

**Collective Agreement**

**between**

**Board of Governors of  
Lakeland College**

**and the**

**Alberta Union of  
Provincial Employees  
Representing  
Local 071, Chapter 004**

**July 1, 2007 - June 30, 2009**



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PREAMBLE

This Agreement made the 30<sup>th</sup> and 31<sup>st</sup> day of August, 2007, A.D.

BETWEEN:

The Board of Governors of Lakeland College (hereinafter called the "Employer")

OF THE FIRST PART

-and-

The Alberta Union of Provincial Employees, (hereinafter called the "Union"), on behalf of all Employees covered by this Collective Agreement

OF THE SECOND PART

WHEREAS the Board of Governors is an Employer within the meaning of The Public Service Employee Relations Act and administers Lakeland College; and

WHEREAS pursuant to the provisions of the Act; the Union has the sole right to negotiate on behalf of the Employer's Employees, except those excluded under the provisions of Article 2, Jurisdiction, of this Agreement; and

WHEREAS, the Parties are mutually desirous of entering into a Collective Agreement with the intent to promote a harmonious relationship between the said Employees and the Employer and to set forth in this Collective Agreement rates of pay, hours of work, and other terms or conditions of employment for each Employee of the Employer, and to provide a procedure for the consideration and settlement of differences.

NOW THEREFORE, the Parties hereto mutually agree as follows:

**ARTICLE 1 - DEFINITIONS**

1.1 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 Lakeland College;
- (e) "Local" means Local 71/004, Lakeland College, of The Alberta Union of Provincial Employees;
- (f) "Designated Officer" means a person who is authorized on behalf of the Employer to deal with grievances;
- (g) "Employee" means any person employed by the Employer and covered by Clause 2.1 of this Agreement, and includes:

- i) "Permanent Employees" who are Employees who occupy permanent or continuing term positions and who have successfully completed a probationary period,
  - ii) "Probationary Employees" who are Employees who, during an initial period of employment, are serving a probationary period,
  - iii) "Temporary Employees" who are Employees who occupy a position established on a full-time basis for a limited duration of more than six (6) months,
  - (iv) "Casual Employees" who are Employees who do not fall into one of the above categories. When continuous full-time employment of a Casual Employee exceeds six (6) months, the Employee shall be placed in a temporary position. Breaks in service will be based on operational requirements.
- (h) "Full-Time Permanent Position" means a full-time position established as such, the duties of which are of a continuing nature of indefinite extent and in which the incumbent is required to work year round;
  - (i) "Part-Time Permanent Position" means a part-time position established as such, in which the incumbent is required to work not less than:
    - i) three (3) hours on each workday in the year, or
    - ii) seven (7) hours per day on two (2) or more workdays per week, or
    - iii) ten (10) full workdays in each month;
  - (j) "Full-Time Continuing Term Position" means a full-time position established as such, the duties of which are of a continuing nature for a recurring specific period of the year no less than nine (9) months in duration;
  - (k) "Part-Time Continuing Term Position" means a part-time position established as such, the duties of which are of a continuing nature for a recurring specific period of the year no less than twenty-one (21) hours per week and nine (9) months in duration;
  - (l) "Temporary Position" means a full-time position established as such, the duties of which are for a specific period of time with a limited duration of more than six (6) months and not normally exceeding eighteen (18) months in duration;
  - (m) "Annual Salary" means the annual amount of an Employee's regular salary as set out in Schedule "A" and includes Acting Incumbency pay, but excludes any other compensation;
  - (n) "Monthly Salary" means annual salary divided by twelve (12);
  - (o) "Hourly Rate" means the annual salary divided by the Employee's normal annual hours of work;
  - (p) "Union Steward" means an Employee in the bargaining unit who is selected by the Employees of the bargaining unit to act on behalf of those Employees;

- (q) “Maximum Salary” means the highest step of the pay range assigned to a classification level;
- (r) “Minimum Salary” means the lowest step of the pay range assigned to a classification level;
- (s) “Month” means a calendar month;
- (t) “Step” means a single salary rate within a pay range;
- (u) “Workday” means any day on which an Employee is normally expected to be at his place of employment;
- (v) “Increment” means the difference between one step and the next step within a pay range;
- (w) “Employer” means the Board of Governors of Lakeland College;
- (x) “Apprentice” means an Employee defined within the “Apprenticeship and Industry Training Act” who is serving a special training period in preparation for admission to full status as a skilled tradesman;
- (y) “Union” means The Alberta Union of Provincial Employees;
- (z) “Family”, in addition to its usual meaning, includes common-law relatives;
- (aa) “Student” means a person who was registered as a student in the previous academic year and/or has applied to attend an educational institution in the following academic year. This definition is deemed to include individuals enrolled in the Green Certificate program;
- (bb) “Fiscal year” means a period commencing July 1 and ending on June 30.

## **ARTICLE 2 – JURISDICTION**

- 2.1 Subject to Clause 2.2, the Employer recognizes the Union as the sole bargaining agent, as specified in Article 3, Application, for all the Employees of the Employer when employed in general support services except those persons excluded pursuant to the Public Service Employee Relations Act or by mutual agreement of the Parties at the time of signing or during the life of this Agreement or excluded by the Public Service Employee Relations Board pursuant to Article 40, Classification.
- 2.2 This Collective Agreement does not apply to students whose employment is contemplated by the curriculum of a course in which they are enrolled; persons employed under federal, provincial, and municipal special or cost-shared programs; or persons employed as student assistants, including lab monitors, library pages, student markers and peer tutors.
- 2.3 The Employer recognizes that every effort shall be made to ensure that the hiring of students does not significantly reduce the work normally performed by bargaining unit employees resulting in a reduction in salary.

### **ARTICLE 3 – APPLICATION**

- 3.1 This Agreement applies to an Employee:
- (a) appointed to a full-time permanent position; or
  - (b) appointed to a full-time continuing term position so that, all articles apply subject to relevant plan terms and conditions and prorated as applicable, or
  - (c) appointed to a part-time permanent position so that, all articles apply subject to relevant plan terms and conditions and prorated as applicable, or
  - (d) appointed to a part-time continuing term position so that, all articles apply subject to relevant plan terms and conditions and prorated as applicable, or
  - (e) appointed to a temporary position except that, subject to relevant plan terms and conditions and prorated as applicable, the following shall not apply:
    - i) Article 11, Grievance Procedure – in the case of termination or dismissal Apprentices shall not have access to Article 11, Grievance Procedure, for termination of employment as a result of either:
      - failure to comply with the terms and conditions of the Apprenticeship and Industry Training Act and/or regulations, or,
      - the unavailability of tradesman positions upon completion of the Apprenticeship program.
    - ii) Article 18, General Illness, shall not apply until after one year of continuous service,
    - iii) Article 20, Long Term Disability Insurance (LTDI) shall not apply until after one year of continuous service,
    - iv) Article 22, Annual Vacation Leave,
    - v) Article 25, Maternity/Parental Leave,
    - vi) Article 31, Workers' Compensation Supplement,
    - vii) Article 34, Position Abolishment,
    - viii) Article 37, Probationary Employee and Period,
    - ix) Article 47, Health Plan Benefits, shall not apply until after one year of continuous service,
    - x) Article 48, Insurance, shall not apply until after one year of continuous service, (except that Clauses 48.2 and 48.3 shall apply),
    - xi) Article 54, Dental, shall not apply until after one year of continuous service.
  - (f) hired for casual employment, except that the following shall not apply:
    - i) Article 11, Grievance Procedure, in the case of termination,

- ii) Article 17, Casual Illness,
- iii) Article 18, General Illness,
- iv) Article 20, Long Term Disability Insurance (LTDI),
- v) Article 21, Paid Holidays (except that Clause 21.6 (a) shall apply),
- vi) Article 22, Annual Vacation Leave,
- vii) Article 23, Special Leave,
- viii) Article 25, Maternity/Parental Leave
- ix) Article 31, Workers' Compensation Supplement,
- x) Article 33, Layoff and Recall,
- xi) Article 34, Position Abolishment,
- xii) Article 37, Probationary Employee and Period,
- xiii) Article 47, Health Plan Benefits,
- xiv) Article 48, Insurance (except that Clauses 48.2 and 48.3 shall apply),
- xv) Article 54, Dental.

3.2 A Temporary or Casual Employee shall in lieu of receiving annual vacation leave pursuant to Article 22, Annual Vacation Leave, be allowed in addition to his regular wage earnings, pay at 6% of his regular wage earnings.

3.3 A Casual Employee shall in lieu of receiving paid holidays pursuant to Article 21, Paid Holidays, be allowed, in addition to his regular wage earnings, pay at 5.2% of his regular wage earnings, and for working on a paid holiday, pay at time and one-half his regular hourly rate for all hours worked up to the equivalent of full normal daily hours and double time thereafter.

#### **ARTICLE 4 – MANAGEMENT RECOGNITION**

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

#### **ARTICLE 5 – UNION RECOGNITION**

5.1 The Employer recognizes the Union as the exclusive bargaining agent for all Employees covered by this Agreement. The Employer shall not recognize any Employee or group of Employees as representing the Union, nor shall the Employer enter into any separate Agreement(s) with an Employee, a group of Employees or a Union Steward which compromises the terms or conditions of employment contained in this Agreement without the prior written approval of the President of the Union.

- 5.2 The Parties agree that there shall be no discrimination or coercion exercised or practiced with respect to any Employee for reason of membership or legitimate activity in the Union.
- 5.3 The Employer will provide specific bulletin board space for use of the Union at locations on the Employer's premises which are accessible to Employees. Sites of the bulletin boards are to be determined by the Employer and the Union. Bulletin board space shall be used for the posting of Union information directed to its members and copies of such information shall be cleared by the Employer prior to posting.
- 5.4 The Local will be permitted to use the Employer's mail service, including electronic mail, and the electronic bulletin board for the purpose of conveying union information.
- 5.5 An Employee shall have the right to wear or display the recognized insignia of the Union, however, no such insignia larger than a lapel pin shall be worn on issue clothing or uniforms, nor shall an insignia be displayed on Employer's equipment or facilities.

#### **ARTICLE 6 – LEGISLATION AND THE COLLECTIVE AGREEMENT**

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

#### **ARTICLE 7 – TERMS OF EMPLOYMENT**

- 7.1 During the life of this Agreement, the Employer may, with the agreement of the Executive Committee of the Union,
- (a) alter rates of Employee compensation, or
  - (b) alter any Employee entitlement or Employee rights which are contained within this agreement and, upon such agreement, these changes shall become the rates, entitlements, or Employee rights.

#### **ARTICLE 8 – EMPLOYER – UNION RELATIONS**

- 8.1 The Employer will grant Union Staff Officers access to its premises when negotiating pursuant to The Public Service Employee Relations Act or participating in committees with representatives of the Employer or when investigating a grievance provided that, in the latter instance, prior approval for the appointment with the grieving Employee has been obtained through the Human Resources Department. The foregoing approval shall not be unreasonably denied. Additional access to the Employer's premises may be granted for such purposes as are approved in advance by the Employer.

- 8.2 Permission may be granted to the Local to hold regular or special Local meetings on the campus/center at times outside of scheduled working hours, provided that suitable space is available.
- 8.3 The Chairperson of the worksite Chapter or their designate shall be given the opportunity to have a thirty (30) minute orientation meeting with all new bargaining unit employees in conjunction with the annual New Employee Orientation session. This orientation meeting shall be for the sole purpose of explaining the role of AUPE on the worksite and what AUPE offers to its membership.
- 8.4 When it is necessary to use postal service, all correspondence shall be by registered mail.

#### **ARTICLE 9 – UNION MEMBERSHIP AND DUES CHECK-OFF**

- 9.1 All Employees covered by this Agreement shall become members of the Union as a condition of employment. An Employee who has a religious objection to becoming a member of the Union shall be permitted to opt out of membership by providing the Union with a signed statutory declaration outlining the objection within sixty (60) consecutive calendar days from the date of commencement of employment, but such Employee shall continue to pay Union dues.
- 9.2 Notwithstanding the generality of the above, all Employees covered by this Agreement shall be required to pay Union dues. The Employer shall, therefore, as a condition of employment, deduct each month 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.
- 9.3 The Employer shall remit Union dues deducted from the pay of all Employees to the Union by the first (1<sup>st</sup>) working day after the fifteenth (15<sup>th</sup>) calendar day in the following month. Where an accounting adjustment is necessary to correct an overpayment or underpayment of dues, it shall be effected in the succeeding month. The deductions remitted shall be accompanied by particulars identifying each Employee, showing Employee number, starting date, classification, amount of Union dues deducted, name and last known address. The Employer will also provide, on a monthly basis, a list containing the names and last known addresses of Employees currently receiving Long Term Disability benefits.
- 9.4 The Union agrees that for purposes of this article all Employees are members of the Union, except those who have voluntarily opted out in accordance with Clause 9.1.
- 9.5 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 to the Employer at least thirty (30) calendar days prior to the effective date of the change.
- 9.6 The Union agrees to indemnify and save the Employer harm against any claim or liability arising out of the application of this Article.

#### **ARTICLE 10 – UNION STEWARDS**

- 10.1 The Employer recognizes the Union Steward as an official representative of the Union.
- 10.2 The Employer acknowledges the right of the Union to appoint Employees in the bargaining unit as Union Stewards.

- 10.3 A reasonable number of Union Stewards shall be appointed for the workplace by the Union, having regard to the plan of organization and the distribution of Employees. The parties shall consult in order to resolve any differences.

#### **ARTICLE 11 – GRIEVANCE PROCEDURE**

- 11.1 (a) “Days” means workdays,
- (b) “Demotion” means a transfer to a position with a lower maximum salary,
- (c) A grievance is a complaint regarding:
- i) alleged unjust treatment or discrimination;
  - ii) alleged unfair working conditions;
  - iii) the dismissal of a probationary Employee or an alleged unjust written reprimand;
  - iv) any disciplinary action involving financial penalty, other than one described in (c) (iii) above or the application, interpretation or any alleged violation of this Agreement or on any other matter involving financial penalty other than one described in (c) (iii) above.

Grievances on paragraphs (i), (ii) and (iii) above may be processed through Levels 1 and 2 inclusive and grievances on paragraph (iv) above may be referred to adjudication.

- (d) A grievance concerning the dismissal of a casual employee may be the subject of the grievance procedure except that the decision at Level 1 shall be final and binding.
- 11.2 When a grievance arises it shall be dealt with in the manner outlined in the following Clauses, except that a grievance may not be presented on a matter when an appeal procedure already exists or when it is specifically prohibited.
- 11.3 (a) The President of the College shall advise all Employees by poster or by some other similar means of notification, of the name, title and mailing address of the Designated Officer at each level of this Grievance Procedure.
- (b) The President of the College shall provide a list of Designated Officers and their mailing addresses to the Union whenever there is a change of incumbent.

#### 11.4 Request for Discussion

The President of the College or the aggrieved or their designates may request a written grievance be discussed at any level of the Grievance Procedure. The aggrieved’s request for discussion shall not unreasonably be denied. This discussion shall be recognized as the Employee’s opportunity to clarify the circumstances surrounding his alleged grievance. A Union Steward or a Union Staff Member shall be allowed to be present, if desired by the aggrieved, at any of these discussions including the Employee’s informal discussion with his supervisor or his supervisor’s designate. When a request for discussion has been approved, leave with pay shall be allowed to the aggrieved and an accompanying Union Steward and, if travel is involved, reimbursement for travel expenses in accordance with regulations shall be permitted.

#### 11.5 Level 1

- (a) An Employee who wishes to pursue a grievance, even after having first attempted to resolve it with his immediate supervisor or his supervisor's designate, must submit it in writing within fifteen (15) days of the date upon which the subject of the grievance occurred or of the time when the Employee first became aware that a grievance had allegedly occurred. The grievance may be submitted to:
  - i) the Designated Officer directly at Level 1, or,
  - ii) the Designated Officer at Level 1 by registered mail when (i) above is not practical.
- (b) A grievance shall be normally presented upon the Official A.U.P.E. Grievance Form, except that a grievance shall not be deemed invalid by reason of the fact that it is not in accordance with the prescribed form provided it states the nature of the grievance, the Article(s) alleged to be violated, and the redress sought.
- (c) The Designated Officer at Level 1 shall submit a written reply to the Employee, with a copy to the Union, within fifteen (15) days of the receipt of the grievance.

#### 11.6 Level 2

- (a) When an Employee is not satisfied with the answer or settlement he received from the Designated Officer at Level 1 and he wishes to pursue his grievance he must, if he has the approval of the Union, submit his grievance to the Designated Officer at Level 2, either directly or, where practical, through his immediate supervisor.
- (b) A submission at Level 2 must be made within fifteen (15) days of the receipt of the reply of the Designated Officer at Level 1.
- (c) The Designated Officer at Level 2 shall submit a written reply to the Employee within fifteen (15) days of the receipt of the grievance at Level 2 and shall submit a copy of his reply to the Union.
- (d) For the purpose of this procedure the decision given by the Designated Officer at this level shall be final and binding upon the Employee unless the grievance is a "class of grievance" that may be referred to adjudication pursuant to paragraph (c) (iv) of Clause 11.1.

#### 11.7 Adjudication

- (a) Subject to Clause 11.6 (d), if an Employee is not satisfied with the answer or settlement he received from the Designated Officer at Level 2 and he wishes to pursue his grievance, he must submit his grievance for adjudication, in accordance with the Act, provided that he has the approval of the Union, except that Union approval is not mandatory where an Employee is grieving dismissal. The Union shall notify the President of the College in writing of a submission of an alleged grievance to adjudication. Such notification shall include a copy of the alleged grievance.

- (b) A submission to adjudication must be made within fifteen (15) days of the receipt of the reply at Level 2. Such submission shall be by registered mail.

#### 11.8 Time Limits and Procedures

- (a) When the aggrieved fails to process a grievance within the time limits and procedures specified in Clause 11.5, 11.6, 11.7, 11.10, and 11.14 he shall be deemed to have abandoned his grievance.
- (b) When the party receiving a grievance fails to process the grievance within the time limits specified in Clause 11.5, 11.6, or 11.10, the aggrieved shall automatically be eligible to advance his grievance to the next higher level, except that to advance to adjudication a grievance must be a grievance as defined pursuant to 11.1 (c) (iv).
- (c) When it is necessary to use the postal service to process a grievance, all correspondence between the respondents to the grievance or their representatives and the Employee and his representatives shall be by registered mail.
- (d) When a grievance is processed by registered mail, the grievance shall be deemed to have been submitted on the day on which it was registered by the aggrieved. Similarly, the Designated Officer shall be deemed to have submitted a reply at any level on the date on which the letter containing the reply was registered. The time limit within which the aggrieved may submit his grievance to the next higher level shall be calculated from the date on which the Designated Officer's reply was delivered to the address shown on the grievance form.
- (e) When a grievance or reply is delivered by hand, it will be dated the date it was delivered.
- (f) The time limits between levels may be extended by mutual agreement of the Employer and the Union but such agreement shall be in writing.

#### 11.9 Replies by Designated Officers

The reply from the Designated Officer at each level of grievance procedure shall contain the reason(s) for acceptance or denial of the grievance and shall be sent by registered mail or delivered by hand to the grievor.

#### 11.10 Variance from Normal Grievance Procedure

- (a) A grievance may initially be presented beyond Level 1 with the approval of the President, where he is of the opinion that:
  - i) the nature of the grievance is such that a decision cannot be given below a particular level of authority, or,
  - ii) the organization of the College makes it impossible to process a grievance through each level of the procedure, or,
  - iii) when the grievance results from the action of a Designated Officer, such grievance may be initiated at the level of that Designated Officer.
- (b) In the case of a difference arising from demotion, suspension, or dismissal, other than a dismissal as described in 11.1 (c) (iii), the grievance shall initially be

presented at Level 2 except where the President or the President's designate notifies the Employee involved in the difference that he may present his grievance to adjudication.

- (c) When it is decided that a grievance will be heard initially at Level 2 or adjudication, pursuant to Clause (b), the submission must be made by the Employee within fifteen (15) days of receipt of the written communication notifying him of the demotion, suspension or dismissal.

#### 11.11 Meetings During Grievance Procedure

- (a) A Union Steward shall not leave his place of work to discuss a grievance with representatives of the Employer or an Employee during working hours without first obtaining permission from his immediate supervisor to do so.
- (b) An Employee who wishes to discuss his grievance with representatives of the Employer at any level of the grievance procedure shall obtain the permission of someone in authority before leaving his place of work for this purpose and shall report back to his immediate supervisor or someone in authority before resuming his normal duties.

#### 11.12 Powers of the Adjudication Board

- (a) The Adjudication Board shall neither add to, detract from, nor modify the language of any Article of the Collective Agreement.
- (b) The Board shall expressly confine itself in its award to the precise issue submitted to the Board and shall have no authority to make a decision on any other issue not so submitted to it.
- (c) Where disciplinary action against an Employee is involved, the Board may vary the penalty as the Board considers fair and reasonable.

#### 11.13 Decision of the Board

The decision of the Adjudication Board shall be final and binding on all Parties.

#### 11.14 Policy Grievances

Where the Union by way of a grievance signed by the President of the Union, or the Employer by way of a grievance signed by the President of the College, seeks to enforce an obligation that is alleged to arise out of this Agreement; and, the obligation, if any, is not an obligation which may be the subject of a grievance of an Employee, the Employer or the Union may present a grievance to an Adjudication Board.

A Policy Grievance shall be submitted to the other Party within fifteen (15) days of the date upon which the alleged violation of the Collective Agreement has occurred, or within fifteen (15) days from the date upon which the aggrieved Party could reasonably be expected to have first become aware of the subject of the grievance.

Within fifteen (15) days from the date of filing a Policy Grievance, the Parties shall meet in an attempt to resolve the difference. Failure to resolve the Policy Grievance within fifteen (15) days of filing shall entitle the aggrieved Party to advance the Policy Grievance to Adjudication within an additional fifteen (15) days.

- 11.15 The Employer shall grant the aggrieved leave of absence for the purpose of attending Adjudication Board hearing(s), provided that the leave of absence shall be only for the purpose of attending the hearing(s) and shall have stipulated time limits.
- 11.16 The Employer shall grant leave of absence for witnesses acting on behalf of the Employee to attend Adjudication Board hearing(s).
- 11.17 The leave of absence stipulated in Clauses 11.15 and 11.16 shall be with pay and the Employee may claim subsistence and travelling allowance in accordance with regulations governing subsistence except where dismissal of an Employee is upheld by the Adjudication Board, in which case no reimbursement for pay, subsistence or travel allowance shall be allowed to the aggrieved.
- 11.18 A dismissed Employee, who has not been granted Union approval or assistance, shall make his own arrangements for representation and shall assume responsibility for any costs of being represented at the hearing including, but not limited to, witness fees and travelling expenses.
- 11.19 The expenses of witnesses called by the Chairman of the Grievance Board shall be shared on an equal basis by the Employer and the Union, except in the case of Clause 11.18 where the expenses shall be shared by the Employer and the aggrieved.
- 11.20 When a three (3) member Board has been agreed to by both the Employer and the Union, the following provisions shall apply:
  - (a) The Employer's appointee shall not be:
    - i) an Employee of the Employer.
  - (b) The President of the Union's appointee shall not be:
    - i) an Employee of the Employer,
    - ii) a staff member of the Union.

## **ARTICLE 12 – ATTENDANCE**

- 12.1 An Employee who is absent from duty without prior authorization for absences up to and including three (3) days shall communicate on a daily basis to his supervisor or his supervisor's designate at his normal place of work the reason(s) for his absence as follows:
  - (a) at least two (2) hours prior to commencement of his shift; or,
  - (b) in the case of day workers, at the beginning of his normal workday.

In the case of absences in excess of three (3) consecutive workdays, the Employee shall report to his supervisor or his supervisor's designate at his normal place of work prior to or at the beginning of his normal workday the reason(s) for his absence, and provide his expected date of return to work as predicted by the attending physician. Normally, all communications required under this Clause shall be verbal.
- 12.2 An Employee on authorized leave of absence or illness for an indeterminate period who wishes to return to work earlier than anticipated shall notify his supervisor or his

supervisor's designate at his normal place of work of his intention to return to work in the following manner:

- (a) an Employee reporting for day work shall give notice during the preceding workday.
  - (b) an Employee reporting for work on an afternoon or a night shift shall give notice no later than noon of the day immediately preceding his return to work.
- 12.3 An Employee who is on an approved leave of absence without pay (Article 24) of twenty (20) workdays or more and who wishes to return to work prior to the expiration date of a leave of absence for a fixed period shall notify his supervisor or his supervisor's designate at his place of work at least twenty (20) clear workdays or such shorter period as is mutually agreed to prior to the desired date of return.
- 12.4 Time limits, pursuant to Clause 12.1, 12.2 and 12.3 shall be waived when it can be established that the Employee, for acceptable reasons, was unable to contact his supervisor or his supervisor's designate within the time limits specified.

### **ARTICLE 13 – HOURS OF WORK**

- 13.1 The normal base hours of work for Employees covered by this Agreement shall be:
- (a) 36.25 hours per week, 7.25 hours per day, or
  - (b) 40 hours per week, 8 hours per day, as identified in Schedule B.
- 13.2 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) hours, one (1) period to be granted before the meal break and one (1) to be granted after. An Employee working a work period of more than two (2) hours but less than six (6) hours shall be granted one (1) rest period per work period. Rest periods shall not be granted within one (1) hour of commencement or termination of a work period.
- 13.3 A meal period of not less than one-half (1/2) hour and, except where opted in "Flextime" operations, not more than one and one-half (1½) hours shall be granted to all Employees at approximately the mid-point of each work period that exceeds four (4) hours. Such meal period shall be without pay except as provided for in 13.4.
- 13.4 An Employee who is directed by his supervisor to remain, due to a specific assignment, at his station of employment during his meal period shall be paid for such meal period at his regular rate of pay. Time worked during such on duty lunch break shall not contribute towards a fulfillment of the normal hours of work nor towards any overtime compensation.
- 13.5 An Employee shall not be required to work a split shift involving a break between work periods longer than the specified meal period, except for Employees whose primary assignment is in the Dairy.
- 13.6 The Parties agree that the Employer may implement a flexible or modified work week system under conditions as provided in Article 14, Modified or Flexible Hours of Work, of this Agreement.
- 13.7 Every reasonable effort shall be made by the Employer not to schedule the commencement of a shift within (8) hours of the completion of the Employee's previous

shift. Subject to operational requirements, normally one (1) week's notice will be given to the Employee to schedule a change in shift.

- 13.8 Where operational requirements permit, each Employee shall normally have two (2) consecutive days off per seven (7) consecutive calendar days; however, no Employee shall be required to work more than ten (10) consecutive calendar days without days off, unless otherwise mutually agreed.

#### **ARTICLE 14 – MODIFIED OR FLEXIBLE HOURS OF WORK**

- 14.1 This Article sets forth terms and conditions of employment to be observed where the Employer utilizes any form of modified or flexible system of hours of work for part or all of the College operation.
- 14.2 The Parties agree that the Employer may implement a flextime or modified work week system of hours of work, except that participation by an Employee in these systems of hours of work shall be voluntary.
- 14.3 The Employer has the sole right to determine the number of Employees who are required to be at work. However, upon entering into a flextime system, the Employees are entitled to have the first opportunity to plan their work schedule whereby they may arrange their starting times, lunch periods and finishing times on a daily basis, in keeping with the Employer's operational requirements. Employees shall have the opportunity to make up time lost during the flex period due to late arrival, subject to this Article.
- 14.4 An Employee participating in a flextime system of hours of work will be allowed a ten (10) hour carryover, either in the way of a bank or a deficit, and regular monthly salary shall be paid provided the Employee's time is within these limitations. An Employee may not accumulate a bank in excess of ten (10) hours, and if at the end of any month his deficit is more than ten (10) hours, he shall be deducted for those hours that are in excess of ten (10) hours.
- 14.5 The banked hours may be taken as time off with pay in subsequent months; however, the maximum time taken within a two (2) workday period shall not exceed 7.25 or 8 hours in accordance with an Employee's normal hours or work. Employee preference in this regard shall be honoured where possible.
- 14.6 Authorized overtime hours worked outside of flex or core times may not be used to cover off deficits pursuant to Clause 14.4 above.
- 14.7 In the event the flextime or modified work week system of hours of work does not result in the provision of a satisfactory service to the public, or is deemed by the Employer to be impractical for other reasons, the Employer may require a return to regular times of work in which case the Employer shall provide advance notice of one (1) month of the change to the Employees involved.
- 14.8 An Employee who is working according to a flexible or modified work system may opt for regular times of work by providing the Employer advance notice of one (1) week.
- 14.9 Employees working according to a modified work week system of hours of work will experience no loss or gain in Employee entitlements as a result of variances in work hours.
- 14.10 Where applicable these provisions shall have force and effect in lieu of Article 13, Hours of Work, and Article 15, Overtime, of this Agreement.

## **ARTICLE 15 – OVERTIME**

- 15.1 An Employee may be required to work hours beyond regularly scheduled hours to overcome unexpected workloads and to meet extraordinary situations. Such overtime shall be authorized by the Employer.
- 15.2 An Employee may occasionally be required to work extra time, up to fifteen (15) minutes, immediately following closing time, or to brief an oncoming shift, without payment. However, if the extra time exceeds fifteen (15) minutes, a minimum of one-half (1/2) hour overtime compensation will be paid, with compensation thereafter in accordance with Clause 15.7.
- 15.3 An Employee who has been authorized to work overtime and who is employed in a classification that is not excluded from premium overtime payment shall be compensated as follows:
- (a) Where overtime is controlled on a daily basis:
    - i) Subject to 15.8 and 15.9 for overtime hours worked on a regularly scheduled workday at time and one-half his regular hourly salary for the first two (2) hours worked in excess of his regular daily hours and at double his regular hourly salary for hours worked in excess of two (2) hours.
    - ii) For overtime hours worked on day(s) of rest:
      - (a) at time and one-half his regular hourly salary for all hours worked up to the equivalent of full normal daily hours and double time for additional hours worked thereafter, on a compressed work week day off or on his regularly scheduled first day of rest.
      - (b) at double his regular hourly salary for all hours worked on subsequently scheduled day(s) of rest regardless of whether the Employee works the first day of rest.
    - iii) In lieu of his regular pay for a paid holiday as listed in Article 21.1, at time and one-half his regular hourly salary for all hours worked on a paid holiday.
    - iv) For purposes of this subsection, authorized travel on College business outside the region shall be considered working hours and when authorized outside of normal working hours, or on a paid holiday or on a regularly scheduled day of rest, the Employee shall be paid at his regular hourly salary for all hours worked, except that an Employee shall not be compensated for travel spent proceeding to and from his usual place of work and residence.
    - v) An Employee who is required to work on the Civic Holiday or Easter Monday shall be compensated at time and one-half (1\_) his regular hourly rate of pay for all hours worked.
- 15.4 Compensatory time off with pay in lieu of a cash settlement may be claimed by the Employee. However, time off accumulated as a result of overtime worked shall be taken at a mutually agreeable time within the fiscal year in which it was earned, but in exceptional circumstances the Employer may authorize unused compensatory time earned to be taken no later than the end of the following fiscal year.

- 15.5 An Employee who requests for personal reasons, and who as a result of such a request, is authorized to work daily or weekly hours in excess of his normal requirement, shall be compensated for the extra hours worked at straight time rates. It is not the intent of this section to deny overtime rights to an Employee.
- 15.6 (a) An Employee who is required to attend a training course or seminar on his normal day of work shall be paid at straight time rates for the hours spent on training to a maximum of his normal daily hours of work for that period.
- (b) An Employee who is required to attend a training course or seminar on a regularly scheduled day of rest shall be granted a day off in lieu at some other time, or if it is impractical to grant time off, he shall be paid at straight time rates for the hours spent on training to a maximum of his normal hours of work for that period.
- (c) An Employee who is required to attend a training course or seminar which necessitates travel outside of the urban area in which he is employed shall be compensated at straight time rates for the actual hours spent in travel provided such travel time is in excess of his normal daily or weekly hours of work.
- (d) An Employee who requests and is approved to attend a training course or seminar on his normal day of rest or during a time outside his normal daily hours of work shall not receive extra pay for such time spent.
- 15.7 Overtime payment or compensatory time off shall be calculated to the nearest quarter hour and shall not be allowed twice for the same hours.
- 15.8 Overtime pay shall be calculated from the annual salary rate in effect at the time overtime is worked regardless of any subsequent retroactive change in that rate.
- 15.9 Part-time Employees working less than the normal hours per day of full-time employment, and who are required to work longer than their regular working day, shall be paid at the rate of straight time for the hours so worked up to the normal hours for full-time Employees in the working day, after which the overtime provisions of Clause 15.3, Sub-Clause (a) shall apply.
- 15.10 Where Employees are working flexible hours, or a modified work week, the conditions as provided in Article 14, Modified or Flexible Hours of Work, of this Agreement shall apply.

#### **ARTICLE 16 – TIME OFF FOR UNION BUSINESS**

- 16.1 Subject to Clause 16.3, time off, without loss of regular earnings, will be provided for Union officers and members to conduct official Union business on the following basis:
- (a) A Union Steward and complainant for time spent investigating a complaint with representatives of the Employer; and a Union Steward and a grievor for time spent in discussing written grievances with representatives of the Employer as outlined in the grievance procedure.
- (b) Authorized Union representatives, not to exceed three (3) in number, for time spent meeting with representatives of the Employer at formal Employee Management Committees where matters of mutual concern are discussed.

- 16.2 Subject to Clause 16.3, time off, without pay, shall be provided to Union Members on the following basis:
- (a) Members elected as delegates to attend the Annual Convention of The Alberta Union of Provincial Employees,
  - (b) Members designated as delegates representing the Union at Conventions of other employee organizations,
  - (c) Members elected as representatives of the Union to attend seminars and local meetings, it being understood that wherever possible such seminars and local meetings will be held during periods when the College is closed,
  - (d) Members of the Union Executive Committee to attend meetings which are normally held monthly on a Friday,
  - (e) Members of the Provincial Executive of the Union, to attend the general meetings which are normally held once every two (2) months on a Saturday,
  - (f) Members of the following Provincial Executive Standing Committees of the Union to attend regular committee meetings normally held every two (2) months on a weekday:
    - i) Union Bargaining Committee,
    - ii) Finance Committee,
    - iii) Legislative Committee,
    - iv) Membership Services Committees,
    - v) Occupational Health and Safety Committee,
    - vi) Members' Benefit Fund.
  - (g) Members of the Negotiating Committee, not to exceed three (3) in number, for time spent meeting with representatives of the Employer during the formal negotiation of a Collective Agreement and an additional two (2) members, not to exceed five (5) in total for Union preparatory meetings during these negotiations.
- 16.3 In all of the foregoing provisions, such time off shall not be unreasonably denied. Employees shall provide as much advance notice as is reasonably possible when requesting time off. Where such time off is granted for an indeterminate period the Employee shall communicate with the Employer on a daily basis in respect to the date of return.
- 16.4 To facilitate the administration of Clause 16.2 of this Article, the Employer will grant leave of absence with pay and invoice the Union for the Employee's salary and applicable allowances or the replacement salary costs, whichever is greater, which the Union shall promptly pay.

## **ARTICLE 17 – CASUAL ILLNESS**

- 17.1 “Casual Illness” means an illness which causes an Employee to be absent from duty for a period of three (3) consecutive workdays or less. If an Employee is ill at work or requires time off for the purposes of attending a dental, physiotherapy, optical or medical appointment, provided he has been given prior authorization by the Employer and he works one hour in the half day he is absent for those purposes, such absence shall neither be charged against his casual illness entitlement, nor shall a deduction in pay be made for the time lost in the half day in which he became ill or attended the appointment. For purposes of this Article a half-day is:
- (a) for day workers, the time between 8:15 a.m. and 12 noon or between 1:00 p.m. and 4:30 p.m.; however, an Employee working under the flexible hours system who becomes ill or is granted time off for such appointments in the morning shall be given credit in his weekly or monthly hour requirement from the time he commenced work until 12 noon, and
  - (b) for all others, half of the regular hours of the day worked, provided that the minimum daily regular hours are not less than 7.25 hours.
- 17.2 At the commencement of each fiscal year an Employee shall be eligible for a maximum of ten (10) workdays of casual illness leave with pay. Each day or portion of a day of casual illness used shall be deducted from the remaining casual leave entitlement for that fiscal year. This entitlement will be prorated for those eligible employees who commence employment other than at the commencement of a fiscal year.
- 17.3 When a day designated as a Paid Holiday under Article 21, Paid Holidays, falls within a period of Casual Illness it shall be counted as a day(s) of Casual Illness and under no circumstances shall an Employee be authorized both a day(s) of Casual Illness and a holiday(s) for the same day(s).
- 17.4 This Article is subject to Article 19, Proof of Illness.

## **ARTICLE 18 – GENERAL ILLNESS**

- 18.1 “General Illness” means an illness which causes an Employee to be absent from duty for a period of more than three (3) consecutive workdays but shall not exceed eighty (80) consecutive workdays. General Illness Leave shall be in addition to any Casual Illness Leave entitlements specified in Article 17, Casual Illness.
- 18.2 An Employee at the commencement of each year of employment shall be entitled to General Illness Leave at the specified rates of pay in accordance with the following Sub clauses, and the application of such General Illness Leave shall be as set out in accordance with Clause 18.3:
- (a) Illness commencing in the first month within the first year of employment; no salary for each of the first ten (10) workdays of illness and thereafter 70% of normal salary for seventy (70) workdays of illness;
  - (b) Illness commencing in the first year of employment, but following the first month of employment; 100% of normal salary for each of the first ten (10) workdays of illness and 70% of normal salary for each of the next seventy (70) workdays of illness;

- (c) Illness commencing in the second year of employment; 100% of normal salary for each of the first fifteen (15) workdays of illness and 70% of normal salary for each of the next sixty-five (65) workdays of illness;
  - (d) Illness commencing in the third year of employment; 100% of normal salary for each of the first twenty-five (25) workdays of illness and 70% of normal salary for each of the next fifty-five (55) workdays of illness;
  - (e) Illness commencing in the fourth year of employment; 100% of normal salary for each of the first thirty-five (35) workdays of illness and 70% of normal salary for each of the next forty-five (45) workdays of illness;
  - (f) Illness commencing in the fifth year of employment; 100% of normal salary for each of the first forty-five (45) workdays of illness and 70% of normal salary for each of the next thirty-five (35) workdays of illness;
  - (g) Illness commencing in the sixth or any subsequent years of employment; 100% of normal salary for each of the first sixty (60) workdays of illness and 70% of normal salary for each of the next twenty (20) workdays of illness;
  - (h) For purposes of Clause 18.2 “employment” includes salaried employment and also any prior employment on wages provided that there is no break in service of more than ninety (90) days.
- 18.3 (a) Subject to Clause 18.3 (b), an Employee upon return to active work after a period of General Illness of less than eighty (80) consecutive workdays will have any illness leave days used for which normal salary was paid at the rate of 100%, reinstated for future use at the rate of 70% of normal salary, within the same year of employment. General Illness Leave days used for which normal salary was paid at the rate of 70% shall be reinstated for future use within the same year of employment at the rate of 70% of normal salary.
- (b) Such reinstatement shall only occur where an Employee has not taken any general illness leave for the same or related illness during the first ten (10) consecutive workdays following the date of return to active work.
- 18.4 For purposes of this Article, the maximum period of continuous absence recognized shall be eighty (80) consecutive workdays. Absences due to illness or disability in excess of that period shall be subject to Article 20, Long Term Disability Insurance.
- 18.5 Notwithstanding Article 17, Casual Illness, or Clause 18.2, an Employee is not eligible to receive sick leave benefits under this Article or Article 17, Casual Illness, if the absence is due to an intentional self-inflicted injury.
- 18.6 When a day designated as a Paid Holiday under Article 21, Paid Holidays, falls within a period of General Illness it shall be counted as a day(s) of General Illness and under no circumstances shall an Employee be authorized both a day(s) of General Illness and a holiday(s) for the same day(s).
- 18.7 This Article is subject to Article 19, Proof of Illness.

## **ARTICLE 19 – PROOF OF ILLNESS**

- 19.1 To obtain illness leave benefits as described in this Agreement, the Employer may require that an Employee provide a proper medical certificate or other proof of illness satisfactory to the Employer. The Employer may also require the Employee to provide satisfactory proof of attendance at a medical, dental, physiotherapy, optical or such other appointment, when time off from work is granted to attend such appointments.
- 19.2 To obtain illness leave benefits as described in Article 18, General Illness, the Employee is required to provide a proper medical certificate or other satisfactory proof of illness.
- 19.3 The Employer may require that an Employee be examined by a Medical Board:
- (a) in the case of prolonged or frequent absence due to general illness, or,
  - (b) when it is considered that an Employee is unable to satisfactorily perform his duties due to disability or illness.
  - (c) The report of the Medical Board to the Employer shall be limited to the conclusions and recommendations of the Board and the medical information leading to those conclusions and recommendations.
- 19.4 Pursuant to Clause 19.3, an Employee shall be entitled to have his personal physician or other physician of his choice to be a member of the Medical Board or to act as his counsel before the Medical Board. Expenses incurred under this Clause shall be paid by the Employer. A copy of the report of the Medical Board shall be sent to the Employee's physician.
- 19.5 Where an Employee has been examined by a Medical Board and is also applying for Long Term Disability benefits, a copy of the report of the Board shall be considered as part of the Employee's application.
- 19.6 The Parties agree that Casual and General Illness benefits as provided in Article 17, Casual Illness, and Article 18, General Illness, are intended only for the purpose of protecting an Employee from loss of income when the Employee is ill.

## **ARTICLE 20 – LONG TERM DISABILITY INSURANCE (LTDI)**

- 20.1 The Employer will effect and maintain a Long Term Disability Plan covering all Employees subject to Article 3, Application, of this Agreement.
- 20.2 The Employer shall pay the total premium costs of providing benefits to all eligible Employees covered under the Plan.
- Notwithstanding, the Employer shall be obligated only to pay a monthly premium cost up to the maximum of the monthly premium cost as of June 30, 2007, for each participating Employee.
- 20.3 An eligible Employee who becomes ill or disabled and who, as a result of such illness or disability, is absent from work for a period of eighty (80) consecutive workdays or four (4) consecutive months, whichever is the shorter period, may apply for the long term disability benefits as provided under the LTD Plan. The final ruling as to whether or not the claimant's disability is of a nature which is eligible for benefits within the interpretation of the provisions of the Plan shall be made by the third party claims adjudicator.

- 20.4 Long Term Disability benefits payable under the provisions of the LTD Plan will entitle an Employee, with a qualifying disability, to a total income, from sources specified under the Plan, of not less than seventy-five (75) percent of his normal salary earned as a College Employee at the time of commencement of absence pursuant to Clause 20.3.
- 20.5 The maintenance of the LTD Plan and maintenance of the LTD benefits applicable to Employees covered by this Agreement shall not be altered except through mutual agreement of the Parties to this Agreement.
- 20.6 An Employee who receives LTD benefits and, who at the commencement of absence due to disability or illness is participating in the Alberta Health Care Insurance Plan and the Group Life Insurance Plan, shall continue to be covered under these Plans throughout the total period the Employee is receiving LTD benefits and the Employer and Employee premium contributions, if applicable, shall continue.
- 20.7 The employment of an Employee receiving LTD benefits may be terminated when medical evidence indicates that the Employee is unlikely to be able to return to work in the foreseeable future. Although the Employer cannot guarantee reemployment, a concerted effort will be made to locate employment for such a person.

**ARTICLE 21 – PAID HOLIDAYS**

21.1 The following paid holidays will be observed:

- (a)
 

New Year's Day	Labour Day
Family Day	Thanksgiving Day
Good Friday	Remembrance Day
Easter Monday	Christmas Day
Victoria Day	Boxing Day
Canada Day	
Civic Holiday (1 day)	

and any other holidays designated by the President of the College.

- (b) Eligible employees shall be granted the work days from December 24 to January 2 inclusive as paid Christmas leave. Where operational requirements do not permit, alternate days off shall be arranged by mutual agreement between the Employee and Employer.
- (c) Employees employed in continuous operations shall be compensated pursuant to Clause 21.6 for working on the following Paid Holidays on the dates listed:

- |                 |             |
|-----------------|-------------|
| New Year's Day  | January 1   |
| Canada Day      | July 1      |
| Remembrance Day | November 11 |
| Christmas Day   | December 25 |
| Boxing Day      | December 26 |

All other Paid Holidays shall be observed on the day(s) designated by Lakeland College.

21.2 If a municipality does not proclaim a Civic Holiday as specified in Clause 21.1, the first Monday in August shall be observed as such holiday.

- 21.3 When a day designated as a holiday under Clause 21.1 falls during an Employee's work week and an Employee is not required to work, the Employee shall be granted holiday leave on that day.
- 21.4 When a day designated as a holiday under Clause 21.1 falls on an Employee's regularly scheduled day of rest, and the Employee is not required to work, the Employee shall be granted holiday leave on the day observed as the holiday.
- 21.5 Notwithstanding Clauses 21.3 and 21.4, an Employee employed in a continuous operation whose regular day off falls on an observed holiday shall receive another day off in lieu at his regular rate.
- 21.6 When an Employee works on a day observed as a holiday in a continuous operation which does not shut down for the holiday, or where an Employee is required to work on the day observed as the holiday, the Employee shall receive:
- (a) pay at the overtime rate for the hours worked, pursuant to Article 15, Overtime, and,
  - (b) one (1) day off in lieu with pay at his regular rate.
- 21.7 When a day off in lieu is granted under Clause 21.6 (b) Employees not employed in continuous operations shall have the day off scheduled at a time mutually agreeable to the Employee and the Employer. Employees employed in continuous operations shall have the opportunity to elect to have the alternate day off scheduled in conjunction with their regularly scheduled days of rest, or, subject to Clause 21.8, to take these days in conjunction with their next annual vacation.
- 21.8 Where an Employee employed in continuous operations exercises an election under Clause 21.7, he shall advise the Employer of his choice of election for the following year, not later than December 31<sup>st</sup>, except that a new Employee shall make this election prior to the first holiday for which he is eligible.
- 21.9 Requests for leave without pay on religious holidays will be considered, provided adequate notice of the request is given.

## **ARTICLE 22 - ANNUAL VACATION LEAVE**

- 22.1 An Employee shall not take vacation leave without prior authorization from the Employer.
- 22.2 Vacation entitlements with pay shall be as follows:
- (a) an Employee, during the first five (5) years of service, shall earn 1.25 workdays' vacation for each full month of service,
  - (b) an Employee who has completed five (5) years' service shall in subsequent year(s) receive 1.67 workdays' vacation for each full month of service,
  - (c) an Employee who has completed thirteen (13) years' service shall in the subsequent year(s) receive 2.08 workdays' vacation for each full month of service,
  - (d) an Employee who has completed twenty-four (24) years' service shall in the subsequent year(s) receive 2.50 workdays' vacation for each full month of service,

- (e) if the Employee has commenced employment on or before the fifteenth (15<sup>th</sup>) day of any month, he shall earn vacation entitlements from the first day of that month, and when employment has commenced on or after the sixteenth (16<sup>th</sup>) day of any month, he shall earn vacation entitlements from the first day of the following month.
- 22.3 If one or more paid holidays falls during an Employee's annual vacation period, another day or days may be added at the end of the vacation period or as may be authorized by the Employer.
- 22.4 An Employee shall earn vacation leave pursuant to Clause 22.2 when authorized during the following absences:
- (a) financially assisted Education Leave,
  - (b) sick leave for the first forty-four (44) consecutive workdays,
  - (c) any other leave of absence with or without pay for the first twenty-two (22) workdays.
- 22.5 Vacation leave may be taken:
- (a) in one continuous period,
  - (b) in separate periods of not less than five (5) consecutive workdays,
  - (c) in lieu of one (1) five (5) consecutive workday period, five (5) single workdays off or in some other combination provided the total does not exceed five (5) workdays.
- 22.6
- (a) Vacation leave may be taken after it is earned. In the case of personal bereavement or other personal exigency, an Employee who so requests may be authorized to take unearned vacation leave which will be earned during that fiscal year. Any advances in vacation taken by the Employee will result in a corresponding reduction of his vacation entitlement for that fiscal year.
  - (b) If employment ceases before the Employee has earned enough vacation credits to repay the College for the amount of vacation borrowed, he will pay the College for any deficiency.
  - (c) The Employer may authorize a carryover of vacation leave. However, any carryover in excess of five (5) days must be approved by the Employer. All vacation leave carried over to the following fiscal year must be taken prior to the end of the fiscal year into which it is carried over.
  - (d) If the exigencies of his duties prevent an Employee from taking his vacation leave or part thereof during the following fiscal year, he may be allowed to carry it over to the next fiscal year.
  - (e) Vacation leave shall not be postponed as provided by (c) and (d) of this Clause in two successive fiscal years.
- 22.7 Where an Employee is allowed to take any leave of absence, other than sick leave in conjunction with a period of vacation leave, the vacation leave shall be deemed to

precede the additional leave of absence, except in the case of maternity leave which may be authorized before or after vacation leave.

- 22.8 Once vacations are authorized they shall not be changed, other than in cases of emergency, except by mutual agreement.
- 22.9 An Employee shall not be paid cash in lieu of vacation earned, except upon termination in which case he shall receive vacation pay for such vacation earned but not taken.
- 22.10 The Employer shall, subject to the operational requirements, make every reasonable effort to grant an Employee, upon request, at least two (2) weeks of his annual vacation entitlement during the summer months.
- 22.11 For calculating vacation entitlement pursuant to Clause 22.2, and provided there is no break in service of more than ninety (90) days, years of service will be calculated based on the initial date of employment in any of the following categories; Full-time Permanent, Part-time Permanent, Full-time Continuing Term, Part-time Continuing Term, and Temporary.

### **ARTICLE 23 – SPECIAL LEAVE**

- 23.1 An Employee who requires time off from work may be granted special leave, without loss of pay, upon approval by the Employer. The circumstances under which special leave may be approved are subject to Clause 23.2 and subject to the corresponding yearly maximum number of workdays as follows:
  - (a) illness within the immediate family – five (5) days,
  - (b) bereavement within the immediate family – ten (10) days,
  - (c) bereavement – three (3) days,
  - (d) travel time for illness within the immediate family or bereavement – two (2) days,
  - (e) administration of estate – two (2) days,
  - (f) moving household effects – one (1) day,
  - (g) disaster conditions – two (2) days,
  - (h) write examination(s) for course(s) approved by the Employer – as required,
  - (i) time off work for that portion of the workday to attend funerals as pallbearer or mourner,
  - (j) be present at birth or adoption proceedings of an Employee’s child – one (1) day,
  - (k) attend formal hearing to become Canadian Citizen – one (1) day.
- 23.2 For purposes of determining eligibility for special leave under Clause 23.1, the following provisions shall apply:
  - (a) For the purposes of Clause 23.1 (a), 23.1 (b) and 23.1 (d), immediate family shall mean—spouse (including common-law spouse); a child or parent of the

employee or spouse; brother; sister. For Clause 23.1 (a) other family members may be considered upon approval by the Employer.

- (b) bereavement – leave of absence will be granted in the event of the death of the Employee's spouse (including common-law spouse), or any of the following relations of an Employee or spouse (including common-law spouse): guardian, grandparent, grandchild, brother, sister or the husband or wife of any of them;
- (c) travel time for illness within the immediate family or for bereavement shall mean for travel where long distances or travel from isolated areas are involved;
- (d) administration of estate shall apply only when an Employee has been designated as an executor of the estate for the deceased;
- (e) moving of household effects shall apply to an Employee who maintains a self-contained household and who changes his place of residence which necessitates the moving of his household effects during his normal working hours. Employees who are required to change their residences shall be able to negotiate the level of support, if any, payable by the College for moving expenses;
- (f) disaster conditions shall apply for a critical condition which requires an Employee's personal attention in a disaster (flood or fire), which cannot be served by others or attended to by the Employee at a time when he is normally off duty;
- (g) mourner – leave of absence will be granted where operational requirements permit, subject to the approval of the Employer.

23.3 The maximum length specified for each circumstance requiring use of special leave shall not be exceeded. However, special leave may be granted more than once for the same circumstances within a fiscal year, provided the total special leave granted does not exceed twelve (12) working days per fiscal year, unless additional special leave is approved by the President or the President's designate. This entitlement will be prorated for those eligible employees who commence employment other than at the commencement of a fiscal year.

23.4 Two (2) weeks' notice may be required for leave requested under Clause 23.1, Sub-Clause (e), (f), (h), and (k).

23.5 Compassionate Care Leave

- (a) An employee with an immediate family member in the end-stage of life shall be entitled to leave of absence without pay for a period up to six (6) weeks. "Immediate family member" shall be as defined at clause 23.2(a).
- (b) Employees shall be required to submit to the Employer satisfactory proof demonstrating the need for terminal care leave.

#### **ARTICLE 24 – LEAVE WITHOUT PAY**

24.1 Where operational requirements permit and with the approval of the Employer, leave without pay may be granted in special circumstances to an Employee provided that he has no current or accumulated time off entitlement, exclusive of vacation leave, owing to him. Request for such leave must be submitted at least two (2) weeks in advance of the

anticipated date of commencement of such leave, before such request can be considered.

- 24.2 Time limits, pursuant to Clause 24.1, shall be waived when it can be established that the Employee for acceptable reasons was unable to be within the time limit specified.

### **ARTICLE 25 – MATERNITY/PARENTAL LEAVE**

- 25.1 An eligible pregnant Employee who has been employed for at least fifty-two (52) consecutive weeks is entitled to maternity leave without pay.
- 25.2 The maternity leave is a period of not more than fifteen (15) weeks starting at any time during the twelve (12) weeks immediately before the estimated date of delivery. An Employee on maternity leave must take a period of leave of at least six (6) weeks immediately following the date of delivery, unless the Employee and the College mutually agree to shorten the period, in which case the Employee must provide a medical certificate indicating that resumption of work will not endanger her health.
- 25.3 A pregnant Employee must provide at least six (6) weeks' written notice of the date she will start her maternity leave. If requested by the Employer, the Employee will provide medical certification giving the estimated date of delivery. Notwithstanding any date initially selected for the start of maternity leave, if an Employee subsequently indicates in writing that she is no longer able to carry out her full normal duties, she may commence her maternity leave at an earlier date.
- 25.4 An Employee not providing sufficient notice will be entitled to maternity leave if, within two (2) weeks after ceasing to work, she provides the College with medical certification indicating that she was unable to work due to a pregnancy related medical condition and the estimated or actual date of delivery.
- 25.5 If during the twelve (12) weeks immediately before the estimated date of delivery the pregnancy of an Employee interferes with the performance of her duties, the College may give the Employee written notice requiring her to start maternity leave.
- 25.6 An Employee will be granted parental leave as follows:
- (a) a period of not more than thirty-seven (37) consecutive weeks immediately following the last day of the maternity leave;
  - (b) a period of not more than thirty-seven (37) consecutive weeks within fifty-two (52) weeks after the child's birth, for a parent who has been employed for at least fifty-two (52) consecutive weeks;
  - (c) a period of not more than thirty-seven (37) consecutive weeks within fifty-two (52) weeks after the child is placed with the adoptive parent for the purpose of adoption, for an Employee who is an adoptive parent and who has been employed for at least fifty-two (52) consecutive weeks.
- 25.7 If two (2) Lakeland College employees are parents of the same child only one (1) employee will be granted parental leave at a time.
- 25.8 An Employee must normally provide the College with at least six (6) weeks' written notice of the date they will start parental leave.

- 25.9 Written notice under Article 25.3 is deemed to be notice of parental leave unless the notice specifically provides that it is not notice of parental leave.
- 25.10 An Employee who does not wish to resume employment after maternity or parental leave must give the employer at least four (4) weeks' written notice of intention to terminate employment.
- 25.11 An Employee granted maternity and/or parental leave shall be returned to their former position or be placed in another comparable position at the same salary level upon their return to work. The Employee will be required to give two (2) weeks' notice of their intention to return to work. Failure to return to work on the date specified in the written notice shall constitute an abandonment of position, unless the failure to provide notice or return to work resulted from unforeseeable or unpreventable circumstances.
- 25.12 An Employee who has completed fifty-two (52) consecutive weeks of service and resigns for maternity reasons and who is re-employed in a similar capacity within six (6) months from the date of her resignation shall be considered to have been on leave without pay. Vacation leave entitlements applicable prior to their resignation shall apply.
- 25.13 A pregnant Employee who presents medical evidence from her physician which satisfies the Employer that continued employment in her present position may be hazardous to herself or to her unborn child may request a transfer to a more suitable position, if one is available. If the available position to which the Employee moves has a lower maximum salary, the present rate of pay shall be maintained during the period worked in that position prior to going on maternity leave. Where no suitable position is available, the Employee may request maternity leave as provided by this Article if the Employee is eligible for such leave. In the event that such maternity leave must commence in the early stages of pregnancy which results in the need for an absence from work longer than fifty-two (52) weeks, the Employee may request further Leave Without Pay as provided by Article 24.
- 25.14 An Employee, who is medically unable to work due to medical complications during pregnancy, shall be entitled to the provisions of the applicable illness articles.
- 25.15 For the purpose of this Article, Continuing Term Employees will be considered eligible for leave upon the completion of the equivalent of one year of service.

#### **ARTICLE 26 – COURT LEAVE**

- 26.1 When an Employee is summoned or subpoenaed as a witness or a defendant to appear in court in his official capacity to give evidence or to produce College records, he shall be allowed leave with pay, but any witness fee receivable by him shall be paid to the Employer.
- 26.2 When an Employee is subpoenaed as a witness in his private capacity:
- (a) at a location within the Province of Alberta, he shall be allowed leave with pay, but any witness fee receivable by him shall be paid to the Employer.
  - (b) at a location outside the Province of Alberta, he may be allowed leave with pay if authorized by the Employer, but any witness fee receivable by him shall be paid to the Employer.
- 26.3 In the event an Employee is summoned for jury duty, the Employee will be granted leave with pay and all fees paid by the Court are to be turned over to the College.

## **ARTICLE 27 – SHIFT DIFFERENTIAL/WEEKEND PREMIUM**

- 27.1 Where, because of operational requirements, Employees are scheduled to work shifts, that Employee shall receive the following shift premium in addition to his regular rate of pay:
- One (1.00) dollar per hour shall be paid to Employees working shifts whereby the majority of such shift falls within the period of 4:00 p.m. and 8:00 a.m.
- 27.2 An Employee who works Saturdays or Sundays as part of his regular scheduled work week shall receive a weekend premium of fifty (50) cents for each hour worked from midnight Friday to midnight Sunday. The weekend premium shall not be paid to an Employee who is not regularly scheduled to work weekends and receives overtime compensation for working Saturdays or Sundays as a day of rest.
- 27.3 For the purposes of this Article, a shift refers to the daily equivalent of the normal hours of work as set out in Clause 13.1. An Employee who works less than the daily equivalent of the normal hours of work shall be paid shift differential if he works a minimum of four (4) hours within the period of 4:00 p.m. and 8:00 a.m.
- 27.4 At no time shall shift differential or weekend premium be included with the Employee's regular rate of pay for purposes of computing overtime payments, other premium payments, or any Employee benefits.

## **ARTICLE 28 – CALL BACK PAY**

- 28.1 Subject to 28.3, when an Employee is recalled by his supervisor to a place of work for a specific work assignment in excess of two (2) hours, he shall be paid at the applicable overtime rate pursuant to Article 15, Overtime.
- 28.2 Subject to 28.3, an Employee who is called back to duty and works two (2) hours or less shall be compensated at straight time rates for a minimum of three (3) hours, including the time spent on the job and time spent travelling directly to and from work.
- 28.3 There shall be no minimum guaranteed compensation nor compensation for time spent travelling if the call back is contiguous with a normal working period.
- 28.4 When an Employee is called back one (1) or more times during a period in which he is required to be on standby pursuant to Article 30, Standby Pay, he shall be compensated for the full standby period in addition to his compensation entitlement under this Article.

## **ARTICLE 29 – REPORTING PAY**

- 29.1 A casual Employee shall be paid a minimum of three (3) hours pay if an expected work period is cancelled and the Employee was not notified of such cancellation on or before the day prior to the cancelled work period unless he is notified not to report, at least one (1) hour prior to his regular starting time.
- 29.2 An Employee who reports for a regularly scheduled shift and who is assigned, without prior notification, to an alternate work shift commencing at a later time, shall receive an additional three (3) hours pay at his regular rate.

**ARTICLE 30 – STANDBY PAY**

- 30.1 When an Employee is designated to be immediately available to return to work during a period in which he is not on regular duty, he shall be paid the amount of one-half (1/2) hours pay at his regular rate for each four (4) hours on standby or major portion thereof.
- 30.2 When an Employee, while on standby, is unable to report to work when requested, no compensation shall be granted for the total standby period.
- 30.3 Where operational requirements permit, an Employee shall not normally be required to standby on two (2) consecutive weekends or two (2) consecutive paid holidays.

**ARTICLE 31 – WORKERS’ COMPENSATION SUPPLEMENT**

- 31.1 If an Employee sustains an injury in the course of his duties with the College which causes him to be absent from work and as a result is eligible to receive Workers’ Compensation, he shall be paid his regular full salary for the periods outlined hereunder:

<u>Terms of Employment</u>	<u>Eligibility Period</u>
Up to and including five (5) years	60 days
Six (6) to ten (10) years	90 days
More than ten (10) years	120 days

- 31.2 If the Employee has not returned to work due to injury when his eligibility period has expired, he shall then be paid according to the rate prescribed by the Workers’ Compensation Act and shall be paid any benefit to which the Employee might be entitled under the provisions of the Long Term Disability Plan.
- 31.3 The eligibility period specified in 31.1 shall not apply in the event of a recurrence of a disability due to previously claimed injury, payable under this supplement, unless the Employee has not used the total eligibility period in which case the unexpended period of eligibility may be applied.
- 31.4 When a day designated as a paid holiday under Article 21, Paid Holidays, falls within a period of Workers’ Compensation Supplement, it shall be counted as a day of Worker’s Compensation Supplement, and under no circumstances shall an Employee be authorized both a day(s) of Workers’ Compensation Supplement and a holiday(s) for the same day.

**ARTICLE 32 – NOTICE OF RESIGNATION**

- 32.1 An Employee is required to provide the Employer with twenty (20) workdays prior written notice of resignation if he wishes to resign in good standing. However, the Employee and the Employer may mutually agree to a shorter notice period.
- 32.2 An Employee who absents himself from his employment and who has not informed the Employer shall, after three (3) consecutive days of such unauthorized absence, be considered to have abandoned his position and will be deemed to have resigned, unless it is subsequently shown by the Employee that special circumstances prevented him from reporting to his place of work.

### **ARTICLE 33 – LAYOFF AND RECALL**

- 33.1 Layoff is defined as a temporary separation from employment as a result of lack of work.
- 33.2 The Employer shall provide twenty (20) workdays written notice to any permanent or temporary Employee to be laid off, or grant ten (10) workdays pay in lieu of notice.
- 33.3 Notwithstanding 33.2, the requirement to provide layoff notice or pay in lieu shall not apply in the event of a staff reduction caused by fire, flood, earthquake or other acts of God requiring closure of part or all of the College's operations.
- 33.4 All Employees laid off shall be placed on a recall list for a period of twelve (12) months. Any layoff for longer than twelve (12) months shall be considered an abolishment of position. An Employee's name shall be removed from the list on his first refusal to return to work.
- 33.5 In the event of a layoff, permanent Employees in the same job classification at the time of layoff shall be laid off in their reverse order of seniority, or recalled in order of seniority provided there are qualified Employees to do the work.
- 33.6 No new Employee shall be hired into a position if there is an Employee on the re-employment list who possesses qualifications and skills for that position.
- 33.7 In the event a laid off Employee is recalled, he shall receive the same salary rate as he received prior to the layoff, if he is recalled to his former classification.
- 33.8 An Employee who is laid off, or has a break in service, shall receive a record of employment.

### **ARTICLE 34 – POSITION ABOLISHMENT**

- 34.1 When position abolishment occurs in an area with two or more employees performing similar duties, the College shall consider at least the following in determining the employee or employees who shall be retained:
- (a) The ability, qualifications and experience of the employee as related to the College's present and future needs,
  - (b) The results of formal evaluations, and
  - (c) The employee's full time equivalent service or seniority.
- 34.2 (a) When the position of a permanent Employee is to be abolished, and the Employee cannot be placed in another position, the College shall give that Employee written notice or pay in lieu thereof, according to the following schedule. The Union Local 71/004 Chairperson shall be copied on the written notice to the Employee:
- i) three (3) months, for Employees with less than three (3) years of continuous service;
  - ii) four (4) months, for Employees with three (3) or more years but less than seven (7) years of continuous service;

- iii) six (6) months, for Employees with seven (7) or more but less than (10) years of continuous service;
  - iv) seven (7) months, for Employees with ten (10) or more but less than thirteen (13) years of continuous service;
  - v) one (1) additional week for every year of continuous service, to a maximum of six (6) additional weeks, for those Employees with thirteen (13) or more years of continuous service.
- (b) Article 34.2 (a) does not apply to Employees who are laid off more than twelve (12) months under Clause 34.5.
- 34.3 (a) When the Employer has elected to give the Employee notice instead of pay in lieu of notice pursuant to 34.2, the Employee may elect to receive pay in lieu of the remainder of his notice period based on his regular rate of pay. The Employee shall convey his choice in writing to Human Resources within thirty (30) calendar days of receipt of his notice of position abolishment. This thirty (30) day notice period is inclusive of the notice period set out in 34.2.
- (b) When an Employee is to receive pay in lieu of notice, his employment shall be terminated and he shall receive such pay in an amount equal to his regular rate of pay and the number of months (including partial months) remaining in the notice period, but he shall not be eligible for any other provisions of this Article from the date of conveying his choice.
- 34.4 The Employer agrees that, in the event it becomes necessary to abolish an existing position, every effort will be made to absorb the Employee covered under this Agreement into some other area of the College.
- 34.5 An Employee may elect to compete for a new position in the Employer's service. Where qualifications, ability and experience are equal, the Employee shall be given preference.
- 34.6 Notwithstanding the foregoing provisions, the parties agree that an Employee who refuses to accept a transfer to another comparable position with no loss in pay shall not be entitled to benefits outlined in 34.2 (a).

### **ARTICLE 35 – JOB OPPORTUNITIES**

- 35.1 All vacancies in positions covered by this agreement shall be posted five working days on the bulletin boards and electronic bulletin board. Where the competition is advertised externally, the vacancy will normally be posted internally at the same time.
- 35.2 Where the qualifications, ability and experience of candidates are relatively equal, the Employer shall give preference to:
- (a) present, suitably qualified Employees over outside applicants, and then to
  - (b) suitably qualified individuals no longer employed by the College and who have had their position abolished within the previous three (3) month period. During this period, notice of relevant job opportunities will be sent to these individuals.
- Individuals in receipt of a severance payment and subsequently rehired in any capacity by the College, shall not be paid twice for the same period of time.

All else being equal, full time equivalent service or seniority shall prevail.

- 35.3 Upon being promoted or transferred to a new position, an Employee may be required to serve a trial period of up to six (6) months. 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.
- 35.4 An Employee who has applied for a position vacancy and was unsuccessful shall receive notification from the Employer within five (5) working days after the successful candidate's acceptance of the position.

### **ARTICLE 36 – ACTING INCUMBENT**

- 36.1 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 five (5) consecutive workdays, during which time he may also be required to perform some of the duties of his regular position. On completion of the minimum five (5) day qualifying period in an acting incumbency position, an Employee shall be eligible for acting incumbency pay for the total period of acting incumbency, including the five (5) day qualifying period. Acting provisions shall not apply where an Employee is designated only limited additional duties.
- 36.2 Where an Employee qualifies in an acting incumbency position, he shall receive a minimum of five percent (5%) of his current salary in addition to his regular salary, or the minimum salary assigned to the position; whichever is the higher, provided the maximum salary assigned to the new position is not exceeded.
- 36.3 It is understood that normally only one acting incumbent may be designated as a result of any one Employee's absence.
- 36.4 When an Employee who has been serving in an acting capacity returns to his regular position, his salary and anniversary day shall be readjusted to that which would be in effect if he had continuously occupied his regular position.

### **ARTICLE 37 – PROBATIONARY EMPLOYEE AND PERIOD**

- 37.1 Employees shall serve a probationary period during their initial period of employment.
- 37.2 An Employee who has previously been employed by the College may, at the discretion of the President, have such previous employment considered as part of the probationary period as specified for the classification.
- 37.3 The period of probation shall start on the date of commencement and shall be six (6) months, subject to 37.5.
- 37.4 The probationary period for an Apprentice shall be twelve (12) months.
- 37.5 The Employer may extend a probationary period, after consultation with the Union.

### **ARTICLE 38 – DISCIPLINARY ACTION**

- 38.1 When disciplinary action is to be taken against an Employee, that Employee shall be informed in writing as to the reason(s) for such action. The Employee will be provided with a copy of all written reprimands or written notices of other disciplinary action.
- 38.2 An Employee who is to be interviewed on any disciplinary measure shall be entitled to have a Union Steward or a Union Staff Representative present at the interview.
- 38.3 An Employee who has been subjected to disciplinary action may, after thirty (30) months of continuous service from the date the disciplinary action was invoked, request that his personal file be purged of any record of the disciplinary action. Such request will be granted providing:
- (a) the Employee's file does not contain any further record of disciplinary action during that thirty (30) month period, and
  - (b) the disciplinary action is not the subject of an unresolved grievance.
- 38.4 When an Employee has grieved a disciplinary action and a designated officer has either allowed the grievance or reduced the penalty levied against the grievor, the personal file of the Employee shall be amended to reflect this action, provided that this action results in the abandonment of the grievance. Where the grievor appeals the disciplinary action to adjudication, the award of that tribunal shall be final and binding upon the Employer and the Employee, and the personal file of the Employee shall be amended to reflect that award.
- 38.5 Subject to this agreement, no Employee shall be dismissed, suspended, demoted, or given a written reprimand without just cause.

### **ARTICLE 39 – PERSONAL FILE**

- 39.1 The Employer agrees that access to an Employee's personal file shall be provided to the Employee, upon request, once in every year, and in the event of a grievance. He may request a representative of the Union to be present at the time of such examination.
- 39.2 The personal file referred to in this Article is the personal file of an Employee maintained by the Human Resources office. Except as provided hereinafter, this file shall contain copies of all documentation pertaining to the Employee. The parties mutually agree that no information pertaining to interview records, reference checks, or confidential information related to a diagnosis or prognosis concerning Employee eligibility for Long Term Disability Insurance, or an assessment of an Employee by a counselling unit shall be contained in this file.

### **ARTICLE 40 – CLASSIFICATION**

- 40.1 (a) The Employer, at its discretion, may establish new job classifications or alter existing job classifications and set the salaries and the terms and conditions of employment related thereto and/or recommend the exclusion of an Employee from a job classification, provided however, the Employer shall forthwith give written notice to the President of the Union of the foregoing.

- (b) The Union may request a meeting with the Employer to discuss their proposals of 40.1 (a) within fourteen (14) days of receipt of the Employer's proposal.
  - (c) Where the Employer and the Union cannot agree on the inclusion or exclusion of an Employee from a job classification and/or the parties cannot agree on the proposed salary, the Union shall serve written notice on the Employer, within fifteen (15) working days of the date of the meeting of 40.1 (b) or if there is no meeting pursuant to 40.1 (b) within fifteen (15) days of receipt of the Employer's proposal, of the Union's intention to have the proposed salary determined by arbitration or the proposed exclusion determined by the Public Service Employee Relations Board pursuant to the Public Service Employee Relations Act.
- 40.2 When the Union fails to process the matter within the time limits specified in 40.1, the matter will be deemed to have been abandoned. Time limits under this Article may be extended by mutual agreement between the parties provided such agreement is in writing.
- 40.3 Notwithstanding 40.1 above, if the Employer informs the Union that a new job classification has been established or an existing job classification has been altered after either party has served notice to commence collective bargaining pursuant to Section 38 of the Public Service Employee Relations Act, the question of salaries and overtime shall be dealt with through the collective bargaining process.
- 40.4 (a) When an Employee considers that the duties and/or responsibilities of his position have materially changed since the last review, the Employee may submit a request in writing to the Human Resource Department for reclassification accompanied by documentation outlining the changes to the duties and responsibilities, and an updated job description. The employee and manager shall jointly participate in facilitating these requirements.
- (b) Such a request for a classification review may be submitted, providing the last review of the position was completed, and if applicable, an appeal decision rendered, at least twelve (12) months prior to the request.
- (c) The Employer shall review and respond within thirty (30) days from the receipt of the written request. An additional sixty (60) days from the initial response will be allowed for the purpose of conducting the classification review and issuing a decision.
- 40.5 (a) An Employee wishing to appeal a classification decision pursuant to Clause 40.4 shall submit a request in writing to the Director, Human Resources within twenty-one (21) days.
- (b) The Director, or his designate(s), shall review the request and a written decision will be provided to the Employee within sixty (60) days of receipt of the appeal.
- (c) An Employee wishing to appeal the decision pursuant to Clause 40.5 (b) shall within a further twenty-one (21) days submit a request for an appeal hearing to the President.
- 40.6 The President, or a Vice President, within thirty (30) days of receipt of the request for an appeal hearing, shall hear the appeal. The Employee shall have the opportunity to be accompanied by a Union Steward or Union Staff member. The President, or a Vice President, will issue a written decision to the Employee within sixty (60) days of receipt of the appeal. This decision shall be final and binding on all concerned.

- 40.7 In the event the request for a reclassification is granted to a position with a higher basic rate of pay, the decision shall be retroactive to the date the request was submitted.
- 40.8 The Employer agrees to provide each Employee with a copy of his job description upon commencement of employment.
- 40.9 An Employee whose position is reclassified or who is promoted to a class with a higher salary assignment shall be paid a rate in the higher classification which must be at least a full increment higher than his present rate of pay, but not less than the minimum nor higher than the maximum of the new classification.
- The Employee's anniversary date shall not change unless:
- (a) he is six (6) months or more away from his next annual salary increment
- OR
- (b) he is less than six (6) months away from his next annual salary increment if he receives a salary increase of two (2) increments or more.
- 40.10 An Employee whose position is reclassified to a lower salary assignment, through no fault of his own, shall not suffer a loss in pay.

#### **ARTICLE 41 – SAFETY AND HEALTH**

- 41.1 The Employer and the Union agree to participate in a Joint Safety Committee with an equal number of representatives.
- 41.2 An Employee who is injured on the job during working hours and who is required to leave the job site for treatment, or is sent home as a result of such accident or injury, shall not suffer loss of pay for that day's work, regardless of the time of injury.
- 41.3 The Employer or its designate shall notify the President of the Union or his designate immediately when he is made aware of the occurrence on the job of a fatal accident or the serious injury of an Employee.
- 41.4 The success of the Lakeland College Safety Program depends on the active participation of everyone. If any concerns arise with respect to the Safety Program or the operation of this Article, this matter shall be referred to the Joint Occupational Health, Safety and Fire Committee for resolution and not by way of the grievance procedure.
- 41.5 Each Employee and Supervisor shall take reasonable care for the protection of public and Employee health and safety in the operation of equipment and the storage or handling of materials and substances as required by the Occupational Health and Safety Act.
- 41.6 An Employee shall immediately notify his Supervisor when he has an accident at a work site that results in injury or that has the potential of causing serious injury. An Employee who becomes aware of a health and safety concern at his work site shall immediately notify his Supervisor.

#### **ARTICLE 42 – BEHAVIORAL HEALTH**

- 42.1 The Employer recognizes that alcoholism, drug addiction, and mental illness are illnesses that can respond to therapy and treatment and that absence from duty due to such therapy or treatment shall be considered as sick leave.

#### **ARTICLE 43 – PARKING**

- 43.1 An Employee shall not be charged a fee for unreserved parking space.

#### **ARTICLE 44 – MEDICAL EXAMINATIONS**

- 44.1 Where the Employer requires an Employee to undergo periodic compulsory medical examinations, the cost of such examination shall be paid by the Employer. This Article does not apply to proof of illness as required under Article 19 of this Agreement.

#### **ARTICLE 45 – TRAVEL, SUBSISTENCE, MILEAGE AND MOVING ALLOWANCES**

- 45.1 An Employee who is required to travel on College business or who is relocated, or who otherwise incurs expenses on behalf of the College, shall be entitled to claim expenses and allowances as established by Board regulations for all College Staff.

#### **ARTICLE 46 – EMPLOYMENT INSURANCE PREMIUM REDUCTION OR REBATE**

- 46.1 The Employer shall retain the full amount of any premium reduction or rebate allowable on employment insurance by the Employment Insurance Commission which is granted as a result of the benefits covering Employees to which this Collective Agreement applies.
- 46.2 The premium reduction or rebate referred to in Clause 46.1 shall be recognized as the Employee's contribution toward the benefits provided.

#### **ARTICLE 47 – HEALTH PLAN BENEFITS**

- 47.1 Subject to Article 3, Application, the Employer shall pay the monthly premium cost of the Employer's Group Alberta Health Care Insurance Plan for all participating Employees as follows:
- (a) the cost of the family premium where the Employee is covered under the Plan, or
  - (b) the cost of the single premium where only the Employee is covered under the Plan;
  - (c) notwithstanding, the Employer shall be obligated only to pay a monthly premium cost up to the maximum of the monthly premium cost as of June 30, 2007, for each participating Employee.
- 47.2 An Employee on College business outside Canada who becomes ill and requires medical attention and/or hospitalization shall be reimbursed, upon production of receipts, for such charges that are in excess of those allowed by the Alberta Health Care Insurance Commission.
- 47.3 The Employer will maintain a Supplementary Health Care Insurance Plan for Employees as governed by Article 3, Application. The premium costs will be paid by the Employer as follows:

Notwithstanding, the Employer shall be obligated only to pay a monthly premium cost up to the maximum of the monthly premium cost as of June 30, 2007, for each eligible employee.

#### **ARTICLE 48 – INSURANCE**

##### 48.1 Group Life:

- (a) The eligibility of Employees to participate in the Group Life Insurance Plan is subject to Article 3, Application, and participation is a condition of employment for all eligible Employees who commenced employment on or after December 1, 1971.
- (b) The Employer and Employee shall share the premium costs as follows:
  - i) the employer shall pay fifty percent (50%) of the monthly premium;
  - ii) The Employee shall pay fifty percent (50%) of the monthly premium.
  - iii) Notwithstanding, the Employer shall be obligated only to pay a maximum of fifty percent (50%) of the monthly premium as of June 30, 2007.
- (c) The Schedule of Insurance for an Employee who is eligible to participate pursuant to (b) above shall be two and one-half (2½) times regular annual salary rounded out to the next highest one thousand dollars (\$1,000) up to a maximum coverage of one hundred thousand dollars (\$100,000).

##### 48.2 Accidental Death or Dismemberment:

- (a) The Employer shall maintain a master insurance policy for all Employees covered by this Agreement for occupational ACCIDENTAL DEATH AND DISMEMBERMENT resulting from accidental injury. The total premium cost of this policy shall be paid by the Employer. The Employer shall provide the Union with a copy of the policy and any letter of intent issued by the Insurer.
- (b) The amount of benefit payable for an accidental death shall be called the Principal Sum and shall be equal to the Employee's Group Basic Life Insurance coverage to a maximum of one hundred thousand dollars (\$100,000).
- (c) The amount of benefit payable for an accidental dismemberment shall be a percentage of the Principal Sum as outlined in the Master Policy, except that for casual Employees (for which no Group Basic Life Insurance exists) the amount of Benefit payable shall be a flat ten thousand dollars (\$10,000).

48.3 The Employer shall provide general liability insurance coverage for all Employees covered by this Agreement while engaged in the scope of their regular work duties. Coverage provided will be in accordance with the terms and conditions of the Master Comprehensive General Liability Policy of which the Employer is the policyholder.

#### **ARTICLE 49 – TOOLS**

49.1 Bench and hand tools, including special or unusual tools, shall be supplied by the Employer as required.

#### **ARTICLE 50 – UNIFORMS AND PROTECTIVE CLOTHING**

- 50.1 Where the Employer determines that uniforms, coveralls, smocks or other such items are required for the protection of the Employee's personal garments, they shall be provided, replaced or cleaned as determined by the Employer. All such items remain the property of the College.
- 50.2 Protective clothing and safety equipment shall be provided by the Employer as required by the Occupational Health and Safety Act and the regulations thereto.
- 50.3 With production of a receipt, an annual allowance of up to one hundred and twenty dollars (\$120.00) shall be provided to employees where the need for safety footwear has been determined by the Joint Occupational Health, Safety and Fire Committee.
- 50.4 With production of a receipt, an annual shoe allowance of up to one hundred and twenty dollars (\$120.00) shall be provided to Campus Security Officers who are required to wear a uniform when shoes or boots are not provided as part of the uniform.

#### **ARTICLE 51 – CREDIT FOR RELATED PUBLIC SERVICE**

- 51.1 In the case of Employees employed by the Employer on or before April 1, 1978, and continuously employed since that date to the date of signing of this Agreement, their total employment with Lakeland College shall include any previous employment with the Government of Alberta for the purpose of qualifying for all terms and conditions of this Agreement. Commencement of such previous continuous employment shall be deemed to be the commencement date of employment with Lakeland College. Any period of probation served by an Employee previously continuously employed by the Government of Alberta shall be deemed to have been served while employed by Lakeland College.

#### **ARTICLE 52 – EFFECTIVE DATE AND TERM OF AGREEMENT**

- 52.1 This Agreement shall be effective from the date of signing, and shall remain in full force and effect until June 30, 2009, and shall continue in force from year to year thereafter until a replacement Agreement is established under the Public Service Employee Relations Act.

#### **ARTICLE 53 – PRINTING OF AGREEMENT**

- 53.1 The College shall forward to the Union the prepared Collective Agreement for proofreading and signature.
- 53.2 The Parties shall share equally the cost of printing sufficient copies to provide each present and new Employee with one (1) copy of the Agreement, plus fifty (50) additional copies each for the College and the Union.
- 53.3 The Union shall return the finalized Collective Agreement to the College for signature and printing within fifteen (15) working days of receipt of the document referenced in 53.1 above.

#### **ARTICLE 54 – DENTAL**

- 54.1 The Employer will maintain a dental plan for Employees with premium costs being paid by the Employer.

Notwithstanding, the Employer shall be obligated only to pay a monthly premium cost up to the maximum of the monthly premium cost as of June 30, 2007, for each eligible employee.

- 54.2 The Plan will reimburse an eligible participating Employee as set out below:
- (a) an Employee who occupies a full-time permanent position or a temporary position shall receive 100% of the cost of dental services covered by the Plan, or
  - (b) an Employee occupying a part-time permanent position for 50% of the cost of dental services covered by the Plan, in accordance with the applicable dental fee schedule when such dental services are rendered to eligible Employees and their eligible dependents.

54.3 The Plan shall provide coverage comparable to the Lakeland College Faculty Dental Plan as of December 17, 1984. The Plan shall consist of 100% coverage Minor Treatment; 80% coverage Major Treatment; 50% coverage Orthodontic Treatment; for eligible full-time permanent bargaining unit Employees of Lakeland College and their eligible dependents. The Plan also shall consist of 50% coverage Minor Treatment; 40% coverage Major Treatment; 25% coverage Orthodontic Treatment; for eligible part-time permanent bargaining unit Employees of Lakeland College and their eligible dependents.

54.4 Notwithstanding Article 3, Application, of this Lakeland College Agreement, only an Employee who is under 65 years of age and occupying a:

- (a) full-time permanent position; or
- (b) part-time permanent position; or
- (c) temporary position, as defined in Article 1, Definitions, of this Lakeland College Agreement, shall be eligible to participate in the dental plan provided he or she has completed a period of employment specified under Clause 54.5 below.

54.5 An Employee will be eligible to participate in the dental plan:

- (a) on July 1, 1981, if he or she has been continuously employed in one or more of the positions specified under Clause 54.4 above since July 1, 1980, or
- (b) on the date following July 1, 1981, that the Employee completes twelve (12) consecutive calendar months of employment with the Employer in one or more of the positions specified under Clause 54.4 above.

In order to participate in the Plan an Employee may be required to complete and submit an individual Employee application form.

54.6 An eligible Employee's dependent shall be covered under the Plan provided that person is:

- (a) the Employee's legal spouse; or
- (b) the Employee's common-law spouse who is the Employee's partner of the opposite sex who is publicly maintained and represented as the spouse, and with whom the Employee has resided for a period of at least twelve (12) consecutive months provided that the Employee does not have a dependent spouse to whom he or she is legally married and the common-law spouse has been a dependent of the Employee;
- (c) an unmarried child of the Employee and/or the Employee's spouse, including any stepchild or adopted child, who is
  - i) under twenty-one (21) years of age, or

- ii) over age twenty (20) but less than age twenty-five (25) and is a registered student in full-time attendance in the Alberta public school system or at a university or similar institute of learning, or
- iii) of any age and incapable of self-sustaining employment by reasons of mental or physical handicap, and in all cases is chiefly dependent on the Employee for financial support and maintenance.

- 54.7 The maximum benefit payment under the Plan is one thousand, five hundred dollars (\$1,500) for full-time and seven hundred and fifty dollars (\$750) for part-time permanent per covered person per benefit year.
- 54.8 Eligible treatments and services shall, effective from the commencement date of the Plan, be reimbursed on the basis of the Alberta Dental Association's Schedule of Fees in force at the time the Dental Plan commences.
- 54.9 The Employer shall determine the claims and administration procedures, including associated independent third party administrative services, necessary to implement and maintain the Plan. The Union shall be informed of such procedures prior to their implementation.
- 54.10 An Employee information brochure on the Dental Plan will be available to each eligible Employee.
- 54.11 While this Article provides a general description of the Dental Plan, the eligibility for and the entitlement to benefits will be governed by the Dental Plan document which contains all governing terms of the Dental Plan. The Employer shall provide the Union with a copy of the Dental Plan document.

### **LETTER OF UNDERSTANDING – CASHIERS**

The Employer agrees to maintain the current practices regarding cash overages and shortages for those involved with handling cash.

### **LETTER OF UNDERSTANDING – CONTRACTING COLLEGE SERVICES**

Where the contracting of College services will cause job loss for permanent employees covered by this Collective Agreement, the Employer agrees to meet and discuss reasonable measures and alternatives with the Union, prior to finalizing decisions.

### **LETTER OF UNDERSTANDING – JOB TRAINING**

The Employer agrees to seek the involvement of A.U.P.E. employees on committees established to review and make decisions regarding professional development opportunities for A.U.P.E. members.

### **LETTER OF UNDERSTANDING – STUDENT PAY RATES**

Notwithstanding other articles or Schedule “A” or this Agreement, the parties agree that students, exclusive of student assistants, shall be compensated at \$10.00 per hour.

In addition to their hourly rate of pay, these students will receive a payment equivalent to 11.2% of their regular earnings, in lieu of paid holidays and vacation entitlements.

Students shall pay union dues in accordance with Article 9, Union Membership and Dues Checkoff.

### **LETTER OF UNDERSTANDING – BENEFITS**

The parties agree that:

- A. A Joint Benefit Committee, consisting of representation from the Faculty Association, the Alberta Union of Provincial Employees, the Administration Association, and the President or his designee shall be formed with an equal number of representatives from all parties.
- B. This committee will meet as required for the purpose of reviewing the terms and conditions of the current benefit plans and recommending to the parties appropriate alterations.

### **LETTER OF UNDERSTANDING – TIME OFF FOR CHAPTER CHAIR**

The Chairperson of the Chapter shall be relieved of their regularly assigned duties for up to 3.5 hours per week to attend to the Chapter Union business with no loss in pay. Time taken for such business should be planned in such a way as to minimize the effect on the Employee’s work unit, should be approved in advance by the Employee’s supervisor, and should not accumulate.

With thirty (30) days notice either party may withdraw from the provisions of this letter of understanding.

This letter will be in effect from July 1, 2007 to June 30, 2008.

**Schedule A**

**July 1, 2007 - June 30, 2008**

**Grid "A"**

	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Step 7</b>
<b>0</b>	14,494	15,702	16,910	18,118	19,326	20,533	21,741
<b>1</b>	23,435	24,358	25,314	26,309	27,343	28,418	29,535
<b>2</b>	24,842	25,819	26,833	27,889	28,984	30,122	31,306
<b>3</b>	26,333	27,368	28,444	29,561	30,722	31,930	33,184
<b>4</b>	27,912	29,011	30,149	31,333	32,567	33,847	35,177
<b>5</b>	29,587	30,751	31,959	33,215	34,520	35,877	37,286
<b>6</b>	31,363	32,596	33,876	35,207	36,591	38,029	39,523
<b>7</b>	33,245	34,551	35,908	37,320	38,786	40,310	41,896
<b>8</b>	35,239	36,625	38,063	39,560	41,114	42,730	44,409
<b>9</b>	37,354	38,822	40,347	41,934	43,580	45,293	47,073
<b>10</b>	39,594	41,151	42,768	44,449	46,195	48,010	49,897
<b>11</b>	41,970	43,620	45,334	47,116	48,967	50,892	52,892
<b>12</b>	44,489	46,236	48,055	49,942	51,905	53,945	56,066
<b>13</b>	47,157	49,011	50,938	52,939	55,020	57,182	59,429
<b>14</b>	49,988	51,952	53,993	56,116	58,322	60,612	62,996
<b>15</b>	52,986	55,069	57,233	59,483	61,820	64,249	66,776

**Grid "B"**

	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Step 7</b>
<b>1</b>	32,648	33,931	35,265	36,650	38,091	39,588	41,144
<b>2</b>	34,608	35,967	37,380	38,850	40,376	41,963	43,612
<b>3</b>	36,683	38,124	39,623	41,181	42,799	44,481	46,229
<b>4</b>	38,884	40,413	42,000	43,652	45,368	47,149	49,003
<b>5</b>	41,218	42,837	44,522	46,270	48,088	49,978	51,944
<b>6</b>	43,690	45,408	47,192	49,046	50,975	52,978	55,061
<b>7</b>	46,312	48,131	50,023	51,989	54,033	56,156	58,363
<b>8</b>	49,090	51,020	53,025	55,109	57,274	59,525	61,864

## Schedule A

July 1, 2008 - June 30, 2009

### Grid "A"

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
0	15,110	16,369	17,629	18,888	20,147	21,406	22,665
1	24,431	25,393	26,390	27,427	28,505	29,625	30,790
2	25,898	26,916	27,973	29,074	30,215	31,402	32,637
3	27,452	28,531	29,652	30,817	32,028	33,287	34,594
4	29,098	30,244	31,430	32,665	33,951	35,285	36,672
5	30,845	32,058	33,317	34,627	35,987	37,401	38,871
6	32,695	33,981	35,316	36,704	38,146	39,646	41,203
7	34,658	36,019	37,434	38,907	40,435	42,024	43,677
8	36,736	38,182	39,680	41,241	42,861	44,546	46,297
9	38,941	40,472	42,062	43,716	45,432	47,218	49,074
10	41,277	42,900	44,585	46,338	48,159	50,051	52,018
11	43,754	45,474	47,261	49,118	51,048	53,055	55,140
12	46,379	48,201	50,097	52,065	54,111	56,238	58,448
13	49,162	51,094	53,102	55,189	57,358	59,612	61,954
14	52,112	54,160	56,288	58,501	60,800	63,188	65,674
15	55,238	57,409	59,666	62,011	64,448	66,980	69,614

### Grid "B"

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
1	34,036	35,373	36,763	38,208	39,710	41,270	42,893
2	36,079	37,496	38,969	40,501	42,092	43,746	45,465
3	38,243	39,745	41,307	42,931	44,618	46,372	48,193
4	40,537	42,130	43,785	45,507	47,296	49,153	51,085
5	42,970	44,658	46,414	48,237	50,132	52,103	54,151
6	45,547	47,338	49,198	51,131	53,142	55,229	57,401
7	48,280	50,177	52,149	54,199	56,329	58,543	60,844
8	51,177	53,188	55,278	57,451	59,708	62,054	64,493

## Schedule B

### GRID "A" CLASSIFICATION LEVELS AND POSITIONS

#### LEVEL 2

#### LEVEL 3

Building Custodian  
Print/Mail Clerk

#### LEVEL 4

#### LEVEL 5

Bookstore Clerk  
Business Development Clerk  
\* Campus Security Officer  
\* Child Care Giver  
Distance Learning Clerk  
Finance Clerk  
\* Grounds Worker  
Media Services Assistant  
Receptionist/Switchboard Operator  
Recreation Programmer

#### LEVEL 6

Administrative Assistant, Facilities  
Administrative Assistant, Recreation  
Administrative Assistant, Residence Services  
Bookstore/Print/Mail Clerk  
\* Grounds/Maintenance Worker  
Head Lifeguard  
Shipping/Receiving Clerk  
Training Programs Assistant  
The Learning Centre Assistant

## Schedule B

### LEVEL 7

Accounts Payable Clerk  
Accounts Receivable Clerk  
Administrative Assistant, Agricultural Sciences  
Administrative Assistant, Business & Tourism  
Administrative Assistant, College Facilities & Services  
Administrative Assistant, Continuing Education, Pesticides  
Administrative Assistant, Environmental Sciences  
Administrative Assistant, Extension Services - Vermilion  
Administrative Assistant, Health & Wellness  
Administrative Assistant, Office of the Registrar  
Administrative Assistant, Performing Arts  
Administrative Assistant, Health & Safety  
Administrative Assistant, Trades & Technology  
Admissions Assistant  
Cashier/Billing Clerk  
Financial Aid & Awards Assistant  
Library/Media Services Assistant  
Payroll/Human Resources Assistant  
Registration Clerk  
Student Records Assistant  
Student Records Assistant, Calendar Courses  
Student Records Assistant, Contracts  
Student Records Assistant, Distance Learning  
Utilities Clerk

### LEVEL 8

Academic Advising Assistant  
Accounts/Registration Clerk  
Acquisitions/Materials Technician  
Acquisitions/Serials Technician  
Administrative Assistant, Academic Upgrading & University Transfer  
Administrative Assistant, Business & Tourism & Computer Technology  
Administrative Assistant, Curriculum Development  
Administrative Assistant, Extension Services - Lloydminster  
Administrative Assistant, Library  
Administrative Assistant to the Director, College Development  
Business Development & Marketing Assistant  
Cataloguing Technician  
College Development Systems Coordinator  
Computer Based Training Technician  
Coordinator, Conference Services  
Course Development and Accreditation Assistant  
Distance Learning Facilitator  
Facilities & Capital Projects Assistant  
Financial Services Clerk  
\* Grounds Worker Supervisor  
Institutional Reporting Officer  
Student Advisor  
Timetabling / Apprenticeship Registration Coordinator

## Schedule B

### **LEVEL 9**

Administrative Assistant to the Dean, Arts, Health, & Academic Services - Lloyd

Administrative Assistant to the Dean, Arts, Health, & Academic Services - Ver

Administrative Assistant to the Dean, Trades & Technology

Administrative Assistant to Dean, Fire & Emergency Training Centre

Aquatic Supervisor

Auto Diesel Laboratory Technician

Biology Laboratory Technician

\* Child Care Giver Supervisor

\* Dairy Herdsperson/Farm Labourer

Electrical Laboratory Technician

Environmental Sciences Laboratory Technician

Graphic Designer

Library Services Coordinator

\* Life/Work Skills Coordinator

Payroll Officer

Residence Operations Facilitator

Rodeo Club / Arena Coordinator

Student Employment Advisor

Technical Assistant, Information Technology

Tool Crib/Laboratory Technician

Welding Laboratory Technician

### **LEVEL 10**

Agricultural Sciences Laboratory Technician

\* Agricultural Technician

Alumni Coordinator

Be Fit for Life Coordinator

\* Business Facilitator, Health & Human Services

\* Business Facilitator, Saskatchewan Programming

\* Business Facilitator, Trades & Technology - Lloydminster

\* Business Facilitator, Trades & Technology - Vermilion

\* Campus Security Supervisor

Communications Specialist

Computer/Network Technician

Logistics Facilitator

Media Services Technician

Researcher/Technical Writer

Residence Life Facilitator

Administrative Assistant to the Dean, Agricultural & Environmental Sciences

Student Accounts Coordinator

Student Records Coordinator

Student Services Representative

\* Swine Unit Coordinator

TLC Tutor/Learning Disability Support Worker

Website Coordinator

## **Schedule B**

### **LEVEL 11**

Admissions Coordinator

College Development Coordinator

\* Dairy Unit Coordinator

Library Services Supervisor

Recreation Activities Supervisor

Recruitment Officer

Team Leader, Custodial Services

### **LEVEL 12**

Academic Advisor

Bookstore Supervisor

Computer/Network Technician II

Coordinator, Recreation

Corporate Accounts Coordinator

Media Services Supervisor

Print/Mail Supervisor

Supervisor, Conference Services

University Transfer Laboratory Technician

### **LEVEL 13**

Coordinator, Residence Services

### **LEVEL 14**

Communications Coordinator

Recruitment Coordinator

Senior Programmer Analyst

### **LEVEL 15**

Coordinator, Health Services & Occupational Health

*Those positions marked with an asterisk \* indicate a 40 hour work week.*

*Positions listed include only: Permanent - Full & Part time and Continuing Term -Full & Part time*

## Schedule B

### GRID "B" POSITIONS AND CLASSIFICATION LEVELS

#### LEVEL 1

- \* Maintenance Service Worker
- \* Personal Protective Equipment Technician
- Operations Technical Support, Fire & Emergency Training Centre

#### LEVEL 2

- \* Maintenance Service Worker/Painter

#### LEVEL 3

#### LEVEL 4

- Extinguisher, High Pressure Cylinder & Bunker Gear Technician

#### LEVEL 5

- \* Inventory Control Technician

#### LEVEL 6

- \* Apparatus & Field Technician
- \* Automotive Mechanic
- \* Carpenter
- \* HVAC Engineer/Carpenter
- \* Painter

#### LEVEL 7

- \* Electrician
- \* Fleet Repair and Maintenance Technician
- \* Plumber/Gasfitter

#### LEVEL 8

- \* Plumber/Gasfitter/Heating Plant Operator

*Those positions marked with an asterisk \* indicate a 40 hour work week.*

*Positions listed include only: Permanent - Full & Part time and Continuing Term -Full & Part time*

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President, The Alberta Union  
of Provincial Employees

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Chairman, Board of Governors  
of Lakeland College

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Witness

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Witness

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Date

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Date