

ALBERTA COLLEGE OF ART + DESIGN



COLLECTIVE AGREEMENT

BETWEEN THE

**BOARD OF GOVERNORS OF
THE ALBERTA COLLEGE OF ART + DESIGN**

AND THE

**ALBERTA UNION OF PROVINCIAL EMPLOYEES
LOCAL 071 CHAPTER 006**

JULY 1, 2008 - JUNE 30, 2010

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Collective Bargaining Agreement

THIS AGREEMENT made this 28 day of February C.E. 2009

BETWEEN

THE BOARD OF GOVERNORS OF
THE ALBERTA COLLEGE OF ART + DESIGN,
(hereinafter called the "Employer")

OF THE FIRST PART

and

THE ALBERTA UNION OF PROVINCIAL EMPLOYEES
on behalf of all Employees covered by this Collective Agreement
(hereinafter called the "Union")

OF THE SECOND PART

ARTICLE 1

Definitions

- 1.01 For the purposes of this Agreement, unless the context otherwise requires:
- (a) “Act” means the Public Service Employee Relations Act.
 - (b) “Anniversary Date” unless otherwise changed by the operation of the terms of this Agreement means:
 - (i) In the case of an Employee whose employment commenced between the first (1st) and fifteenth (15th) day inclusive of any month, the first (1st) day of that month; or
 - (ii) In the case of an Employee whose employment commenced between the sixteenth (16th) and last day inclusive of any month, the first (1st) day of the following month.
 - (c) “Classification” means the numerical designation assigned to Positions, as set out in Schedule “C”.
 - (d) “College” means the Alberta College of Art + Design.
 - (e) “Employer” means the Board of Governors of the Alberta College of Art + Design or its designate(s).
 - (f) “Regular Full-time Employee” means an Employee scheduled to work twelve (12) months, per year, as set out in Article 20.01.
 - (g) “Regular Part-time Employee” means:
 - (i) An Employee scheduled to work full-time or part-time for more than six (6) months, but less than twelve (12) months, each year, in a recurring appointment.
 - (ii) An Employee scheduled to work twelve (12) months, each year, in a recurring appointment, and whose hours of work are not less than one-half (1/2) of the hours worked as set out in Article 20.01.
 - (h) “Temporary Employee” means an Employee:
 - (i) hired to temporarily replace a Regular Employee described in Article 1.01(f) and (g). A Temporary Employee may remain in the temporary employment until such time as the Regular Employee returns or the Regular Employee’s position becomes vacant; or
 - (ii) hired for a specific non-recurring project of limited term not to exceed twelve (12) months in duration. Such temporary employment may be extended by written agreement of the Union and the Employer; or

- (iii) hired for a period of twenty-four (24) months or less to work in a position described in Article 2.02(b). Such Employees will become Regular Full-time Employees if employed for a period in excess of twenty-four (24) consecutive months. Temporary Employees hired for recurring periods of employment will become Regular Part-time Employees if employed for more than a total of twenty-four (24) months within thirty-six (36) months of initial appointment.
- (i) “Casual Employee” means an Employee hired for casual employment in a Bargaining Unit Position who will not be employed on a Full-time basis in the same position for a continuous period in excess of twelve (12) months.
- (j) “Increment” means the difference between successive Pay Rates within a Range.
- (k) “Local” means Local 071/006 of The Alberta Union of Provincial Employees.
- (l) “Month” means a calendar month.
- (m) “Pay Rate” means a rate of pay as set out in Schedule “A”, Schedule “A-1” and Schedule “B”.
- (n) “Position” means a job position, which has been established in accordance with the Employer’s policy and procedures.
- (o) “Position Description” means the description of a Position published by the Employer and which may include “Overview & Purpose”, “Duties”, “Qualifications/Experience”, “Skills”, and “Working Conditions”.
- (p) “President + CEO” means the person appointed as President + CEO of the College pursuant to the Post Secondary Learning Act.
- (q) “Range” means the Pay Rates assigned to a Classification as set out in Schedule “A” and Schedule “A-2”.
- (r) “Supervisor” means the person to whom the Employee reports.
- (s) “Union Steward” means a member of the Local who is elected or appointed by the Employees to act on their behalf.
- (t) “Work Day” means any day on which an Employee is normally expected to be at the place of employment.
- (u) “Union Representative” means the President of the Union, or an Officer or Staff Member of the Union designated by the President, in writing, pursuant to the Union’s Constitution to perform a specific function pertaining to this Collective Agreement.

1.02 For the purposes of this Agreement, unless the context otherwise requires, a word used in the masculine gender applies also to the feminine, and a word used in the singular may also apply to the plural.

ARTICLE 2

Jurisdiction

2.01 The Employer recognizes the Union as the sole Bargaining Agent for all Employees covered by Certificate No. 9-97, except those Employees excluded by The Alberta Labour Relations Board, or by written agreement between the Parties, or by mutual agreement of the Parties at the time of the signing of the Agreement.

2.02 This Collective Agreement does not apply to the following, provided they shall not replace Bargaining Unit Employees:

- (a) Students in positions which are designated as student jobs; however, where students are employed in a position covered in Schedule "C" (Position Classifications), they shall be deemed to be Employees under this Agreement;
- (b) Persons employed in positions subsidized in whole or in part by Provincial and/or Federal Government Special or Cost-shared programs and positions subsidized in whole or in part by donated funds or services from corporate sponsors of the College

ARTICLE 3

Application

- 3.01 (a) Regular Full Time Employees shall be granted all terms and conditions of this Collective Agreement.
- (b) Regular Part-Time Employees shall be granted all terms and conditions on a pro-rata basis, unless otherwise specified. Wherever possible Employees shall be advised, in writing, not less than two (2) weeks from the expiration of a specified term the commencement date of the following period of employment.

3.02 Temporary Employees shall be granted all terms and conditions of this Collective Agreement, except the following Articles shall not apply, unless otherwise specified:

<u>Article Number</u>	<u>Article</u>
11.01, 11.03, 11.04	Probationary Period
12	Layoff and Recall
16	Seniority
28.03 (c)	Illness and Sick Leave

29.02 (b) (c)	Workers' Compensation Supplement
30.02	LTD, Extended Health, Dental
30.03	Employee Benefits
33.04	Leaves
34.04	Maternity/Parental/Adoption Leaves

Temporary Employees who are employed to work the normal Full-time hours of work specified in Article 20.01, after one (1) year of continuous employment in a single position, shall be eligible for the Employer premium contribution to the Alberta Health Care Insurance Plan.

3.03 A Casual Employee will be paid an hourly pay rate in accordance with Schedule "B" plus six percent (6%) of gross earnings per pay in lieu of annual vacation entitlement. A Casual Employee shall only be entitled to those paid holidays as set out in Article 31 which occur during the term of the Employee's employment when the Employee has worked consecutively for the two (2) work days immediately preceding the holiday and the first work day immediately following the holiday. Pay for holidays will be calculated on the basis of the average number of hours the Casual Employee worked per day (excluding overtime) for the two (2) work days immediately preceding the holiday.

Except as otherwise provided in this Agreement, only the following terms of this Agreement shall apply to Casual Employees:

<u>Article Number</u>	<u>Article</u>
4	Management Recognition
6	Union Membership and Dues Check-off
7	Employer-Union Relations
13	Grievance Procedure
19	Attendance
20	Hours of Work
21.01, 21.04, 21.06	Overtime
23	Split Shifts
24	Reporting Pay
25	Standby Pay
26	Call Back Pay
29.01, 29.03, 29.04	Workers' Compensation Supplement
30.02	General Liability Insurance
36.02	Health and Safety
37	Discrimination and Harassment
38	Protective Clothing
Schedule "B"	Hourly Pay Rate

ARTICLE 4

Management Recognition

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

ARTICLE 5

Union Stewards

- 5.01 The Employer recognizes Union Stewards as officials of the Union. The Union will provide a current list of Union Officers and Stewards to the Employer.
- 5.02 The Union recognizes that the Stewards have their regular work to perform as Employees of the Employer. Stewards will not leave their work to investigate or process a grievance or conduct Union business on the Employer's premises during working hours without the prior approval of the Supervisor concerned, and must report back to the Supervisor at the conclusion of the meeting, where practical to do so.

ARTICLE 6

Union Membership and Dues Check off

- 6.01 All Employees covered by this Agreement shall become Members of the Union as a condition of employment. An Employee who has a religious objection to becoming a Member of the Union shall be permitted to opt out of membership by providing the Union with a signed statutory declaration outlining the objection within sixty (60) consecutive calendar days from the date of commencement of employment, but such Employee shall continue to pay Union Dues.
- 6.02 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.
- 6.03 The Employer shall remit Union Dues deducted from the pay of all Employees to the Union by the first working day after the fifteenth (15th) calendar day in the following month. Where an accounting adjustment is necessary to correct an over or under payment of Dues, it shall be effected in the succeeding month. The deductions remitted shall be accompanied by particulars identifying each Employee in a printed form showing Employee number, starting date, classification, amount of Union Dues deducted, name and last known address. A copy of the dues deduction list shall be provided to the Chair of the Local. Further, the Employer shall provide to the Union, on a monthly basis, a list containing the name and last known address of current recipients of Long Term Disability Insurance.

- 6.04 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) days prior to the effective date of the change.
- 6.05 The Union agrees to indemnify and save the Employer harmless against any claim or liability arising out of the application of this Article.

ARTICLE 7

Employer-Union Relations

- 7.01 The Employer will grant Union Representatives access to its premises for a specific purpose and when investigating a grievance and for the purpose of meeting with the grievor or the grievor's immediate Supervisor.
- 7.02 Union Membership Meetings may be held on Employer premises with prior approval of the Employer and subject to the availability of facilities. Such permission will not unreasonably be denied. The request shall be made to the Human Resources Department with at least two (2) days advance notice of the Meeting date.
- 7.03 The Employer will provide specific bulletin board space for use of the Union at locations on the Employer's premises, which are accessible to Employees. Sites of the bulletin boards are to be determined by the Employer and the Union. Bulletin board space shall be used for the posting of Union information directed to its Members.
- 7.04 An Employee shall have the right to wear or display the recognized insignia of the Union, however, no such insignia larger than a lapel pin shall be worn on issue clothing or uniforms, nor shall an insignia be displayed on Employer's equipment or facilities.
- 7.05 The Employer will provide the Union with a list of Employer representatives with whom meetings or appointments may be arranged for the purpose of hearing grievances.
- 7.06 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 Employees. 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.

ARTICLE 8

Joint Consultation

- 8.01 For the purpose of discussing matters of mutual concern, a Joint Consultation Committee shall be appointed consisting of three (3) Designated Representatives of the Local and three (3) Designated Representatives of the Employer. The Committee may make recommendations to the Union and the Employer.

- 8.02 Joint Consultation Meetings shall take place between the Parties at least every six (6) weeks. Meetings may be cancelled or re-scheduled by mutual agreement. Arrangements for such Meetings will be made through the Human Resources Office.
- 8.03 Time off without loss of regular earnings will be granted to Employees while attending meetings of the Joint Consultation Committee.

ARTICLE 9

Time off for Union Business

- 9.01 Time off, without loss of regular earnings, will be granted to Employees conducting Union Business under the following circumstances:
- (a) Employee(s) and Steward(s) involved in discussions related to the processing of grievances, or the investigation of complaints arising out of the Collective Agreement, provided, however, they first obtain the consent of their immediate Supervisor(s), which consent shall not be unreasonably withheld.
 - (b) Members of Local 071/006, for time spent at Joint Consultation Meetings during working hours.
 - (c) Members of Local 071/006, for time spent in joint Union-Employer Committees.
 - (d) Members of Local 071/006, for time spent at Meetings authorized by the Employer on matters of mutual interest.
- 9.02 Time off, without pay, will be granted to Employees, conducting Union Business under the following circumstances:
- (a) Members of Local 071/006, who attend Union Functions, Seminars, Programs, provided the Employees concerned give at least five (5) working days notice in writing requesting such time off, and that operational requirements permit.
 - (b) Members of Local 071/006, who are Designated Representatives of the Negotiating Committee for time spent with representatives of the Employer during the formal negotiations of a Collective Agreement and for Union preparatory meetings during these negotiations.
 - (c) To facilitate the administration of time off under Clause 9.02, the Employer will grant the leave of absence with pay and invoice the Union for the Employee's salary, or for the replacement salary costs, whichever is greater. The Employer shall invoice the Union within six (6) months.

- 9.03 The number of Employees granted the same time off under Article 9 will not exceed three (3) in number except when the Employer authorizes more than three (3). An Employee on leave pursuant to Clause 9.05 shall not be included in this number.
- 9.04 All other Union business not identified in 9.01 or 9.02, including attendance at Union Membership meetings pursuant to Article 7.02, shall not be conducted during the Employee's regular working hours, unless the Employee has first received the approval of the Employee's Supervisor. Such approval shall not be unreasonably denied.
- 9.05 An Employee who is elected for a Full-time position with the Union shall be granted a leave without pay and without loss of seniority for a maximum period of two (2) years. Such leave shall be renewable for a further term upon request. The Employee may elect to continue to participate in the Pension Plan and the benefit plans provided under Article 30, provided that such participation is permissible under those plans and provided the Employee pays the full cost, including the Employer's share, during the period of such leave.

ARTICLE 10

New or Altered Position Descriptions

- 10.01 (a) The Employer may establish new Bargaining Unit Position Descriptions or alter existing positions, and the terms and conditions of employment related thereto.
- (b) Where a new Position Description is established the appropriate classification shall be determined by the Employer. The Employer shall give written notice to the President of the Union and Local Chairperson.
- (c) If, after consultation with the Employer, the Union objects to the Classification assigned by the Employer, the union shall within fifteen (15) working days of the date the Union received the notice referred to in Article 10.01(b), serve written notice on the Employer of the Union's intention to submit the matter as a grievance commencing at Step 2 of the Grievance Procedure.
- (d) If the Union fails to provide the requisite notice within the time limits specified in Article 10.01(c), the Union will be deemed to have accepted the Classification assigned. However, time limits under this Clause may be extended by mutual agreement between the Parties provided such agreement is in writing.
- 10.02 The Employer will provide Regular Employees with a copy of their Position Description on the first day of their employment in the Position, or if the position Description is altered in accordance with Article 10.03.

- 10.03 (a) An Employee may request a Position Description review with his out of scope supervisor if regular and substantive addition(s), deletion(s) or amendment(s) are made to their current position. An employee who believes their Position Description is inappropriately classified may apply for reclassification to Human Resources. Any request for reclassification will include a rationale for the reclassification. A classification decision will be given to the Employee and the employee's out of scope supervisor in writing within sixty (60) working days from the date it was received in Human Resources.
- (b) If it is determined that the Employee's Position is to be reclassified to a higher classification, the assignment to the new classification shall be effective as of the date the application was submitted to Human Resources.

10.04 If the Employee is not satisfied with the Classification decision rendered by Human Resources in Article 10.03(a), the Employee may appeal the matter within 10 workdays of the receipt of the decision. The appeal must give supporting rationale and be made in writing to Human Resources. If the Employee fails to comply within the prescribed time frames, the appeal shall be considered to be abandoned.

10.05 Appeal Procedure

- (a) The Classification Appeal Committee shall be established by Human Resources within fifteen (15) work days of receipt of the appeal and shall consist of:
1. A representative of the Employer
 2. A representative appointed by the local Chairperson
- (b) The employee has the right to appear before the Classification Appeal Committee for the purpose of presenting information and supporting arguments as well as responding to questions. The Classification Appeals Committee may request other employees who have knowledge of the duties and responsibilities of the position to appear before the committee.
- (c) The Classification Appeals Committee will review and reevaluate the position and shall not add to, detract from, or modify the existing Classification Plan.
- (d) The Classification Appeals Committee shall render a decision in writing to the employee, to the employee's out of scope supervisor and to Human Resources within ten (10) workdays of the final appearance of the employee before the Committee.

- 10.06 (a) Failing resolution, the employee may request the appeal proceed to the President + CEO. This request must be made in writing to the President + CEO within ten (10) workdays of receipt of the notice of decision from the Classification Appeals Committee. The President + CEO will render his decision in writing within ten (10) workdays of receipt of the appeal.
- (b) If the Employee does not agree with the decision of the President + CEO, the Employee may appeal the decision in accordance with Article 13.03 (Step 2). Such appeal shall be made in writing within ten (10) workdays after receipt of the decision.
- 10.07 Either party may request an extension of the time limits mentioned above provided that such extension is requested prior to the expiry date of the time allowed. Where such extension is requested it may not be unreasonably denied.

ARTICLE 11

Probationary Period

- 11.01 All new Regular Employees shall serve a probationary period of six (6) months, commencing on the first (1st) day of their employment.
- 11.02 A Probationary Employee who is absent from work for any reason shall have the probationary period extended by the same amount of time as the period(s) of absence.
- 11.03 The period of probation may be extended for a maximum of an additional six (6) months and such extension shall be communicated to the Employee and the Chair of the Local no later than ten (10) workdays prior to the expiration of the probation period.
- 11.04 The employment of a Probationary Employee may be terminated at any time during the probationary period and any grievance arising from the termination shall not be submitted to Arbitration.
- 11.05 When the Employee's performance during the probationary period is unsatisfactory, the Supervisor will inform the Employee of the unsatisfactory performance no later than four (4) weeks prior to the conclusion of the probationary period.
- 11.06 An Employee who has previously been employed by the Employer may, at the discretion of the Employer, have that previous employment considered as part of the probationary period.

ARTICLE 12

Lay-off and Recall

- 12.01 Lay-off is defined as a temporary separation from employment as a result of lack of work, or shortage of work, or lack of operational funding.
- 12.02 In the event of lay-off, the Employer shall notify the Employees to be laid off at least ten (10) working days prior to the effective date of lay-off, or shall make payment in lieu of the Employee's regular work days falling within the period of notice.
- 12.03 The requirement to provide notice of lay-off shall not apply in the event of a staff reduction caused by fire, flood, earthquake, or other acts of God requiring closure of part or all of the College operations.
- 12.04 Lay-offs are subject to retention of Employees capable of performing the work to be done, and then, where applicable, in reverse order of seniority. The application of bumping rights in the event of a Position Abolishment and/or lay-off shall relate only to Regular Employees whose positions are assigned the same Classification or a lesser Classification.
- 12.05 Lay-off notice of five (5) working days shall be required for Probationary Employees, or payment in lieu of notice.
- 12.06 Recall is defined as a request to the Employee to return to work when work is again available in the job assignment the Employee occupied at the time of lay-off or for other work, which the Employee is capable of performing. The Employer shall recall capable Employees prior to the hiring of new Employees.
- 12.07 Recall shall be in the reverse order of lay-off and Employees on lay-off shall be recalled when a staff increase occurs in preference to any other applicants during the first one hundred and eighty (180) calendar days following the lay-off date.
- 12.08 Notice of recall shall be made by registered mail to the last known address of the Employee. Attempts will be made to contact the Employee by telephone. Upon receipt of the notice, an Employee shall have forty-eight (48) hours to reply to the recall notice and ten (10) working days to commence employment. An Employee recalled for employment of short duration not exceeding one (1) month at a time when the Employee is employed elsewhere shall not lose recall rights for refusal to return to work.
- 12.09 A Regular Full-time Employee or a Regular Part-time Employee shall be paid severance pay if:
- (a) the Employee refuses without good and satisfactory reason to accept an alternate position for which he is capable of performing, the position offered having the same or a higher maximum salary as the position the Employee was in upon lay-off/position abolishment, shall forfeit all rights pursuant to clause 12.07.

- (b) the Employee has not been recalled within one hundred and eighty (180) calendar days from the date of lay-off; or
- (c) the Employee, within ten (10) days of the date of lay-off has chosen to waive recall rights and accept termination because:
 - (i) the period of lay-off is expected to exceed one hundred and eighty (180) days; or
 - (ii) the Employee's regular job has been abolished.

Severance pay shall be in the amount of four (4) weeks pay at the Employee's regular rate for each completed year of service up to a maximum of thirty-nine (39) weeks of severance pay. Employees with fifteen (15) or more completed years of service shall be given an additional four (4) weeks of pay.

12.10 All further rights of an Employee under this Agreement shall be forfeited upon receipt of severance pay.

12.11 Severance pay shall not be paid to an Employee who has been dismissed, resigned or retired or who refused an alternate position with no reduction in regular pay. An Employee who receives a severance payment pursuant to Clause 12.09(b) and who is subsequently rehired during the one hundred and eighty (180) consecutive calendar days following termination, shall repay the severance pay proportionately to the Employer based on the difference between the number of weeks of pay received and the number of weeks that the Employee was on layoff.

ARTICLE 13

Grievance Procedure

13.01 For the purpose of this Article, the following definitions shall apply:

- (a) "Days" mean calendar days not including Saturdays, Sundays or Paid Holidays.
- (b) "Discipline" includes reprimands, suspension, demotion and dismissal.
- (c) "Demotion" means a transfer to a position with a lower maximum salary.

13.02 In the event that a difference arises between the Parties hereto or any person bound by this Agreement regarding:

- (a) alleged unjust treatment or discrimination;
- (b) alleged unfair working conditions;
- (c) the dismissal of a Casual, Temporary, or Probationary Employee;

- (d) any disciplinary action involving financial penalty, other than one described in (c) above; or the suspension or dismissal of a Regular Employee without just cause; or the application, interpretation or any alleged violation of this Agreement;

the alleged difference must be dealt with progressively in the following manner without stoppage of work or refusal to perform work except as provided pursuant to the Occupational Health and Safety Act in respect of an imminent danger to the health or safety of the Employee.

Differences concerning matters referred to in paragraphs (a), (b) or (c) shall not be submitted to Adjudication. Differences concerning matters covered in paragraph (d) above may be referred to Adjudication. This process will be pursued by the Parties in a timely manner.

13.03 Step 1

Within ten (10) days of the act causing the difference or within ten (10) days of the time when the Employee first became aware, or should reasonably have become aware that a difference allegedly had occurred, the Employee shall discuss the matter in a Step 1 meeting with the Employee's Supervisor who is not within the scope of this Collective Agreement with a view to resolving it. The Employee's Supervisor shall respond in writing within fifteen (15) days of receiving the grievance. An Employee shall have the right to have a Union Steward or Union Representative present during discussion at this Step.

Step 2

If no settlement is reached at Step 1, the difference becomes a grievance, which must be submitted in writing, specifying the nature of the grievance pursuant to Clause 13.02, and the redress sought. The grievance must be signed by the Employee and submitted to the President + CEO of the College within ten (10) days of the receipt of the response in Step 1. The President + CEO of the College, or the President + CEO's designate, shall issue a decision in writing to the Employee and the Union within fifteen (15) days of the receipt of the grievance.

A grievance concerning the dismissal of a Regular Employee shall commence at this Step.

Step 3

If the grievance is not resolved through any of the foregoing Steps, the grievance may be referred to Adjudication as provided in the Act, if it is a grievance as defined in 13.02(d) and the Employee has the approval of the Union, except that approval is not mandatory where an Employee is grieving dismissal or suspension. Where either Party requests that a grievance be submitted to Adjudication, the request shall be submitted to the other Party in writing, within twenty (20) days of the receipt of the Step 2 decision.

During the twenty (20) days mentioned in Step 3, the Parties may mutually agree to apply for grievance mediation. If no settlement is reached at mediation, the twenty (20) days would commence from when mediation has concluded.

- 13.04 Either Party may request an extension of the time limits mentioned above provided that such extension is requested prior to the expiry of the time allowed. Where such extension is requested, it may not be unreasonably denied.
- 13.05 Either Party may request a Meeting at Steps 1 or 2 which shall not be unreasonably denied. The grievor shall be permitted to be accompanied by a Union Steward or Union Representative to assist the grievor at such Meetings.
- 13.06 Both the Union and the Employer shall have the right to process, as Policy Grievances, items which may arise regarding interpretation, application, operation or alleged violation of this Agreement through the above mentioned procedures commencing with the 2nd Step, provided that the grievance is submitted, in writing, within thirty (30) days from the date the grievor became aware, or should reasonably have become aware, of the incident prompting the grievance.
- 13.07 In the event the grievor fails to follow the procedure and time limits established in the Steps of the Grievance Procedure, or amended pursuant to Clause 13.04, the grievance shall be deemed to be abandoned.
- 13.08 When the recipient of the grievance fails to respond within the time limits prescribed in the Grievance Procedure, or amended pursuant to Clause 13.04, the grievance shall advance to the next Step of the Grievance Procedure.
- 13.09 An Adjudication Board shall have no power to add to, subtract from, modify or amend the provisions or terms of this Agreement.
- 13.10 An Adjudication 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.
- 13.11 The Parties may agree to the appointment of a single Adjudicator as an alternate procedure to the foregoing. A single Adjudicator shall have the same powers and responsibilities as an Adjudication Board.

ARTICLE 14

Personnel File

- 14.01 Access to an Employee's personnel file shall be provided to the Employee or the Employee's authorized representative, in the presence of the Employer, upon request, and also within a reasonable time, once in every year and in the event of a grievance or complaint. The Employee may request that a Union Steward or Union Representative be present at the time of such examination.

14.02 The personnel file referred to in this Article is the personnel file of an Employee maintained in Human Resources. This file shall contain copies of all documentation pertaining to the Employee.

ARTICLE 15

Disciplinary Action

15.01 An Employee may be disciplined or dismissed for just cause.

15.02 An Employee will be provided with a copy of written reprimands or other written notices of disciplinary action.

15.03 An Employee who is to be interviewed on any disciplinary action shall be given reasonable notice of the time and place of the interview. The Employee has the right to request that a Union Representative or Union Steward be present.

15.04 An Employee who has been subjected to disciplinary action may, after the twenty-four (24) months of continuous service from the date the disciplinary action was invoked, request that the Personnel File be purged of any record of the disciplinary action. Such request will be granted providing:

- (a) the Employee's file does not contain any further record of disciplinary action during that twenty-four (24) month period, and
- (b) the disciplinary action is not the subject of an unresolved grievance.

15.05 When a Regular Employee is dismissed, the Employer shall notify the Local in writing within two (2) working days of the dismissal.

ARTICLE 16

Seniority

16.01 Seniority is defined as the length of continuous and/or recurring service with the Employer calculated by hours of work excluding overtime. Seniority shall apply in determining preference for demotions, promotions, layoff and recall. Seniority is not accumulated during periods of lay-off or during unpaid leaves of absence in excess of forty-five (45) calendar days. Seniority for Part-time Employees shall be accumulated on a pro-rata basis. The Employer will provide seniority reports to the Local Chairperson on an as needed basis in the event of a dispute arising concerning the calculation of seniority.

16.02 Seniority shall not be acquired by Temporary Employees, Casual Employees, or by Probationary Employees while on probation. In the event a Temporary or Casual Employee becomes a regular Employee without a break in service of more than thirty (30) days seniority shall be made retroactive to the last date of hire.

- 16.03 Upon completion of the probationary period, seniority shall be effective from the date of last hire.
- 16.04 An Employee will lose seniority in the following circumstances:
- (a) If the Employee is discharged for just cause;
 - (b) If the Employee resigns voluntarily;
 - (c) If the Employee receives severance pay, or is laid off for a period in excess of twelve (12) months;
 - (d) If, following lay-off, the Employee fails to return to work within ten (10) working days after receiving proper notice to do so except where such failure is for reasons beyond the Employee's control.
- 16.05 An Employee, laid off as per the provisions of Article 12, and then who is recalled for employment of short duration not exceeding one (1) month at a time when the Employee is employed elsewhere shall not lose seniority rights for refusal to return to work.

ARTICLE 17

Job Opportunities

- 17.01 Vacancies to be filled which fall within the Bargaining Unit will be posted for a period of not less than seven (7) calendar days on the designated campus "job" bulletin board, and a copy will be sent to the Local Chairperson. The notice shall set out a summary of:
- (a) the responsibilities of the position;
 - (b) the qualifications, experience, skills and abilities required for the position;
 - (c) the classification; and
 - (d) the applicable wage rate or range.
- 17.02 All applications delivered in writing to the Human Resources Office during such period of posting will be considered.
- 17.03 In filling vacancies, the Employer will select the most suitable candidate. The selection shall be based upon the education, qualifications, experience, skills and abilities required for the position. When two (2) or more candidates are assessed to be relatively equal, internal candidates shall be give preference over external candidates.

- 17.04 In assessing internal candidates, performance will also be considered. Where the education, qualifications, experience, skills, abilities and performance of two (2) or more internal candidates are judged to be relatively equal, the Employee with the most seniority as defined in Article 16 shall be preferred over less senior Employees.
- 17.05 All applicants shall be informed in writing of their acceptance or rejection as soon as possible after the appointment is made.
- 17.06 When circumstances require the Board to fill a vacancy before expiration of the posting period, the appointment shall be made on a temporary basis only, until a regular appointment is made.
- 17.07 The Parties may mutually agree to waive application of this Article.

ARTICLE 18

Pay Affecting Transfers, Reclassifications, Promotions or Demotions

- 18.01 “Transfer” means a movement of an Employee, at the direction of the Employer, from one Position to another Position having the same Classification. Upon a Transfer, no Pay Rate adjustment occurs. Employees may request a Transfer as vacancies occur and in accordance with Article 17 of this Agreement.
- 18.02 “Promotion” means a movement of an Employee, at the direction of the Employer, from one Position to another Position having a higher Classification. Upon a Promotion, the Employee’s Pay Rate shall be matched off with the closest higher Pay Rate of the new Classification, and advanced by one (1) increment.
- 18.03 “Reclassification” means the movement of a Position, at the direction of the Employer, from one Classification to another Classification. Upon a Reclassification to a higher Classification, the Employee’s Pay Rate shall be matched off with the closest higher Pay Rate of the higher Classification.
- 18.04 “Demotion” means a movement of an Employee, at the direction of the Employer, from one Position to another Position having a lower Classification. Upon a Demotion, no Pay Rate adjustment occurs. The Employee’s Pay Rate shall remain fixed until such time as a negotiated increase for the Range of the new Classification results in the maximum Pay Rate for that Classification becoming higher than the Employee’s. At that time, the Employee’s Pay Rate shall be increased from the fixed rate of pay to the closest higher Pay Rate for that Position
- 18.05 “Displacement” means a movement of an Employee, from one Position to another Position, resulting from an Employee initiating bumping rights in the event of a Position Abolishment and/or lay-off. In the event that a Displacement is selected by the Employee, and approved by the Employer, the following shall apply:

- (a) Upon Displacement from one Position to another Position of the same Classification, no Pay Rate adjustment occurs.
- (b) If the Employee's Pay Rate is greater than the maximum Pay Rate of the new Classification, the Employee's Pay Rate shall remain fixed until such time as a negotiated increase for the Range of the new Classification results in the maximum Pay Rate for that Range becoming higher than the Employee's fixed rate of pay. At that time, the Employee's Pay Rate shall be increased from the fixed rate of pay to the closest higher Pay Rate of the new Classification.

18.06 An Employee who has received a Pay Rate increase as a result of a reclassification under Clause 18.02 or Clause 18.03, shall be eligible for advancement to the next and subsequent Pay Rates on the first day of the month following completion of each twelve months of continuous service in the classification after the date of the reclassification.

ARTICLE 19

Attendance and Notice of Resignation

- 19.01 Employees are expected to advise the Employer in writing of planned absences prior to taking such absence(s). All planned absences must be approved by the Employee's immediate Supervisor.
- 19.02 An Employee who, without prior approval, is unable to report to work, shall immediately notify the Supervisor on a daily basis. If the immediate Supervisor is unavailable, the Employee shall then call the Main Reception Desk to report the absence.
- 19.03 An Employee is required to provide the Employer with at least ten (10) work days prior written notice of intention to resign from employment, in order to resign in good standing.

ARTICLE 20

Hours of Work

- 20.01 The normal hours of work for Employees covered by this Agreement shall be one thousand, eight hundred and twenty-seven (1,827) hours per year, thirty-five (35) hours per week, seven (7) hours per day, Monday to Friday.
- 20.02 All Employees shall normally receive two (2) fifteen (15) minute paid rest periods; one (1) prior to the lunch period, and one (1) after. An Employee who works more than two (2) hours but less than six (6) hours shall be granted one (1) rest break per period worked.

- 20.03 All Employees will receive an unpaid lunch period of one (1) hour at approximately the mid-point of each scheduled work period in excess of five (5) hours.
- 20.04 Any Employee who is directed by the Supervisor to remain at a station of employment due to specific assignment during the Employee's meal period shall be compensated for such meal period at the applicable overtime rate.
- 20.05 In the event the Employer schedules a change to an Employee's hours of work, the Employee will receive a minimum of ten (10) working days advance notice in writing. It is understood that this Clause applies only to those Employees in Regular appointments.

ARTICLE 21

Overtime

- 21.01 An Employee may occasionally be required to work beyond regularly scheduled hours to overcome additional short-term workloads, or, to meet extraordinary situations. All such overtime must be authorized by the Supervisor prior to the Employee working overtime.
- 21.02 The Employer may occasionally require an Employee to work short periods of overtime, not to exceed fifteen (15) minutes per day without paying the overtime rate.
- 21.03 Overtime rates will be calculated to the nearest one-quarter (1/4) hour and shall be compensated as follows:
- (a) On a Regular Work Day - time and one-half (1 1/2X) the regular hourly salary for the first two (2) hours in excess of the regular working hours; and double the regular hourly rate thereafter.
 - (b) On a Regular Scheduled Day Off - time and one-half (1 1/2X) the regular hourly salary for the first three (3) hours; and double (2X) the regular hourly rate thereafter.
 - (c) On a Paid Holiday - time and one-half (1 1/2X) the regular hourly salary for all hours worked on the Paid Holiday.
- 21.04 Employees, who voluntarily accept assignments from two separate departments that cause their total daily or weekly hours to be in excess of the normal hours of work in Article 20, shall be compensated for those hours on a straight time basis only.
- 21.05 Part-time Employees who are required to work overtime will be paid at straight time for the hours worked up to the normal hours of full-time Employees initially. For hours in excess of the equivalent normal hours of full-time Employees, overtime rates in 21.03 will apply.

- 21.06 Overtime shall be compensated on the basis of compensating time off with pay in lieu of payment for overtime unless otherwise mutually agreed between the Employee and the Supervisor. However, time off accumulated as a result of overtime worked shall be taken at a mutually agreeable time within the next twelve (12) months or paid out in cash at the expiration of the twelve (12) months.
- 21.07 Overtime pay will be calculated from the annual salary rate in effect at the time overtime is worked, regardless of any subsequent retroactive change in that rate.

ARTICLE 22

Shift Differential/Weekend Premium

- 22.01 Regular Employees covered by this Agreement whose majority of hours are scheduled between the hours of 5:00 p.m. one day and 7:30 a.m. the following day, shall receive a shift differential of one dollar and twenty-five cents (\$1.25) per hour.
- 22.02 An Employee who works Saturdays or Sundays as part of his regularly scheduled work week, shall receive a weekend premium of one dollar and twenty-five cents (\$1.25) for each hour worked from Friday 5:00 p.m. to Monday 7:30 a.m.
- 22.03 At no time shall shift differential or weekend premium be included with the Employee's regular rate of pay.

ARTICLE 23

Split Shifts

- 23.01 An Employee shall not be required to work a split shift.
- 23.02 Notwithstanding the above, if an Employee agrees to work a split shift the Employee shall receive a split shift premium of fifty cents (\$0.50) per hour for all hours worked on the scheduled shift.

ARTICLE 24

Reporting Pay

- 24.01 An Employee hired for casual employment shall be paid a minimum of three (3) hours pay at the Employee's hourly rate when an expected work period is cancelled and the Employee was not notified of such cancellation a minimum of forty-eight (48) hours prior to the cancelled work period. This provision shall not apply when the expected work period is cancelled due to fire, flood, earthquake, or other acts of God requiring closure of part or all of the College operations.

ARTICLE 25

Standby Pay

- 25.01 Standby means that an Employee is designated by the Employer to be immediately available to return to work outside of the Employee's regular working hours, whether or not the Employee actually does return to work.
- 25.02 An Employee on Standby shall be paid the amount of one-half (1/2) hour's pay at the regular rate for each four (4) hours on Standby or major portion thereof on a day that is not a Paid Holiday. For Standby on a Paid Holiday, the payment shall be one (1) hour's pay at the regular rate for each four (4) hours on Standby or major portion thereof.
- 25.03 When an Employee, while on Standby, is unable to report to work when required, no compensation shall be granted for the total Standby period.
- 25.04 An Employee who is called back to work during a period of Standby, shall be compensated pursuant to Clause 25.02 for the Standby period and paid pursuant to Article 26 for the hours worked on call back.
- 25.05 An Employee shall not normally be required to Standby on two (2) consecutive weekends or two (2) consecutive Paid Holidays, where other qualified staff are available.

ARTICLE 26

Call Back Pay

- 26.01 Subject to Clause 26.03, when an Employee is called back to work by his Supervisor for a period in excess of two (2) hours, including time spent traveling directly to and from work, he shall be compensated at the applicable overtime rate for hours worked pursuant to Article 21 - Overtime. For such Call-Back on a Paid Holiday, the rate of compensation shall be time and one-half (1 1/2) for all hours worked up to the equivalent of full normal daily hours and double (2X) time for additional hours worked thereafter.
- 26.02 Subject to Clause 26.03, an Employee who is called back to work one or more times within a two hour period and for whom the time worked and the time spent traveling directly to and from work totals two (2) hours or less, shall be compensated at straight time for a minimum of three (3) hours.
- 26.03 There shall be no minimum guaranteed compensation nor compensation for time spent traveling if the call-back is contiguous with a normal working period.

ARTICLE 27

Acting Incumbency

- 27.01 Subject to paragraph 27.03, an Employee assigned by the Employer to temporarily perform all or substantially all of the principal duties of a Position having a higher Classification (the "Incumbent's Position") shall receive Acting Incumbency Pay.
- 27.02 "Acting Incumbency Pay" means one hundred and five percent (105%) of the Employee's Pay Rate, or subject to the approval of the Employer, the minimum Pay Rate for the Range of the Incumbent's Position.
- 27.03 An Employee is not entitled to receive Acting Incumbency Pay until the Employee has performed all or substantially all of the principal duties of the Incumbent's Position for a minimum period of five (5) consecutive Work Days, during which time the Employee may also be required to perform some or all of the duties of the Employee's regular Position. Upon completing the aforementioned five (5) Work Day period, the Employee shall receive Acting Incumbency Pay for the entire period during which the Employee performs all or substantially all of the principal duties of the Incumbent's Position, including the initial five (5) Work Day period.
- 27.04 It is understood that only one (1) acting incumbent will be assigned as a result of any one (1) Employee's absence.

ARTICLE 28

Illness and Sick Leave

28.01 General Conditions

Illness means any illness, injury or quarantine affecting an Employee, but does not include injury due to accidents covered by Workers' Compensation.

28.02 Casual Illness

- (a) Casual illness means an illness which causes an Employee to be absent from duty for a period of three (3) consecutive working days or less.
- (b) Leave with pay due to casual illness shall be for a maximum of ten (10) working days each July 1st to June 30th year. For a period of employment less than one (1) year, this entitlement shall be calculated on the basis of one (1) day for each month worked to a maximum of ten (10) working days.
- (c) If an Employee uses the Employee's total casual sick leave entitlement, the Employee is not entitled to further paid casual sick leave for that year.

- (d) Casual illness entitlement shall have application only to days on which an Employee would otherwise normally be scheduled to work.

28.03

General Illness

- (a) General illness means an illness, which causes an Employee to be absent from duty for a period of more than three (3) consecutive working days.
- (b) Illness leave entitlement, each July 1 to June 30, will be as follows:
 - (i) In the first year of service, an Employee shall be entitled to accumulate two (2) days pay per full month worked, for use as sick leave entitlement.
 - (ii) After one (1) year of service leave with pay due to general illness shall be for a maximum of eighty (80) workdays. This entitlement shall be reinstated immediately upon return to work in the case of each unrelated illness. In the case of a recurrence of the illness or disability, and the Employee is not eligible for Long Term Disability benefits, then the amount of illness leave taken shall be reinstated when the Employee has returned to work and resumes normal duties on a regular schedule for a period of not less than ten (10) consecutive workdays.
- (c) After the eighty (80) workdays general illness entitlement has expired, the Employee will no longer receive a salary from the College. The Employee must apply for long term disability which is subject to approval by the Carrier. The Employer will notify the Union when an Employee goes on Long Term Disability. If within three (3) months after recovery from a disability for which monthly benefits are being received under the Long Term Disability Insurance program the Employee again becomes disabled, such disability will be considered a continuation of the previous disability.
- (d) Annual vacation will not accrue for periods of general illness over eighty (80) workdays.
- (e) Benefits will continue during the first eighty (80) workdays of general illness leave.
- (f) The Employer requires medical proof of illness to verify the Employee's absence and a medical statement that the Employee is fit to return to work.
- (g) When a day designated as a Paid Holiday falls within a period of general illness, an Employee shall not receive any additional entitlement in respect of that day.

28.04 Medical and Dental Appointments

An Employee may be granted time off to attend: personal medical, dental, or eye appointments, or those of the Employee's dependents, provided authorization is received from the Supervisor in advance and the appointments are scheduled to least interfere with the Employee's regular hours of work. Time off in excess of three (3) consecutive hours during scheduled hours of work shall be charged against casual illness entitlement.

28.05 When a day designated as a Paid Holiday falls within a period of general illness, an Employee shall not receive any additional entitlement in respect of that day.

ARTICLE 29

Workers' Compensation Supplement

29.01 If an Employee sustains an injury in the course of duties with the Employer which causes the Employee to be absent from work and eligible to receive Workers' Compensation, the Employee will not suffer a loss in pay, provided the Employee assigns any benefits payable under Workers' Compensation to the College.

29.02 Such supplement as identified above shall immediately cease in the instances, when:

- (a) Final determination is made pursuant to the provisions of the Workers' Compensation Act that the Employee is able to return to work;
- (b) The Workers' Compensation Board grants the Employee a permanent pension for either partial or total disability and the Employee becomes eligible for the amount of benefits provided by the Insurer of the College's Long Term Disability Plan;
- (c) The expiration of two (2) years from the date of the injury.

29.03 An Employee who is injured on the job during working hours and is required to leave the job site for treatment, or is sent home as a result of such accident, will not suffer a loss in pay for that day.

29.04 All incidents should be reported within twenty-four (24) hours to the Employee's immediate Supervisor, or the Human Resources Department, but in any event, all incidents shall be reported within seventy-two (72) hours.

ARTICLE 30

Employee Benefits

30.01 The Employer agrees to maintain current benefits plans covering Alberta Health Care, Group Life Insurance, Long Term Disability, Accidental Death and Dismemberment, Extended Health, Dental, Dependent Life Insurance, and General Liability Insurance for eligible members of support staff.

30.02 Upon execution of the Agreement, the cost of premiums for the aforementioned benefits shall be shared between the Employer and Employee upon the following basis:

	<u>Employee Contribution</u>	<u>Employer Contribution</u>
Alberta Health Care (delete Jan. 1, 2009)		100%
Group Life Insurance		100%
Long Term Disability	100%	
Accidental Death and Dismemberment		100%
Extended Health		100%
Dependent Life Insurance	100%	
Dental		100%
General Liability Insurance		100%
Optional Life Insurance	100%	

Any increase in premium rates for Group Life Insurance, Accidental Death and Dismemberment, Extended Health, or Dental benefits above the rates in effect on June 30, 2002 will be shared equally by the Employer and the Employee.

30.03 Both the Employer and Employee shall continue contributions to the Local Authorities Pension Plan, as per the Local Authorities Pension Plan Act, and the regulations, guidelines, and stipulations as provided by the Alberta Treasury, Payroll and Pensions, Government of Alberta.

30.04 The Employer will provide to an Employee, upon request, brochures concerning all benefit plans for which the Employee is eligible for participation.

30.05 The Employer shall provide the Union with copies of the Plan documents for Benefits listed above and any amendments to those policies. Booklets containing plan summaries shall be provided to Employees upon appointment and following plan changes.

30.06 The Local will be consulted prior to any amendments being made in coverage.

- 30.07 (a) Employees on unpaid leaves of absence may continue benefits coverage in the Employer's group benefit plans during the leave for the period(s), and under the conditions, specified in the group plan contract by paying one hundred percent (100%) of the premium costs of participation in the benefit plans in advance or providing monthly payments in advance. Such coverage shall not exceed twelve (12) months in duration. Employees choosing not to participate in the benefit plans during periods of leave without pay waive the right to benefits under the plans during the period of leave, and must comply with the plan eligibility criteria, restrictions and waiting periods upon return from leave.
- (b) Effective January 1, 2009 Regular Part-time Employees who choose to continue benefits while on summer layoff, shall have the Employer pay fifty percent (50%) of the cost of coverage for Employee Benefits during the layoff period. Individual Employees must continue with the same benefit coverage as subscribed to throughout the employment period.

30.08 Eligible members under this Article means the member must be eligible under the eligibility criteria, plan restrictions and waiting periods established by the carrier.

All benefit plans specified in this Article shall be in accordance with the terms and conditions contained in the policy of insurance of which the College is the policyholder. The College shall have the right to change the insurance carriers and/or plans provided current benefits are maintained. The terms of the policies of insurance and plan conditions shall not be considered as incorporated in the collective agreement by reference or by necessary intendment. Differences respecting any matters related to the administration and application of the benefit plans therefore are not subject to the grievance, mediation and arbitration provisions of this agreement.

- 30.09 (a) Effective July 1, 2009 an annual Health Spending Account (HSA) will be implemented in the amount of three hundred and fifty dollars (\$350) per benefit year per Benefit Eligible Employee. An interim HSA will be established for Benefit Eligible Employees in the amount of one hundred and seventy-five dollars (\$175) for the period from January 1, 2009 to June 30, 2009. Any amounts unused during the benefit year will be pooled and distributed equally amongst all participating Employees for use in their HSA in the next benefit year. Eligible expenses are those qualified as medical expense tax credits under the Income Tax Act, and includes items such as prescription eyeglasses, dental expenses, medical devices and supplies, prescription drugs, and services of paramedical practitioners as per Revenue Canada.

ARTICLE 31

Paid Holidays

31.01 Employees are entitled to one (1) day's paid leave for each of the following Holidays:

- | | | |
|-----|----------------|-------------------------------|
| (a) | New Year's Day | Civic Holiday (1 day) |
| | Family Day | Labour Day |
| | Good Friday | Thanksgiving Day |
| | Easter Monday | Remembrance Day |
| | Victoria Day | December 24 (1/2 day in p.m.) |
| | Canada Day | |

and the days from December 25 to December 31 inclusive.

Stampede Holiday: one (1) day to be observed during the Calgary Stampede on a day designated by the Employer.

- (b) In addition to the above Holidays, any other day proclaimed as a Holiday by Federal, Provincial, or Municipal Government(s).

31.02 When a day designated as a Holiday under Clause 31.01 falls on an Employee's regularly scheduled day of rest and the Employer has not scheduled a common day in lieu, the Employee shall be granted the option of:

- (a) a mutually agreed upon day off with pay at the Employee's regular rate, or,
- (b) pay at the Employee's regular rate for the Holiday.

31.03 An Employee who is required to work on an observed Holiday, as identified in 31.01, shall receive:

- (a) pay at the overtime rate for the hours worked, pursuant to Article 21 - Overtime, and,
- (b) one (1) day off in lieu with pay at the Employee's regular rate at a time(s) agreed between the Employee and the Employer.

31.04 When a day off in lieu is granted under 31.03(b), Employees shall arrange to take the time off within one (1) month, or receive pay in lieu of time off at the expiration of the one (1) month. Once scheduled, the alternate day off shall not be rescheduled except by mutual agreement.

ARTICLE 32

Annual Vacation Leave

- 32.01 An Employee shall not take vacation leave without the prior authorization of the Employer. Vacation scheduling shall be determined by the Employer in accordance with operational requirements, taking into consideration the preferences of the Employee.
- 32.02 Vacation leave entitlement, with pay, shall be earned as follows:
- (a) Less than twelve (12) calendar month's service: one point two five (1.25) days/full month.
 - (b) After twelve (12) calendar month's service: fifteen (15) working days/year, or one point two five (1.25) days/month.
 - (c) After five (5) year's service: twenty (20) working days/year, or one point six seven (1.67) days/month.
 - (d) After ten (10) year's service: twenty-five (25) working days/year, or two point zero eight (2.08) days/month.
 - (e) After fifteen (15) year's service: thirty (30) working days/year, or two point five (2.5) days/month.
- 32.03 All calculations which result in one-quarter (1/4) or three-quarters (3/4) working day fractions, shall be rounded out to the next half or full day, whichever applies.
- 32.04 No vacation entitlement shall be earned during any leave of absence without pay in excess of forty-five (45) calendar days or during any absence due to sickness or injury in excess of forty-five (45) calendar days.
- 32.05 A Paid Holiday as provided in Article 31 - Paid Holidays, which occurs during the period of vacation leave will not be included towards the number of day(s) taken for purposes of vacation entitlement recording.
- 32.06 The Employer shall, subject to operational requirements, make every effort to grant an Employee upon request, at least two (2) weeks of annual vacation entitlement during the summer months.
- 32.07 An Employee shall earn vacation leave pursuant to Clause 32.02 when authorized the following absences:
- (a) financially assisted Education Leave,
 - (b) any other authorized leave of absence with pay from the Employer.

- 32.08 Vacation leave may be taken in one continuous period or in separate periods.
- 32.09 Except as is otherwise provided herein, vacation leave in respect of each year of service shall be taken:
- (a) within twelve (12) months after the end of that year, and,
 - (b) at such time or times as may be approved by the Employer.
- 32.10 The Employer may consider written requests to carryover vacation leave from one year to the next. Approval of such requests must be in writing.
- 32.11 Once vacations are authorized, they shall not be changed, other than in cases of emergency, except by mutual agreement.
- 32.12 An Employee, who terminates employment from the Alberta College of Art + Design, will be paid out for the vacation entitlement earned, but not taken, to the effective date of termination.

ARTICLE 33

Leaves

- 33.01 Employees have a professional responsibility to the College, and as such, requests for planned absences will be approved only if there is no unreasonable disruption to the College.
- Dependent upon the nature and duration of the absence request, the absence may be either with or without pay, subject to the discretion of the Supervisor.
- 33.02 Other than in exceptional circumstances, no more than ten (10) working days per regular Full-time equivalent year will be granted as leave with pay.
- Where possible, the request must be documented in writing in advance of the absence. Reasons for discretionary leave may include personal leave, bereavement, family illness, and emergencies.
- 33.03 A leave of absence without pay must be authorized by the Employee's immediate Supervisor, prior to such time(s) the leave(s) is to be taken. Leave of absence without pay may be approved providing operational requirements permit, and the availability of suitable replacement personnel permit.
- 33.04 A request for leave of absence without pay must where possible be submitted in writing at least two (2) weeks in advance of the commencement of the leave.
- The leave will not normally exceed twelve (12) months in duration, unless mutually agreed to by both Parties.

33.05 Employees on a leave of absence without pay shall not be eligible for any remuneration including statutory holiday entitlement, and those on leave for a period in excess of forty-five (45) calendar days shall not accumulate seniority or service entitlement to vacation and other benefits.

ARTICLE 34

Maternity/Parental/Adoption Leaves

34.01 Maternity Leave

(a) Entitlement

A pregnant Employee who has been employed for at least fifty-two (52) consecutive weeks is entitled to maternity leave without pay.

The maternity leave to which a pregnant Employee is entitled is a period of not more than fifteen (15) weeks.

The Employer shall not deny the pregnant Employee the right to continue employment during the period of pregnancy unless the pregnancy interferes with the performance of her duties. The Employer may require medical documentation verifying that there are no health related issues that prevent continued employment. The cost of such documentation shall be paid by the Employee.

(b) Commencement of Maternity Leave

Maternity leave shall commence at a time designated by the Employee, within twelve (12) weeks of the estimated delivery date, but no later than the actual date of birth of the child.

(c) Seniority Status

While on maternity leave, an Employee shall be entitled to accumulate seniority in accordance with the provisions of this Agreement.

34.02 Parental/Adoption Leaves

(a) Entitlement

An Employee is entitled to parental leave as follows:

- (i) in the case of an Employee entitled to maternity leave, a period of not more than thirty-seven (37) consecutive weeks immediately following the last day of maternity leave;

- (ii) in the case of a parent who has been employed by the Employer for at least fifty-two (52) consecutive weeks, a period of not more than thirty-seven (37) consecutive weeks within fifty-two (52) weeks after the child's birth;
- (iii) in the case of an adoptive parent who has been employed by the Employer for at least fifty-two (52) consecutive weeks, 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.

If Employees described under this clause are parents of the same child, the parental leave may be taken wholly by one of the Employees, or be shared by the Employees. The Employer is not required to grant parental leave to two Employees at the same time, if the two Employees are parents of the same child.

(b) Commencement of Parental/Adoption Leave

An Employee must give the Employer at least three (3) months written notice of the date the Employee will start parental leave unless:

- (i) the medical condition of the birth mother or child makes it impossible to comply with this requirement;
- (ii) the date of the child's placement with the adoptive parent was not foreseeable.

If the Employee cannot comply with the written notice requirement for any of the reasons stated under (i) or (ii) above, the Employee must give the Employer written notice at the earliest possible time of the date the Employee will start or has started parental leave.

Employees who intend to share parental leave must advise the Employer of their intention to share parental leave.

(d) Return from Maternity/Parental/Adoption Leave

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 her Employer agree to shorten the period by the Employee giving her Employer a medical certificate indicating that resumption of work will not endanger her health.

- 34.03 An Employee who is not yet on maternity leave, and who wishes to transfer to another position or request temporarily revised job duties due to the pregnancy, may request a transfer to more suitable work if available. Where no suitable position or duties are available, the Employee may either request maternity leave, or, if a valid medical reason for absence relating to the pregnancy exists, the Employee may request Illness and Sick Leave.
- 34.04 The Employee must provide three (3) months written notice prior to her scheduled date of confinement or notice of the impending adoption.
- 34.05 Upon receipt of fifteen (15) calendar days notice of the Employee's intention to return to work, the Employee shall be guaranteed to return to her/his former job assignment, or be placed in another job assignment, at no less than the salary and benefits level that she/he had prior to commencement of the leave. An Employee must resume work on the date specified in the written notice and if the Employee fails to return to work on that date, the Employee is not entitled to resume work subsequently unless the failure to return to work resulted from unforeseeable or unpreventable circumstances.
- If an Employee fails to provide at least fifteen (15) calendar days notice before the end of the leave period to which the Employee is entitled, the Employee may not resume work unless the failure to provide the notice resulted from unforeseeable or unpreventable circumstances.
- An Employee who does not wish to return to employment following maternity, parental or adoption leave must give four (4) weeks written notice of intention to terminate employment.
- 34.06 An Employee who returns from leave under the provisions of this Article, shall have the leave time recognized as service towards vacation leave entitlement as per Clause 32.02.
- 34.07 If an Employee elects to continue benefits coverage, the cost-sharing arrangements provided by Clause 30.02 of Article 30 - Employee Benefits, shall be provided for the maximum length of the leave, subject to the approval by the insurer.
- 34.08 Maternity Leave shall be without pay or general sick leave entitlement except when the Employee provides a medical practitioner's statement outlining the duration of pregnancy-related sick leave required.

ARTICLE 35

Court Leave

- 35.01 An Employee who is summoned or required to attend as a witness or defendant or to serve jury duty to appear in Court, shall be allowed a leave with pay, but any witness fee receivable shall be paid to the Employer.

35.02 The Employee may be required to provide the Employer with proof of service from an Officer or Clerk of the Court.

ARTICLE 36

Health and Safety

36.01 Pursuant to occupational health and safety legislation, the Employer, the Union, and the Employees recognize and acknowledge a joint responsibility in maintaining a safe and secure working environment.

36.02 The Employer,

- (a) agrees to provide a facility where all members of the College community can safely perform their assigned duties,
- (b) will insure that critical health and safety workplace documents are available and
- (c) will ensure that support staff employees carry out safety-related duties assigned to them.

36.03 As required of all workers under the legislation, support staff employees are responsible to ensure that they, students and any other employees that may be under their supervision:

- (a) receive appropriate training and supervision in safe work practices and the safe operation of equipment,
- (b) engage in the safe storage and handling of materials and substances and
- (c) identify and report unsafe equipment and work practices to the designated employee of the College.

36.04 The Employer is committed to an active Health and Safety Committee composed of a broad representation from constituencies within the College, including AUPE representation. The Health and Safety Committee shall include in its considerations health and safety matters referred by any member of the College community and identified as unhealthy or unsafe situations at the work site. The committee will make recommendations to the appropriate areas and/or managers to improve the health and safety of employees and students, and will follow up on the actions recommended.

Minutes of all meetings of the Health and Safety Committee Meetings shall be sent to the Chair of AUPE Local 071006 within thirty (30) days.

Time off without loss of regular earnings will be granted to Employees while attending meetings of the Health and Safety Committee.

ARTICLE 37

Discrimination and Harassment

- 37.01 This Agreement has been negotiated with the intent to comply with the provisions of the Human Rights, Citizenship and Multiculturalism Act.
- 37.02 The Employer and the Union agree that there shall be no discrimination or harassment as per the above Act.
- 37.03 The Employer and the Union agree that if any part of this Agreement or application thereof is considered to be inconsistent with the terms of this Act, the matter shall be an issue for discussion. If the issue is not resolved through these discussions, it shall become an issue that can be dealt with through Article 13, Grievance Procedure, except that the matter shall not be submitted to Adjudication.

ARTICLE 38

Protective Clothing

- 38.01 In accordance with the Occupational Health and Safety Act and the Occupational Health and Safety Regulations or any other applicable legislation, protective clothing, safety footwear, and safety equipment, shall be provided by the Employer at no cost to the Employee. All such clothing and equipment remains the property of the Employer, and is to be used by the Employee only in job related tasks.

ARTICLE 39

Travel and Subsistence

- 39.01 Employees who incur travel and subsistence expenses in the performance of authorized Employer business shall be reimbursed for those expenses in accordance with current Employer policy and rates.
- 39.02 The Employer agrees to consult with the Local prior to the alteration of travel and subsistence rates.

ARTICLE 40

Cash Shortage

- 40.01 An Employee shall not be required to make up cash shortages in the course of their employment.

ARTICLE 41

Parking

- 41.01 All Employees of the College will have equal access to available parking facilities on a first come first-serve basis, with present stall holders having preference.
- 41.03 The parking fee shall be determined by the Employer. The Employer shall consult with the Local Chairperson prior to changes in parking rates.

ARTICLE 42

Professional Development/Extended Studies Fee Waiver

- 42.01 The Employer encourages and supports professional development activities for all Regular Employees. Where the Employer requires an Employee(s) to undertake professional development activities that are job related and are for training specifically required by the College, or where the Employer supports an Employee request to undertake professional development activities, the costs to enroll and attend such professional activities shall be borne by the Employer, provided that:
- (a) Written application is approved;
 - (b) Operational requirements permit;
 - (c) Availability of funding exists;
 - (d) Upon successful completion of the approved professional development activity, the Employee shall submit expenses for reimbursement.
- 42.02 Regular Employee(s) who apply to enroll in Extended Studies course(s) at the College, are entitled to a fee waiver providing:
- (a) the course is not fully subscribed (subject to maximum class limitations), and;
 - (b) the break-even point in terms of enrollment has been acquired.

ARTICLE 43

Rates of Pay

- 43.01 Employees other than Casual Employees shall be paid in accordance with the Pay Rates specified for the Classification of their Position as set out in Schedule "A" for the period July 1, 2008 to June 30, 2009, as set out in Schedule "A-1" for the period July 1, 2009 to June 30, 2010. Casual Employees shall be paid in accordance with the Pay Rate set out in Schedule "B".

43.02 The Pay Rate of each Employee shall remain fixed at the Pay Rate in effect on July 1, 2008 until the first Anniversary Date of the Employee occurring after July 1, 2008, at which time the Employee shall be eligible to receive an increase in their pay to the next higher Pay Rate in their Range. In the event that the Employer has just cause to withhold the aforementioned increase, the Employer will notify the Employee, in writing, a minimum of one (1) month before that Employee's Anniversary Date. The Employee's pay may be increased to the next higher Pay Rate of their Range at any later date at the discretion of the Employer.

ARTICLE 44

Printing of Agreement

44.01 Printing of the Collective Agreement and selection of the printer shall be the joint responsibility of the Employer and the Alberta Union of Provincial Employees. Costs for printing shall be shared equally between the Employer and the AUPE.

44.02 Once printing and delivery of the agreement is completed, the Employer shall provide each current Employee with a copy.

44.03 The Employer shall provide a copy of the Collective Agreement to each new Employee upon appointment.

44.04 Each Party further agrees to pay full cost of printing additional copies that they order beyond the initial print run.

ARTICLE 45

Effective Date and Term

45.01 This Agreement shall take effect from the date of signing by the Union, and shall remain in effect until June 30, 2010. The Agreement shall continue in effect thereafter unless notice of amendment is served by either Party upon the other not less than thirty (30) days and not more than ninety (90) days preceding the expiration of said Agreement.

45.02 Where notice to commence negotiations is served by either Party under the provisions of the Act, this Agreement shall continue in effect until:

- (a) settlement is agreed upon and a new Agreement is signed; or
- (b) if settlement is not agreed upon, then this Agreement shall remain in effect until a new Agreement is concluded in accordance with the provisions of the Act.

45.03 The following Schedules are appended to and form part of this Agreement:

- (a) Schedule "A" - Classification and Range Grid as at July 1, 2008

- (b) Schedule "A-1" - Classification and Range Grid as at July 1, 2009
- (c) Schedule "B" - Hourly Rate of Pay
- (d) Schedule "C" - Position Classifications

45.04 Any notice required to be given under the terms of this Agreement or the Act shall be deemed to have been sufficiently served if personally delivered or delivered by prepaid courier or mailed in a prepaid registered envelope addressed in the case of the Employer to:

The President + CEO
Alberta College of Art + Design
1407 - 14th Avenue N. W.
Calgary, Alberta, T2N 4R3

and in the case of the Union to:

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

ARTICLE 46

Legislation and the Collective Agreement

46.01 If any law passed by the Government of Alberta renders null and void, or alters any provision of this Agreement, the remaining provisions shall remain in effect for the term of the Agreement and the Parties shall negotiate, in accordance with the bargaining procedures of the Act, a satisfactory provision to be substituted for the provision thus affected.

Schedule "A"

Classification and Range Grid as of July 1, 2008

Classification	Pay Rate	Pay Rate						
		1	2	3	4	5	6	7
8	Annual	\$50,780	\$52,566	\$54,404	\$56,301	\$58,283	\$60,327	\$62,436
	Monthly	\$4,232	\$4,381	\$4,534	\$4,692	\$4,857	\$5,027	\$5,203
7	Annual	\$48,284	\$49,979	\$51,727	\$53,529	\$55,405	\$57,337	\$59,358
	Monthly	\$4,024	\$4,165	\$4,311	\$4,460	\$4,617	\$4,778	\$4,946
6	Annual	\$45,114	\$46,701	\$48,341	\$50,031	\$51,781	\$53,584	\$55,459
	Monthly	\$3,760	\$3,892	\$4,028	\$4,169	\$4,315	\$4,465	\$4,622
5	Annual	\$41,364	\$42,801	\$44,295	\$45,861	\$47,463	\$49,121	\$50,834
	Monthly	\$3,447	\$3,567	\$3,691	\$3,822	\$3,955	\$4,093	\$4,236
4	Annual	\$37,592	\$38,906	\$40,271	\$41,688	\$43,149	\$44,659	\$46,207
	Monthly	\$3,133	\$3,242	\$3,356	\$3,474	\$3,596	\$3,722	\$3,851
3	Annual	\$34,624	\$35,827	\$37,084	\$38,376	\$39,725	\$41,126	\$42,565
	Monthly	\$2,885	\$2,986	\$3,090	\$3,198	\$3,310	\$3,427	\$3,547
2	Annual	\$32,912	\$34,059	\$35,244	\$36,480	\$37,756	\$39,086	\$40,452
	Monthly	\$2,743	\$2,838	\$2,937	\$3,040	\$3,146	\$3,257	\$3,371
1	Annual			\$31,074	\$32,165	\$33,297	\$34,460	\$35,661
	Monthly			\$2,589	\$2,680	\$2,775	\$2,872	\$2,972

Annual Salary is based upon 1,827 regular hours worked per year (35 hours per week).

Schedule "A - 1"

Classification and Range Grid as of July 1, 2009

Classification	Pay Rate	Pay Rate						
		1	2	3	4	5	6	7
8	Annual	\$53,319	\$55,194	\$57,124	\$59,116	\$61,198	\$63,343	\$65,558
	Monthly	\$4,443	\$4,600	\$4,760	\$4,926	\$5,100	\$5,279	\$5,463
7	Annual	\$50,698	\$52,478	\$54,314	\$56,205	\$58,176	\$60,204	\$62,325
	Monthly	\$4,225	\$4,373	\$4,526	\$4,684	\$4,848	\$5,017	\$5,194
6	Annual	\$47,370	\$49,036	\$50,758	\$52,533	\$54,370	\$56,263	\$58,232
	Monthly	\$3,948	\$4,086	\$4,230	\$4,378	\$4,531	\$4,689	\$4,853
5	Annual	\$43,432	\$44,941	\$46,510	\$48,154	\$49,836	\$51,577	\$53,375
	Monthly	\$3,619	\$3,745	\$3,876	\$4,013	\$4,153	\$4,298	\$4,448
4	Annual	\$39,472	\$40,851	\$42,284	\$43,773	\$45,306	\$46,892	\$48,518
	Monthly	\$3,289	\$3,404	\$3,524	\$3,648	\$3,776	\$3,908	\$4,043
3	Annual	\$36,355	\$37,618	\$38,938	\$40,295	\$41,711	\$43,183	\$44,693
	Monthly	\$3,030	\$3,135	\$3,245	\$3,358	\$3,476	\$3,599	\$3,724
2	Annual	\$34,558	\$35,762	\$37,007	\$38,304	\$39,644	\$41,041	\$42,475
	Monthly	\$2,880	\$2,980	\$3,084	\$3,192	\$3,304	\$3,420	\$3,540
1	Annual			\$32,627	\$33,773	\$34,961	\$36,183	\$37,444
	Monthly			\$2,719	\$2,814	\$2,913	\$3,015	\$3,120

Annual Salary is based upon 1,827 regular hours worked per year (35 hours per week).

Schedule "B"

Hourly Pay Rate

July 1, 2008 - June 30, 2010

Art Model	July 1, 2008	\$15.50
	July 1, 2009	\$16.50
Casual Employees	July 1, 2008	\$14.00
	July 1, 2009	\$15.00

Schedule "C"
Position Classifications as at November 1, 2005

Classification (Points)	Position
8 (1209 - 1350)	Educational Art Technician - Ceramics Educational Art Technician - Glass Educational Art Technician - Jewellery Educational Art Technician - Sculpture Technician, Computer Systems & Networking
7 (1001 - 1208)	Assistant Registrar & Student Advisor Educational Art Technician - Fine Arts Educational Art Technician - Photography Educational Art Technician - Print Media Educational Art Technician - Fibre Woodshop Technician
6 (807 - 1000)	Assistant Curator Audio Visual Resource Technician Computer Technician Digital Media Technician Library Media Coordinator Recruitment Officer Studio Assistant - Glass Supervisor, Retail Operations
5 (654 - 806)	Administrative Assistant Audio Visual Technician Gallery Technician Woodshop Assistant
4 (538 - 653)	Admissions Assistant Cashier - Bookstore Clerk Receiving Distribution Clerk Registration Assistant
3 (381 - 537)	Accounting Clerk/Cashier Accounts Payable Clerk Accounts Receivable Clerk Library Assistant Library Technician Maintenance Supervisor
2 (294 - 380)	No positions currently classified in this class
1 (40 - 293)	No positions currently classified in this class

LETTER OF UNDERSTANDING # 3

BETWEEN

THE BOARD OF GOVERNORS OF
THE ALBERTA COLLEGE OF ART + DESIGN

AND
LOCAL 071/006 OF THE ALBERTA UNION OF PROVINCIAL EMPLOYEES

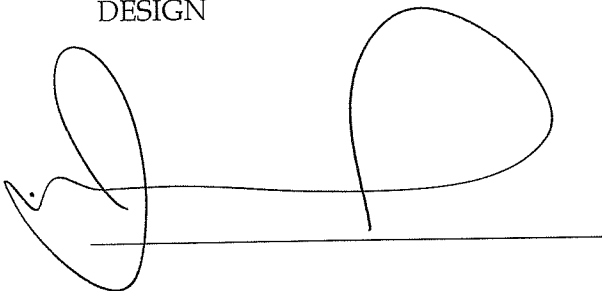
Local 071 / 006

Re: Article 2 Review Committee

1. The parties agree that a committee shall be established to review the placement of employees currently outside of the bargaining unit. The committee will be established within 60 days of the ratification of the agreement and will meet regularly as determined by the committee.
2. The committee shall be composed of three (3) regular employee representatives, selected by Local 071 / 006, and three (3) representatives named by the Employer. ACAD will chair the committee and will solicit agenda items for each meeting. Either party may from time to time have the assistance of a consultant at their own expense.
3. The terms of reference for the committee are to review the Employees designated as Excluded and Student Jobs to recommend if any should be more appropriately placed in the bargaining unit.
4. The committee will recommend the placement of positions under review. All recommendations will be reached by consensus.
5. The committee will prepare a report of its findings and recommendations for the President + CEO of ACAD and for the Local Chairperson.

ON BEHALF OF
THE BOARD OF GOVERNORS OF
THE ALBERTA COLLEGE OF ART +
DESIGN

ON BEHALF OF
THE ALBERTA UNION
OF PROVINCIAL EMPLOYEES,
LOCAL 071/006



LETTER OF UNDERSTANDING # 1

BETWEEN

THE BOARD OF GOVERNORS OF

THE ALBERTA COLLEGE OF ART + DESIGN

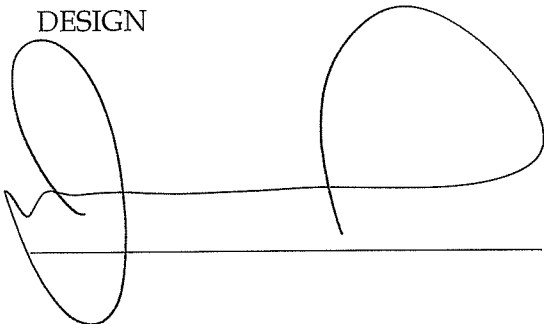
AND

THE ALBERTA UNION OF PROVINCIAL EMPLOYEES, LOCAL 071/006

Re: Hours of Work

1. The Parties agree that notwithstanding Article 20.01 - Hours of Work, Regular Full-time staff shall, during the term of this Collective Agreement, work seven and one-half (7 1/2) hours per day and thirty-seven and one-half (37 1/2) hours per week at regular rates of pay for the months of September through April and seven (7) hours per day and thirty-five (35) hours per week for the months May through August.
2. In recognition of the extended work time, such Employees shall be granted time off with pay on nine (9) regular work days in each fiscal year. There shall be no carry over to the next fiscal year, or pay in lieu, for days not taken.
3. All days off shall be scheduled by the Supervisor and are taken at times mutually agreed upon by the Supervisor and Employee involved.
4. An Employee shall take no more than one (1) day off in any one month under the terms of this Letter.

ON BEHALF OF
THE BOARD OF GOVERNORS OF
THE ALBERTA COLLEGE OF ART +
DESIGN



ON BEHALF OF
THE ALBERTA UNION
OF PROVINCIAL EMPLOYEES,
LOCAL 071/006

LETTER OF UNDERSTANDING # 2

BETWEEN

THE BOARD OF GOVERNORS OF

THE ALBERTA COLLEGE OF ART + DESIGN

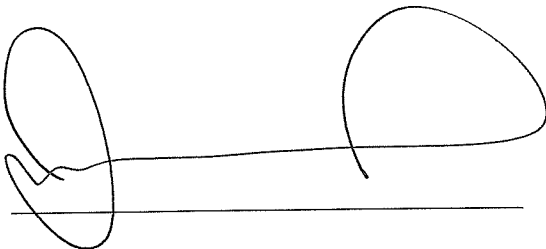
AND

LOCAL 071/006 OF THE ALBERTA UNION OF PROVINCIAL EMPLOYEES

Re: Service Recognition Bonus

1. Effective January 1, 2009, all Employees who have completed eighteen (18) years of service and have been paid at the maximum salary for their classification for one (1) year shall be entitled to a Service Recognition Bonus of one hundred and thirty-five dollars (\$135.00) per month.
2. Any Employee who is currently receiving the Service Recognition Bonus shall continue to do so.

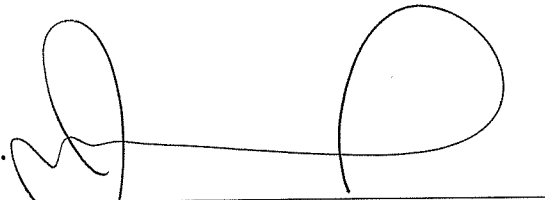
ON BEHALF OF
THE BOARD OF GOVERNORS OF
THE ALBERTA COLLEGE OF ART +
DESIGN




ON BEHALF OF
THE ALBERTA UNION
OF PROVINCIAL EMPLOYEES,
LOCAL 071/006

IN WITNESS WHEREOF the Parties hereto have executed the Collective Agreement this
28 day of February 2009.

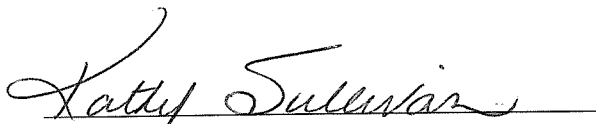
ON BEHALF OF
THE BOARD OF GOVERNORS OF
THE ALBERTA COLLEGE OF ART +
DESIGN



Chair



President + CEO



Witness

ON BEHALF OF
THE ALBERTA UNION
OF PROVINCIAL EMPLOYEES,
LOCAL 071/006

President

Witness