assistant                  | R2       |
| S00135 | Intermediate Evaluator                  | R2       |
| S00135 | Intermediate Evaluator                  | R2       |
| S00136 | Int. Financial Aid Advisor              | R2       |
| S00137 | Inventory Ctrl/Warehouse Coord          | R2       |
| S00139 | Admin Course Asst                       | R2       |
| S00140 | Admin Course Asst                       | R2       |
| S00141 | Info Centre Attendant                   | R2       |
| S00142 | Info Centre Attendant                   | R2       |
| S00143 | Info Centre Attendant                   | R2       |
| S00144 | Info Centre Attendant                   | R2       |
| S00147 | Library Asst - Circulation              | R2       |
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| S00154           | Buyer   | R2       |
| S00157           | Info Centre Attendant                             | R2       |
| S00159           | Administrative Assistant<br>Admin Course Asst     | R2<br>R2 |
| S00161<br>S00162 | Admin Asst  | R2<br>R2 |
| S00162<br>S00164 | Exam Services Administrator                       | R2       |
|                  |   | R2       |
| S00165<br>S00167 | Int Registration Clerk Int Acad Records Assistant | R2<br>R2 |
| S00107<br>S00172 | Admin Course Assistant                            | R2       |
| S00172<br>S00173 | Admin Asst  | R2<br>R2 |
| S00173           | Accounts Payable Assistant                        | R2       |
| S00174<br>S00175 | Intermediate Articulations Assistant              | R2       |
| S00175           | Admin Asst  | R2       |
| S00170<br>S00177 | Administrative Assistant                          | R2       |
| S00177<br>S00179 | Accounts Payable Assistant                        | R2       |
| S00179<br>S00188 | Admin Asst, Grad Prgms                            | R2       |
| S00188<br>S00191 | Library Asst Catalogue Pub Ser                    | R2       |
| S00205           | Support Technician                                | R2       |
| S00203           | Awards Admin Asst                                 | R2       |
| S00210<br>S00221 | Admin Course Asst                                 | R2       |
| S00221<br>S00243 | Science Home Laboratory Kit                       | R2       |
| S00245           | Intermediate Student Services Administrator       | R2       |
| S00217<br>S00257 | Admin Asst  | R2       |
| S00260           | Student Fees / Acnt Receivable Asst               | R2       |
| S00263           | Int Financial Aid Advisor                         | R2       |
| S00272           | Acad Student Advisor                              | R2       |
| S00278           | Intermediate Collaborations Asst                  | R2       |
| S00280           | Int Multimedia Prod Specialist                    | R2       |
| S00306           | Admin Crs Asst Group Stdy Exam                    | R2       |
| S00321           | Info Centre Attendant                             | R2       |
| S00325           | Admin Crs Asst                                    | R2       |
| S00331           | Int Registration Clerk                            | R2       |
| S00337           | Systems Support Specialist                        | R2       |
| S00338           | Info Centre Attendant                             | R2       |
| S00340           | Information Management Asst                       | R2       |
| S00351           | Exam Services Administrator                       | R2       |
| S00360           | Collaborations Asst                               | R2       |
| S00372           | Info Centre Attendant                             | R2       |
| S00373           | Info Centre Attendant                             | R2       |
| S00377           | Web Digitization & Design Tech                    | R2       |
| S00386           | Accounts Receivable Assist                        | R2       |
| S00396           | Paleontological Rrcs Planner                      | R2       |
| S00413           | Course Maintenance Specialist                     | R2       |
| S00422           | Bilingual Student Advisor                         | R2       |
| S00427           | Events Assistant                                  | R2       |
| S00436           | Admin Asst & Grants Admin                         | R2       |
| S00451           | Digital Media Technologist                        | R2       |
| S00456           | Land Use Planning Asst                            | R2       |
| S00460           | Administrative Assistant, FGS                     | R2       |
| S00461           | Program Assistant, Architectu                     | R2       |
| S00467           | Contract Administrator                            | R2       |
|                  |   |          |

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| S00472           | Ath River Basin Outreach Coord               | R2       |
| S00478           | Collections Mngnt Archival Tec               | R2       |
| S00485           | Student & Acad Svs Web Asst                  | R2       |
| 10049            | Administrative Assistant                     | R3       |
| 10052            | Reception & Administrative Support           | R3       |
| 10168            | Research Assistant                           | R3       |
| 10169            | Archives & Records Management Intern         | R3       |
| 10231            | Copyright & Ejournal Assistant               | R3       |
| 10328            | Administrative Assistant                     | R3<br>R3 |
| 10339            | PMO Governance & Training Administration     |          |
| 10361            | Junior Enrolment Services Assistant          | R3<br>R3 |
| S00017           | Admin Assist Undergrad                       | R3       |
| S00024           | Mail Logistics Clerk                         |          |
| S00027           | Administrative Assistant                     | R3       |
| S00048           | Bindery Operator                             | R3       |
| S00050           | Security Guard                               | R3       |
| S00078           | Communications Technician                    | R3       |
| S00083           | Accounting Clerk                             | R3       |
| S00086           | Admin Assistant                              | R3       |
| S00088           | Customer Service Rep                         | R3       |
| S00114           | Evaluations Assistant                        | R3       |
| S00121           | Electronic Imaging Technician                | R3       |
| S00128           | Student Recruitment Representative           | R3       |
| S00148           | Library Clerk - Circulation                  | R3       |
| S00163           | Secretary  Advis Asst                        | R3       |
| S00181           | Admin Asst                                   | R3       |
| S00184           | Admin Asst, CNHS                             | R3       |
| S00200           | General Serv/Microfilm Assist                | R3       |
| S00202           | Admin Asst                                   | R3       |
| S00248           | General Svcs Asst                            | R3       |
| S00274           | Information/Exams Asst                       | R3       |
| S00320           | Copyright Assistant                          | R3       |
| S00344           | Reception / Information Assistant            | R3       |
| S00375           | Admin Asst                                   | R3       |
| S00378           | Historical Interpreter                       | R3       |
| S00380           | Events Spec/Historical Interpreter           | R3       |
| S00382           | Evaluations Assistant                        | R3       |
| S00405           | Program Asst, Hist Farm Prog.                | R3       |
| S00414           | Copyright & Elec Jrnl Assistant              | R3       |
| S00430           | Administrative Assistant                     | R3       |
| S00431           | Information/Exams Asst                       | R3       |
| S00432           | Information Asst Learning Link               | R3       |
| S00433<br>S00435 | Building Systems Operator Asst<br>Admin Asst | R3<br>R3 |
| S00444           |  | R3       |
|                  | Jr. Exam Clerk Distribution Clork            |          |
| S00025           | Distribution Clerk Course Materials Receiver | R4       |
| S00028           | Course Materials Receiver<br>Mailroom Asst   | R4       |
| S00047           | Distribution Clerk                           | R4       |
| S00080<br>S00119 |  | R4       |
| S00119<br>S00146 | Distribution Clerk Distribution Clerk        | R4       |
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| S00190 | Course Materials Receiver   | R4 |
|--------|-----------------------------|----|
| S00203 | Data Entry Clerk            | R4 |
| S00242 | Grad Admissions Clerk       | R4 |
| S00262 | Distribution Clerk          | R4 |
| S00267 | Data Entry Clerk            | R4 |
| S00455 | Mail Logistics Clerk        | R4 |
| S00463 | Distribution Clerk          | R4 |
| 10346  | Research Assistant          | R5 |
| 10347  | Research Assistant          | R5 |
| 10348  | Research Assistant          | R5 |
| S00397 | Gallery and Lab Interpreter | R5 |

# SCHEDULE "C"

# SUPPORT STAFF CLASSIFICATION SYSTEM

# For Information Only

# **Point Bands**

| Effective July 1, 1999 |           |  |
|------------------------|-----------|--|
| Range 1                | 200+      |  |
| Range 2                | 170 - 195 |  |
| Range 3                | 140 - 165 |  |
| Range 4                | 100 - 135 |  |
| Range 5                | 1 - 95    |  |

# **Factor Definitions**

# **Context and Complexity** (nature of work)

The Required Degrees: refer to the difficulty of the work, number, diversity and specialization of guidelines and procedures, which govern the functions of the position.

The Optional Degrees: consider the number of people the position supports, job pressure and physical effort.

### **Work Problems** (work challenge)

*The Required Degrees*: refer to the difficulty, diversity and recurrence (routine vs. non-routine nature) of problems encountered in performing the job.

*The Optional Degrees*: considers the degree of uncertainty and the need for creativity in solving these problems.

### **Authority** (responsibility, accountability)

The Required Degrees: refer to the amount of direction and control provided to the position from personal supervision, and/or practices and precedents, as well as the type of direction the position provides to others.

The Optional Degrees: consider supervision of staff and the impact (in terms of money, public image, time) of errors.

#### **Contacts**

*The Required Degrees*: refer to the nature and purposes of the most frequent communications with others, both internal and external to the organization.

The Optional Degrees: consider the sensitivity of information and public relations components of the role.

### **Knowledge and Skills**

The Required Degrees: refer to the knowledge and skills; competencies, training and experience required to effectively perform the work.

The Optional Degrees: consider the degree of required people and supervisory skills.

# **Job Evaluation Factors**

# **Context and Complexity – Required Factors**

| Points | Degree | Required Evaluation Factor  | Benchmarks/Examples   |
|--------|--------|---|---|
| 5      | D      | Work is routine. Follows detailed step by step procedures in almost all aspects of the work. May use basic computer programs and/or operate commonly used equipment.  | Incumbent follows step-by-step instructions regarding sorting, filing, computer systems, or operating commonly used equipment, (e.g. lawnmowers).   |
| 15     | С      | Performs duties according to standard instructions and established routines in most aspects of the work. Uses basic computer programs and/or operates commonly used equipment.  | Simultaneously organizes and processes routine activities. Demonstrates flexibility in selection of best methods, good organization and time management skills, within defined guidelines. Position must be familiar with all warehouse, shipping and mail distribution equipment and work within specified deadlines. Troubleshoots all types of postal machines. Must understand/apply policies relative to work (e.g. Mailroom and Courier policies).  |
| 25     | В      | Work requires a number of different or complex processes. Performs work using somewhat complex or diversified policies and procedures. Uses a variety of equipment, computer hardware and software programs.  | Simultaneously organizes and processes related activities with identified deadlines. Performs a number of functions using several complex or different types of equipment, systems, or a number of different policies. Position faces competing and strict deadlines. Must have a thorough working knowledge of digital imaging systems and various University electronic systems used to scan, edit, format, store and organize documents into standard University manuscripts. Position uses broad knowledge of University policies and procedures to provide information in response to questions.   |
| 35     | A      | Work is diversified and complex. Performs a wide range of duties using substantially diversified and complex policies, procedures, and specialized standards. Uses a wide variety of complex computer software and hardware, specialized equipment and techniques to produce results. | Requires in-depth knowledge of complex policies and/or a broad range of systems to simultaneously perform a variety of activities in a fast-paced environment where deadlines are strictly enforced. Position must be knowledgeable about telephones, network, Banner, PC operational systems, hardware and connectivity issues, to prioritize and resolve technology problems and requests under very tight and competing deadlines. The position uses knowledge of departmental policies and understanding of other University policies and procedures to assess and determine the application of policies in a variety of individual situations. |

# **Context and Complexity – Optional Factors**

| Points | Degree | Required Evaluation Factor  | Benchmarks/Examples  |
|--------|--------|---|--|
| 5      | 1      | Sets priorities based on input and direction from two or more people on a daily basis.  | The position prioritizes work based on requirements from different clients/departments.                  |
| 10     | 2      | Sets priorities based on guidance<br>and direction from a substantial<br>number (five or more) of people on<br>a daily basis.       | The position receives input from a number of people.   |
| 5      | 3      | Works under constant pressure.<br>Regularly responds to changing<br>priorities and enforced deadlines.                              | Numerous people who all expect their problems to be resolved as first priority can contact the position. |
| 5      | 4      | Works involves physical effort or<br>hazardous working conditions, or<br>use of specialized equipment,<br>where safety is a factor. | The position must consider safety when operating a forklift.   |

# **Work Problems - Required Factors**

| Points | Degree | Required Evaluation Factor   | Benchmarks/Examples   |
|--------|--------|--|---|
| 5      | D      | Work problems are very routine in nature. Problems are clearly defined by procedures with any exceptions referred to the supervisor.   | Seeks help from established job procedures or others to resolve all problems. Checks procedural information regarding filing questions or questions about mail outs. Seeks assistance from other staff or supervisor regarding equipment problems (e.g. with lawnmowers).   |
| 15     | С      | Work problems are routine in nature and are solved by choosing from a limited number of options.   | Solves related problems by reviewing policies, standards, and past practices. Position determines most appropriate shipping methods by referring to Courier Policy, shipping schedule and postal requirements. Position works with confidential issues using knowledge of <i>Freedom of Information and Privacy Act</i> and functions of the departmental unit.             |
| 25     | В      | Work problems are diverse and may require research, assessment of information and knowledge of; policies, past precedent, and/or knowledge related to the use of specialized equipment, or computer programs to resolve. | Assesses problems through research, review of past practices, and use of reference material. Position refers to software documentation manuals to solve file manipulation and advanced coding problems. Position locates rights holders via Internet searches and by maintaining and updating a large contacts database.  |
| 35     | A      | Work problems are variable and may require analytical, interpretive skills and /or knowledge related to the use of diverse, specialized equipment, or computer programs to resolve.                                      | Solves problems where established policies or standards may not be available. Position prioritizes problems and uses specialized administrative and/or technical knowledge to solve problems (troubleshooting) in a variety of systems or situations. Position must understand the processes behind routine systems errors and interpret data to conduct variance analysis. |

# **Work Problems - Optional Factors**

| Points | Degree | Required Evaluation Factor   | Benchmarks/Examples  |
|--------|--------|--|--|
| 5      | 1      | Environment is characterized by unusually rapid change and uncertainty.  | Position frequently multi-tasks, adjusting to ongoing changes in formats requiring detailed compliance, and prioritizes incoming requirements against current work.  |
| 5      | 2      | Ability to creatively develop or manipulate concepts and/or technical systems is an important aspect of the job. | Position manipulates technical and legal requirements, with an understanding of equipment functions, to ensure documents are properly laid out. Uses artistic or design principles to develop functional and eye-catching presentation formats or displays.  |
| 5      | 3      | Must recognize anomalies and find solutions when established standards are not a guide.                          | The position must identify situations, (e.g. extension requests) which require special consideration and are not covered under established policies. Identify a problem in moving or storing unusual data or materials which requires a unique process to resolve problem, deviating from standard procedures. |

# **Authority – Required Factors**

| Points | Degree | Required Evaluation Factor   | Benchmarks/Examples   |
|--------|--------|--|---|
| 5      | D      | Performs duties according to detailed instructions under close supervision. Very limited opportunity to exercise discretion.   | Operates selected types of routine technical or office equipment. Position performs tasks in keeping with established procedures.   |
| 15     | С      | Performs duties according to<br>standard instructions and<br>established work routines or<br>frequent supervision. Limited<br>choice of action primarily on<br>sequence and correctness.   | Determines best methods of performing the job within established procedures. Provides accurate and complete data entry and records. The position is responsible for accuracy and integrity of information filmed and relayed to staff. The position determines best method of shipping and operating equipment.   |
| 25     | В      | Performs duties defined by established practices and procedures. Receives supervision of progress and results. Opportunities for independent judgment typically affecting quality and precision of work and are based on clearly defined alternatives in established practices, procedures, and equipment functioning. | Interprets and communicates policy to internal and external parties. Uses knowledge of past precedent and policies to correct errors. Can refuse to process documentation that does not conform to policy. Applies discretion on exceptions to specific practices or procedures. The position advises and educates staff regarding AU practices and procedures. The position corrects coding errors and has the authority to process, or refuse to process, expense claims. |
| 35     | A      | Performs most duties on own following accepted practices, policies or precedents. Receives general supervisory review upon completion of projects.  Opportunities for considerable independent judgment with most instances covered by precedent.  | Solely responsible for a function or area. Independent judgment may be required in applying University policies and procedures. Position is responsible for overall operations and ensuring modifications to installations are in accordance with building codes. The position makes decisions regarding exceptions to some aspects of departmental policies.   |

# **Authority – Optional Factors**

| Points | Degree | Required Evaluation Factor   | Benchmarks/Examples  |
|--------|--------|--|--|
| 5      | 1      | Supervision of casual/contract staff.  | The position hires and provides work direction to casual staff, (surveyors, groundskeepers, convocation etc.).   |
| 5      | 2      | Full supervision of one full-time permanent and/or temporary staff member OR training of regular staff.  | The position supervises and has authority to hire and conduct performance reviews. The position provides work guidance to other employees and may act as the team lead for a work group.   |
| 10     | 3      | Full supervision of two or more full-time permanent and/or temporary staff.  | The position supervises and has authority to hire and conduct performance reviews for multiple employees in a work group.  |
| 5      | 4      | Errors may cause inaccuracies in reports, delays in succeeding operations, minor embarrassment in client, public or employee relations, or minor financial or safety loss. | Errors made by the position can cause financial loss to AU. The position must operate equipment so as not to harm other staff or equipment.  |
| 10     | 5      | Errors may cause substantial delays, deterioration in client, public or employee relations. May be difficult to correct. Have measurable financial or safety impact.       | Position must ensure that electrical and mechanical systems are operated safely and avoid their breakdowns. The position must ensure that all copyright requirements are fulfilled, to prevent infringements on copyrights that could lead to financial loss, or deteriorations in public relations. |

# **Contacts – Required Factors**

| Points | Degree | Required Evaluation Factor   | Benchmarks/Examples  |
|--------|--------|--|--|
| 5      | D      | Uses courtesy in giving and receiving information. Contacts are with staff primarily within the work unit.   | Contact is incidental to the major focus of the position and is usually with immediate coworkers. Position provides updates on progress to co-workers/supervisor. Position works on his/her own with minimal contact other than with immediate coworkers.  |
| 15     | С      | Uses tact to exchange and/or explain information. Contacts are with staff, students or outside agencies.   | Regularly exchanges information regarding day-<br>to-day operational matters. Explains<br>policies/processes. Discusses, clarifies work to be<br>completed. The position communicates with<br>editors regarding styles, consistency of text<br>presentation, and punctuation. The position<br>communicates with contractors regarding repairs.   |
| 25     | В      | Uses investigative skills and tact to gather and provide information, discuss and solve problems, and make recommendations. Contacts are with internal/external individuals typically at more senior levels. | Uses questioning, listening skills and sensitivity to communicate responses to questions regarding policies and processes. Interprets policy and may make exceptions to the norm. Contacts may include staff, students, supervisors/managers, directors and external equivalents. The position questions (prospective) students who request exceptions to policies and then communicates the recommendations. The position assesses space needs and recommends plans to directors. |
| 35     | A      | Uses judgment and tact in order to discuss problems and obtain approval and/or agreement.  | Communicates using judgment, analytical skills and sensitivity and makes recommendations to policy and procedural changes. Contacts may include senior management and executive and external equivalents.  |

# **Contacts – Optional Factors**

| Points | Degree | Required Evaluation Factor  | Benchmarks/Examples  |
|--------|--------|---|--|
| 5      | 1      | Handles material, which is more sensitive or confidential than normal for jobs in that range.   | The position has access to student records and personal information about staff (hiring, performance records, pay), and maintains confidentiality in accordance with PIPEDA standards. The position has access to security procedures governing the privacy of related University information and records. |
| 5      | 2      | Act as a spokesperson and/or involved in developing contractual obligations in a very limited area. Takes action based on information received. | The position is the spokesperson for AU on the Alberta Student Awards and Financial Aid Personnel Association. The position may develop contracts for the purchase of specific goods that have been confidentially priced under tender.  |
| 5      | 3      | Contact with the public is a major focus of the position (large numbers of people may be influenced).   | The position is the first point of contact for prospective and current students, providing detailed information about programs and services  |

# **Knowledge and Skills - Required Factors**

| Points | Degree | Required Evaluation Factor  | Benchmarks/Examples  |
|--------|--------|---|--|
| 10     | D      | Knowledge and skills typically acquired through high school diploma. Familiar with standardized work practices in offices or other settings. May use simple equipment.  | High school diploma with some previous employment. May be a training level position to gain on-the-job experience.   |
| 30     | С      | Knowledge and skills typically acquired through high school diploma. Some post-secondary education or some related experience provides proficiency in the use of specialized equipment such as computer software or hardware.                     | High school diploma with some post-secondary and related (e.g. general office, warehouse) experience, providing exposure to the use of Microsoft Word or Excel programs, or various pieces of warehouse equipment. |
| 50     | В      | Specialized formal knowledge and skills (usually non-theoretical), typically acquired through a two-year diploma or certificate from an accredited post secondary institution, OR equivalent related work experience.                             | Two year diploma (e.g. in Computer Science,<br>Accounting, Business, or Records Management)<br>and related experience OR equivalent knowledge<br>acquired through directly related experience.                     |
| 70     | A      | Specialized/analytical expertise requiring a grasp of theory and principles in several areas, is typically acquired through a university degree or four year diploma, OR equivalent related work experience, OR journeyman's trade certification. | University degree, trade certificate with related experience.  |

# **Knowledge and Skills - Optional Factors**

| Points | Degree | Required Evaluation Factor  | Benchmarks/Examples  |
|--------|--------|---|--|
| 5      | 1      | People skills – sensitivity, ability to influence and/or provide good customer service are important components of the job. | Position advises staff of policies, procedures and any adjustments required, seeks authorization, and clarifies documentation or decisions.                        |
| 10     | 2      | People skills – exceptionally high volume and range of people management skills are important components of the job.        | The focus of the position is to tactfully respond to queries from current or prospective students who may be challenged about their particular needs or situation. |
| 5      | 3      | Basic supervisory skills or skills for work guidance of operational staff are required.                                     | The position supervises, or provides work direction for several staff.   |
| 10     | 4      | Advanced supervisory skills are a major component of the job.   | Positions have responsibility for the day-to-day operations of their unit and its performance in meeting department objectives.                                    |

# **Classification Appeals**

The policy that describes the classification appeals is found at the following URL:

 $http://www.athabascau.ca/policy/human resources/080\_005.htm$ 

### Between

The Governors of Athabasca University

And

The Alberta Union of Provincial Employees, Local 069

# Re: Amended Salaries - Schedule "A"

The parties agree as follows:

Whereas the ratified and printed July 1, 2020 to June 30, 2024 Collective Agreement contains inadvertent rounding errors in the Salaries – Schedule "A" for a number of Classes and Levels, the following attached Salaries – Schedule "A" shall be substituted for the electronic and print versions of the aforementioned collective agreement.

This Letter of Understanding will remain in effect for the life of the collective agreement.

| ON BEHALF OF THE GOVERNORS<br>OF ATHABASCA UNIVERSITY | ON BEHALF OF THE ALBERTA UNION OF PROVINCIAL EMPLOYEES |
|---|--|
| fatal!  | Co South   |
| - 1 1986 - 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1        |  |
| June 09, 2023   | June 8, 2023   |
| Date  | Date   |

# July 1, 2020 to March 31, 2023

| <u>Class</u>                 | <u>Minimum</u>                 | Maximum                        | LSI 1                          | <u>LSI 2</u>                   | LSI3                           | <u>LSI4</u>                    | Points Band |
|------------------------------|--------------------------------|--------------------------------|--------------------------------|--------------------------------|--------------------------------|--------------------------------|-------------|
| Range 5                      |                                |                                |                                |                                |                                |                                |             |
| Annual<br>Biweekly<br>Hourly | 31,012.41<br>1,192.79<br>17.04 | 45,019.44<br>1,731.52<br>24.74 | 45,689.73<br>1,757.30<br>25.10 | 46,370.01<br>1,783.46<br>25.48 | 47,060.41<br>1,810.02<br>25.86 | 47,761.10<br>1,836.97<br>26.24 | 1-95        |
| Range 4                      |                                |                                |                                |                                |                                |                                |             |
| Annual<br>Biweekly<br>Hourly | 35,236.70<br>1,355.26<br>19.36 | 51,369.59<br>1,975.75<br>28.23 | 52,134.43<br>2,005.17<br>28.65 | 52,910.66<br>2,035.03<br>29.07 | 53,698.45<br>2,065.33<br>29.50 | 54,497.96<br>2,096.08<br>29.94 | 100 - 135   |
| Range 3                      |                                |                                |                                |                                |                                |                                |             |
| Annual<br>Biweekly<br>Hourly | 37,885.47<br>1,457.13<br>20.82 | 57,813.85<br>2,223.61<br>31.77 | 58,674.65<br>2,256.72<br>32.24 | 59,548.26<br>2,290.32<br>32.72 | 60,434.88<br>2,324.42<br>33.21 | 61,334.69<br>2,359.03<br>33.70 | 140 - 169   |
| Range 2                      |                                |                                |                                |                                |                                |                                |             |
| Annual<br>Biweekly<br>Hourly | 40,557.07<br>1,559.89<br>22.28 | 64,211.08<br>2,469.66<br>35.28 | 65,167.12<br>2,506.43<br>35.81 | 66,137.40<br>2,543.75<br>36.34 | 67,122.12<br>2,581.62<br>36.88 | 68,121.50<br>2,620.06<br>37.43 | 170 - 195   |
| Range 1                      |                                |                                |                                |                                |                                |                                |             |
| Annual<br>Biweekly<br>Hourly | 43,297.16<br>1,665.28<br>23.79 | 70,984.62<br>2,730.18<br>39.00 | 72,041.51<br>2,770.83<br>39.58 | 73,114.14<br>2,812.08<br>40.17 | 74,202.74<br>2,853.95<br>40.77 | 75,307.55<br>2,896.44<br>41.38 | 200 +       |

# April 1, 2023 to November 30, 2023

| <u>Class</u>                 | <u>Minimum</u>                 | <u>Maximum</u>                 | LSI 1                          | <u>LSI 2</u>                   | LSI3                           | <u>LSI4</u>                    | Points Band |
|------------------------------|--------------------------------|--------------------------------|--------------------------------|--------------------------------|--------------------------------|--------------------------------|-------------|
| Range 5                      |                                |                                |                                |                                |                                |                                |             |
| Annual<br>Biweekly<br>Hourly | 31,400.07<br>1,207.70<br>17.25 | 45,582.18<br>1,753.16<br>25.05 | 46,260.85<br>1,779.26<br>25.42 | 46,949.64<br>1,805.76<br>25.80 | 47,648.67<br>1,832.64<br>26.18 | 48,358.11<br>1,859.93<br>26.57 | 1-95        |
| Range 4                      |                                |                                |                                |                                |                                |                                |             |
| Annual<br>Biweekly<br>Hourly | 35,677.16<br>1372.20<br>19.60  | 52,011.71<br>2,000.45<br>28.58 | 52,786.11<br>2,030.24<br>29.00 | 53,572.04<br>2,060.46<br>29.44 | 54,369.68<br>2,091.14<br>29.87 | 55,179.18<br>2,122.28<br>30.32 | 100 - 135   |
| Range 3                      |                                |                                |                                |                                |                                |                                |             |
| Annual<br>Biweekly<br>Hourly | 38,359.04<br>1,475.35<br>21.08 | 58,536.52<br>2,251.40<br>32.16 | 59,408.08<br>2,284.93<br>32.64 | 60,292.61<br>2,318.95<br>33.13 | 61,190.32<br>2,353.47<br>33.62 | 62,101.37<br>2,388.51<br>34.12 | 140 - 169   |
| Range 2                      |                                |                                |                                |                                |                                |                                |             |
| Annual<br>Biweekly<br>Hourly | 41,064.03<br>1,579.39<br>22.56 | 65,013.72<br>2,500.53<br>35.72 | 65,981.71<br>2,537.76<br>36.25 | 66,964.12<br>2,575.54<br>36.79 | 67,961.15<br>2,613.89<br>37.34 | 68,973.02<br>2,652.81<br>37.90 | 170 - 195   |
| Range 1                      |                                |                                |                                |                                |                                |                                |             |
| Annual<br>Biweekly<br>Hourly | 43,838.37<br>1,686.09<br>24.09 | 71,871.93<br>2,764.31<br>39.49 | 72,942.03<br>2,805.46<br>40.08 | 74,028.07<br>2,847.23<br>40.67 | 75,130.27<br>2,889.63<br>41.28 | 76,248.89<br>2,932.65<br>41.90 | 200 +       |

# December 1, 2023 to February 28, 2024

| Class                        | Minimum                                     | <u>Maximum</u>                 | LSI 1                          | <u>LSI 2</u>                   | LSI3                           | LSI4                           | Points Band |
|------------------------------|---|--------------------------------|--------------------------------|--------------------------------|--------------------------------|--------------------------------|-------------|
| Range 5                      |   |                                |                                |                                |                                |                                |             |
| Annual<br>Biweekly<br>Hourly | 31,871.07<br><mark>1,225.81</mark><br>17.51 | 46,265.91<br>1,779.46<br>25.42 | 46,954.76<br>1,805.95<br>25.80 | 47,653.88<br>1,832.84<br>26.18 | 48,363.40<br>1,860.13<br>26.57 | 49,083.48<br>1,887.83<br>26.97 | 1-95        |
| Range 4                      |   |                                |                                |                                |                                |                                |             |
| Annual<br>Biweekly<br>Hourly | 36,212.32<br>1,392.78<br>19.90              | 52,791.89<br>2,030.46<br>29.01 | 53,577.90<br>2,060.69<br>29.44 | 54,375.62<br>2,091.37<br>29.88 | 55,185.23<br>2,122.51<br>30.32 | 56,006.87<br>2,154.11<br>30.77 | 100 - 135   |
| Range 3                      |   |                                |                                |                                |                                |                                |             |
| Annual<br>Biweekly<br>Hourly | 38,934.43<br>1,497.48<br>21.39              | 59,414.57<br>2,285.18<br>32.65 | 60,299.20<br>2,319.20<br>33.13 | 61,197.00<br>2,353.73<br>33.62 | 62,108.17<br>2,388.78<br>34.13 | 63,032.89<br>2,424.34<br>34.63 | 140 - 169   |
| Range 2                      |   |                                |                                |                                |                                |                                |             |
| Annual<br>Biweekly<br>Hourly | 41,679.99<br>1,603.08<br>22.90              | 65,988.93<br>2,538.04<br>36.26 | 66,971.44<br>2,575.82<br>36.80 | 67,968.58<br>2,614.18<br>37.35 | 68,980.57<br>2,653.10<br>37.90 | 70,007.62<br>2,692.60<br>38.47 | 170 - 195   |
| Range 1                      |   |                                |                                |                                |                                |                                |             |
| Annual<br>Biweekly<br>Hourly | 44,495.95<br>1,711.38<br>24.45              | 72,950.01<br>2,805.77<br>40.08 | 74,036.16<br>2,847.54<br>40.68 | 75,138.49<br>2,889.94<br>41.28 | 76,257.22<br>2,932.97<br>41.90 | 77,392.62<br>2,976.64<br>42.52 | 200 +       |

Salaries Schedule "A"

# February 29, 2024 - (only if applicable - See Page 60)

| <u>Class</u>                 | <u>Minimum</u>                 | <u>Maximum</u>                 | LSI 1                          | <u>LSI 2</u>                   | LSI3                           | <u>LSI4</u>                    | Points Band |
|------------------------------|--------------------------------|--------------------------------|--------------------------------|--------------------------------|--------------------------------|--------------------------------|-------------|
| Range 5                      |                                |                                |                                |                                |                                |                                |             |
| Annual<br>Biweekly<br>Hourly | 32,030.43<br>1,231.94<br>17.60 | 46,497.24<br>1,788.36<br>25.55 | 47,189.53<br>1,814.98<br>25.93 | 47,892.15<br>1,842.01<br>26.31 | 48,605.22<br>1,869.43<br>26.71 | 49,328.90<br>1,897.27<br>27.10 | 1-95        |
| Range 4                      |                                |                                |                                |                                |                                |                                |             |
| Annual<br>Biweekly<br>Hourly | 36,393.38<br>1,399.75<br>20.00 | 53,055.85<br>2,040.61<br>29.15 | 53,845.79<br>2,070.99<br>29.59 | 54,647.50<br>2,101.83<br>30.03 | 55,461.16<br>2,133.12<br>30.47 | 56,286.90<br>2,164.88<br>30.93 | 100 - 135   |
| Range 3                      |                                |                                |                                |                                |                                |                                |             |
| Annual<br>Biweekly<br>Hourly | 39,129.10<br>1,504.97<br>21.50 | 59,711.64<br>2,296.60<br>32.81 | 60,600.70<br>2,330.80<br>33.30 | 61,502.99<br>2,365.50<br>33.79 | 62,418.71<br>2,400.72<br>34.30 | 63,348.05<br>2,436.46<br>34.81 | 140 - 169   |
| Range 2                      |                                |                                |                                |                                |                                |                                |             |
| Annual<br>Biweekly<br>Hourly | 41,888.39<br>1,611.09<br>23.02 | 66,318.87<br>2,550.73<br>36.44 | 67,306.30<br>2,588.70<br>36.98 | 68,308.42<br>2,627.25<br>37.53 | 69,325.47<br>2,666.36<br>38.09 | 70,357.66<br>2,706.06<br>38.66 | 170 - 195   |
| Range 1                      |                                |                                |                                |                                |                                |                                |             |
| Annual<br>Biweekly<br>Hourly | 44,718.43<br>1,719.94<br>24.57 | 73,314.76<br>2,819.80<br>40.28 | 74,406.34<br>2,861.78<br>40.88 | 75,514.18<br>2,904.39<br>41.49 | 76,638.51<br>2,947.64<br>42.11 | 77,779.58<br>2,991.52<br>42.74 | 200 +       |