

Dear AUPE Local 52 Members,

This is a general summary highlighting some of the proposed changes to your Collective Agreement that the membership will be asked to ratify (i.e. vote yes or no to) on March 25, 2019. Your bargaining team has worked hard to advance your rights during this round of negotiations. Please take the time to review this document and the tentative agreement and attend an information session (schedule posted to the AUPE-L list serv and Local 52 website) as you decide how to vote.

**Duration and Salary Grid Changes: 2 Years (April 1, 2018 – March 31, 2020)**

Year 1 April 1, 2018 – March 31, 2019 = 0% increase	Year 2 April 1, 2019 – March 31, 2020 = 0% increase
<p><b><u>Most employees will still receive a 3% annual increment on April 1 2019 &amp; April 1, 2020</u></b></p> <p>The 0% represents no increase to the top and bottom of the Salary Grid (Appendix A of your Collective Agreement). The 3% references the annual increment (Article 45 of the Collective Agreement). As before, you will not receive your 3% increment if you are at the top of your salary grid, a “green-circled” employee, or due to another reason outlined in that article.</p>	

**Other Salary Changes:** Legislation has changed regarding minimum wage. Adjustments in the Collective Agreement reflect the new \$15 minimum wage (affecting members in the General Job Family). Additionally, the new Collective Agreement has an adjusted Phase 2 and Phase 3 for the General Job Family that allows those employees to earn a “living wage.”

**Additional Time Off**

<b>3 PLDs/Year</b>	As of January 1, 2019, eligible employees now have 3 PLDs on an annual basis (31.02e) instead of 2.
<b>New Paid Holiday</b>	Starting in 2020: Easter Monday will be recognized as a paid holiday on an annual basis (28.01). Most employees will have a 4 day weekend (Good Fri., Sat., Sun., Easter Monday).

**Additional Leave Provisions**

<b>Leave Type</b>	<b>Duration</b>	<b>For eligible Employees who...</b>
<b>Compassionate Care Leave</b>	27 Weeks	...have to provide care or support to a family member who has a serious medical condition with a significant risk of death within 26 weeks
<b>Critical Illness Leave</b>	36 Weeks	...provide care or support to their critically ill child
<b>Critical Illness Leave</b>	16 Weeks	...provide care or support to their critically ill adult family member
<b>Domestic Violence Leave</b>	10 Days	...require one or more of the following: To obtain services in respect of the violence from a victim services organization; To obtain psychological or other professional counselling for the Employee or Employees’ dependent child in respect of the violence; To relocate temporarily or permanently; To seek legal or law enforcement assistance including preparing for any legal proceedings related or resulting from the violence; for any other purposes allowed via Employment Standards Code.
<b>Death or Disappearance of a Child</b>	52 Weeks	...are the parent of a child who has disappeared as a result of a crime
<b>Death or Disappearance of a Child</b>	104 Weeks	...are the parent of a child who has died as a result of a crime

**New Letter of Understanding (LOU) on Workload**

This new Letter of Understanding includes a process for employees to address issues with excessive workload. The process will require discussions with immediate supervisors to find solutions. There are additional steps to address the workload issue if the supervisor does not address them, or if the matter is otherwise unresolved.

**Group Benefit Plan Changes**

**University-Paid Extended Health Coverage:** Effective April 1, 2019, there will be an increase in the Employer’s contribution to the Premium for our Extended Health benefits (see table below). In some cases, Employees are currently paying some Premium costs. The Employee paid portion of the premium will be \$0 based on the plan premium costs as of February 2019.

**Flexible Spending Account:** Effective July 1, 2019, there will be an increase to the amount of the Flexible Spending Account to \$850 (formerly \$750).

<b>University Pays:</b>	
<b>\$62/month</b> (Effective April 1, 2019, increase from \$56)	...for <b>single coverage</b> (35.01a)
<b>\$155/month</b> (Effective April 1, 2019, increase from \$137)	...for <b>family coverage</b> (35.01a)
<b>\$850/year</b> (Effective July 1, 2019, increase from \$750)	...towards the <b>Flexible Spending Account</b> (35.07)

**Maternity Leave & Parental Top-Up Improvements**

Substantial changes and improvements to Maternity & Parental Leaves to align with federal legislative changes (32.01-32.16), as well as leave in cases of pregnancies that end other than in a live birth. Eligibility for top-up benefits have been expanded to include both birth parent sor adoptive parents (32.08).

**Lower Threshold for 4 Weeks of Vacation**

Effective April 1, 2019 employees who have completed 5 consecutive years of service shall accrue vacation at an increased rate that will result in 4 weeks of vacation annually (OP29.05b and FXT 29.05b). Previously, employees had to complete 6 years of consecutive work to accrue 4 weeks of vacation. Note: 76% of our Employees have less than 5 years of service.

**New Letter of Understanding (LOU) on Contracted Services**

The University will be obligated to meet with the Union to review contracted-out services. The University is obligated to disclose at least twice per year any contemplated medium or major contracting out decisions of “bargaining unit work”.

**New LOU on the Job Placement Manual**

The Job Placement Manual is Management-controlled. Unfortunately, the Employer has not updated the manual for Support Staff since 2001. This LOU requires them to initiate an update, and to consult with the Local on changes.

**New LOU on University-Union Exclusions Review**

A review will take place of positions that are currently excluded from the bargaining unit, in order to ensure positions are excluded appropriately (or should now be included) due to the changes to section 12 of the *Public Service Employee Relations Act* (PSERA).

**Workplace Health and Safety Article Improvements**

Substantial improvements to reflect the change in legislation, especially for representation at the Joint-Worksite Health and Safety Committee. Greater improvements for employee input on health and safety at the workplace (51.01-51.09).

**Improved “Management Rights” Article**

New language says that Management must use their sole discretion for matters not specifically covered by this Agreement **in a reasonable manner** (3.01), which will allow the union to better challenge unreasonable management decisions.

**Improvements to the Grievance Procedure:**

In Step 1 of the Grievance Procedure, the Hearing Officer can no longer be the person whose actions or decisions are the subject of the grievance (ex. the manager of the employee’s supervisor). See section 14.04 d).

**Clearer Fixed-Term Language**

The acronym that refers to **Fixed-Term Employees** has changed from “FT” to “FXT” (1.01b). Readers were often confused about whether FT stood for “full-time” employees or “Fixed-Term” employees.

**Limited Term Employees changes**

Limited Term Employees who remain at the university longer than 2 years will now have access to notice or Pay in Lieu as part of Article OP40 Position Abolishment (1.02m)

**Respectful Workplace Article Improvements**

Improved definitions **Personal Harassment** (6.02b), and new definition of **Sexual Violence** (6.03). If the University intends to make consequential changes to the Harassment Policy or Sexual Violence Policy, they are required to engage in meaningful consultation with the Local (6.05).

**Enhanced Access to AGM Union Meetings**

Employees would be entitled to one hour away from work to attend their Chapter’s Annual General Meeting (in addition to their lunch hour) if it occurs during their regular working hours (9.08).

**Improved Access to Communicating with Members**

Entrenched access for the Local to present at New Employee Welcomes (10.05), and codify Local 52’s ability to email members through the AUPE-L email list serv (10.07).

**Joint Consultation Meetings with Employer**

Additional language on structure and frequency (13.02) and purpose of meeting (13.05).

**Improvements to the Disciplinary Action Article**

The Employer has 20 days to initiate an investigation from the date that the employer became aware of the act(s) that may lead to discipline (15.04) (there were previously no time limits in place). HR must ensure an employee’s personnel file is purged of any outdated Disciplinary notes before releasing it for viewing (15.09).

**Improvements to Job Review Language**

The employee may contact the Union or HR for assistance or information related to the job review process. Additionally, the outcome of a job review must be based on the work performed and the Job Placement Manual (not budgetary considerations, for example) (16.03).

**Changes to the Overtime Article**

Article aligns with legislation and recently updated University practice – OT (or CTO if banked as time instead of pay) can no longer be calculated at “straight time”. The code “CTR – CTO at 1.0” can no longer be used, and so the former 19.09 has been removed. All overtime is now calculated at a minimum rate of 1.5X.

The employer must request that staff work overtime before requiring that staff work overtime (19.01).

**Shift Differential Improvements**

Effective April 1, 2019, there will be an increase in the Shift Differential Premium from \$2.00 to \$2.50 per hour (25% increase). There is a removal of provisions that limited the application of this article to employees who work compressed work weeks, modified hours, irregular hours or otherwise have a flextime arrangement (formerly 24.02).

**Weekend Premium Improvement**

Effective April 1, 2019, increase in the Weekend Premium from \$1.75 to \$2.00 per hour (14% increase approximately).

Similar to the above, there is a removal of provisions limiting the application of this article to employees who work compressed work weeks, modified hours, irregular hours or otherwise have a flextime arrangement (formerly 25.02)

**Substantial Changes to Several Letters of Understanding (LOUs)**

Needed to substantially modify the Collective Agreement to reflect the changes to Alberta legislation regarding hours of work for the following employee groups with LOUs:

- Recruiters (LOU# OP1);
- Residence Life Coordinators (LOU #OP2);
- University Theatre Services and Department of Drama Employees (LOU #OP3);
- Campus Security Members (LOU #OP4);
- Central Heating & Cooling Plant Shift Engineers (LOU #OP6)

**Holidays (Other than Easter Monday)**

Clarified language on use of Stampede half-day (28.01).

Employees (OP or FXT) who are Part-Time, Recurring Part-Time, Casual, or Student Employees will receive 5% of their wages, vacation pay and holiday pay earned each month in lieu of pay holidays (28.02) (formerly only 4.4% of employees pay).

There are new provisions for time-off for religious observance (28.08).

**Special Leave**

There is now an additional ½ day paid coverage to attend Employee’s Citizenship Ceremony (31.02f), and clarified language on Family Illness Leave (31.02a) and Bereavement Leave (31.02b/31.03b).

**Temporary Positions**

There is a new obligation of employer to reference clause 42.06 in job postings for Temporary positions (reminding Employees to request information on whether their former position will be available at the end of a temporary assignment, see 42.06).

Note, many Employees have accepted Temporary positions without realizing that their former positions would not be held for them. If you are considering accepting an offer for a Temporary position, consider calling the Union for advice.

Improvements to Article on Withholding of Salary Increments

The University has to inform an Employee if their annual increment (3%) is being withheld by no later than the first working day in April. Previously, the University was able to notify those affected as late as April 24 (45.03).

Improvements to the OP Position Abolishment Article

When a position is no longer needed, language has been changed to promote the re-hiring of these employees at the University. Employees have the opportunity to be offered vacant positions (OP40.03).

If the employee accepts a position with a lower classification, these terms allow for their salary maintenance through the position abolishment process (OP40.03 & OP40.05a).

For abolished employees on re-deployment, they will have “first right of refusal” to claim positions they are qualified for (OP40.05a).

Improvements to the Hours of Work Article

If fourteen calendar days of notice for a change in schedule is not provided, the employee will now be paid at a rate of 1.5x for the normal daily hours on the first *two days* (2) of the changed scheduled (formerly only paid for one day) (OP 18.04a).

Recurring Part-Time, Casual, and Student employees who have not been scheduled to work for more than one month may request a written explanation from their immediate supervisor, which must be provided within 10 days (OP18.04c).

Improvements to the Notice of Termination of Employment for FXT Employees

The amount of notice that needs to be given to 6 to 8-year employees is now 12 weeks (formerly 10); the notice schedule for 8 to 10-year employees is now 14 weeks (formerly 12); and the notice schedule for 10+ year employees is now 18 weeks (formerly 16).

Other Changes to Provisions of the Collective Agreement:

- Acting Incumbency - clarified eligibility when covering principle duties of a more senior position to position with a **higher maximum salary** (26.01);
- Training & Upgrading - Clarifying language on time off with pay for training (41.01 & 41.02);
- Group Leader Premium - Updated definition (27.01);
- Probationary Employees - A probationary employee can't be dismissed for arbitrary or discriminatory reasons (17.06);
- Military Leave - Remove military training Leave of Absence restriction of 20 days (34.02). The Employer shall not unreasonably deny request for Leave of Absence to accommodate domestic or international deployment (34.03);
- Overpayments - Clarifying language on repayment options (53.01);
- Continuation of Agreement - Updated language to reflect legislative changes relating to a strike or Lockout (56.01 & 56/02);
- Exemptions & Work Experience participants – University Employees hired under the Canada Summer jobs program to do bargaining work are no longer exempt from the Union (LOU #3, 2e). Exemption granted to MRU Athletic Therapy Program;
- NEW Immigrant Bridging Program Letter of Understanding - New Letter of Understanding allowing the University to host IBP work experience placements with a maximum duration of 20 weeks.

Your bargaining team thanks you for taking the time to review the highlights of the changes to your Collective Agreement. Please attend one of the information sessions for more information or to ask questions

Kevin Barry (Chair), Peter Byrne, Justin Huseby, Renata Gordon, Barb McCutcheon, Kari Coleman