| Article # | Title | Sign Off Date | Old Language | New Language |
| --- | --- | --- | --- | --- |
|  | Preamble |  |  | Current |
| 1 | Definitions | December 9, 2021 | 1.01 In this Agreement, unless the context otherwise requires:  (a) A word used in the masculine gender applies also in the feminine;  (b) A word used in the singular may also apply in the plural;  (c) "Act" means The Public Service Employee Relations Act;  (d) "President" means the Chief Executive Officer of Olds College;  (e) "Local" means Local 071/002 of The Alberta Union of Provincial Employees;  (f) "Employer" means the Board of Governors of Olds College; and  (g) "Union" means The Alberta Union of Provincial Employees.  (h) “Employee” shall mean a person employed by the Employer on the following basis:  (i) A Regular Full-time Employee is one who is appointed to a Regular Full-time position and who is scheduled to work on a regular basis whose hours of work are specified in Article 13.  (ii) A Regular Part-time Employee is one who is appointed to a Regular Part-time position and who is scheduled to work on a regular basis, but:  (a) whose hours of work are less than those specified in the Hours of Work, Article 13; or  (b) whose working period during each year is less than twelve (12) months in length.  (iii) A “Temporary Employee” is one who is hired for a period of twelve (12) months and up to eighteen (18) months when used to cover a maternity/parental leave or less to perform duties not considered to be of an indefinite, continuing nature. Where such employee is to be continued in the position, the position shall be designated either regular fulltime or regular part-time unless the temporary employment period of the Employee is extended with the mutual consent of the Employer and the Union**.**  (iv) A “Temporary Employee” is one who is hired for a period of twelve (12) months or more where the position is for a finite term of up to three (3) years and where the funding for the position comes from external sources. The Employer will communicate with the Union on any such positions that are established. Where such position is to be continued beyond three (3) years, the temporary employment period may be extended by mutual agreement between the Employer and the Union.  (v) A “Casual Employee” is one who cannot be defined as a Regular Full-time, Regular Part-time or a Temporary Employee. Casual Employees will not be employed to perform work that is known to be of a Regular Full-time, Regular Part-time or Temporary nature. Casual Employees will have no guarantee of either continued hours or duration of employment.  (i) “Probationary Employee” -All Regular Employees covered by this Agreement shall be considered a Probationary Employee until he has completed his probation period as stipulated in Article 19.  (j) “Probationary Period” -the probationary period for all classifications covered by this Agreement shall be six (6) or twelve (12) calendar months as stipulated in Article 19.  (k) “Calendar Day” means the time from midnight to midnight.  (l) “Students” -a student is any person who was registered as a student in the previous academic year and/or who will be attending an educational institution in the following academic year.  (m) “Union Representative” – a person employed by the Alberta Union of Provincial Employees act on behalf of the Union. | 1.01 In this Agreement, unless the context otherwise requires:  ~~(a) A word used in the masculine gender applies also in the feminine;~~  (~~b~~ **a**) A word used in the singular may also apply in the plural;  (~~c~~ **b**) "Act" means The Public Service Employee Relations Act;  (~~d~~ **c**) "President" means the Chief Executive Officer of Olds College;  (~~e~~ **d**) "Local" means Local 071/002 of The Alberta Union of Provincial Employees;  (~~f~~ **e**) "Employer" means the Board of Governors of Olds College; and  (~~g~~ **f**) "Union" means The Alberta Union of Provincial Employees.  (~~h~~ **g**) “Employee” shall mean a person employed by the Employer on the following basis:  (i) A Regular Full-time Employee is one who is appointed to a Regular Full-time position and who is scheduled to work on a regular basis whose hours of work are specified in Article 13.  (ii) A Regular Part-time Employee is one who is appointed to a Regular Part-time position and who is scheduled to work on a regular basis, but:  (a) whose hours of work are less than those specified in the Hours of Work, Article 13; or  (b) whose working period during each year is less than twelve (12) months in length.  (iii) A “Temporary Employee” is one who is hired for a period of twelve (12) months and up to eighteen (18) months when used to cover a maternity/parental leave or less to perform duties not considered to be of an indefinite, continuing nature. Where such employee is to be continued in the position, the position shall be designated either regular fulltime or regular part-time unless the temporary employment period of the Employee is extended with the mutual consent of the Employer and the Union**.**  (iv) A “Temporary Employee” is one who is hired for a period of twelve (12) months or more where the position is for a finite term of up to three (3) years ~~and~~ **or** where the funding for the position comes from external sources. The Employer will communicate with the Union on any such positions that are established. Where such position is to be continued beyond three (3) years, the temporary employment period may be extended by mutual agreement between the Employer and the Union.  (v) A “Casual Employee” is one who cannot be defined as a Regular Full-time, Regular Part-time or a Temporary Employee. Casual Employees will not be employed to perform work that is known to be of a Regular Full-time, Regular Part-time or Temporary nature. Casual Employees will have no guarantee of either continued hours or duration of employment.  (~~i~~ **h**) “Probationary Employee” -All Regular Employees covered by this Agreement shall be considered a Probationary Employee until ~~he has~~ **they have** completed ~~his~~ **their** probation period as stipulated in Article 19.  (~~j~~ **i**) “Probationary Period” -the probationary period for all classifications covered by this Agreement shall be six (6) or twelve (12) calendar months as stipulated in Article 19.  (~~k~~ **j**) “Calendar Day” means the time from midnight to midnight.  (~~l~~ **k**) “Students” -a student is any person who was registered as a student in the previous academic year and/or who will be attending an educational institution in the following academic year.  (~~m~~ **l**) “Union Representative” – a person employed by the Alberta Union of Provincial Employees act on behalf of the Union.  **(m) “Union Steward” – means an Employee in the bargaining unit who is elected or appointed by the Employees in the bargaining unit to act on behalf of those Employees.**  **(n) “Chapter Chairperson” – Component Officer of the Union elected by the Chapter membership.** |
| 2 | Application | May 6, 2022 | 2.01 This Collective Agreement applies to the following Employees on the following basis:  (a) Regular Full-time Employee:  Regular Full-time Employees shall receive all terms and conditions of this Agreement unless otherwise specified herein.  (b) Regular Part-time Employee:  (i) Regular Part-time Employees shall receive all terms and conditions of this Agreement on a pro rata basis, where applicable, unless otherwise specified herein.  (ii) Notwithstanding the above, where a position becomes vacant as a result of the incumbent commencing on long term disability, or leave without pay over seventy (70) workdays, and the vacant position necessitates a replacement, the replacement Employee will be classified the same as the incumbent. The Employer will give ten (10) work days advance notice of the termination of acting incumbency.  (c) Temporary Employee:  (i) Except as otherwise provided in this Agreement, Temporary Employees shall not be entitled to any other provisions of this Agreement other than those dealing with Wage Rates, Hours of Work, Overtime, Union Dues, Shift Differential, Call-out Pay, Reporting Pay and Attendance, where applicable;  (ii) Temporary Employees shall be paid in addition to their regular rate of pay fourteen percent (14%) of their earnings in lieu of vacation and named statutory holidays.  (iii) Temporary Employees shall not be used to circumvent the establishment of Regular positions.  (d) Residence Deans:  Persons employed as Deans of Residence will not be entitled to provisions applying to Call Back Pay, Reporting Pay, Standby Pay and Shift Differential.  (e) Probationary Employee:  A Probationary Employee shall be entitled to all the terms and conditions of employment under this Agreement unless otherwise specified.  (f) Casual Employee:  (i) Persons employed as Casual Employees shall be entitled to the same provisions of this Agreement as provided for Temporary Employees in 2.01 (c)(i);  (ii) Casual Employees shall be paid in addition to their regular rate of pay 14% in lieu of vacation and named statutory holidays;  (iii) Casual Employees shall not be used to circumvent the establishment of Regular positions.  2.02 Except as provided for in this Article, none of the provisions of this Agreement shall apply to the employment of Students at the College.  2.03 Students who are employed in positions designated as student jobs as set out in Schedule “D” during the time when they are not enrolled in programs at the College shall pay union dues in accordance with Article 4 of the Agreement.  2.04 Students shall not be employed by the College in circumstances where it would result in the layoff, position abolishment, reduction in hours of work, or replacement of Employees governed by this Agreement. | 2.01 This Collective Agreement applies to the following Employees on the following basis:  (a) Regular Full-time Employee:  Regular Full-time Employees shall receive all terms and conditions of this Agreement unless otherwise specified herein.  (b) Regular Part-time Employee:  (i) Regular Part-time Employees shall receive all terms and conditions of this Agreement on a pro rata basis, where applicable, unless otherwise specified herein.  (ii) Notwithstanding the above, where a position becomes vacant as a result of the incumbent commencing on long term disability, or leave without pay over seventy (70) workdays, and the vacant position necessitates a replacement, the replacement Employee will be classified the same as the incumbent. The Employer will give ten (10) work days advance notice of the termination of acting incumbency.  (c) Temporary Employee:  (i) Except as otherwise provided in this Agreement, Temporary Employees shall not be entitled to any other provisions of this Agreement other than those dealing with Wage Rates, Hours of Work, Overtime, Union Dues, Shift Differential, Call-out Pay, Reporting Pay and Attendance, where applicable;  (ii) Temporary Employees shall be paid in addition to their regular rate of pay fourteen percent (14%) of their earnings in lieu of vacation and named statutory holidays.  (iii) Temporary Employees shall not be used to circumvent the establishment of Regular positions.  (d) Residence ~~Deans~~ **Life Coordinator Art**:  Persons employed as ~~Deans of~~ Residence **Life Coordinator Art** will not be entitled to provisions applying to Call Back Pay, Reporting Pay, Standby Pay and Shift Differential.  (e) Probationary Employee:  A Probationary Employee shall be entitled to all the terms and conditions of employment under this Agreement unless otherwise specified.  (f) Casual Employee:  (i) Persons employed as Casual Employees shall be entitled to the same provisions of this Agreement as provided for Temporary Employees in 2.01 (c)(i);  (ii) Casual Employees shall be paid in addition to their regular rate of pay 14% in lieu of vacation and named statutory holidays;  (iii) Casual Employees shall not be used to circumvent the establishment of Regular positions.  2.02 Except as provided for in this Article, none of the provisions of this Agreement shall apply to the employment of Students at the College.  2.03 Students who are employed in positions designated as student jobs as set out in Schedule “D” during the time when they are not enrolled in programs at the College shall pay union dues in accordance with Article 4 of the Agreement.  2.04 Students shall not be employed by the College in circumstances where it would result in the layoff, position abolishment, reduction in hours of work, or replacement of Employees governed by this Agreement. |
| 3 | Management Rights | August 12, 2021 |  | Current |
| 4 | Union Membership and Union Dues Check-off | December 9, 2021 | 4.01 All Employees covered by this Agreement shall be required to pay Union dues. The Employer shall, therefore, as a condition of employment, deduct the amount of the Union dues as set by the Union from time to time from the pay of all Employees covered by this Agreement.  4.02 The amount so deducted shall be remitted to the Union on or before the fifteenth (15th) day of the following month, accompanied by a list of Employees and the amount deducted for each Employee. An information list detailing Employee name, Employee work e-mail, full home address, start date, home phone number, classification, salary and if the Employee is off on an approved leave of absence. Notification of changes shall be provided to the Union as they occur.  4.03 The Union shall advise the Employer in writing of any change in the amount of dues to be deducted from the Employees covered by this Agreement. Such notice shall be communicated in writing to the Employer at least thirty (30) days prior to the effective date of change.  4.04 The Employer will supply a list, on a monthly basis, of new Employees and their assigned Department. This list will be sent to the Local/Chapter Chairperson. | 4.01 All Employees covered by this Agreement shall be required to pay Union dues. The Employer shall, therefore, as a condition of employment, deduct the amount of the Union dues as set by the Union from time to time from the pay of all Employees covered by this Agreement.  4.02 The amount so deducted shall be remitted to the Union on or before the fifteenth (15th) day of the following month, accompanied by a list of Employees and the amount deducted for each Employee. An information list detailing Employee name, Employee work e-mail, full home address, start date, home phone number, classification, salary and if the Employee is off on an approved leave of absence. Notification of changes shall be provided to the Union as they occur.  4.03 The Union shall advise the Employer in writing of any change in the amount of dues to be deducted from the Employees covered by this Agreement. Such notice shall be communicated in writing to the Employer at least thirty (30) days prior to the effective date of change.  4.04 The Employer will supply a list, ~~on a monthly basis~~ **upon request by the Chapter Chairperson or Membership Services Officer**, of new Employees and their assigned Department. ~~This list will be sent to the Local/Chapter Chairperson.~~ |
| 5 | Union Stewards | December 14, 2021 | 5.01 The Employer recognizes the Union Steward as an official representative of the Union.  5.02 The Employer acknowledges the right of the Union to appoint Employees in the Bargaining Unit as Union Stewards.  5.03 The Union, in consultation with the Employer, shall determine the number of Union Stewards having regard to the plan of organization and the distribution of Employees at the work place.  5.04 The Employer agrees to acquaint new Employees with the fact that a Collective Agreement is in effect, and shall provide the Employee with a copy of the Collective Agreement.  5.05 Where operational requirements permit, the Employer agrees that a Union Steward will be given an opportunity to interview each new Employee within regular working hours, without loss of pay, for not more than thirty (30) minutes sometime during the first thirty (30) days of employment as scheduled by mutual agreement between Management and the Union Steward for the purpose of acquainting the new Employees with information about Union Membership.  5.06 By July 1st of each year, the Union will provide the Employer with a current list of Union Stewards and Local Officers and where there are changes occurring throughout the year, appropriate notification will be provided. | 5.01 The Employer recognizes the Union Steward as an official representative of the Union.  5.02 The Employer acknowledges the right of the Union to appoint Employees in the Bargaining Unit as Union Stewards.  5.03 The Union, in consultation with the Employer, shall determine the number of Union Stewards having regard to the plan of organization and the distribution of Employees at the work place.  5.04 The Employer agrees to acquaint new Employees with the fact that a Collective Agreement is in effect, and shall provide the Employee with a copy of the Collective Agreement.  5.05 Where operational requirements permit, the Employer agrees that a Union Steward will be given an opportunity to ~~interview~~ **meet with** each new Employee within regular working hours, without loss of pay, for not more than thirty (30) minutes sometime during the first thirty (30) days of employment as scheduled by mutual agreement between Management and the Union Steward for the purpose of acquainting the new Employees with information about Union Membership.  5.06 By July 1st of each year, the Union will provide the Employer with a current list of Union Stewards and Local Officers and where there are changes occurring throughout the year, appropriate notification will be provided. |
| 6 | Union Recognition | August 12, 2021 |  | Current |
| 7 | Job Opportunities | December 9, 2021 | 7.01 In making promotions and filling vacancies, appointments will be made on the basis of job knowledge, experience, relevant job qualifications. Where these factors are relatively equal, seniority will be the determining factor. Seniority shall be established in accordance with the definition provided in Article 55.  Regular Full-time Employees shall have seniority over Regular Part-time Employees and Regular Part-time Employees shall have seniority over Temporary Employees.  7.02 When a permanent vacancy occurs such vacancy shall be posted for seven (7) calendar days on the bulletin board made available by the Employer. Once an electronic display option is available, the use of the conventional bulletin board will be discontinued.  (a) consideration will first be given to applicants from the Regular Full-time staff;  (b) next the Regular Part-time staff;  (c) next, all other staff of the Employer at the location;  (d) next, external candidates.  7.03 Subsequent to the successful completion of probation, upon being promoted or transferred to a new position, an Employee may be required to serve a trial period of one (1) month unless the position is outside of this agreement. If the Employer deems the Employee is unsatisfactory for the position, he shall be reinstated to his former or an equivalent position. The equivalent position shall be one with not less than the former rate of pay and shall normally be at the same work location.  7.04 A copy of all postings shall be forwarded to the designated officer of the Union, and when the appointment has been made, the designated officer will be notified of the appointee’s name and department concerned.  7.05 Applicants shall be informed in writing of their acceptance as soon as possible after the date of appointment.  7.06 A job will not be deemed to be vacant in the event of an Employee being absent through sickness, accident, vacation, or authorized leave of absence. | 7.01 In making promotions and filling vacancies, appointments will be made on the basis of job knowledge, experience, relevant job qualifications. Where these factors are relatively equal, seniority will be the determining factor. Seniority shall be established in accordance with the definition provided in Article 55.  Regular Full-time Employees shall have seniority over Regular Part-time Employees and Regular Part-time Employees shall have seniority over Temporary Employees.  7.02 When a permanent vacancy occurs such vacancy shall be posted for seven (7) calendar days on the bulletin board made available by the Employer. Once an electronic display option is available, the use of the conventional bulletin board will be discontinued.  (a) consideration will first be given to applicants from the Regular Full-time staff;  (b) next the Regular Part-time staff;  (c) next, all other staff of the Employer at the location;  (d) next, external candidates.  7.03 Subsequent to the successful completion of probation, upon being promoted or transferred to a new position, an Employee may be required to serve a trial period of one (1) month unless the position is outside of this agreement. If the Employer deems the Employee is unsatisfactory for the position, ~~he~~ **they** shall be reinstated to ~~his~~ **their** former or an equivalent position. The equivalent position shall be one with not less than the former rate of pay and shall normally be at the same work location.  7.04 A ~~copy~~ **notification** of ~~all~~ **new** postings shall be ~~forwarded~~ **sent electronically** to the designated officer of the Union, ~~and when the appointment has been made, the designated officer will be notified of the appointee’s name and department concerned~~.  7.05 Applicants shall be informed in writing of their acceptance as soon as possible after the date of appointment.  7.06 A job will not be deemed to be vacant in the event of an Employee being absent through sickness, accident, vacation, or authorized leave of absence. |
| 8 | Time Off for Union Business | August 12, 2021 |  | Current |
| 9 | Apprentices | August 12, 2021 |  | Current |
| 10 | Attendance | December 14, 2021 | 10.01 An Employee who is absent from duty without prior authorization shall communicate to a senior official or his designate at his place of work at least one hour prior to commencement of work, stating the reason for his absence. If a senior official or his designate cannot be contacted prior to commencement of work, the Employee may leave an electronic message with the senior official or his designate stating the reason for his absence.  10.02 An Employee on authorized leave of absence and/or illness for an indeterminate period or an Employee who wishes to return to work prior to the expiration date of a leave of absence for a fixed period, shall give the Employer five (5) working days' notice of his intention to return to work, unless otherwise specified.  10.03 Time limits pursuant to 10.02 shall be waived when it can be established that the Employee, for acceptable reasons, was unable to contact his supervisor or a representative of the Employer within the time limit specified. | 10.01 An Employee who is absent from duty without prior authorization shall communicate to a senior official or ~~his~~ **their** designate at ~~his~~ **their** place of work at least one hour prior to commencement of work, stating the reason for ~~his~~ **their** absence. If a senior official or ~~his~~ **their** designate cannot be contacted prior to commencement of work, the Employee may leave an electronic message with the senior official or ~~his~~ **their** designate stating the reason for ~~his~~ **their** absence.  10.02 An Employee on authorized leave of absence and/or illness for an indeterminate period or an Employee who wishes to return to work prior to the expiration date of a leave of absence for a fixed period, shall give the Employer five (5) working days' notice of ~~his~~ **their** intention to return to work, unless otherwise specified.  10.03 Time limits pursuant to 10.02 shall be waived when it can be established that the Employee, for acceptable reasons, was unable to contact ~~his~~ **their** supervisor or a representative of the Employer within the time limit specified. |
| 11 | Acting Incumbent | December 14, 2021 | 11.01 To receive acting incumbency pay, an Employee shall be designated in writing by the Employer to perform the principal duties of the higher level position for a minimum period of three (3) consecutive work days, during which time he may also be required to perform some of the duties of his regular position. On completion of the minimum three (3) day qualifying period in an acting incumbency position, an Employee shall be eligible for acting incumbency pay for the total period of acting incumbency including the three (3) day qualifying period.  11.02 Where an Employee qualifies in an acting incumbency position, he shall receive a minimum of ten (10) percent of his current salary in addition to his regular salary or, he may receive the minimum salary for the class in the higher level position, whichever is the greater.  11.03 Where the Employer requires an Employee to substitute on another job outside of this Agreement the Employee will receive in addition to his regular salary, an amount commensurate with the additional responsibilities.  Where the Employee substitutes on another job outside of this Agreement beyond two (2) years and is subsequently reverted to his regular position, he shall continue to receive the salary for the acting incumbency position until the salary of his regular position exceeds the salary established for the acting incumbency position.  11.04 Academic Recognition for an acting incumbency as a Temporary Instructor will be provided pursuant to Article 50 of this Collective Agreement.  11.05 The Employer will designate only one acting incumbent as a result of any one Employee’s absence, except where the acting incumbent is absent due to illness, vacation, or any other approved leave. | 11.01 To receive acting incumbency pay, an Employee shall be designated in writing by the Employer to perform the principal duties of the higher level position for a minimum period of three (3) consecutive work days, during which time ~~he~~ **they** may also be required to perform some of the duties of ~~his~~ **their** regular position. On completion of the minimum three (3) day qualifying period in an acting incumbency position, an Employee shall be eligible for acting incumbency pay for the total period of acting incumbency including the three (3) day qualifying period.  11.02 Where an Employee qualifies in an acting incumbency position, ~~he~~ **they** shall receive a minimum of ten (10) percent of ~~his~~ **their** current salary in addition to ~~his~~ **their** regular salary or, ~~he~~ **they** may receive the minimum salary for the class in the higher level position, whichever is the greater.  11.03 Where the Employer requires an Employee to substitute on another job outside of this Agreement the Employee will receive in addition to ~~his~~ **their** regular salary, an amount commensurate with the additional responsibilities.  ~~Where the Employee substitutes on another job outside of this Agreement beyond two (2) years and is subsequently reverted to his regular position, he shall continue to receive the salary for the acting incumbency position until the salary of his regular position exceeds the salary established for the acting incumbency position.~~  11.04 Academic Recognition for an acting incumbency as a Temporary Instructor will be provided pursuant to Article 50 of this Collective Agreement.  11.05 The Employer will designate only one acting incumbent as a result of any one Employee’s absence, except where the acting incumbent is absent due to illness, vacation, or any other approved leave. |
| 12 | Notice of Resignation | August 12, 2021 |  | Current |
| 13 | Hours of Work | May 6, 2022 | 13.01 The normal hours of work for Employees covered by this Agreement shall be thirty-six and one-quarter (36-1/4) hours per week for Employees having job classifications listed in Schedule "B", forty (40) hours per week for Employees having job classifications listed in Schedule "C".  13.02 All Employees covered by this Agreement shall normally receive two (2) fifteen (15) minute paid rest periods in each work period in excess of six (6) working hours, one period before the meal break and one after. An Employee working a shift of more than two (2) hours but less than six (6) hours shall receive one (1) rest period per shift.  13.03 A meal period of not less than one-half (1/2) hour and not more than one (1) hour shall be granted to all Employees at approximately the mid-point of each work period that exceeds four (4) hours. Such meal period shall be without pay except as provided in Clause 13.04.  13.04 Any Employee who is unable, due to assignment by Management or responsibility, to leave his station of employment during his meal period shall be paid for his meal period at his regular rate of pay.  13.05 Every reasonable effort shall be made by the Employer not to schedule the commencement of a shift within eight (8) hours of the Employee's previous shift. The Employer shall provide as much advance notice, as is reasonably possible, in posting shift schedules.  13.06 Where requested by an Employee and approved by their supervisor, an Employee may work additional hours on one (1) day and fewer hours on another day without triggering the overtime provisions of Article 14. Both the time taken and earned must be completed within a two (2) week period. | 13.01 The normal hours of work for Employees covered by this Agreement shall be thirty-six and one-quarter (36-1/4) hours per week for Employees having job classifications listed in Schedule "B", forty (40) hours per week for Employees having job classifications listed in Schedule "C".  13.02 All Employees covered by this Agreement shall normally receive two (2) fifteen (15) minute paid rest periods in each work period in excess of six (6) working hours, one period before the meal break and one after. An Employee working a shift of more than two (2) hours but less than six (6) hours shall receive one (1) rest period per shift.  13.03 A meal period of not less than one-half (1/2) hour and not more than one (1) hour shall be granted to all Employees at approximately the mid-point of each work period that exceeds four (4) hours. Such meal period shall be without pay except as provided in Clause 13.04.  13.04 Any Employee who is unable, due to assignment by Management or responsibility, to leave his station of employment during his meal period shall be paid for his meal period at his regular rate of pay.  13.05 Every reasonable effort shall be made by the Employer not to schedule the commencement of a shift within eight (8) hours of the Employee's previous shift. The Employer shall provide as much advance notice, as is reasonably possible, in posting shift schedules.  13.06 Where requested by an Employee and approved by their supervisor, an Employee may work additional hours on one (1) day and fewer hours on another day without triggering the overtime provisions of Article 14. Both the time taken and earned must be completed within a two (2) week period.  **13.07 When the Employer initiates a change in the Employee’s regular scheduled hours of work, the employer shall normally provide a minimum of seven (7)) calendar days advance notice to the Employee. This advance notice period may be reduced by mutual agreement. The advance notice period is not intended to apply to single occasions or in cases of emergency.** |
| 14 | Overtime |  |  | Current |
| 15 | Shift Differential/ Weekend Premium |  |  | Current |
| 16 | Call Back Pay |  |  | Current |
| 17 | Reporting Pay |  |  | Current |
| 18 | Standby Pay |  |  | Current |
| 19 | Probationary Employee and Period | December 9, 2021 | 19.01 Until a Regular Employee has been continuously employed for six (6) months, except as provided in 19.02 and 19.04, he shall be considered a probationary Employee. During such probation period, probationary Employees may be terminated, if in the opinion of the Employer, the performance of the probationary Employee is not suitable.  19.02 An Employee who has been a Temporary Employee of the College and receives a Regular Full-time/Regular Part-time position in the same classification will have his probationary period reduced by his temporary service to a maximum of half the probationary period.  19.03 The period of probation shall start on the date of commencement of employment and shall be six (6) or twelve (12) months, subject to Clause 19.04.  19.04 Employees in the following classifications shall have a probationary period of twelve (12) months:  Technician I  Technician II  Technician III  Dean of Residence  Housing Officer  Campus Recreation Programmer  Tradesman  Building Operator  Apprentice  Instructional Assistant  Administrative Officer  Administrative Assistant I  Administrative Assistant II  Student Services Officer  Student Enrolment Officer  19.05 A Probationary Employee shall receive a written performance evaluation at the mid-point of the length of his probationary period.  19.06 A Probationary Employee shall be entitled to all the terms and conditions of employment under this Agreement unless otherwise specified herein.  19.07 The period of probation may be extended for a period equivalent to one half (1/2) of the normal probationary period for the classification. The extension of probation shall be the discretion of Management and the reasons shall be communicated to the Union in writing. | 19.01 Until a Regular Employee has been continuously employed for six (6) months, except as provided in 19.02 and 19.04, he shall be considered a probationary Employee. During such probation period, probationary Employees may be terminated, if in the opinion of the Employer, the performance of the probationary Employee is not suitable.  19.02 An Employee who has been a Temporary Employee of the College and receives a Regular Full-time/Regular Part-time position in the same classification will have his probationary period reduced by his temporary service to a maximum of half the probationary period.  19.03 The period of probation shall start on the date of commencement of employment and shall be six (6) or twelve (12) months, subject to Clause 19.04.  19.04 Employees in the following classifications shall have a probationary period of twelve (12) months:  Technician I  Technician II  Technician III  Dean of Residence  Housing Officer  Campus Recreation Programmer  Tradesman  Building Operator  Apprentice  Instructional Assistant  Administrative Officer  Administrative Assistant I  Administrative Assistant II  Student Services Officer  Student Enrolment Officer  19.05 A Probationary Employee shall receive a written performance evaluation at the mid-point of the length of his probationary period.  19.06 A Probationary Employee shall be entitled to all the terms and conditions of employment under this Agreement unless otherwise specified herein.  19.07 The period of probation may be extended for a period equivalent to one half (1/2) of the normal probationary period for the classification. The extension of probation shall be the discretion of Management and the reasons shall be communicated to the Union in writing. |
| 20 | Disciplinary Action/ Personnel File | December 9, 2021 |  | Current |
| 21 | Grievance Procedure | December 9, 2021 | In the event of a proposed grievance which arises between the Employer and the Union, or the Employer and one or more Employees on the other hand, regarding the interpretation, application or alleged violation of this Agreement, such grievance shall be settled by way of one of the following procedures of settlement, as applicable. A grievance may also be a complaint regarding any disciplinary action involving financial penalty or written alleged misconduct.  21.01 (a) An Employee(s) should first discuss the subject of the grievance with his immediate supervisor in an attempt to resolve the matter.  (b) Level 1  In the event of an inability to resolve the proposed grievance in accordance with Clause 21.01(a), this grievance shall then be committed to writing, setting forth:  (i) the nature of the Grievance and the circumstances out of which it arose;  (ii) the remedy or correction required;  (iii) the section or sections of the Agreement infringed upon or claimed to have been violated.  (iv) a copy of all written grievances shall be copied to the Director of Human Resources or designate. The Union shall be notified of the names of the above.  The written Grievance shall be submitted in this form to the respective Vice-President, or his designate within fourteen (14) calendar days of the act causing the grievance. The Vice-President, or his designate shall make known his decision to the Grievor within fourteen (14) calendar days of receipt of the grievance.  Level 2  In the event that the reply in Level 1 is unsatisfactory to the Grievor, he may then submit the grievance to the President of the College, providing this is done within fourteen (14) calendar days after receipt of the answer of the Vice-President, or his designate in Level 1. The President or his designate shall make known his decision to the Grievor within fourteen (14) calendar days of receipt of the grievance at Level 2.  Level 3  In the event that the reply to Level 2 is not satisfactory to the Grievor, he may then submit the grievance to Adjudication within fourteen (14) calendar days of receipt of the decision of the President or the designate of the President. A notice of submission to Adjudication must be given in writing and must contain the name of the nominee of the Grievor to the Adjudication Board.  (c) A group grievance may be submitted by more than one named Employee provided that all named Employees are initiating a grievance of the same nature.  21.02 By the Union or College:  Level 1  In the event that either the College or the Union, on their own behalf, wish to process a grievance, such grievance shall be submitted by the one party to the other in writing and shall be submitted within fourteen (14) calendar days of the act causing the grievance.  Level 2  In the event of a policy grievance where there is no act causing the grievance, the College or the Union may process the grievance and such grievance shall be submitted by the one party to the other in writing.  Level 3  The party in receipt of the Grievance, within fourteen (14) calendar days of having received it, shall inform the other party of its decision. In the event that the grievance is not resolved at this time, either party may submit the grievance to Adjudication within fourteen (14) calendar days of the rendering of the decision. A notice of submission to Adjudication must be given in writing and must contain the name of the nominee of the Grievor to the Adjudication Board.  21.03 It is agreed that either party may request a meeting at any of the above steps to discuss the grievance. The request for a discussion shall not be unreasonably denied.  21.04 A Union Steward and/or a Union Representative may, at the request of an Employee, accompany or represent him in the processing of a grievance.  21.05 The time limits for the above steps may be waived or extended by mutual agreement of the parties, in writing. In the event the initiator of the grievance fails to follow the procedure and time limits established in this Article, the grievance shall be deemed to be resolved.  21.06 Where the recipient of the grievance fails to respond within the time limits prescribed, the grievance shall advance to the next level.  Adjudication  21.07 Within fourteen (14) calendar days of receipt of notification by the one party, the other party shall notify in writing the first party of the name of its appointee to the Adjudication Board. Such notification shall be delivered by hand or by double registered mail. Upon the appointment of the two appointees to an Adjudication Board they shall, within fourteen (14) calendar days of the appointment of the second of them, appoint a third person as a member of the Adjudication Board, who shall be the Chairman of the Adjudication Board.  21.08 The parties may mutually agree to appoint a single Arbitrator.  21.09 If, within the required time, the recipient of the notice fails to appoint a person as a member of an Adjudication Board or the two appointees fail to agree on a member and Chairman of the Adjudication Board, either or both parties may request the Public Service Employee Relations Board to appoint a person as a member or as a member and Chairman, as the case may be.  21.10 The Adjudication Board shall then determine the difference and shall issue an award in writing and the award is final and binding upon the parties and upon any Employee affected by it.  21.11 The decision of the majority of the members of the Adjudication Board is the award of the Board but, if there is no majority the decision of the Chairman governs and his decision is the award of the Adjudication Board.  21.12 Each party to the difference shall bear the expense of his respective appointee to the Adjudication Board and the two parties shall share equally the expense of the Chairman.  21.13 The Adjudication Board, by its award, shall not add to, detract from, nor modify the language, terms or conditions of the Collective Agreement.  21.14 If the Adjudication Board determines that an Employee has been discharged or disciplined by an Employer for cause and the Collective Agreement does not contain a specific penalty, the Adjudication Board may vary the penalty as the Board considers fair and reasonable.  21.15 The time within which any appointment must be made may be extended by agreement between the parties to the difference, in writing.  21.16 At his option, the President of Olds College may determine that the grievance proceed directly to Level 2 of the Grievance Procedure, or directly to Adjudication. | In the event of a proposed grievance which arises between the Employer and the Union, or the Employer and one or more Employees on the other hand, regarding the interpretation, application or alleged violation of this Agreement, such grievance shall be settled by way of one of the following procedures of settlement, as applicable. A grievance may also be a complaint regarding any disciplinary action involving financial penalty or written alleged misconduct.  21.01 (a) An Employee(s) should first discuss the subject of the grievance with his immediate supervisor in an attempt to resolve the matter. **Any grievance on a disciplinary matter shall commence at Level 1.**  (b) Level 1  In the event of an inability to resolve the proposed grievance in accordance with Clause 21.01(a), this grievance shall then be committed to writing, setting forth:  (i) the nature of the Grievance and the circumstances out of which it arose;  (ii) the remedy or correction required;  (iii) the section or sections of the Agreement infringed upon or claimed to have been violated.  (iv) a copy of all written grievances shall be copied to the ~~Director of~~ **Chief** Human Resources **Officer** or designate. The Union shall be notified of the names of the above.  The written Grievance shall be submitted in this form to the ~~respective Vice-President~~ **Chief Human Resources Officer**, or ~~his~~ **their** designate within fourteen (14) calendar days of the act causing the grievance. The ~~Vice-President~~ **Chief Human Resources Officer**, or ~~his~~ **their** designate shall make known ~~his~~ **their** decision to the Grievor within fourteen (14) calendar days of receipt of the grievance.  Level 2  In the event that the reply in Level 1 is unsatisfactory to the Grievor, ~~he~~ **they** may then submit the grievance to the **respective Vice** President of the College, providing this is done within fourteen (14) calendar days after receipt of the answer of the ~~Vice-President~~ **Chief Human Resources Officer**, or ~~his~~ **their** designate in Level 1. The **Vice** President or ~~his~~ **their** designate shall make known ~~his~~ **their** decision to the Grievor within fourteen (14) calendar days of receipt of the grievance at Level 2.  Level 3  In the event that the reply to Level 2 is not satisfactory to the Grievor, ~~he~~ **they** may then submit the grievance to Adjudication within fourteen (14) calendar days of receipt of the decision of the **Vice** President or the designate of the **Vice** President. A notice of submission to Adjudication must be given in writing and must contain the name of the nominee of the Grievor to the Adjudication Board.  (c) A group grievance may be submitted by more than one named Employee provided that all named Employees are initiating a grievance of the same nature.  21.02 By the Union or College:  Level 1  In the event that either the College or the Union, on their own behalf, wish to process a grievance, such grievance shall be submitted by the one party to the other in writing and shall be submitted within fourteen (14) calendar days of the act causing the grievance.  Level 2  In the event of a policy grievance where there is no act causing the grievance, the College or the Union may process the grievance and such grievance shall be submitted by the one party to the other in writing.  Level 3  The party in receipt of the Grievance, within fourteen (14) calendar days of having received it, shall inform the other party of its decision. In the event that the grievance is not resolved at this time, either party may submit the grievance to Adjudication within fourteen (14) calendar days of the rendering of the decision. A notice of submission to Adjudication must be given in writing and must contain the name of the nominee of the Grievor to the Adjudication Board.  21.03 It is agreed that either party may request a meeting at any of the above steps to discuss the grievance. The request for a discussion shall not be unreasonably denied.  21.04 A Union Steward and/or a Union Representative may, at the request of an Employee, accompany or represent him in the processing of a grievance.  21.05 The time limits for the above steps may be waived or extended by mutual agreement of the parties, in writing. In the event the initiator of the grievance fails to follow the procedure and time limits established in this Article, the grievance shall be deemed to be resolved.  21.06 Where the recipient of the grievance fails to respond within the time limits prescribed, the grievance shall advance to the next level.  Adjudication  21.07 Within fourteen (14) calendar days of receipt of notification by the one party, the other party shall notify in writing the first party of the name of its appointee to the Adjudication Board. Such notification shall be delivered by hand or by double registered mail. Upon the appointment of the two appointees to an Adjudication Board they shall, within fourteen (14) calendar days of the appointment of the second of them, appoint a third person as a member of the Adjudication Board, who shall be the Chairman of the Adjudication Board.  21.08 The parties may mutually agree to appoint a single Arbitrator.  21.09 If, within the required time, the recipient of the notice fails to appoint a person as a member of an Adjudication Board or the two appointees fail to agree on a member and Chairman of the Adjudication Board, either or both parties may request the Public Service Employee Relations Board to appoint a person as a member or as a member and Chairman, as the case may be.  21.10 The Adjudication Board shall then determine the difference and shall issue an award in writing and the award is final and binding upon the parties and upon any Employee affected by it.  21.11 The decision of the majority of the members of the Adjudication Board is the award of the Board but, if there is no majority the decision of the Chairman governs and ~~his~~ **their** decision is the award of the Adjudication Board.  21.12 Each party to the difference shall bear the expense of ~~his~~ **their** respective appointee to the Adjudication Board and the two parties shall share equally the expense of the Chairman.  21.13 The Adjudication Board, by its award, shall not add to, detract from, nor modify the language, terms or conditions of the Collective Agreement.  21.14 If the Adjudication Board determines that an Employee has been discharged or disciplined by an Employer for cause and the Collective Agreement does not contain a specific penalty, the Adjudication Board may vary the penalty as the Board considers fair and reasonable.  21.15 The time within which any appointment must be made may be extended by agreement between the parties to the difference, in writing.  21.16 ~~At his option,~~ **~~t~~The** ~~President of Olds College~~ **Chief Human Resources Officer** may determine that the grievance proceed directly to Level 2 of the Grievance Procedure, or directly to Adjudication. |
| 22 | Employer-Union Relations | December 14, 2021 | 22.01 The Employer and the Union, upon mutual agreement, will meet on a regular basis as provided in the Committee’s Terms of Reference, for the purpose of resolving difficulties and promoting harmonious relationships.  22.02 The meeting may consist of up to seven (7) persons; up to five (5) representing the Union and up to two (2) representing the Employer. The Employer may invite additional representatives when an Agenda item requires subject matter expertise. In this instance, advance notice will be provided to the Union.  22.03 The Party requesting the meeting will provide an Agenda in advance of the meeting date. Arrangements for such meetings will be made through the Director of Human Resources or designate.  22.04 By July 1st of each year, the Employer will provide the Union with a list of Employer Representatives with whom it may arrange Employee appointments for the purpose of investigating grievances and the Union shall provide a current list of the Union Representatives, Union Stewards and Local Officers where there are changes occurring throughout the year, appropriate notification will be provided by the Parties.  22.05 Local Union membership meetings may be held on Employer premises, subject to prior notification to Human Resources. The Local agrees to minimize the set-up, reorganization, and cleaning of facilities used for such meetings. The arrangements of the meeting shall be subject to mutual agreement. | 22.01 The Employer and the Union, upon mutual agreement, will meet on a regular basis as provided in the Committee’s Terms of Reference, for the purpose of resolving difficulties and promoting harmonious relationships.  22.02 The meeting may consist of up to ~~seven (7)~~ **eight (8)** persons; up to ~~five (5)~~ **four (4)** representing the Union and up to ~~two (2)~~ **four (4)** representing the Employer. The Employer may invite additional representatives when an Agenda item requires subject matter expertise. In this instance, advance notice will be provided to the Union.  22.03 The Party requesting the meeting will provide an Agenda in advance of the meeting date. Arrangements for such meetings will be made through the Director of Human Resources or designate.  ~~22.04 By July 1st of each year, the Employer will provide the Union with a list of Employer Representatives with whom it may arrange Employee appointments for the purpose of investigating grievances and the Union shall provide a current list of the Union Representatives, Union Stewards and Local Officers where there are changes occurring throughout the year, appropriate notification will be provided by the Parties.~~  22.0~~5~~ **4** Local Union membership meetings may be held on Employer premises, subject to prior notification to Human Resources. The Local agrees to minimize the set-up, reorganization, and cleaning of facilities used for such meetings. The arrangements of the meeting shall be subject to mutual agreement. |
| 23 | Illness and Sick Leave | May 6, 2022 | 23.01 General Conditions  (a) Illness means any illness, injury or quarantine affecting an Employee, but does not include injury due to accidents covered by Workers' Compensation.  (b) An Employee must submit a doctor's certificate for any sickness which exceeds three (3) consecutive working days. Notwithstanding the foregoing, if absences are due to illness fewer than four (4) days duration, but are persistent in nature, the Employer may require the Employee to obtain a medical doctor's certificate respecting such absences.  (c) Employees may be required to supply a doctor's certificate certifying they are medically fit to return to work.  23.02 Casual Illness  (a) Casual illness means an illness which causes an Employee to be absent from duty for a period of three (3) consecutive working days or less.  (b) Leave with pay due to casual illness shall be for a maximum of twelve (12) working days each January 1st to December 31st calendar year. For a period of employment less than one (1) year, this entitlement shall be calculated on the basis of one (1) day for each month worked.  (c) If an Employee uses his total casual sick leave entitlement, he is not entitled to further paid casual sick leave for that year. Any additional casual illness will be taken as annual holiday or deducted from accumulated time off, at the Employee’s option. If the Employee has no vacation credits or time off in lieu available, such absence will be considered as leave without pay.  (d) Casual illness entitlement shall have application only to days on which an Employee would otherwise normally be scheduled to work.  23.03 General Illness  (a) General illness means an illness which causes an Employee to be absent from duty for a period of more than three (3) consecutive working days.  (b) Leave with pay due to general illness shall be for a maximum of seventy (70) working days. This entitlement shall be reinstated immediately in the case of a new or recurring disability. An Employee who returns to work from a period of general illness and who within ten (10) work days is absent for the same or related illness, shall have the two absences treated as one absence.  (c) After the seventy (70) working days general illness entitlement has expired, the Employee will commence on long term disability upon approval of the Carrier. The Employee will remain on long term disability subject to the provisions of the Carrier, if within three (3) months after recovery from a disability for which monthly benefits are being received under the Long Term Disability Insurance program the Employee again becomes totally disabled, such disability will be considered a continuation of the previous disability.  (d) Annual vacation will not accrue for periods of general illness over seventy (70) working days.  (e) Benefits will continue during the first seventy (70) working days of General illness leave.  23.04 An Employee who commences employment on or after September 2, 2014, shall at the commencement of each calendar year of employment be entitled to General Illness Leave at the specified rates in accordance with the following schedule, and the application of such General Illness Leave shall be as set out in accordance with the Collective Agreement:   |  |  |  | | --- | --- | --- | | Completed calendar years of service | General Illness leave at 100% normal salary | General Illness leave at 70% normal salary | | 1st month | 0 days | 70 days | | Less than 1 year | 10 days | 60 days | | 1 year | 15 days | 55 days | | 2 years | 25 days | 45 days | | 3 years | 35 days | 35 days | | 4 years | 45 days | 25 days | | 5 years | 60 days | 10 days |   23.05 Medical and Dental Appointments  Time off to attend medical, dental and eye appointments requires authorization by the Department Head in advance and shall be scheduled to least interfere with the Employee’s regular hours of work. | 23.01 General Conditions  (a) Illness means any illness, injury or quarantine affecting an Employee, but does not include injury due to accidents covered by Workers' Compensation.  (b) An Employee must submit a doctor's certificate for any sickness which exceeds three (3) consecutive working days. Notwithstanding the foregoing, if absences are due to illness fewer than four (4) days duration, but are persistent in nature, the Employer may require the Employee to obtain a medical doctor's certificate respecting such absences.  (c) Employees may be required to supply a doctor's certificate certifying they are medically fit to return to work.  23.02 Casual Illness  (a) Casual illness means an illness which causes an Employee to be absent from duty for a period of three (3) consecutive working days or less.  (b) Leave with pay due to casual illness shall be for a maximum of twelve (12) working days each January 1st to December 31st calendar year. For a period of employment less than one (1) year, this entitlement shall be calculated on the basis of one (1) day for each month worked.  (c) If an Employee uses his total casual sick leave entitlement, he is not entitled to further paid casual sick leave for that year. Any additional casual illness will be taken as annual holiday or deducted from accumulated time off, at the Employee’s option. If the Employee has no vacation credits or time off in lieu available, such absence will be considered as leave without pay.  (d) Casual illness entitlement shall have application only to days on which an Employee would otherwise normally be scheduled to work.  23.03 General Illness  (a) General illness means an illness which causes an Employee to be absent from duty for a period of more than three (3) consecutive working days.  (b) Leave with pay due to general illness shall be for a maximum of seventy (70) working days. This entitlement shall be reinstated immediately in the case of a new ~~or recurring~~ disability. An Employee who returns to work from a period of general illness and who within ten (10) work days is absent for the same or related illness, shall have the two absences treated as one absence.  (c) After the seventy (70) working days general illness entitlement has expired, the Employee will commence on long term disability upon approval of the Carrier. The Employee will remain on long term disability subject to the provisions of the Carrier, if within three (3) months after recovery from a disability for which monthly benefits are being received under the Long Term Disability Insurance program the Employee again becomes totally disabled, such disability will be considered a continuation of the previous disability.  (d) Annual vacation will not accrue for periods of general illness over seventy (70) working days.  (e) Benefits will continue during the first seventy (70) working days of General illness leave.  23.04 An Employee who commences employment on or after September 2, 2014, shall at the commencement of each calendar year of employment be entitled to General Illness Leave at the specified rates in accordance with the following schedule, and the application of such General Illness Leave shall be as set out in accordance with the Collective Agreement:   |  |  |  | | --- | --- | --- | | Completed calendar years of service | General Illness leave at 100% normal salary | General Illness leave at 70% normal salary | | 1st month | 0 days | 70 days | | Less than 1 year | 10 days | 60 days | | 1 year | 15 days | 55 days | | 2 years | 25 days | 45 days | | 3 years | 35 days | 35 days | | 4 years | 45 days | 25 days | | 5 years | 60 days | 10 days |   23.05 Medical and Dental Appointments  Time off to attend medical, dental and eye appointments requires authorization by the Department Head in advance and shall be scheduled to least interfere with the Employee’s regular hours of work. |
| 24 | Employee Benefits | Housekeeping | 24.01 The Employer will continue to provide Employee Benefit Plans as set in 24.02.  24.02 The costs for premiums for the above Benefits shall be shared according to the following table:  TABLE OMITTED – TOO LARGE TO FIT  24.03 An Employee who received the Long Term Disability benefits and who at the commencement of absence due to disability or illness, is participating in Clause 24.02, shall continue to be covered under these plans throughout the total period the Employee is receiving Long Term Disability benefits and the Employer and Employee premium contributions, shall continue. The Employer shall notify the Union when a member goes on Long Term Disability.  24.04 The Employee and Employer contributions to the Pension Plan shall be in accordance with the rates provided by the *Local Authorities Pension Act*. The contributions shall continue to be paid throughout the total period the Employee is receiving Long Term Disability benefits.  24.05 Brochures of all benefit plans specified in Clause 24.02 shall be provided to all Employees.  24.06 Health Spending Account / Personal Spending Account (HSA/PSA)  (a) Eligibility  (i) An HSA/PSA shall be implemented for all employees eligible for benefits in accordance with Article 24.  (ii) A Regular Employee who is employed in more than one (1) position with the employer will receive one (1) HSA/PSA based upon the combined total of their full-time equivalencies (FTE’s).  (b) Calculation  The HSA/PSA shall be calculated as follows:  (i) Six hundred dollars ($600.00) to be allocated to each eligible Full-time Employee and pro-rated for each eligible Part-time Employee based on their FTE as of July 1st (eligibility date) of each year.  (ii) Effective January 1, 2019, the HSA/PSA will increase to six hundred seventy-five dollars ($675.00)  (iii) Effective July 1, 2019, the HSA/PSA will increase to seven hundred fifty dollars ($750.00)  (c) Utilization  The HSA/PSA may be used for the following purpose:  (i) Reimbursement for expenses associated with professional development including:  (a) tuition costs or course registration fees;  (b) travel costs associated with course attendance;  (c) professional journals;  (d) books or publications; and  (e) software.  (ii) Reimbursement for the cost of professional registration or voluntary association fees related to the employee’s discipline.  (iii) Reimbursement for health and dental expenses that are eligible medical expenses in accordance with the *Income Tax Act* and are not covered by the benefit plans specified in Article 24 of the Collective Agreement.  (iv) Wellness expenses which may include, but are not limited to, such expenses as fitness centre memberships and fitness equipment.  (v) Family care including day care and elder care.  (d) Allocation  (i) By May 1 (allocation date) of each year, Employees who are eligible for the HSA/PSA will make an allocation for utilization of their HSA/PSA for the subsequent fiscal year.  (ii) Any unused allocation in an employee’s HSA/PSA as of June 30 in each calendar year may be carried forward for a maximum of one (1) fiscal year.  (iii) Employees who are laid off after July 1 in the year in which the funds are available, shall maintain access to the fund for the balance of that fiscal year while on layoff.  (iv) Reimbursement will be provided upon the submission of an original receipt.  (e) Implementation  (i) Where the Employer is the administrator of the account, it shall determine the terms and conditions governing the HSA/PSA. A copy of these terms and conditions shall be provided to the Union.  (ii) Where the Employer chooses to contract with an insurer for the administration of the HSA/PSA, the administration of the account shall be subject to and governed by the terms and conditions of the applicable contract. A copy of this contract shall be provided to the Union.  (iii) The HSA/PSA shall be implemented and administered in accordance with the *Income Tax Act* and applicable Regulations in effect at the time of implementation and during the course of operation of the HSA/PSA.  (f) An Employee who terminates employment voluntarily and who within the same fiscal year of termination commences employment with the same Employer or with another Employer signatory to this Collective Agreement, shall have his HSA/PSA maintained. It is understood that an employee is entitled to one (1) HSA/PSA within a fiscal year.  24.07 Employees will be maintained on the College’s group insurance benefit plan with the same cost sharing as provided in Article 24.02, except that long-term disability benefits will terminate and life insurance shall reduce to one (1) times salary when the Employee attains age 65. | 24.01 The Employer will continue to provide Employee Benefit Plans as set in **Clause** 24.02.  24.02 The costs for premiums for the above Benefits shall be shared according to the following table:  TABLE OMITTED – TOO LARGE TO FIT  24.03 An Employee who received the Long Term Disability benefits and who at the commencement of absence due to disability or illness, is participating in Clause 24.02, shall continue to be covered under these plans throughout the total period the Employee is receiving Long Term Disability benefits and the Employer and Employee premium contributions, shall continue. The Employer shall notify the Union when a member goes on Long Term Disability.  24.04 The Employee and Employer contributions to the Pension Plan shall be in accordance with the rates provided by the *Local Authorities Pension Act*. The contributions shall continue to be paid throughout the total period the Employee is receiving Long Term Disability benefits.  24.05 Brochures of all benefit plans specified in Clause 24.02 shall be provided to all Employees.  24.06 Health Spending Account / Personal Spending Account (HSA/PSA)  (a) Eligibility  (i) An HSA/PSA shall be implemented for all employees eligible for benefits in accordance with Article 24.  (ii) A Regular Employee who is employed in more than one (1) position with the employer will receive one (1) HSA/PSA based upon the combined total of their full-time equivalencies (FTE’s).  (b) Calculation  The HSA/PSA shall be calculated as follows:  ~~(i) Six hundred dollars ($600.00) to be allocated to each eligible Full-time Employee and pro-rated for each eligible Part-time Employee based on their FTE as of July 1st (eligibility date) of each year.~~  ~~(ii) Effective January 1, 2019, the HSA/PSA will increase to six hundred seventy-five dollars ($675.00)~~  (i~~ii~~) Effective July 1, ~~2019~~ **2021**, the HSA/PSA will increase to ~~seven hundred fifty~~ **eight hundred** dollars ($~~750~~ **800**.00)  (c) Utilization  The HSA/PSA may be used for the following purpose:  (i) Reimbursement for expenses associated with professional development including:  (a) tuition costs or course registration fees;  (b) travel costs associated with course attendance;  (c) professional journals;  (d) books or publications; and  (e) software.  (ii) Reimbursement for the cost of professional registration or voluntary association fees related to the employee’s discipline.  (iii) Reimbursement for health and dental expenses that are eligible medical expenses in accordance with the *Income Tax Act* and are not covered by the benefit plans specified in Article 24 of the Collective Agreement.  (iv) Wellness expenses which may include, but are not limited to, such expenses as fitness centre memberships and fitness equipment.  (v) Family care including day care and elder care.  (d) Allocation  (i) By May 1 (allocation date) of each year, Employees who are eligible for the HSA/PSA will make an allocation for utilization of their HSA/PSA for the subsequent fiscal year.  (ii) Any unused allocation in an employee’s HSA/PSA as of June 30 in each calendar year may be carried forward for a maximum of one (1) fiscal year.  (iii) Employees who are laid off after July 1 in the year in which the funds are available, shall maintain access to the fund for the balance of that fiscal year while on layoff.  (iv) Reimbursement will be provided upon the submission of an original receipt.  (e) Implementation  (i) Where the Employer is the administrator of the account, it shall determine the terms and conditions governing the HSA/PSA. A copy of these terms and conditions shall be provided to the Union.  (ii) Where the Employer chooses to contract with an insurer for the administration of the HSA/PSA, the administration of the account shall be subject to and governed by the terms and conditions of the applicable contract. A copy of this contract shall be provided to the Union.  (iii) The HSA/PSA shall be implemented and administered in accordance with the *Income Tax Act* and applicable Regulations in effect at the time of implementation and during the course of operation of the HSA/PSA.  (f) An Employee who terminates employment voluntarily and who within the same fiscal year of termination commences employment with the same Employer or with another Employer signatory to this Collective Agreement, shall have his HSA/PSA maintained. It is understood that an employee is entitled to one (1) HSA/PSA within a fiscal year.  24.07 Employees will be maintained on the College’s group insurance benefit plan with the same cost sharing as provided in Article 24.02, except that long-term disability benefits will terminate and life insurance shall reduce to one (1) times salary when the Employee attains age 65. |
| 25 | Annual Vacation Leave | May 6, 2022 | 25.01 An Employee shall not take vacation leave without prior written authorization from the Employer.  25.02 Vacation entitlements with pay shall be earned and taken as follows:  (a) less than one (1) year -one and one-quarter (1-1/4) working days each month;  (b) one (1) consecutive year or more -fifteen (15) working days vacation to be taken commencing the second year;  (c) five (5) consecutive years or more -twenty (20) working days vacation to be taken commencing in the sixth year;  (d) twelve (12) consecutive years or more -twenty-five (25) working days vacation to be taken commencing in the thirteenth year;  (e) Twenty (20) consecutive years or more -thirty (30) working days vacation to be taken commencing the twenty-first year; one week to be taken between the months of November 1 and February 28/29, except by mutual agreement.  (f) Thirty (30) consecutive years or more -thirty-five (35) working days of vacation to be taken commencing the thirty-first year.  25.03 If one or more paid holidays fall during an Employee's annual vacation period, another day or days may be added at the end of the vacation period or as may be authorized by the Employer.  25.04 When an Employee becomes ill for a period of four (4) days or longer as evidenced by a doctor's certificate or takes bereavement leave, during his vacation period, the time spent on such leave shall not be deducted from vacation entitlement.  25.05 Vacation leave time and/or portions to be taken shall be determined by the mutual agreement between the Employee and his Supervisor. If the Employee and Supervisor are unable to reach agreement on vacation leave time, the Supervisor may schedule the vacation leave time of the Employee providing at least three (3) weeks of advance notice is provided.  25.06 The Employee shall be entitled to take his vacation leave as he accumulates it, provided such leave is authorized by his immediate supervisor.  25.07 An Employee who terminates his service or who is terminated shall receive vacation pay in lieu of such vacation earned but not taken to the effective date of termination of employment.  25.08 As of June 30 each year, an Employee may carry forward a vacation entitlement of up to, but not exceeding twenty (20) working days for previous years. This carry over amount is in addition to vacation earned in the current fiscal year. | 25.01 An Employee shall not take vacation leave without prior written authorization from the Employer.  25.02 Vacation entitlements with pay shall be earned and taken as follows:  (a) less than one (1) year -one and one-quarter (1-1/4) working days each month;  (b) one (1) consecutive year or more -fifteen (15) working days vacation to be taken commencing the second year;  (c) five (5) consecutive years or more -twenty (20) working days vacation to be taken commencing in the sixth year;  (d) twelve (12) consecutive years or more -twenty-five (25) working days vacation to be taken commencing in the thirteenth year;  (e) Twenty (20) consecutive years or more -thirty (30) working days vacation to be taken commencing the twenty-first year; one week to be taken between the months of November 1 and February 28/29, except by mutual agreement.  (f) Thirty (30) consecutive years or more -thirty-five (35) working days of vacation to be taken commencing the thirty-first year.  25.03 If one or more paid holidays fall during an Employee's annual vacation period, another day or days may be added at the end of the vacation period or as may be authorized by the Employer.  25.04 When an Employee becomes ill for a period of four (4) days or longer as evidenced by a doctor's certificate or takes bereavement leave, during his vacation period, the time spent on such leave shall not be deducted from vacation entitlement.  25.05 Vacation leave time and/or portions to be taken shall be determined by the mutual agreement between the Employee and his Supervisor. If the Employee and Supervisor are unable to reach agreement on vacation leave time, the Supervisor may schedule the vacation leave time of the Employee providing at least three (3) weeks of advance notice is provided.  25.06 The Employee shall be entitled to take his vacation leave as he accumulates it, provided such leave is authorized by his immediate supervisor.  25.07 An Employee who terminates his service or who is terminated shall receive vacation pay in lieu of such vacation earned but not taken to the effective date of termination of employment.  25.08 As of June 30 each year, an Employee may carry forward a vacation entitlement of up to, but not exceeding ~~twenty (20)~~ **ten (10)** working days for previous years. This carry over amount is in addition to vacation earned in the current fiscal year. |
| 26 | Special Leave |  |  | Current |
| 27 | Maternity/ Parental Leave | August 12, 2021 |  | Current |
| 28 | Court Leave | August 12, 2021 |  | Current |
| 29 | Occupation Health and Safety | August 12, 2021 |  | Current |
| 30 | Paid Holidays |  |  | Current |
| 31 | Behavioral Health | August 12, 2021 |  | Current |
| 32 | Education Leave | August 12, 2021 |  | Current |
| 33 | Military Leave | Housekeeping | 33.01 The Employer may grant military leave without pay to an Employee; except where prohibited by law,  (a) where his services are required by the Department of National Defense to meet a civil emergency, for the duration of the emergency;  (b) where, during a national emergency, he volunteers for service or is conscripted into the Armed Forces for the duration of the emergency; and  (c) where he volunteers for military training, special training or special duty for a period not exceeding six (6) weeks.  33.02 Where military leave is approved, the Employee shall not be required to forfeit any of his vacation entitlements. However, where military leave is not approved, this Article does not preclude the Employee from using vacation leave for the purpose of attending military training.  33.03 Military leave to attend annual training and summer camp shall not exceed ten (10) working days. | 33.01 The Employer may grant military leave without pay to an Employee; except where prohibited by law,  (a) where ~~his~~ **their** services are required by the Department of National Defense to meet a civil emergency, for the duration of the emergency;  (b) where, during a national emergency, ~~he~~ **they** volunteer~~s~~ for service or is conscripted into the Armed Forces for the duration of the emergency; and  (c) where ~~he~~ they volunteer~~s~~ for military training, special training or special duty for a period not exceeding six (6) weeks.  33.02 Where military leave is approved, the Employee shall not be required to forfeit any of ~~his~~ **their**  vacation entitlements. However, where military leave is not approved, this Article does not preclude the Employee from using vacation leave for the purpose of attending military training.  33.03 Military leave to attend annual training and summer camp shall not exceed ten (10) working days. |
| 34 | Leave Without Pay | August 12, 2021 |  | Current |
| 35 | Travel and Subsistence | December 14, 2021 | 35.01 An Employee authorized to use his private vehicle on approved College business, or who is required to travel in the performance of his duties shall be paid mileage and be reimbursed personal and other travel expenses in accordance with the Employer's Travel Expense Guidelines Policy.  35.02 The Employer agrees to inform the Union of any and all alterations of rates mentioned in Clause 35.01, and agrees to provide copies of the travel expense policy on request by the individual member. | 35.01 An Employee authorized to use ~~his~~ **their** private vehicle on approved College business, or who is required to travel in the performance of ~~his~~ **their** duties shall be paid mileage and be reimbursed personal and other travel expenses in accordance with the Employer's Travel Expense Guidelines Policy.  35.02 The Employer agrees to inform the Union of any and all alterations of rates mentioned in Clause 35.01, and agrees to provide copies of the travel expense policy on request by the individual member. |
| 36 | Layoff and Recall |  |  | Current |
| 37 | Uniforms and Protective Clothing | August 12, 2021 |  | Current |
| 38 | Compressed, Modified or Flexible Hours of Work |  |  | Current |
| 39 | Medical Examinations | August 12, 2021 |  | Current |
| 40 | Worker’s Compensation | August 12, 2021 |  | Current |
| 41 | Pay on Promotion, Transfer or Reclassification | August 12, 2021 |  | Current |
| 42 | Pay in Connection with New Classification and Classification Review | December 9, 2021 | 42.01 The Employer may establish new classifications or alter existing classifications as the need arises, and set the salaries and the terms and conditions of employment related thereto; provided, however, in such an event the Employer shall forthwith give written notice to the President of the Union of such new or altered job classifications and proposed compensation related thereto.  42.02 If, after consultation with the Director of Human Resources, the Union objects to the proposed compensation, the Union shall serve written notice to the Director of Human Resources within fifteen (15) working days of the date the Union received the notice referred to above, of the Union's intention to have the proposed compensation determined by an Arbitration Board which shall be established in accordance with the following procedure:  (a) The Union shall notify the Employer of the intention of the Union to refer the matter to arbitration, together with the name of its nominee.  (b) Within ten (10) days of receipt of notice, the Employer shall notify the Union of the name of its nominee.  (c) The nominees shall attempt to agree upon the appointment of a Chairperson but upon failing to do so following reasonable attempts to do so shall request the Minister of Labour to appoint a Chairperson.  (d) The parties shall bear the cost of the appointment of their respective nominees and shall equally bear the cost of the appointment of the Chairperson.  (e) The majority award of the Arbitration Board shall be binding upon the parties.  42.03 When the Union fails to process the matter within the time limits specified in Clause 42.02, the matter will be deemed to have been abandoned. However, time limits under this Article may be extended by mutual agreement between the parties provided such agreement is in writing.  42.04 When it is necessary to use postal services, all correspondence shall be by registered mail.  42.05 The Employer agrees to provide the Union with any changes in job categories and job titles in order that the Union may maintain an accurate record of such classifications.  42.06 An Employee may make a request in writing to the Human Resources Director to have his position reviewed provided:  (a) The duties and/or responsibilities of the position have been significantly changed since the last review;  (b) The last review of the position was completed and, if applicable, an appeal decision was rendered pursuant to Clause 42.10, at least twelve (12) months prior to the request;  (c) The Employee has prior discussion with his immediate Supervisor / Manager; and,  (d) Subject to Clause 42.06 (b) above, the Employee believes his position is incorrectly classified.  42.07 A request made by an Employee in accordance with Clause 42.06 will be considered by Human Resources and a decision in writing will be provided to the Employee.  42.08 An Employee wishing to appeal any classification decision shall submit written notification to the President or his alternate within twenty-one (21) days of receipt of the decision.  42.09 An Employee is entitled to have a Union representative assist him during the appeal process.  42.10 The President or his alternate, within thirty (30) days of the appeal shall hear the appeal. The Employee and the Union shall be advised in writing within fourteen (14) days of the date of the hearing of the decisions of the President or his alternate.  42.11 The decision of the President or designate shall be subject to the Arbitration process. The Union shall notify the Employer of its intent to refer the matter to the Arbitration within thirty (30) days of the decision of the President or his alternate.  42.12 Time limits specified in this Article may be extended by mutual agreement of the Human Resources Director and the Union but, such agreement shall be in writing. | 42.01 The Employer may establish new classifications or alter existing classifications as the need arises, and set the salaries and the terms and conditions of employment related thereto; provided, however, in such an event the Employer shall forthwith give written notice to the President of the Union of such new or altered job classifications and proposed compensation related thereto.  42.02 If, after consultation with the ~~Director of~~ **Chief** Human Resources **Officer**, the Union objects to the proposed compensation, the Union shall serve written notice to the ~~Director of~~ **Chief** Human Resources **Officer** within fifteen (15) working days of the date the Union received the notice referred to above, of the Union's intention to have the proposed compensation determined by an Arbitration Board which shall be established in accordance with the following procedure:  (a) The Union shall notify the Employer of the intention of the Union to refer the matter to arbitration, together with the name of its nominee.  (b) Within ten (10) days of receipt of notice, the Employer shall notify the Union of the name of its nominee.  (c) The nominees shall attempt to agree upon the appointment of a Chairperson but upon failing to do so following reasonable attempts to do so shall request the Minister of Labour to appoint a Chairperson.  (d) The parties shall bear the cost of the appointment of their respective nominees and shall equally bear the cost of the appointment of the Chairperson.  (e) The majority award of the Arbitration Board shall be binding upon the parties.  42.03 When the Union fails to process the matter within the time limits specified in Clause 42.02, the matter will be deemed to have been abandoned. However, time limits under this Article may be extended by mutual agreement between the parties provided such agreement is in writing.  42.04 When it is necessary to use postal services, all correspondence shall be by registered mail.  42.05 The Employer agrees to provide the Union with any changes in job categories and job titles in order that the Union may maintain an accurate record of such classifications.  42.06 An Employee may make a request in writing to the Human Resources Director to have ~~his~~ **their** position reviewed provided:  (a) The duties and/or responsibilities of the position have been significantly changed since the last review;  (b) The last review of the position was completed and, if applicable, an appeal decision was rendered pursuant to Clause 42.10, at least twelve (12) months prior to the request;  (c) The Employee has prior discussion with ~~his~~ **their** immediate Supervisor / Manager; and,  (d) Subject to Clause 42.06 (b) above, the Employee believes ~~his~~ **their** position is incorrectly classified.  42.07 A request made by an Employee in accordance with Clause 42.06 will be considered by Human Resources and a decision in writing will be provided to the Employee.  **42.08 If it is determined that the Employee’s position is to be reclassified to a higher classification, the assignment to the new classification shall be effective the date the application was submitted to Human Resources**  42.0~~8~~**9** An Employee wishing to appeal any classification decision shall submit written notification to the ~~President~~ **Chief Human Resources Officer** or ~~his~~ **their** alternate within twenty-one (21) days of receipt of the decision.  42.~~09~~**10** An Employee is entitled to have a Union representative assist ~~him~~ **them** during the appeal process.  42.1~~0~~**1** The **Chief Human Resources Officer** or ~~his~~ **their** alternate, within thirty (30) days of the appeal shall hear the appeal. The Employee and the Union shall be advised in writing within fourteen (14) days of the date of the hearing of the decisions of the **Chief Human Resources Officer** or ~~his~~ **their** alternate.  42.1~~1~~**2** The decision of the **Chief Human Resources Officer** or designate shall be subject to the Arbitration process. The Union shall notify the Employer of its intent to refer the matter to the Arbitration within thirty (30) days of the decision of the **Chief Human Resources Officer** or ~~his~~ **their** alternate.  42.1~~2~~**3** Time limits specified in this Article may be extended by mutual agreement of the **Chief** Human Resources ~~Director~~ **Officer** and the Union ~~but~~, such agreement shall be in writing. |
| 43 | Notice of Job Responsibility | August 12, 2021 |  | Current |
| 44 | Rate of Pay |  |  |  |
| 45 | Term and Effect of Agreement | May 6, 2022 | 45.01 This Collective Agreement shall be effective from the date of ratification and shall remain in full force and effect until June 30, 2020. This Agreement shall continue in force from year to year thereafter until a replacement Agreement is established pursuant to the Public Service Employees Relations Act. Individual articles shall come into force on the date of ratification unless otherwise specified in the Article or Schedule. | 45.01 This Collective Agreement shall be effective from the date of ratification and shall remain in full force and effect until June 30, 20~~20~~**24**. This Agreement shall continue in force from year to year thereafter until a replacement Agreement is established pursuant to the ~~Public Service Employees Relations Act~~ ***Labour Relations Code***. Individual articles shall come into force on the date of ratification unless otherwise specified in the Article or Schedule. |
| 46 | Legislation and the Collective Agreement | December 14, 2021 |  | Current |
| 47 | Staff Reduction |  |  | Current |
| 48 | Parking | December 14, 2021 | 48.01 The Employer agrees to continue to provide parking for Employees on the Olds campus location only. Employees will commence paying $10.00 per month for non-plug-in parking spaces and $18.00 per month for plug-in parking spaces effective September 1, 2015. | 48.01 The Employer agrees ~~to continue~~ to provide parking for Employees on the Olds campus location only. Employees will commence paying $10.00 per month for non-plug-in parking spaces and $18.00 per month for plug-in parking spaces ~~effective September 1, 2015~~. |
| 49 | Printing of Agreement | June 24, 2021 | 49.01 The Collective Agreement will be provided to Employees in PDF format. Any print copies provided by the Union to its Members will be at the Union’s expense.  49.02 The Employer agrees that the Union shall be entitled to use the inside covers of all Agreements to indicate basic information on Union structure, services and grievance procedure. | 49.01 The Collective Agreement will be provided to Employees in PDF format. Any print copies provided by the Union to its Members will be at the Union’s expense.  ~~49.02 The Employer agrees that the Union shall be entitled to use the inside covers of all Agreements to indicate basic information on Union structure, services and grievance procedure.~~ |
| 50 | Academic Allowance | December 14, 2021 |  | Current |
| 51 | Job Sharing | August 12, 2021 |  | Current |
| 52 | Pension Plan |  | 52.01 The Employer will continue to provide coverage for eligible Employees under the Local Authorities Pension Plan. | 52.01 The Employer ~~will continue to~~ **shall** provide ~~coverage~~ **participation** for eligible Employees under the Local Authorities Pension Plan. |
| 53 | Disability Management | August 12, 2021 |  | Current |
| 54 | Cultural Diversity | August 12, 2021 |  | Current |
| 55 | Seniority |  | 55.01 (a) “Seniority” shall mean the length of continuous service as a Regular Employee with the Employer, commencing from the most recent date of hire and within the bargaining unit. Seniority for Regular Employees shall include all periods of continuous employment as a Regular, Regular Part-time, Temporary or Casual Employee. This seniority shall be determined by accumulating paid hours of work for Regular Part-time Employees.  (b) Seniority shall not apply during the probationary period, however once the probationary period has been completed, seniority shall be credited from the seniority date established.  (c) Seniority shall continue to accrue during approved leaves of absence and during layoffs.  (d) The Employer shall maintain a seniority list incorporating seniority dates for Regular Full-time and Regular Part-time Employees. In addition, the Employer shall maintain a list of Temporary and Casual Employees including their most recent date of hire, however Temporary and Casual Employees shall not acquire seniority.  (e) A seniority list which is current to the end of April of any calendar year shall be sent to the Union in June of each year and copied to the Chairperson of the Chapter. A seniority list shall also be provided when any Regular Employee is served notice of lay off and such list shall indicate each Employee’s classification.  (f) Should a difference arise regarding an Employee’s seniority, the parties shall exchange the information necessary to establish accuracy. | 55.01 (a) “Seniority” shall mean the length of continuous service as a Regular Employee with the Employer, commencing from the most recent date of hire and within the bargaining unit. Seniority for Regular Employees shall include all periods of continuous employment as a Regular, Regular Part-time, Temporary or Casual Employee. This seniority shall be determined by accumulating paid hours of work for Regular Part-time Employees.  (b) Seniority shall not apply during the probationary period, however once the probationary period has been completed, seniority shall be credited from the seniority date established.  (c) Seniority shall continue to accrue during approved leaves of absence and during layoffs.  (d) The Employer shall maintain a seniority list incorporating seniority dates for Regular Full-time and Regular Part-time Employees. In addition, the Employer shall maintain a list of Temporary and Casual Employees including their most recent date of hire, however Temporary and Casual Employees shall not acquire seniority.  (e) A seniority list which is current to the end of April of any calendar year shall be sent to the Union in June of each year and copied to the ~~Chairperson of the Chapter.~~ **Chapter Chairperson.** A seniority list shall also be provided when any Regular Employee is served notice of lay off and such list shall indicate each Employee’s classification.  (f) Should a difference arise regarding an Employee’s seniority, the parties shall exchange the information necessary to establish accuracy. |
| 56 | Harassment and Discrimination | December 9, 2021 | 56.01 The Employer, Union and Employees are committed to having a safe and respectful workplace where workplace violence, sexual harassment and harassment are not tolerated.  The Employer will not tolerate discrimination in employment on the basis of race, religious beliefs, colour, gender, physical disability, mental disability, age (18 years or more), ancestry, place of origin, marital status, source of income, family status, sexual orientation, gender identity or gender expression.  All employees will be required to participate in the appropriate training.  56.02 In this collective agreement, harassment in the workplace is unwelcome verbal or physical conduct related to the grounds of discrimination noted above. It may be a pattern of such conduct. Harassment may cause embarrassment, humiliation and may interfere with a person's performance.  56.03 In this collective agreement, sexual harassment in the workplace is unwelcome behaviour of a sexual nature which occurs from electronic communication, verbal or physical conduct. It may be a pattern of such conduct. Sexual harassment may cause embarrassment, humiliation and may interfere with a person's performance.  56.04 An Employee who has a complaint of discrimination, harassment, sexual harassment or workplace violence has a responsibility to document the incident and advise the offender that his or her actions are unacceptable. It is important that the alleged offender be made aware that the behaviour or conduct is offensive, and be given the opportunity to cease such behaviour.  56.05 If the Employee is uncomfortable or feels intimidated about confronting the offender, the Employee may file a complaint directly to his or her immediate supervisor, Department Head or the Human Resources department and an investigation will be conducted by the Employer. In the event the investigation supports the complaint, disciplinary action, up to and including discharge, may be taken by the Employer.  56.06 The Employer will not tolerate any form of retaliation against an Employee who, in good faith, makes a complaint of discrimination, harassment, sexual harassment or workplace violence. If an Employee acts in bad faith in making a complaint of discrimination, harassment, sexual harassment or workplace violence, disciplinary action may be taken against such Employee.  56.07 All complaints will be dealt with promptly and in an appropriately confidential manner.  56.08 Any disciplinary action arising from a harassment investigation may be grieved under Article 21. | 56.01 The Employer, Union and Employees are committed to having a safe and respectful workplace where workplace violence, sexual harassment and harassment are not tolerated.  The Employer will not tolerate discrimination in employment on the basis of race, religious beliefs, colour, gender, physical disability, mental disability, age (18 years or more), ancestry, place of origin, marital status, source of income, family status, sexual orientation, gender identity or gender expression.  All employees will be required to participate in the appropriate training.  56.02 In this collective agreement, harassment in the workplace is unwelcome verbal or physical conduct related to the grounds of discrimination noted above. It may be a pattern of such conduct. Harassment may cause embarrassment, humiliation and may interfere with a person's performance.  56.03 In this collective agreement, sexual harassment in the workplace is unwelcome behaviour of a sexual nature which occurs from electronic communication, verbal or physical conduct. It may be a pattern of such conduct. Sexual harassment may cause embarrassment, humiliation and may interfere with a person's performance.  56.04 An Employee who has a complaint of discrimination, harassment, sexual harassment or workplace violence has a responsibility to document the incident and advise the offender that his or her actions are unacceptable. It is important that the alleged offender be made aware that the behaviour or conduct is offensive, and be given the opportunity to cease such behaviour.  56.05 If the Employee is uncomfortable or feels intimidated about confronting the offender, the Employee may file a complaint directly to his or her immediate supervisor, Department Head or the Human Resources department and an investigation will be conducted by the Employer. In the event the investigation supports the complaint, disciplinary action, up to and including discharge, may be taken by the Employer.  56.06 The Employer will not tolerate any form of retaliation against an Employee who, in good faith, makes a complaint of discrimination, harassment, sexual harassment or workplace violence. If an Employee acts in bad faith in making a complaint of discrimination, harassment, sexual harassment or workplace violence, disciplinary action may be taken against such Employee.  56.07 All complaints will be dealt with promptly and in an appropriately confidential manner.  56.08 **Notwithstanding Clause 20.03 disciplinary action arising from Article 56 would be kept on file for a period of thirty six (36) months.** Any disciplinary action arising from a harassment investigation may be grieved under Article 21. |
| 57 | Contracting Out | August 12, 2021 |  | Current |
|  | Schedule A | May 6, 2022 | Salary  July 1, 2017 -0% increase to salary schedule  July 1, 2018 -0% increase to salary schedule  July 1, 2019 -0% increase to salary schedule with a wage reopener  Wage reopener negotiations may commence on or after May 1, 2019. If parties cannot agree on the wage adjustment by July 31, 2019, either party may apply for compulsory interest arbitration, with the hearing to commence after September 30, 2019 | Salary  ~~July 1, 2017 -0% increase to salary schedule~~  ~~July 1, 2018 -0% increase to salary schedule~~  ~~July 1, 2019 -0% increase to salary schedule with a wage reopener~~  ~~Wage reopener negotiations may commence on or after May 1, 2019. If parties cannot agree on the wage adjustment by July 31, 2019, either party may apply for compulsory interest arbitration, with the hearing to commence after September 30, 2019~~  **April 1, 2023 – 1.25% increase to salary schedule**  **December 1, 2023 – 1.50% increase to salary schedule**  **\*December 1, 2023 – contingent gain share of 0.5%**  **\*Gain Sharing Formula:**  **Alberta's 20-year average (2000-2019) of Real Gross Domestic Product (GDP) is 2.7%. Provided that the "Average of All Private Forecasts for Alberta's Real GDP" for 2023 Calendar Year is at or above 2.7% as of February of 2024, then an additional 0.5% will be added to wages retroactively effective to January 1, 2024.**  **"Average of All Private Forecasts for Alberta's Real GDP" for 2023 Calendar Year would be a simple average of Alberta's Real GDP for 2023 across the following independent forecasting institutions:**  **• Conference Board of Canada**  **• Stokes Economics**  **• BMO Capital markets**  **• CIBC World Markets**  **• Laurentian Bank**  **• National Bank**  **• RBC Royal Bank**  **• Scotiabank**  **• TD Bank**  **The most recent publicly available forecast for Alberta's Real GDP for 2023 would be sourced** |
|  | Schedule B | May 6, 2022 | The normal hours of work are thirty-six and one-quarter (36 1/4) hours per week for the following job titles:  Clerk I  Clerk II  Clerk III  Clerk Typist I  Clerk Typist II  Student Services Officer  Student Enrolment Officer  Duplicating Machines Operator  Campus Recreation Programmer  Library Assistant  Caretaker I  Caretaker II  Automotive Equipment Operator  Technician I  Technician II  Technician III  Administrative Officer  Administrative Assistant I  Administrative Assistant II | The normal hours of work are thirty-six and one-quarter (36 1/4) hours per week for the following job titles:  Clerk I  Clerk II  Clerk III  Clerk Typist I  Clerk Typist II  Student Services Officer  Student Enrolment Officer  Duplicating Machines Operator  Campus Recreation Programmer  ~~Library Assistant~~  Caretaker I  Caretaker II  Automotive Equipment Operator  Technician I  Technician II  Technician III  Administrative Officer  Administrative Assistant I  Administrative Assistant II |
|  | Schedule C | May 6, 2022 | The normal hours of work are forty (40) hours per week for the following job titles:  Toolroom Operator  Caretaker III  Dean of Residence  Housing Officer  Service Worker I  Service Worker II  Service Worker III  Service Worker IV  Technician I  Tradesman I  Tradesman II (A) and (B)  Tradesman III  Tradesman IV (A) and (B)  Tradesman V (A) and (B)  Tradesman VI  Tradesman VII  Tradesman VII (B)  Technician II  Building Operator  Instructional Assistant | The normal hours of work are forty (40) hours per week for the following job titles:  Toolroom Operator  Caretaker III  ~~Dean of~~ Residence **Life Coordinator**  ~~Housing Officer~~  Service Worker I  Service Worker II  Service Worker III  Service Worker IV  Technician I  Tradesman I  Tradesman II (A) and (B)  Tradesman III  Tradesman IV (A) and (B)  Tradesman V (A) and (B)  Tradesman VI  Tradesman VII  Tradesman VII (B)  Technician II  Building Operator  Instructional Assistant |
|  | Schedule D |  |  |  |

| LOU # | Title | Sign Off Date | Old Language | New Language |
| --- | --- | --- | --- | --- |
| 1 | Student Rates |  |  |  |