

# COLLECTIVE AGREEMENT

BETWEEN



THE GOVERNORS OF  
THE UNIVERSITY OF CALGARY

AND



ALBERTA UNION  
OF PROVINCIAL EMPLOYEES

LOCAL 052

April 1, 2015 - March 31, 2018

## NUMERICAL INDEX

<u>ARTICLE</u>		<u>PAGE</u>
	<b><u>PART A (COMMON PROVISIONS)</u></b>	
	Preamble	1
1	Interpretation and Definitions	3
*2	Application of Agreement	7
3	Management Rights	7
4	Bargaining Agent	7
5	Legislation and the Collective Agreement	8
6	Respectful Workplace	8
7	Union Membership and Dues Check-Off	8
8	Union Stewards	9
9	Time off for Union Officers and Members	10
10	Union Meetings	13
11	Union Notices	13
12	Printing of Agreement	14
13	Joint Consultation	14
14	Grievance Procedure	14
15	Disciplinary Action	18
16	Job Review	19
17	Probationary Employee and Period	22
*18	Hours of Work	23
19	Overtime	23
20	Call-Out Pay	25
21	Standby Pay	26
*22	Reporting Pay	26
23	Exclusions from and Inclusions to the Bargaining Unit	26
24	Shift Differential	27
25	Weekend Premiums	27
26	Acting Incumbency Premium	28
27	Group Leader Premium	28
28	Paid Holidays	29
*29	Vacations	31
30	Sick Leave	32
31	Special Leave	35
32	Parental Leave	37
33	Leave of Absence	39
34	Military Leave	40
35	Group Benefit Plans	40
36	Long Term Disability	43
37	Workers' Compensation Supplement	43
*38	Seniority	44

*\* Denotes Articles that have specific provisions for Operating Employees or Fixed-term Employees or both*

## NUMERICAL INDEX CONTINUED

<u>ARTICLE</u>		<u>PAGE</u>
*39	Layoffs	44
*40	Position Abolishment	44
41	Training and Upgrading	45
42	Job Opportunities	45
*43	Promotions	46
*44	Rights on Transfer	46
45	Salary Increments	46
46	Growth Increment	48
47	Tuition Support for Spouse and Dependent Children	59
48	Vehicle Allowance	50
*49	Reduced Duties Leading to Retirement	51
50	Contracted Services	51
51	Safety and Health	51
52	Uniforms and Protective Clothing	52
53	Overpayments	52
54	Implementation of Agreement	53
55	Duration of Agreement	53
56	Continuation During Negotiations	54
57	Notice Delivery	54
	Schedule "A" – Salary Schedule	55
	Schedule "B" – Apprentices	58
	Letters of Understanding:	
	#1 Re: Job Rotation, Work Exchange, Secondments	60
	#2 Re: The Planning Process	61
	#3 Re: Student Exemptions	62
	#4 Re: Group Leader Premium	63
	#5 Re: Educational Work Experience Programs	64
	#6 Re: University of Calgary Qatar Campus	65
	#7 Re: Group Benefit Plans	66
	#8 Re: Lump Sum Payment in lieu of reduction to Annual Increment under Article 45	67

## PART B (OPERATING PROVISIONS)

<u>ARTICLE</u>		<u>PAGE</u>
OP2	Application of Agreement	69
OP18	Hours of Work	73
OP22	Reporting Pay	75
OP29	Vacations	76
OP38	Seniority	78

*\* Denotes Articles that have specific provisions for Operating Employees or Fixed-term Employees or both.*

## NUMERICAL INDEX CONTINUED

<u>ARTICLE</u>		<u>PAGE</u>
OP39	Layoffs	80
OP40	Position Abolishment	81
OP43	Promotions	84
OP44	Rights on Transfer	85
OP49	Reduced Duties Leading to Retirement	85
Letters of Understanding:		
OP1	Re: Work Assignments Involving Hours of Work of an Irregular or Uncontrolled Nature for Recruiters	88
OP2	Re: Work Assignments Involving Hours of Work of an Irregular or Uncontrolled Nature for Residence Life Coordinators	90
OP3	Re: Work Assignments Involving Hours of Work of an Irregular or Uncontrolled Nature for University Theatre Services and Department of Drama	92
OP4	Re: Campus Security Officers - Hours of Work	93
OP5	Re: Central Heating and Cooling Plant Shift Engineers - Hours of Work	95
OP6	Re: Hotel Alma operated by Residence and Ancillary Services	97
OP7	Re: Organizational Units	99
OP8	Re: Standardized Patients – Cumming School of Medicine, Med Skills	103

## PART C (FIXED-TERM PROVISIONS)

FT2	Application of Agreement	106
FT18	Hours of Work	108
FT29	Vacations	109
FT38	Seniority	112
FT40	Termination of Appointment	114

BETWEEN:

THE GOVERNORS OF THE UNIVERSITY OF CALGARY, a body

corporate operating The University of Calgary

(hereinafter called "the Board")

OF THE FIRST PART

and

THE ALBERTA UNION OF PROVINCIAL EMPLOYEES

(hereinafter called "the Union")

OF THE SECOND PART

WHEREAS, the Public Service Employee Relations Act (hereinafter referred to as "the Act"), applies to The University of Calgary (hereinafter called "the University") and the support staff of the University;

AND WHEREAS, the Union has the sole right to negotiate and conclude a Collective Agreement on behalf of the Employees of the Board pursuant to the Acts;

AND WHEREAS, the Parties are mutually desirous of entering into an Agreement as defined in the Act containing provisions with reference to rates of pay, hours of work and other terms or conditions of employment and providing a procedure for the consideration of grievances and the settlement of disputes;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the premises the Parties hereto mutually covenant and agree with each other as follows:

**PART A**

**COMMON PROVISIONS**



**AND**



**LOCAL 52**

## ARTICLE 1

### Interpretation and Definitions

1.01 In this Agreement unless the context otherwise requires:

- (a) "Academic Year" means July 1 to June 30.
  - (b) "Anniversary Date" means the first (1st) day of the month the Employee commenced employment with the University of Calgary.
  - (c) "Associate Vice-President (Human Resources)" means the Associate Vice- President (Human Resources) of the University or a designee.
  - (d) "Basic Salary Rate" means the Employee's monthly, annual or hourly wage exclusive of all premium payments according to their assigned Job Family and Phase listed in Schedule "A" – Salary Schedule.
  - (e) "Casual Employees" are Operating or Fixed-term Employees engaged to work shifts of three (3) hours or more to:
    - i. replace an Employee absent from work for a period of less than twenty (20) consecutive work days, and/or
    - ii. augment the regular work force on no more than thirty (30) work days per calendar year.
- Casual Employees working in excess of the amounts specified above shall be compensated at the rate of one and one-quarter (1.25) times the Employee's regular rate for all excess hours worked.
- (f) "Department" means an Organizational Unit as designated or delegated by the Board.
  - (g) "Department Head" means a person who is authorized to deal with grievances within a Department.
  - (h) "Full-time Employees" are Operating or Fixed-term Employees engaged to perform work on an established schedule based on the normal daily and weekly hours of work for their Job Family.
  - (i) "Green-Circled Employees" shall mean Employees whose Basic Salary Rate exceeds that currently in effect in Schedule "A" and who shall subsequently continue to receive all negotiated increases.

- (j) "Job Family" is a group of Positions with similar responsibilities, characteristics, experience and educational requirements. Job Families are defined in the Job Placement Manual.
- (k) "Job Profile" means a description of the Employer's requirements and expectations of the Position. The Job Profile includes the primary purpose, nature of the work, education/experience required and accountabilities of the Position.
- (l) "Job Review" means a review of the Position to determine the appropriate placement in a Job Family and Phase.
- (m) "Limited Term Employees" are Operating Employees engaged on either a full-time or part-time basis for a non-recurring position created through the use of one-time special funding whose terms of hire establish an anticipated date for the termination of employment. The length of a limited term appointment shall not be less than six (6) months and not more than two (2) years. Should the termination of employment not occur within two years from the commencement date of the appointment, the Employee shall become Regular Full-time or Regular Part-time as applicable. Such Employees shall not be rehired to another Limited Term appointment within the same Department for one (1) year following the date of termination.
- (n) "Local" means Local 52 of the Alberta Union of Provincial Employees.
- (o) "Member" means an Employee of the University who is included in the collective agreement and who is a Member of the Union.
- (p) "Part-time Employees" are Operating or Fixed-term Employees engaged to perform work on an established schedule during only part of the normal work day or on less than the full number of work days in each week but not less than fourteen (14) hours per week.
- (q) "Phase" means a level within the Job Family. A Phase represents a group of Positions within the Job Family with similar levels of primary purpose and accountability. Phases are defined in the Job Placement Manual.
- (r) "Position" means the normal duties and responsibilities of the Employee within a Department.



- (s) "Recurring Part-time Employees" are Operating or Fixed-term Employees engaged to perform work on an irregular schedule. Such Employees may work shifts up to the normal daily and weekly hours of work for their Job Family.

If a Recurring Part-time Employee appears to be working regularly scheduled hours, for a period of twelve (12) months in the same Position and the same Department, then the Parties will have a problem solving discussion to review the Employee's status as per Article 1 - Interpretation and Definitions and make adjustments as agreed.

- (t) "Regular Employees" are Operating or Fixed-term Employees engaged on either a full-time or part-time basis.
- (u) "Sessional Employees" are Operating Employees engaged on either a full-time or part-time basis for specified periods of employment of a recurring nature not less than twenty (20) consecutive work days and not more than twelve (12) months during each year.
- (v) "Student Employees" are Operating or Fixed-term Employees whose Position duties fall in Phase I of a Job Family and are engaged to perform variable work on an irregular schedule for not less than three (3) hours per shift and for not more than twenty-two and one-half (22.5) hours per week. Student Employees working greater than twenty-two and one-half (22.5) hours per week shall be compensated for any hours in excess of twenty-two and one-half (22.5) hours per week at the rate of one and one-quarter (1.25) times the Employee's regular rate, except during December 1 to January 15 and the period of May 1 to September 15.

Student Employees must be registered in one (1) full University course or more, or registered as a Graduate Student at the University.

- (w) "Supervisor" means a person to whom an Employee is directed to report and who is not in the bargaining unit.
- (x) "Temporary Employees" are Operating Employees engaged on either a full-time or part-time basis to work on a regular schedule for a period of not less than twenty (20) consecutive work days and not more than six (6) consecutive months.

Such Employees shall not be rehired to another Temporary Appointment within the same Department for one (1) year following the date of termination except to replace an absent Employee through Article 42 – Job Opportunities.

The status of a Temporary Employee who works more than six (6) consecutive months will be changed to that of a Regular or Sessional Employee.

No maximum period of employment shall apply to a Temporary Employee engaged to replace a former Employee who has filed a complaint against the Board under the Alberta Human Rights Act.

- (y) “Temporary Relief Employees” are Operating Employees engaged on either a full-time or part-time basis to work on a regular schedule, for a period of more than six months or whose preceding “Temporary Employee” appointment in addition to the “Temporary Relief Employee” appointment is more than six months with no breaks in service and are replacing a Regular or Sessional Employee who is absent and expected to return. No maximum period of employment shall apply.
- (z) “Trustholder” is the recognized person(s) who holds research grants, contracts or is responsible for some other form of trust account at the University, and who is an authorized representative of the Employer.
- (aa) “Union” shall mean the Alberta Union of Provincial Employees.
- (bb) “Union Officers” means Members who are designated or elected in accordance with the Constitution of the Union.

1.02 In this Agreement Employees shall fall into one of the following principle categories:

- (a) “Operating Employees” (OP) are engaged on a Regular, Sessional, Recurring Part-time, Limited-term, Temporary, Temporary Relief, Casual or Student basis to support the ongoing operations of the University. Salaries of Operating Employees are paid through operating budgets or one-time special funding other than research funds.

- (b) "Fixed-term Employees" (FT) are engaged on a Regular, Recurring Part-time, Casual or Student basis to support research projects at the University for a period of up to five (5) years. Salaries of Fixed-term Employees are paid through University or sponsored research funds. Fixed-term appointments are dependent on the availability of trust funds and may be renewed without posting. There is no limit on the number of times a Fixed-term appointment can be renewed.

## ARTICLE 2

### Application of Agreement

Refer to Article OP2 in Part B (Operating Provisions) or Article FT2 in Part C (Fixed-term Provisions) as appropriate.

## ARTICLE 3

### Management Rights

- 3.01 All matters not specifically covered by this Agreement will be dealt with at the sole discretion of the Board.

## ARTICLE 4

### Bargaining Agent

- 4.01 The Board recognizes the Union as the exclusive bargaining agent for all Employees. Except where allowed by this Agreement, the Board shall not recognize any Employee, group of Employees or the Union Local as representing the Union; nor shall the Board enter into any separate agreement with such Employee(s) or Union Local which is at variance with the terms or conditions of this Agreement, without prior written approval of the Union.
- 4.02 There shall be no discrimination, coercion or penalty exercised or practiced respecting an Employee's membership status or lawful activity in the Union.
- 4.03 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 Board equipment or property.

## ARTICLE 5

### Legislation and the Collective Agreement

- 5.01 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.
- 5.02 The Board, from time to time, may issue regulations and directives; however, such regulations and directives shall not contravene the terms of this Agreement.

## ARTICLE 6

### Respectful Workplace

- 6.01 The Employer, Union and Employees are committed to having a safe and respectful workplace where Harassment is not tolerated.
- 6.02 "Harassment" means:
- (a) Unwelcome and inappropriate verbal, written, graphic or physical conduct, or coercive behavior, based on a protected ground under the *Alberta Human Rights Act* that is known or reasonably ought to be known to be unwelcome, or
  - (b) Personal Harassment as defined in the University policy.
- 6.03 Complaints of Harassment shall be dealt with in accordance with the University policy.
- 6.04 Nothing in this Article precludes Employees from filing a Grievance in accordance with Article 14, Grievance Procedure, or a complaint with the Alberta Human Rights Commission.

## ARTICLE 7

### Union Membership and Dues Check-Off

- 7.01 Employees must become Members of the Union as a condition of employment.

- 7.02 The Board will deduct the Union's regular monthly Membership Dues from the pay of each Employee.
- 7.03 The Board shall remit the dues to the Union by the first working day after the fifteenth (15th) calendar day in the following month. The remitted dues shall be accompanied by particulars identifying each Employee in a printed form and electronically showing the name of the Employee, last known address, the amount of Dues deducted, Job Family and Phase and starting date. Effective six (6) months following ratification of this Collective Agreement the particulars shall also include a listing of all Employees on an extended unpaid leave.
- 7.04 The Union shall advise the Board, in writing, of any change in the amount of the regular monthly Membership Dues to be deducted from the Employee's pay. Such advice shall be communicated to the Board at least thirty (30) days before the effective date of the change.
- 7.05 No Employee shall be subject to dismissal from employment as a result of loss of Membership in the Union, notwithstanding anything to the contrary in this Agreement.
- 7.06 The Board shall provide the Local Secretary or a Designee with a monthly list of Regular, and Sessional Employees newly engaged to work during the previous month. Such list shall include each Employee's name, Job Family and Phase and Department.
- 7.07 Designees of the Local may brief new Employees on the operation of the Union following an Orientation Session held for these Employees by the Board.
- 7.08 The Union agrees to indemnify and save the Board harmless against any claims or liability arising out of the application of this Article.

## **ARTICLE 8**

### **Union Stewards**

- 8.01 The Board will recognize Employees who are elected as Union Stewards to act with and on behalf of Employees in discussions with Supervisors and representatives of the Board as outlined in Article 13 - Joint Consultation and Article 14 - Grievance Procedure.

8.02 A list of Union Stewards shall be supplied to the Board. The Board shall be advised immediately by the Union, in writing, of any change in this list. The total number of Union Stewards shall not exceed one (1) for each thirty-five (35) Employees.

8.03 The Union agrees it shall not appoint Union Stewards in a manner that may be incompatible with the Board's operational needs.

## ARTICLE 9

### Time Off For Union Officers and Members

9.01 Time off, without loss of regular earnings, will be granted to Employees on the following basis:

- (a) An Employee, and/or Union Steward, for time spent discussing differences or grievances with representatives of the Board as outlined in Article 14 - Grievance Procedure, and to attend any associated hearing or Arbitration or attending an investigative or disciplinary meeting.
- (b) Union Officers and designated representatives for time spent meeting with representatives of the Board under Article 13.
- (c) An Employee, and/or Union Steward, for time spent to attend meetings or hearings in respect of the Employee's complaint under the Board's Policy and Procedures on Respect in the Workplace/ Harassment.
- (d) An Employee assigned by the Union to serve on Committees at the request of the Board shall be released from the Employee's duties to participate on such Committees.

9.02 Time off, without loss of regular earnings, will be granted to the Local Chair and the Chief Steward on the following basis:

- (a) The amount of time for the Local Chair will be the equivalent of two (2) work days per week.
- (b) The amount of time for the Chief Steward will be the equivalent of five (5) work days per week.

- (c) A Chief Steward shall return to their previous Position with the University once they are no longer in their elected role provided they have not been in the role for greater than two terms. If the previous Position is not available, the Board shall make efforts to find an alternate position in consultation with the Employee and the Union. If there are no suitable alternate Positions available the Employee shall be entitled to their rights under Article OP40. Should a Fixed-term, Limited-term, Temporary, or Temporary Relief Employee be elected as the Chief Steward and their appointment ends during their elected term, the Board shall have no obligation to extend their appointment.
- (d) Any one continuous period of time off will not be less than one half (1/2) of a work day. However, alternate arrangements may be made between the Department Head and the affected Union Officer.
- (e) The Board will schedule time off as agreed with the affected Union Officer.
- (f) No time off will be granted under the operation of Clause 9.01 (excepting Arbitration days) and Sub-Clause 9.03(h).

9.03 Time off, without pay, shall be granted to Members who:

- (a) are designated as representatives [not to exceed three (3) in number] to the Provincial Executive of the Union, to attend regular or special meetings of that body.
- (b) are elected to the Union Executive Committee [not to exceed two (2) in number], to attend regular scheduled meetings of this Committee.
- (c) are Members [not to exceed five (5) in number] of the Provincial Executive Standing Committees named in the Union Constitution, to attend regular meetings of those Committees.
- (d) Members [not to exceed six (6) in number except as otherwise agreed] of the Local Bargaining Committee during negotiations with the Board and during Preparatory Meetings before and during such negotiations.
- (e) are appointed to the Local Bargaining Committee [not to exceed four (4) in number, in addition to (d) above], for time spent in preparation for negotiations.

- (f) are attending Union training courses [not to exceed twelve (12) Members in number per course].
- (g) are selected as delegates [not to exceed one (1) delegate per one hundred (100) Members or portion thereof plus the Provincial Executive Member(s)], to attend the Annual Convention of the Union or to represent the Union at the Conventions of the Alberta Federation of Labour, the Canadian Labour Congress and the National Union of Public and General Employees.
- (h) are Union Stewards, for reasonable time spent discussing a grievance.
- (i) are elected for, or appointed to, a full-time position with the Union without loss of seniority for a period not to exceed two (2) years. Such leave of absence shall be renewable for a further term upon written request.
- (j) are elected to the Local Council to attend regularly scheduled meetings.

In each of the above Sub- Clauses, the stated maximum number of participants refers only to the number of Members who may be granted time off at any one time.

No Member shall be allowed time off in excess of ten (10) work days in any one (1) calendar year except as required under Sub-Clauses (a), (c) and (d) above. However, additional time off may be granted at the discretion of the Board upon request of the Local Chair.

- 9.04 To accommodate negotiations, the Board will make reasonable adjustments to the hours of work for Employees working shifts who are Union Negotiation Committee Members.
- 9.05 In all the foregoing provisions, time off shall be reasonably accommodated. Employees shall provide as much advance notice as is possible when requesting time off.
- 9.06 To facilitate the administration of Clause 9.03, the Board 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 the greater.
- 9.07 No Union business other than that indicated herein shall be conducted during working hours.



- 9.08 The Parties acknowledge the importance of the Local Chapters' Annual General Meetings and are committed to continue developing processes to identify mutual ways to facilitate attendance at these meetings, subject to the operational requirements of the Unit.
- 9.09 To facilitate the administration of Clauses 9.01, 9.02 and 9.03, the Union shall make available an up-to-date list of Union Officers and designated representatives including the title of their elected or designated role.

## **ARTICLE 10**

### **Union Meetings**

- 10.01 Upon forty-eight (48) hours' written notice to the Associate Vice-President (Human Resources), permission may be granted to Union Officers, to hold regular or special meetings of the Union at the University at times outside of scheduled working hours, provided that suitable space is available.

## **ARTICLE 11**

### **Union Notices**

- 11.01 Locked, glass enclosed bulletin boards shall be provided for the posting of approved notices related to Union affairs and functions.
- 11.02 One electronic bulletin board shall be permitted in each of the six (6) University zones for the posting of approved notices related to Union affairs and functions.
- 11.03 For the purpose of this Article, "approved" means, approved by a Union Officer and the Associate Vice-President (Human Resources).
- 11.04 The Board reserves the right to designate the location of bulletin boards following consultation with the Local. The Board shall provide ninety (90) days' written notice to the Local of the need to change any of the locations.
- 11.05 All costs including installation, maintenance, ongoing operation and relocation of electronic bulletin boards shall be borne by the Local.
- 11.06 The Board shall provide the Local with the email address of each Employee in the bargaining unit on an annual basis.

## **ARTICLE 12**

### **Printing of Agreement**

12.01 The Board and the Union will each pay one-half (1/2) of the cost of printing copies of this Agreement. In the interest of sustainability, the Parties agree to limit the number of copies to an initial printing of two thousand (2000). If it becomes necessary to print additional agreements the Board and the Union will agree on the number prior to printing.

Each party will make available on their respective websites an electronic copy of this Agreement.

## **ARTICLE 13**

### **Joint Consultation**

13.01 For the purpose of resolving difficulties and for promoting harmonious relationships, discussions regarding matters of concern shall take place between designated representatives of the Union and designated representatives of the Board, at an agreed upon regular schedule.

Arrangements for such discussions will be made through the Associate Vice-President (Human Resources) and the Chair of the Local, or designee. The discussions shall not relate to the settlement of grievances, the procedure for which is outlined in Article 14.

13.02 Joint Consultation, on the above format, will take place to deal with matters of Group Benefits under Article 35, Long Term Disability under Article 36, Contracted Services under Article 50, and Safety and Health under Article 51.

## **ARTICLE 14**

### **Grievance Procedure**

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

(a) "Grievance" means a difference arising out of the interpretation, application, administration or alleged violation of the Collective Agreement and shall be categorized as follows:

(i) "Individual Grievance" is a difference affecting one (1) Employee.

(ii) "Group Grievance" is a difference affecting two (2) or more Employees.

(iii) "Policy Grievance" is a difference between the Parties, which due to its nature, is not properly the subject of an Individual Grievance or Group Grievance.

(b) "Days" mean calendar days not including Saturdays, Sundays or Paid Holidays.

#### Grievance Process

##### 14.02 Informal Discussion

(a) An Employee who believes they have a Grievance shall, whenever possible, first discuss the matter with their immediate supervisor and attempt to resolve the difference at this stage.

(b) In the event that it is not resolved satisfactorily to the Employee, it may be advanced in accordance with the process set out in this Article.

##### 14.03 Grievances shall commence at Step One except that:

(a) An Individual Grievance regarding a dismissal shall commence at Step Two.

(b) A Policy Grievance initiated by the Union shall commence at Step Two.

(c) A Policy Grievance initiated by the Employer shall be submitted directly to the Union President. The Union President shall render a written decision within five (5) days of receipt of the Grievance. If the Grievance is not resolved, the Employer may advance the Grievance to arbitration.

##### 14.04 Step One

(a) In the event of an Individual Grievance, the Employee shall submit a written Grievance through the Union to the Associate Vice-President (Human Resources), outlining the difference, the articles(s) claimed to have been violated, and the redress sought within ten (10) days of the date the Employee first became aware of or reasonably should have become aware of the act causing the Grievance.

- (b) In the event of a Group Grievance, the Union shall submit a written Grievance to the Associate Vice-President (Human Resources), outlining the difference, the article(s) claimed to have been violated, the names of all Employees affected, and the redress sought within ten (10) days of the date the Employee first became aware of or reasonably should have become aware of the act causing the Grievance.
- (c) The Associate Vice President (Human Resources), or designee, shall resolve the difference or convene a meeting between the Parties within ten (10) days of receipt of the written Grievance. The purpose of this meeting shall be to resolve the difference where possible. A written decision shall be issued within ten (10) days of the Grievance meeting.

14.05

Step Two

- (a) In the event of an Individual Grievance regarding a dismissal, the Employee may submit a written Grievance at Step Two through the Union to the Vice-President (Finance and Services), outlining the difference, the clause(s) claimed to have been violated, and the redress sought within ten (10) days of the dismissal. The Vice-President (Finance and Services), or Designee, shall convene a hearing between the Parties within twenty (20) days of receipt of the written Grievance at Step Two. The Vice-President (Finance and Services) or designee shall issue the decision in writing within ten (10) days of hearing the Grievance.
- (b) In the event of a Policy Grievance, the Union shall submit a written Grievance to the Vice-President (Finance and Services), outlining the difference, the clause(s) claimed to have been violated, and the redress sought within twenty (20) days of the date the Union first became aware of or reasonably should have become aware of the act causing the Grievance. The Vice-President (Finance and Services), or designee, shall convene a meeting between the Parties within ten (10) days of receipt of the written Grievance. The purpose of this meeting shall be to resolve the difference where possible. A written decision shall be issued within ten (10) days of the Grievance meeting.
- (c) Subject to the Union's approval, a Grievance that is not resolved at Step One may be referred in writing to the Vice-President (Finance and Services) within ten (10) days of the decision at Step One. The Vice-President (Finance and Services), or Designee, shall convene a hearing between the Parties within ten (10) days of receipt of the written Grievance at Step Two. The Vice-President (Finance and Services) or Designee shall issue the decision in writing within ten (10) days of hearing the Grievance.

14.06 If the Grievance relates to the termination of a Casual, Temporary, Student or Probationary Employee, the decision of the Vice-President (Finance and Services), or designee at Step Two, shall be final and the Grievance shall not be submitted to Arbitration.

14.07 Nothing in this Article prevents the Parties from mutually agreeing to forego Steps in the Grievance Process.

14.08 Optional Mediation

A Grievance not resolved at Step 2 may be referred to Mediation if both the Union and the Employer agree to do so. A Grievance not resolved at Mediation may be referred to Arbitration by one Party giving written notice to the other within ten (10) days of the Mediation being concluded. Each of the Parties to this Collective Agreement shall bear the expenses of the Mediator equally.

14.09 Arbitration

Subject to Clauses 14.06 and 14.08, a Grievance that is not resolved at Step Two may be referred to Arbitration as provided in the Act. Where either Party submits a Grievance to Arbitration, the other Party shall be notified in writing within ten (10) days of the decision of the Vice-President (Finance and Services), or designee at Step Two or in the case of a Policy Grievance, within ten (10) days of the decision of the Associate Vice President (Human Resources), or designee at Step Two.

14.10 Notwithstanding Clause 14.13, an Arbitration Board shall have the power to extend all time limits contained within this Article where extenuating circumstances exist.

14.11 An Arbitration Board shall have no power to add to, subtract from, modify or amend the provisions or terms of this Agreement.

Time Limits

14.12 The Parties agree that whenever possible the time limits contained within this Article should be adhered to. 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.

14.13 Should the Employee or the Union fail to comply with any time limit in this Article, the Grievance shall be considered to be abandoned unless the Parties have mutually agreed in writing to extend the time limits.

- 14.14 Should the Employer fail to comply with any time limits in this Article, the Grievance shall be conveyed to the next step in the Grievance process following the expiry of the particular time limit unless the Parties have mutually agreed in writing to extend the time limits. Grievances so advanced shall be subject to time limits as if a reply had been made on the last allowable day of the preceding level in the procedure.

#### Communication

- 14.15 Any notice or advice which the Employer is required to give to the Union in respect of any matter referred to in this Article shall be sufficient if delivered to the Union President and copied to the Union Membership Services Officer.
- 14.16 Any notice of advice which the Union is required to give to the Employer in respect of any matter referred to in this Article shall be sufficient if delivered to the Director of Employee and Labour Relations or a designated alternate. Policy Grievances shall be submitted directly to the Vice-President (Finance and Services) or a designated alternate.

### **ARTICLE 15**

#### **Disciplinary Action**

- 15.01 Disciplinary Action is defined as a written warning, a suspension, a demotion or a dismissal applied to an Employee for the purposes of discipline. No Regular (OP or FT), Sessional, Limited Term, or Recurring Part-time (OP or FT) Employee who has completed the Probationary Period shall be disciplined without just cause.
- 15.02 When disciplinary action is taken, the Employee shall be advised of the reasons for the action in writing.
- 15.03 The Supervisor shall arrange a time and place for the disciplinary meeting. An Employee must be provided with a minimum of twenty-four (24) hours' notice to attend the disciplinary meeting and may be accompanied at the meeting by a Union Steward.
- 15.04 An Employee's central personnel file in the Human Resources Department shall be deemed to be purged of any record of the disciplinary action after twenty-four (24) months of continuous service from the date the action was taken provided that an additional record of discipline has not been added.

An Employee may review the central personnel file in the Human Resources Department and request that any record of the disciplinary action be removed.

- 15.05 Access to an Employee's central personnel file in the Human Resources Department, shall be provided to the Employee or to a Union representative, with the Employee's consent, during normal business hours, and within a reasonable time. A Union representative may be present when the file is viewed if requested by the Employee. A staff member of the Human Resources Department shall be present during the viewing of a personnel file. Copies of records in the file shall be supplied on request with reasonable notice. The Employee may be required to pay a reasonable fee as determined by the University to cover the cost of copying.
- 15.06 The personnel file referred to in this Article is the central personnel file which is maintained by the Human Resources Department. The Parties mutually agree that no information pertaining to interview records, reference checks, or confidential information related to a diagnosis or prognosis concerning either Employee eligibility for Long Term Disability Insurance or an assessment of an Employee by Staff Wellness shall be contained in the file in the Human Resources Department.
- 15.07 The central personnel file in the Human Resources Department shall be amended to reflect the final resolution of an Employee's grievance with respect to a disciplinary action.
- 15.08 The annual performance feedback document is developmental in its purpose and shall not be considered part of the disciplinary process. Letters of Expectation are not disciplinary in nature and should be reviewed during the annual performance feedback process.

## **ARTICLE 16**

### **Job Review**

- 16.01 The Board shall maintain a Job Placement Manual that shall contain the descriptions of all Job Families and Phases pursuant to the Collective Agreement. The Job Placement Manual shall be made available to Employees upon request.

#### **Job Review**

- 16.02 An Employee (or Supervisor) who believes that a Position is incorrectly placed in a Job Family, or Phase within a Job Family, may apply for a Job Review.

The procedure for applying will be as follows:

- (a) The Employee will make written application, dated and signed, to the Supervisor, that the Position be reviewed.
- (b) Within two (2) months of the written application, the Employee and Supervisor will develop or update a Job Profile describing the work performed at the time of review. Should the Employee and Supervisor not agree on the Job Profile, either Party may involve Human Resources and/or the Union for assistance.
- (c) The Employee will be permitted a reasonable amount of work time to complete the Job Profile.
- (d) The updated and appropriately signed Job Profile will be forwarded to Human Resources with a request in writing to review the placement of the Position in the Job Family and/or Phase.
- (e) Based on the Job Profile, Human Resources will review the Position for placement in the Job Family and/or Phase.
- (f) Human Resources will give its decision in writing to the Employee and Supervisor within two (2) months from the date the request was submitted to the Human Resources Department.

16.03 The Job Review will be based on the work performed up to the time of application.

16.04 Where as a result of a Job Review, an Employee's Position is reclassified to a higher Job Family and/or Phase, and the Employee's current salary is below the Mid-point of the new Job Family and/or Phase, the Board shall grant a salary increase equivalent to at least one Salary Increment as described in Clause 45.02, retroactive to the first of the month following the date on which the Employee submitted the Job Review request to the Supervisor. Salary increases may be granted in other circumstances as determined by the Board.

16.05 When a Job Review does not result in a change to Job Family or Phase, the Board shall give the Employee the reasons in writing.

Dispute Resolution

16.06 If the Employee is not satisfied with the decision rendered in Clause 16.05, the Employee may appeal the decision as per the following process:



- (a) Within twenty (20) days of the date of the response, the Employee shall forward a letter to the Associate Vice-President (Human Resources), appealing the decision. Human Resources shall within twenty (20) days of receipt of the letter arrange a problem-solving meeting between the Parties which shall be held within a further twenty (20) days. The purpose of the meeting shall be to give the Parties an opportunity to resolve the difference. Each Party may have in attendance persons who have the expertise to assist in resolving the difference.
- (b) If the difference is not resolved either Party may refer this matter in writing within two (2) months of the problem-solving meeting through the Associate Vice-President (Human Resources) to the Job Review Committee. The Job Review Committee shall be comprised of a designee of the Board, a designee of the Union, and a mutually agreed upon Chair. The expenses incurred by using a third party will be equally shared by the Parties.
- (c) The Job Review Committee will evaluate the Position and its placement in the Job Family and Phase. The Job Review Committee will consider the matter and give a decision, in writing, within one (1) month. The decision of the Job Review Committee is final and binding upon the Board, the Employee and the Union.

16.07 The Employee making the appeal may be accompanied by a Union Representative during the above appeal.

16.08 Either Party may request an extension of the foregoing time limits provided that such extension is requested before the expiry of the time allowed. When an extension is requested, it may not be unreasonably denied.

16.09 The Parties are committed to ensuring the integrity of the Job Families and Phases and consistent placements of Positions within the Job Families and Phases. The Board may create new Positions within Job Families and Phases in Schedule "A". In this event, Job Profiles will be created and the placement of the Positions within the Job Families and Phases shall be determined by Human Resources; the Union will be notified of the outcome.

If the Union disagrees with the placement of the new Position, either the Dispute Resolution process of Article 16 - Job Review shall apply or the Union may use the Grievance Procedures of Article 14 - Grievance Procedure.

## ARTICLE 17

### Probationary Employee and Period

- 17.01 Probationary Employees shall mean new Regular (OP or FT), Sessional, Limited Term, or Recurring Part-time (OP or FT) Employees hired to occupy positions for an initial trial period called the probationary period.
- 17.02 The probationary period shall be the first six (6) months of employment or five hundred (500) working hours, whichever is greater.
- 17.03 A review of a Probationary Employee's progress shall be conducted at approximately the mid-point of the probationary period and the Employee shall be advised of the results of the review. A Probationary Employee shall be advised in writing if the Employee's performance is considered to be deficient.
- 17.04 An Employee's period of service with the Board as a Casual (OP or FT), Student (OP or FT) or Temporary Employee shall be counted toward the probationary period in Clause 17.01 where interruptions or breaks in service were not longer than one (1) month and the service was in the same Position and Department.
- An Employee's period of service may be counted in other circumstances as determined by the Board.
- 17.05 The probationary period may be extended by:
- (a) the amount of time lost as a result of all paid and unpaid absences occurring during the probationary period. The Employee and the Union shall be notified in writing of the extension, or
  - (b) mutual agreement between the Union and the Employer. The Employee shall be notified in writing of the request for extension and decision.
- 17.06 If a Probationary Employee is unsatisfactory in the opinion of the Employer the Employee may be dismissed.

## ARTICLE 18

### Hours of Work

Refer to Article OP18 in PART B (Operating Provisions) or Article FT18 in PART C (Fixed-term Provisions) as appropriate.

## ARTICLE 19

### Overtime

- 19.01 From time to time Employees may be required to work in excess of their regular daily or weekly hours. Overtime compensation will be in the form of either pay or compensating time off (CTO). Compensation for overtime will be made provided such work is authorized by the Board. The Board, whenever possible, shall grant overtime compensation in the form requested by the Employee. Overtime will be compensated for in accordance with the following provisions.
- 19.02 For the purpose of calculating overtime, the term "regular rate" shall mean the basic hourly rate, or salary equivalent, paid to the Employee for normal hours of work.
- 19.03 When an Employee's daily hours of work are increased to reduce the number of work days in the week, overtime compensation shall apply only to those hours worked in excess of the scheduled number of hours of work.
- 19.04 Whenever possible, the Board shall grant CTO at a time that is mutually agreed upon with the Employee involved. In the event that mutual agreement cannot be reached, the Board will provide the Employee with options to take the CTO.
- In extenuating circumstances, the Board will schedule CTO and advise the Employee at least three (3) weeks before the date it is to be taken.
- 19.05 Full-time Employees (OP or FT)
- (a) Time worked in excess of an Employee's normal schedule per day up to three (3) hours or time worked for the first three (3) hours on a first scheduled day off shall be compensated by time off on a time and one-half (1 1/2X) basis or pay at the rate of one and one-half times (1 1/2X) the Employee's regular rate.

(b) Overtime worked in excess of three (3) hours on a regular work day or overtime in excess of three (3) hours on a first scheduled day off or all time worked on a second or subsequent consecutive scheduled day off shall be compensated by time off on a double time (2X) basis or pay at the rate of double (2X) the Employee's regular rate.

19.06 Part-time (OP or FT), Recurring Part-time (OP or FT), Casual (OP or FT) and Student (OP or FT) Employees.

Time worked in excess of the normal full-time hours of work (as per Schedule "A") in the Employee's Position shall be compensated in accordance with Clause 19.05.

19.07 An Employee who is working under a flexible hours schedule shall be entitled to overtime compensation only in respect of those hours which the Department Head or Supervisor requires that the Employee work in excess of the normal daily hours of work (as per Schedule "A") established for the Employee's Position.

19.08 An Employee who is required to work in excess of the normal daily hours (as per Schedule "A") of the Employee's Position will receive a fifteen (15) minute paid rest period after every two (2) hours of work.

Employees, other than those who are required by the nature of their duties to eat on the job, may replace any one of the above rest periods with an unpaid thirty (30) minute meal period.

After three (3) hours or more, an Employee will be reimbursed for an overtime meal, upon request and upon provision of a receipt up to the maximums outlined in the University Travel Expense Handbook.

19.09 An Employee who for personal reasons requests and is authorized to work daily or weekly hours in excess of the normal hours of work, or to work on scheduled day(s) off, shall be compensated for those hours on a straight time basis only. It is not the intent of this Clause to deny the Employee overtime rights in respect of assigned overtime.

19.10 This Article shall not apply to an Employee while voluntarily participating in a training course, conference, or seminar.

## ARTICLE 20

### Call-Out Pay

- 20.01 When a Full-time or Part-time Employee (OP or FT) is called to work at a time outside normal working hours, the Employee shall be compensated at the applicable overtime rate for the actual hours worked during such call-out, but nevertheless shall be guaranteed, at the Employee's option, a minimum of four (4) hours pay or time off at the Employee's regular rate, except that in the case of snow removal if such call-out forms a continuous period with the Employee's normal working hours no minimum shall apply.
- 20.02 When a call-out forms a continuous period with the Employee's normal working hours, the Employee's normal working hours will not be reduced as a result of the call-out.
- 20.03 Except when a call-out forms a continuous period with the Employee's normal working hours, the Employee shall be paid ten dollars (\$10.00) as compensation for travel expenses.
- 20.04 Telephone Calls:
- (a) Employees who are formally designated by their Department to receive urgent work-related telephone calls outside of the normal working hours shall be compensated at the applicable overtime rate for all time engaged in such calls. Notwithstanding the foregoing, if the time worked receiving a call and making or receiving additional telephone calls related to the original telephone call totals twenty (20) minutes or less, an Employee shall be compensated a minimum of one-half (1/2) hour's pay at straight time rates or the equivalent time in lieu. For compensation purposes, two (2) or more telephone calls received within a thirty (30) minute period will be considered to be a single call.
  - (b) Compensation for responding to telephone calls will not be paid in circumstances in which the telephone calls results in the Employee having to return to work. In such cases, the provisions of Clauses 20.01, 20.02 and 20.03 shall apply.

## **ARTICLE 21**

### **Standby Pay**

21.01 The Board recognizes that, in general, Full-Time and Part-Time Employees (OP or FT) are not expected to be on standby. However, it may be necessary that Employees be available for immediate return to work during hours that are not the Employee's regularly scheduled work hours in the event of an emergency.

On a day that is not a paid holiday, Employees on standby shall be compensated at a rate of one-half (1/2) hour's pay at the Employee's regular rate or the equivalent time in lieu for the first five (5) hours on standby or any portion thereof and an additional one-half (1/2) hour's pay or the equivalent time in lieu for each subsequent three (3) hours or portion thereof. For standby on a paid holiday, the compensation shall be one (1) hour's pay at the Employee's regular rate or the equivalent time in lieu for the first five (5) hours on standby or any portion thereof and an additional one (1) hour's pay or the equivalent time in lieu for each additional three (3) hours or portion thereof.

21.02 When an Employee is called back to work during a period in which the Employee was on standby, the Employee shall be compensated pursuant to Clause 21.01 for the hours the Employee was on standby in addition to compensation pursuant to Article 20 - Call-Out Pay for the hours worked on call- out.

21.03 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 22**

### **Reporting Pay**

Refer to Article OP22 in PART B (Operating Provisions).

## **ARTICLE 23**

### **Exclusions From and Inclusions to the Bargaining Unit**

23.01 The Employer shall notify the Union of its desire to newly exclude any individual from the Bargaining Unit, in writing, addressed to the President of the Union, or designee, with a copy to the Local Chair and the Union Representative assigned to the Local.

This shall take place if the Employee's duties may warrant a possible inclusion/exclusion from the Bargaining Unit.

- 23.02 The Union will respond, in writing, to the Employer's notification within twenty- eight (28) days of its receipt of the notice in Clause 23.01. If the Parties fail to agree, they shall meet and attempt to resolve the difference.
- 23.03 The Union may request to review an excluded Position if it believes the duties have changed.
- 23.04 This Article is not intended to take away or reduce the rights of either Party as it relates to the Public Service Employee Relations Act.

## **ARTICLE 24**

### **Shift Differential**

- 24.01 Effective one month following ratification of the Tentative Agreement, Regular (OP or FT), Sessional, Temporary, Temporary Relief, and Limited Term Employees, shall be eligible for a shift premium of two dollars (\$2.00) per hour in addition to the Employee's Basic Salary Rate for work performed during scheduled shifts in which the majority of the shift falls between 6:00 p.m. and 4:59 a.m.
- 24.02 Employees working a compressed work week, modified work day (e.g., split shifts), irregular hours or who otherwise have a flextime arrangement shall not be eligible for Shift Differential.

## **ARTICLE 25**

### **Weekend Premiums**

- 25.01 Effective one month following ratification of the Tentative Agreement, Regular (OP or FT), Sessional, Temporary, Temporary Relief, and Limited Term Employees, shall be paid one dollar and fifty cents (\$1.50) per hour in addition to the Employee's Basic Salary Rate for work performed during scheduled shifts in which the majority of the shift falls between Saturday 12:00 a.m. and Sunday 11:59 p.m.

Effective April 1, 2016, Regular (OP or FT), Sessional, Temporary, Temporary Relief, and Limited Term Employees, shall be paid one dollar and seventy-five cents (\$1.75) per hour in addition to the Employee's Basic Salary Rate for work performed during scheduled shifts in which the majority of the shift falls between Saturday 12:00 a.m. and Sunday 11:59 p.m.

- 25.02 Employees working a compressed work week, modified work day (e.g., split shifts), irregular hours or who otherwise have a flextime arrangement shall not be eligible for Weekend Premiums.

## **ARTICLE 26**

### **Acting Incumbency Premium**

- 26.01 An Employee who is required by the Board to perform, on an acting basis, a majority of the principle duties of a more senior position within the Department for a minimum period of one (1) work day will be paid an acting premium.
- 26.02 The premium will be paid for the entire acting period. The premium shall be five percent (5%) of the Employee's Basic Salary Rate. A premium in excess of five percent (5%) may be awarded at the sole discretion of the Board.
- 26.03 Where an Employee is required to replace two or more Employees in sequence, the periods of incumbency shall be considered to be one for the purpose of this Article.
- 26.04 This Article shall also apply when an Employee is required temporarily to replace a person in a higher paid Position, which is not covered by this Agreement. In such cases, the amount of the acting premium shall be determined by the Board but shall not be less than five percent (5%) of the Employee's Basic Salary Rate.

## **ARTICLE 27**

### **Group Leader Premium**

- 27.01 An Employee who is assigned duties as a Group Leader, and whose Position does not include such duties, shall have their Basic Salary Rate increased by a premium equivalent to one increment for the period worked as a Group Leader. The increment value shall be calculated in accordance with the schedule contained in Article 45 - Salary Increments, Clause 45.02. If the Group Leader duties continue for a period of more than six (6) months the Supervisor or Employee may request a Job Review further to Article 16 - Job Review.
- 27.02 The Group Leader premium shall be added to the Employee's Basic Salary Rate for the purpose of calculating overtime pay and for establishing the rate of pay while the Employee is on vacation (Article 29) or sick leave (Article 30), notwithstanding the provisions of Clause 19.02 (Article 19 - Overtime).



## ARTICLE 28

### Paid Holidays

28.01 Full-time Employees (OP or FT)

Recognized paid holidays are as follows:

- |     |                      |                    |
|-----|----------------------|--------------------|
| (a) | New Year's Day       | Labour Day         |
|     | Alberta Family Day   | Thanksgiving Day   |
|     | Good Friday          | Remembrance Day    |
|     | Victoria Day         | Christmas Day      |
|     | Canada Day           | Boxing Day         |
|     | August Civic Holiday | Christmas Floaters |

Stampede ½ Day [one-half (1/2) day to be taken during the period of the Stampede on a day designated by the Board].

Christmas Eve ½ Day [December 24, one-half (1/2) day to be taken as the last ½ of the shift].

- (b) No entitlement in respect to the Stampede ½ Day shall apply to any Employee who is on vacation, sick leave, Workers' Compensation, or any other leave during the period of the Stampede.

When the Board denies the Employee the Stampede ½ Day due to operational requirements, the Employee shall be compensated for those hours on a straight time basis only.

- (c) No entitlement in respect to the Christmas Eve ½ Day shall apply to any Employee who is on sick leave, Workers' Compensation, or any other leave on December 24.

When the Board denies the Employee the Christmas Eve ½ Day due to operational requirements, the Employee shall be compensated for those hours on a straight time basis only.

- (d) The Christmas Floater Holidays shall be observed on the following days:

(i) on December 27th, 28th and 29th when Christmas Day falls on a Monday,

(ii) on December 27th, 28th and 31st when Christmas Day falls on a Tuesday,

- (iii) on December 27th, 30th and 31st when Christmas Day falls on a Wednesday,
- (iv) on December 29th, 30th and 31st when Christmas Day falls on a Thursday or Friday,
- (v) on December 29th and 30th when Christmas Day falls on a Saturday,
- (vi) on December 28th and 29th when Christmas Day falls on a Sunday.

28.02 Part-time (OP or FT), Recurring Part-time (OP or FT), Casual (OP or FT) and Student (OP or FT) Employees

Entitlement shall be the same as in Clause 28.01 above except that an Employee shall receive 4.4% of the Employee's pay each month in lieu of pay for Paid Holidays.

28.03 Any Employee absent from work on the regularly scheduled work day next preceding or next following a paid holiday shall not be entitled to pay for such paid holiday unless the absence was a paid absence, or a leave of absence of not more than one day's duration for which the Employee received prior authorization.

28.04 Where a paid holiday, or an alternative day designated by the Board as a paid holiday, falls on an Employee's scheduled day off, and the Employee is eligible for the paid holiday under this Article, the Employee shall be granted at the option of the Employee either:

- (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 paid holiday.

28.05 An Employee required to work on a day designated by the Board as a paid holiday shall receive pay according to the Employee entitlement above for the paid holiday, and, in addition, shall be compensated as follows:

- (a) Time off on a time and one-half basis or pay at the rate of one and one-half times (1 1/2X) the Employee's regular rate for the actual hours worked which do not exceed the Employee's normal number of daily hours (as per Schedule "A") of work or, in the case of Part-time Employees, for hours worked which do not exceed the standard daily hours (as per Schedule "A") for the Employee's Position.

- (b) Time off on a double time basis or pay at the rate of double (2X) the Employee's regular rate for hours worked in excess of the Employee's normal number of daily hours (as per Schedule "A") of work or, in the case of Part-time Employees, for hours worked in excess of the standard daily hours (as per Schedule "A") for the Employee's Position.
- (c) Where an Employee receives compensating time off, it shall be taken at a mutually agreed time.

28.06 Employees required to work on a paid holiday shall be entitled to premium compensation only if they qualify for regular holiday pay under the provisions of this Article.

28.07 Employees in continuous shift operations who are required to work one or more of the paid holidays observed during the Christmas period may elect to:

- (a) accumulate compensating time off in lieu of pay under Clause 28.06 to a maximum equivalent to the actual number of hours worked on such paid holidays, and
- (b) utilize available compensating time off credits in conjunction with scheduled days off to provide one unbroken period of time off including not more than five (5) consecutive working days to be taken at a time mutually agreed upon by the Employee and the Supervisor.

28.08 This Article shall not apply to an Employee while voluntarily participating in a training course, conference, or seminar.

## ARTICLE 29

### Vacations

Refer to Article OP29 in PART B (Operating Provisions) or Article FT29 in PART C (Fixed-term Provisions) as appropriate.

## ARTICLE 30

### Sick Leave

- 30.01 The Parties acknowledge that regular attendance at work is a fundamental condition of employment and that Sick Leave benefits as set out in this Article are intended to provide income protection in circumstances where an Employee is unable to attend work due to Illness (defined below). Sick Leave benefits shall not be used in lieu of or to supplement any other leave.
- 30.02 Definition of Terms
- (a) "Illness" means any illness, injury (other than injuries covered by the Workers' Compensation Board), or quarantine restriction that causes an Employee to be unable to work.
  - (b) "Medical Appointment" means an Employee's personal health-related appointment with a medical practitioner.
  - (c) "Calendar Year" means the period January 1 to December 31.
- 30.03 Sick Leave Provisions for Full-time Employees (OP or FT)
- (a) Medical Appointment:
    - (i) Employees shall make every effort to schedule Medical Appointments outside of their regular working hours. When this is not possible, Employees shall schedule Medical Appointments at times which will least interfere with the Employee's work, and shall obtain prior approval for the absence.
    - (ii) A period of absence which is due to a Medical Appointment, may, at the discretion of the Board, be granted without loss of pay and without deduction from Sick Leave provided that the period of absence does not exceed two (2) hours in the day that the absence occurs.
    - (iii) An absence in excess of two (2) hours due to a Medical Appointment will be charged against the Employee's Sick Leave for the period of the absence in excess of two (2) hours.
    - (iv) The Board may require an Employee to submit proof of attendance at a Medical Appointment to Staff Wellness when time off from work is granted to attend such appointments.

- (b) Sick Leave with pay in each Calendar Year is provided as follows:
- (i) Illness commencing in the first three (3) months within the first year of employment; 70% of normal salary for one hundred and thirty (130) work days of Illness.
  - (ii) Employees with greater than three (3) months of employment, but less than one (1) year; 100% of normal salary for each of the first twenty (20) work days of illness and 70% of normal salary for each of the next one hundred and ten (110) work days of Illness.
  - (iii) Employees with more than one (1), but less than two (2) years of employment; 100% of normal salary for each of the first twenty- five (25) work days of Illness and 70% of normal salary for each of the next one hundred and five (105) work days of Illness.
  - (iv) Employees with more than two (2), but less than three (3) years of employment; 100% of normal salary for each of the first thirty-five (35) work days of Illness and 70% of normal salary for each of the next ninety-five (95) work days of Illness.
  - (v) Employees with more than three (3), but less than four (4) years of employment; 100% of normal salary for each of the first forty-five (45) work days of Illness and 70% of normal salary for each of the next eighty-five (85) work days of Illness.
  - (vi) Employees with more than four (4), but less than five (5) years of employment; 100% of normal salary for each of the first fifty-five (55) work days of Illness and 70% of normal salary for each of the next seventy-five (75) work days of Illness.
  - (vii) Employees with more than five (5) years of employment; 100% of normal salary for each of the first seventy (70) work days of Illness and 70% of normal salary for each of the next sixty (60) work days of Illness.

30.04 Sick Leave Provisions for Part-time and Recurring Part-time Employees (OP or FT)

Sick Leave with pay due to Illness shall be provided on the same basis as for Regular Full-time Employees (OP or FT) but proportionate to the Employee's normal hours of work.

30.05 Conditions of Sick Leave Provisions

- (a) Employees on Sick Leave for five (5) or more working days in December shall maintain the remaining Sick Leave allotment from the prior year, upon the commencement of new calendar year. Sick Leave for the new Calendar Year shall be credited to the Employee when the Employee returns to work on a regular schedule for one (1) month and has not been absent due to illness for five (5) or more working days in that month.
- (b) For the purposes of administering medical accommodations, Sick Leave days may be converted to hours for a maximum duration of three (3) consecutive months.
- (c) When an absence due to Illness continues from one Calendar Year's allotment into the next as set out in Clause 30.03, Sub-Clause (b), the period of leave with pay in respect to that absence is determined according to the Calendar Year in which the absence commenced.
- (d) An Employee who is unable to report for work because of Illness is required to inform the appropriate Supervisor or a designee at least one (1) hour in advance of the reporting time for work.
- (e) Employees may be required to submit a satisfactory medical certificate to Staff Wellness in the event of an Illness when circumstances make it reasonable to do so. If the Employee is required to submit a medical certificate as directed by the Board and the physician charges for the information, this expense will be paid by the Board.
- (f) An Employee may be required to provide satisfactory additional medical information to support absences due to Illness. Staff Wellness shall request this information from the Employee when circumstances make it reasonable to do so. If the Employee is required to submit additional medical information as directed by the Board and the physician charges for the information, this expense will be paid by the Board.
- (g) The Parties recognize the confidentiality of Employee medical information. Such medical information shall not be divulged to a third party without the consent of the Employee or as otherwise required by law. Confidential Employee medical information shall be maintained by Staff Wellness separate from any central Human Resources files. Access shall be limited to Staff Wellness and persons authorized to view the information.
- (h) Employees may be required to undergo medical examinations or medical interviews conducted by appropriate professional medical specialists retained and paid by the Board:

- (i) in the case of prolonged or frequent absence because of Illness, or
- (ii) where there is indication of apparent misuse of Sick Leave, or
- (iii) where it is considered necessary to obtain an assessment of the Employee's ability to perform assigned duties.

Upon request of the Employee, a copy of the report of the medical specialist, if any, shall be made available to the Employee's physician.

- (i) When a day designated as a Paid Holiday under Article 28 falls within a period of Sick Leave, it shall be counted as a day of Sick Leave and under no circumstance shall an Employee be entitled to both Sick Leave and Paid Holiday benefits for the same day.
- (j) Employees may be disqualified from receiving Sick Leave if they fail to comply with Clause 30.03, Sub-Clauses (e), (f) or (h) above, or refuse to accept work, which in the opinion of a physician, they are capable of performing.

30.06 As a consequence of the extensive benefits provided in respect to Sick Leave, the Board shall retain the full amount of any premium rebate allowable on employment insurance under the Employment Insurance Act. On an annual basis, the Board will disclose in writing to the Local Chair the amount of any premium rebate granted by Human Resources and Skills Development Canada.

30.07 Employees shall turn over, or cause to be turned over to the Board, any monies paid to them by any third party as a result of a claim for lost wages, where Employees have used their sick benefits because of injuries sustained due to the negligence or wrong-doing of a third party. Sick Leave benefits will be credited upon payment of these monies.

It is understood and agreed that the amount an Employee is required to repay to the Board for a claim of lost wages shall be net of verified expenses incurred by the Employee to recover that claim.

### **ARTICLE 31**

#### **Special Leave**

31.01 For the purposes of this Article:

- (a) "Work Day" shall be defined as the agreed on daily hours of work for the Position.

- (b) "Spouse" shall be defined as husband, wife or common-law spouse who is of the opposite sex or same sex.

31.02 An Employee who has completed three (3) months of continuous service and who is not otherwise absent from work shall, upon application, be granted Special Leave at the Employee's basic rate of pay as follows:

- (a) illness within the immediate family - five (5) Work Days annually;
- (b) bereavement - three (3) Work Days for each instance;
- (c) travel time under Sub- Clauses (a) or (b) above – two (2) Work Days annually;
- (d) to attend a funeral service for persons other than those listed under Clause 31.03, Sub-Clause (b) - one-half (1/2) Work Day for each instance;
- (e) graduation ceremony – one half (1/2) day to attend:
  - (i) the Employee's graduation ceremony; or
  - (ii) the University of Calgary convocation ceremony of the Employee's Spouse, child or child of Spouse.
- (f) personal use – two (2) Work Days annually.

31.03 For the purpose of determining eligibility for Special Leave under Clause 31.02, the following provisions shall apply:

- (a) illness within the immediate family – leave of absence shall be granted for the care of an Employee's Spouse, child, child of Spouse or parent and anyone over whom an employee has legal guardianship;
- (b) bereavement – leave of absence shall be granted following the death of an Employee's Spouse, child, child of Spouse, parent, step parent, parent-in-law, guardian, ward, grandparent, grandparent-in-law, grandchild, son-in-law, daughter-in- law, brother, sister, brother-in-law, sister-in-law, nephew, niece, aunt or uncle.
- (c) travel time for illness within the immediate family or for bereavement shall mean for travel where long distances are involved;
- (d) Personal use days are provided for discretionary use by Employees for situations that may not be covered elsewhere in this agreement.



- (e) In the first year of employment, Clause 31.02, Sub-Clause (a) will be prorated based on the length of employment leading up to January 1.

31.04 An Employee summoned to appear as a witness during court proceedings or to serve jury duty shall be paid the difference between the Employee's regular earnings for scheduled hours and the fee received. The Board may require the Employee to furnish a certificate of service from an Officer of the Court before making any payment under this Clause. The Employee will come to work during those working hours that Court attendance is not required.

The foregoing shall also apply if an Employee is required to appear as a defendant in an official capacity representing the Board.

31.05 Two weeks' notice may be required for leave requested under Clause 31.02, Sub- Clauses (e) and (f).

## ARTICLE 32

### Parental Leaves

#### Maternity Leave and Adoption Leave

32.01 An Employee will be granted:

- (a) Maternity Leave commencing at any time during the period of twelve (12) weeks immediately preceding the estimated date of delivery, or
- (b) Adoption Leave immediately following the adoption of a child when proof of adoption has been provided.

For a period of up to eighteen (18) weeks if the Employee has:

- (i) completed six (6) months' of continuous service, and
- (ii) provided as much notice as possible, but in any case at least two (2) weeks notice in writing of the date the Employee intends to start the leave.

32.02 A pregnant Employee who presents medical evidence from her physician which satisfies the Board that continued employment in her present Position may be hazardous to herself or to her unborn child, may request a transfer to a more suitable Position if one is available.

If during the twelve (12) week period immediately preceding the estimated date of delivery the pregnancy of an Employee interferes with the performance of her duties, the Board may, by notice in writing to her, require that she start sick leave.

### Top Up Benefits

32.03 In place of Sick Leave provisions under Article 30, the Board will provide Top Up Benefits to eligible Employees on Maternity Leave. Top Up Benefits will also be provided to Employees on Adoption Leave where it is established that the Employee is the primary care giver.

32.04 The weekly benefit level paid for a period of up to eighteen (18) weeks will be the equivalent of what the Employee on Maternity Leave or Adoption Leave would otherwise be eligible to receive from Sick Leave provisions under Article 30 up to ninety-five percent (95%) of the Employee's normal salary less the amount the Employee receives from Human Resources and Skills Development Canada.

If the Employee does not qualify for Employment Insurance Maternity or Parental benefits (i.e. has not accumulated six hundred [600] insured hours in the past fifty-two [52] weeks or since the last claim), the University will only provide the difference between the normal Employment Insurance Maternity or Parental benefits and at the ninety-five percent (95%) rate.

To be eligible for Top Up Benefits, an Employee must give the Board notice in writing of the intended date of return to work at the time the leave is commenced.

### Parental Leave

32.05 An Employee who has completed six (6) months of continuous service and who has or will have the actual care or custody of the newborn or newly adopted child, will be granted up to thirty-seven (37) weeks Parental Leave without pay within fifty-two (52) weeks after the child's birth. The Employee shall provide proof of the birth or adoption of the child and give the Board reasonable notice in writing of the date on which the leave is to start. The date of the return to work shall be established before the start of the leave.

Parental Leave taken in combination with either Maternity Leave or Adoption Leave cannot exceed fifty-two (52) weeks in total.

Where both partners are University Employees, the Board may restrict the combined total Parental Leave to a maximum of thirty-seven (37) weeks.

General

32.06 An Employee granted leave under this Article will be returned to the Employee's former Position or be placed in a comparable Position for which the Employee is qualified.

32.07 Upon the request of the Employee, accumulated vacation entitlements will be provided to the Employee in conjunction with the period of leave under this Article, thereby reducing the period of the leave.

**ARTICLE 33**

**Leave of Absence**

33.01 Leave of Absence may be granted in case of serious illness or accident to the Employee's immediate family, or for any other valid reason, and shall not be unreasonably denied. The Employer shall not place an Employee on an unpaid leave of absence without prior written notice.

Applications for Leave of Absence, or to extend a Leave of Absence, shall be submitted in writing to the Department Head for approval. In extenuating circumstances, email or facsimile application to extend Leave of Absence may be made.

33.02 The Leave of Absence shall be without pay. Employees shall be deducted one (1) day's pay for each working day on Leave of Absence.

33.03 When an Employee has been granted a Leave of Absence, the Employee shall retain all seniority rights earned up to that provided in Clause OP38.01 and FT38.01, but further seniority will cease to accrue until the Employee has completed the leave and has returned to work.

33.04 An Employee who is absent from work without the approval of a senior official at the University shall, after three (3) consecutive work days of such unauthorized absence, be considered to have abandoned the Employee's position and will be considered to have resigned unless it is subsequently shown by the Employee that special circumstances prevented the Employee from reporting to work.

33.05 Compassionate Care Leave

(a) A Leave of Absence without pay of up to six (6) weeks shall be granted to an Employee who has to be absent from work to provide care or support to a gravely ill family member at risk of dying within twenty-six (26) weeks.

- (b) For purposes of determining eligibility in accordance with the legislation for compassionate leave, the following provision shall apply:
- (i) Specific to Compassionate Care Leave family member shall be defined as under Clause 31.03, Sub-Clause (b) Special Leave and any other family members as identified under the current Employment Insurance Compassionate Care Benefit Legislation.
  - (ii) When requesting compassionate leave, an Employee shall provide a medical certificate, in accordance with the Employment Insurance provisions for Compassionate Care Benefits, as proof that the ill family member needs care or support and is at risk of dying within twenty-six (26) weeks.

#### ARTICLE 34

##### Military Leave

- 34.01 (a) An Employee who has completed twenty-six (26) weeks of continuous service and applied for a Leave of Absence and is a Reservist shall be granted a leave in accordance with the *Employment Standards Code*. This leave shall be without pay.
- (b) Consideration may be given to Employees with less than twenty-six (26) weeks of continuous service.
- 34.02 Except as exempted by Article 2, an Employee who is a Reservist and is required to attend annual military training or military summer camp, shall be granted a Leave of Absence for a period not to exceed twenty (20) working days. This leave shall be without pay.

#### ARTICLE 35

##### Group Benefit Plans

- 35.01 The Board will make premium contributions on behalf of Employees participating in University Group Plans as follows:
- (a) Extended Health Benefits  
  
One hundred per cent (100%) of the cost of the Extended Health Benefits Plan to a maximum of:

\$56.00 per month for single coverage  
(effective one month following ratification)

\$137.00 per month for family coverage  
(effective one month following ratification)

Participation in the Extended Health Benefits Plan is compulsory for all Regular (OP or FT), Sessional, and Limited Term Employees.

(b) Group Life Insurance

Coverage to provide a benefit of two (2) times the Employee's basic annual salary, rounded to the next higher one thousand dollars (\$1,000.), if not already a multiple of one thousand dollars. The premium cost is one hundred percent (100%) Employee paid.

(c) Alberta Health Care

Fifty percent (50%) of the cost.

(d) Dental Plan

One hundred percent (100%) of the cost of premium for covered benefits to a maximum of:

\$43.00 per month for single coverage  
(effective one month following ratification)

\$105.00 per month for family coverage  
(effective one month following ratification)

Benefits shall be paid according to the current Alberta Blue Cross Usual and Customary Fee Schedule.

Any additional costs for the premiums in Extended Health Benefits and in the Dental Plan will be shared equally by the Employee and the Board.

Benefits under Extended Health, Group Life Insurance and the Dental Plan in effect at the date of this Agreement shall not be altered except by mutual consent of the Parties to this Agreement.

For the purposes of determining Employee eligibility for benefits contained in Clause 35.01 the Employer agrees to combine the regular hours of work of multiple benefit eligible positions held by an Employee.

35.02 In this Article, “dependent” or “family”, in relation to an Employee, means such a person(s) as defined as a “dependent”, namely:

- (a) the spouse or common-law spouse of that Employee,
- (b) each unmarried child under the age of 21 years who is wholly dependent on that Employee for support,
- (c) each unmarried child less than 25 years of age who is in full-time attendance at an accredited educational institute, and
- (d) each unmarried child 21 years of age or more who is wholly dependent on that Employee by reason of mental or physical infirmity.

35.03 The Board will not make premium contributions on behalf of an Employee who as a result of layoff or a leave of absence without pay has fewer than eleven (11) paid work days in the calendar month, notwithstanding Clause 35.01. During such leaves, subject to approval by the Insurer(s), Employees may elect to maintain coverage of contributory plans specified in this Article provided that the Employee makes prior arrangements to pay full premium costs. If an Employee fails to remit the full payment required above, reinstatement in any and all plans shall be subject to the enrollment and other requirements of the underwriter.

35.04 The Board will continue to make premium contributions on behalf of an Employee who is on Parental Leave in accordance with Article 32, notwithstanding Clause 35.03.

35.05 Recurring Part-time (OP or FT) Employees who work fourteen (14) hours or more per week shall be paid in addition to the Employee’s basic hourly rate, three percent (3%) of that hourly rate for all hours worked in lieu of benefits.

35.06 Flexible Spending Account

The Board will contribute \$750 for eligible Full-time Employees and \$450 for eligible Part-time Employees into a Flexible Spending Account.

The Board will contribute a one-time \$500 bonus to Employees who have completed twenty (20) years of service as of July 1 in any given year. At the employee’s discretion, the bonus may be taken as a lump sum payment (less any statutory deductions) or added to the Employee’s Flexible Spending Account.

Terms and conditions of the Flexible Spending Account will be available from Human Resources and will be posted online.

### **ARTICLE 36**

#### **Long Term Disability**

- 36.01 The Long Term Disability Insurance benefits in effect as at the date of this Agreement shall not be altered except through negotiation, or by the mutual consent of the Parties to this Agreement.
- 36.02 The Board will make premium contributions on behalf of Employees participating in the Long Term Disability Plan. The premium cost is one hundred percent (100%) Employee paid.
- 36.03 Long Term Disability benefits are not payable in respect of any disability that commences during an Employee's probationary period.

### **ARTICLE 37**

#### **Workers' Compensation Supplement**

- 37.01 In accordance with the Workers' Compensation Act, when an Employee sustains an injury in the course of his duties with the University, the Employee and his Supervisor shall report the injury to Staff Wellness. Staff Wellness shall record the date, time and nature of the injury on a form to be signed by the injured Employee. If the injury causes the employee to be absent from work, the Employee and the Employer shall complete the required forms for Workers' Compensation. If the claim is approved by the Workers' Compensation Board, the Employee shall be paid his regular full salary during the period he is required to remain off work up to one hundred and twenty (120) work days.
- 37.02 If the Employee has not returned to work due to injury before the one hundred and twenty (120) day period has expired, he shall then be paid according to the rate prescribed by the Workers' Compensation Act.
- 37.03 The eligibility period specified in Clause 37.01 shall not apply in the event of a recurrence of a disability due to a previously claimed injury, payable under this supplement, unless the Employee has not used the total eligibility period in which case the unexpended period of eligibility may be applied.

- 37.04 When a day designated as a paid holiday under Article 28 falls within a period of time an Employee is eligible to receive Workers' Compensation Supplement, it shall be counted as a day of Workers' Compensation Supplement, and under no circumstances shall an Employee receive any additional entitlement in respect of that day.
- 37.05 An Employee who is injured on the job during working hours and who is required to leave the job site for treatment, or is sent home as a result of such accident or injury, shall not suffer loss of pay for that day's work, regardless of the time of injury. That day shall not be deducted from the eligibility period specified in Clause 37.01.
- 37.06 The Parties agree that the Workers' Compensation Supplement is intended only for the purpose of protecting an Employee from loss of income while he is unable to work because of injury.
- 37.07 An Employee who receives Workers' Compensation benefits and who at the commencement of absence from work pursuant to Clause 37.01 is participating in the current benefit plans per Article 35 - Group Benefit Plans shall continue to be covered under these plans throughout the period the Employee is receiving Workers' Compensation benefits. Premium contributions shall continue to be paid by the Employer and the Employee as outlined in Article 35.

### **ARTICLE 38**

#### **Seniority**

Refer to Article OP38 in PART B (Operating Provisions) or Article FT38 in PART C (Fixed-term Provisions) as appropriate.

### **ARTICLE 39**

#### **Layoffs**

Refer to Article OP39 in PART B (Operating Provisions) as appropriate.

### **ARTICLE 40**

#### **Position Abolishment**

Refer to Article OP40 in PART B (Operating Provisions) or Article FT40 in PART C (Fixed-term Provisions) as appropriate.



## ARTICLE 41

### Training and Upgrading

- 41.01 The Board shall pay salaries and the costs of courses and course materials for Required-In-Service training approved by the Board.
- 41.02 The Board shall maintain its current policy in respect to job-related courses.

## ARTICLE 42

### Job Opportunities

- 42.01 Notices of available Positions that outline the particulars of job opportunities which the Board intends to fill with Regular (OP or FT), Sessional, Limited Term, Recurring Part-time (OP or FT), Temporary or Temporary Relief Employees will be posted on the Human Resources Home Page on the University's Web Site.

Such notices will be posted for a period of seven (7) calendar days before the available Position is filled. Where this is not practicable, the Union will be informed.

The requirement to post such job opportunities may be waived by mutual agreement between the Union and the Employer.

- 42.02 Notwithstanding Clause 42.01, the posting of such notice will not be required where the available Position will be filled by the Board:

- (a) as a result of

Article 14 - Grievance Procedure  
Article OP40 - Position Abolishment  
Article OP44 - Rights on Transfer, or

- (b) by the transfer of an Employee for the purposes of rehabilitative employment under Article 30 - Sick Leave, Article 36 - Long Term Disability or Article 37 - Workers' Compensation Supplement, or
- (c) to comply with an order from a statutory tribunal or court of competent jurisdiction.

- 42.03 A Regular (OP or FT), Sessional, Recurring Part-time (OP or FT) Employee who was not the successful applicant for an available Position may request the Board to provide career counselling. A request for career counselling shall not be unreasonably denied.
- 42.04 The Board recognizes that in the case of otherwise equal applications, seniority shall be the governing factor in filling available Positions.
- 42.05 The Employee with the most seniority who meets the minimum qualifications and who applies for a posted Position shall be given an interview.
- 42.06 A Regular (OP or FT), Sessional or Recurring Part-time (OP or FT) Employee who is offered a Temporary Appointment shall, upon request, be advised in writing prior to accepting the Temporary Appointment whether their former Position will be available at the conclusion of the Temporary Appointment. If the Employee is advised that they will be able to return to their former position, they shall maintain their employment status as a Regular (OP or FT), Sessional or Recurring Part-time (OP or FT) Employee.

#### **ARTICLE 43**

##### **Promotions**

Refer to Article OP43 in PART B (Operating Provisions).

#### **ARTICLE 44**

##### **Rights on Transfer**

Refer to Article OP44 in PART B (Operating Provisions).

#### **ARTICLE 45**

##### **Salary Increments and Evaluations**

- 45.01 Each Regular (OP or FT), Sessional, and Limited Term Employee shall be granted an annual increase of salary, within the scale of pay assigned to the Employee's Position, except as provided in Clauses 45.03 and 45.05 hereof.
- 45.02 The amount of the annual increment will be equal to three percent (3.0%) of an Employee's actual salary, except that:

- (a) the value of a full increment shall be reduced where:
  - (i) the Employee has not been continuously employed by the Board for the twelve (12) months preceding the review date, or has received a full increment (excluding a growth increment) within the previous twelve (12) months, in which case the increment may be prorated to reflect the number of months of service or the number of months from the last full increment.
  - (ii) a full increment would exceed the maximum established for the Phase, in which case the difference between the Employee's salary and the established maximum salary shall be considered a full increment.
  - (iii) the Employee's attendance at work has been reduced by frequent or prolonged periods of absence (not including paid vacation leave or leave granted under Article 9 - Time off for Union Officers and Members).
  
- (b) The amount of a full increment for Sessional Full-time, and Part-time (Regular (OP or FT), Sessional and Limited Term Employees shall be determined on a pro rata basis as follows:
  - (i) Part-time – Regular (OP or FT) and Limited Term Employees - proportionate to the Employee's normal hours of work.
  - (ii) Sessional Full-time Employees - proportionate to the number of full months worked in the twelve (12) month period immediately preceding the review date.
  - (iii) Sessional Part-time Employees - as in Sub-Clause (ii) above but further prorated on the basis of the Employee's normal hours of work.
  
- (c) Salary Increments shall be awarded annually to Recurring Part-time (OP or FT), Temporary, Temporary Relief, Casual (OP or FT) and Student (OP or FT) Employees. At minimum, the amount of the increment shall be in accordance with Clause 45.02 and will be prorated where the actual hours worked in the previous year is less than eighteen hundred and twenty (1820) hours.

45.03 The amount of the annual increase granted shall be determined in accordance with the provisions of Clause 45.02 except that all or one-half (1/2) of the increment may be withheld where merit is not sufficient. Merit will be based upon the Employee's performance over the previous year up to the date of the annual increment review date.

An Employee who has their annual increment withheld shall be re-evaluated six (6) months after their annual increment review date. If the Employee's performance rating has improved to satisfactory, the Employee will be provided with one half (1/2) of the increase set out in Clause 45.02 effective the date of the re-evaluation.

The Employee so affected will be advised of the withholding by the Employee's Supervisor no later than the day before the Employee receives the notification of pay in which the increment would otherwise have been effective and within twenty (20) working days of that date, the Employee will be given reasons in writing for such withholding or the increment shall not be withheld.

45.04 Amounts in excess of one (1) normal increment per year may be awarded at the sole discretion of the Board.

45.05 An Employee who, on the normal annual increment review date, is absent from work because of layoff, leave of absence, parental leave, vacation, sick leave, long term disability or any other paid or unpaid leave shall not be eligible for consideration under the provisions of this Article until such time as the Employee returns to work.

## **ARTICLE 46**

### **Growth Increments**

46.01 An Employee may receive a Growth Increment in recognition of growth of responsibilities of the Position. The Growth Increment may be authorized by the Supervisor without utilizing the Job Review process described in Article 16. Growth Increments shall not be paid more than once every six (6) months.

(a) The value of a Growth Increment shall be one-half (1/2) the value of a Salary Increment as enumerated in the schedule of Clause 45.02.

- (b) The value of a Growth Increment shall be reduced where a full Growth Increment would exceed the maximum established for the Phase, in which case the difference between the Employee's salary and the established maximum salary shall be considered a full Growth Increment.

#### ARTICLE 47

#### Tuition Support for Employee, Spouse and Dependent Children

- 47.01 Subject to the conditions in Clause 47.03, a Full-time Regular (OP or FT), Sessional, or Limited Term Employee who has completed six (6) months or more of continuous service in an eligible position before the start date of the academic session shall be entitled to a tuition fee remission relating to courses taken at the University in an amount equivalent to:
- (a) the Canadian Student Tuition rate per Undergraduate or Graduate Academic credit course as referenced in the University Tuition and General Fee Guide to a maximum of four (4) credit courses.
  - (b) In the case of a Part-time Regular (OP or FT), Sessional, or Limited Term Employee, the entitlement under Clause 47.01, Sub-Clause (a) shall be prorated on the same basis as benefits and premium contributions under Letter of Understanding #7.
- 47.02 Subject to the conditions in Clause 47.03, the spouse and each dependent of a Full-time Regular (OP or FT), Sessional, or Limited Term Employee who has completed one (1) year or more of continuous service in an eligible position before the start date of the academic session shall be entitled to a tuition fee remission relating to courses taken at the University in an amount equivalent to:
- (a) the Canadian Student Tuition rate per Undergraduate or Graduate Academic credit course as referenced in the University Tuition and General Fee Guide to a maximum of three (3) credit courses; or
  - (b) In the case of a spouse and each dependent of a Part-time Regular (OP or FT) or Recurring Part-time (OP or FT) Employee, one half (½) of the value of the entitlement under Clause 47.02, Sub-Clause (a).
- 47.03 Conditions of Tuition Support
- (a) The Employee must be actively employed on the fee deadline date.

- (b) The Employee, spouse or dependent child shall satisfy all academic and registration requirements and also pays such other general compulsory fees as are normally assessable to students.
- (c) The application for tuition fee remission must be received prior to the fee payment deadline date for the applicable academic session.
- (d) The Employee provides evidence satisfactory to the Board that the child is a dependent.

A child shall be considered a dependent child if, during the period for which tuition fee remission is being sought, such child is included as an eligible dependent on the same Alberta Health Care registration as the Employee. The Board in its discretion may accept proof of child dependency other than the inclusion of the child on the Alberta Health Care registration.

47.04 No Employee, spouse or dependent child shall be eligible for more than one tuition fee remission benefit in respect of any one academic year unless both spouses are Employees in which case each spouse has full access to the benefits of this Article.

47.05 Where the spouse or dependent child is enrolled as a full-time student, any unspent portion of the tuition fee remission may be carried forward and added to a subsequent year's entitlement during the four-year period commencing with the year in which the spouse or dependent child first registers as a full-time student.

47.06 The amount of the tuition fee waived for an Employee, spouse or dependent child will be reported as a taxable benefit on the Employee's Revenue Canada T4 information slip for the year in which the remission is made.

## ARTICLE 48

### Vehicle Allowance

48.01 Employees required by the Board to use personal vehicles in the performance of work shall receive a vehicle allowance in accordance with prevailing Board Regulations.

## ARTICLE 49

### Reduced Duties Leading to Retirement

Refer to Article OP49 PART B (Operating Provisions).

## ARTICLE 50

### Contracted Services

50.01 The Parties acknowledge the Union's commitment to provide quality service at competitive rates.

Board decisions to contract out versus using Employees for operations of the University will be based on:

- (a) financial and economic factors, including both cost and quality; and
- (b) maximizing the use of Employees.

Board decisions to contract out will only occur after full consultation with the Union.

## ARTICLE 51

### Safety and Health

51.01 Both Parties recognize the need and desirability of a safe working environment. The Parties agree that matters may be discussed under the provisions of Article 13 - Joint Consultation.

51.02 The Board shall notify the Union immediately that it is aware of the occurrence of an on-the-job fatal accident or the serious injury of an Employee.

51.03 The Local shall be represented on appropriate University Environment Health and Safety committees, which may be created from time to time.

51.04 The Local shall be represented on the University Health, Safety and Security Committee by four (4) representatives.

51.05 The Board will provide educational training, worksite analysis and modification as appropriate to address ergonomic and safety concerns.

## **ARTICLE 52**

### **Uniforms and Protective Clothing**

- 52.01 The Board as required by the Occupational Health and Safety Act, Regulation and Code shall provide Personal Protective Equipment and Safety Equipment as required at no cost to the Employee.
- 52.02 Where the Board determines that coveralls, lab coats or uniforms should be provided for the protection of the Employees' personal garments, such items shall be provided and cleaned by the Board.
- 52.03 Where the Board requires that identifier clothing be worn, such items shall be provided and replaced by the Board. Personal identifier clothing shall be cleaned and maintained by the Employee.
- 52.04 Where identified by a Hazard Assessment the Employer shall provide suitable safety footwear. Footwear will be purchased through the University's preferred supplier to a maximum of \$175 every two (2) years at a minimum or as required and approved by the Board.
- 52.05 Specialized footwear requiring additional resources or frequency of purchase will be supported with appropriate medical documentation. Staff Wellness will notify the Department upon verification of documentation.

### **Definitions**

Identifier Clothing is defined as Shirts, Jackets, Sweaters or Hats containing a departmental, faculty or the University name or logo. There is no requirement on the part of the Employee to return identifier clothing to the Board upon the Employee departure.

A Uniform is defined as consistent articles of clothing, normally a minimum of two pieces, which is provided by the Board with the expectation that it is returned to the Board upon the Employee's departure from the University.

## **ARTICLE 53**

### **Overpayments**

- 53.01 In the event of an overpayment, the Board shall notify the Employee in writing that an overpayment has been made and discuss repayment options.



The maximum amount of time to recover an overpayment, barring a genuine hardship scenario, will be equal or no greater than the duration of time during which the overpayment was accrued. For example – 6 months' worth of overpayments would take 6 months to repay.

- 53.02 By mutual agreement between the Board and the Employee, repayment arrangements shall be made.
- 53.03 If an Employee terminates before the recovery is complete, the remainder of the monies owing shall be recovered from the final pay.

#### **ARTICLE 54**

##### **Implementation of Agreement**

###### **Effective Date**

- 54.01 Except as provided in this Article, all provisions of this Agreement, unless otherwise stated, shall be effective April 1, 2015.
- 54.02 All active Employees as of the date of ratification shall receive:
- (a) two percent (2.0%) increase to Basic Salary Rates and Schedule "A" effective April 1, 2015.
  - (b) two and one-quarter percent (2.25%) increase to Basic Salary Rates and Schedule "A" effective April 1, 2016.
  - (c) two and one-quarter percent (2.25%) increase to Basic Salary Rates and Schedule "A" effective April 1, 2017.
- 54.03 Employees whose Basic Salary Rate exceeds the maximum set for their Job Family and Phase shall have their Basic Salary Rate Green-Circled.

#### **ARTICLE 55**

##### **Duration of Agreement**

- 55.01 Except as otherwise stated, this Agreement shall take effect as of April 1<sup>st</sup>, 2015, and shall remain in full force and effect until March 31<sup>st</sup>, 2018, and from year to year thereafter unless notice to commence negotiations is served by either Party pursuant to the provisions of the Act.

## **ARTICLE 56**

### **Continuation During Negotiations**

56.01 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:

- (a) is agreed upon and a new Agreement is signed, or
- (b) is not agreed upon and a new Agreement is concluded in accordance with the provisions of the Act.

## **ARTICLE 57**

### **Notice Delivery**

57.01 Any notice required to be given shall be considered to have been sufficiently served if personally delivered or mailed in a prepaid registered envelope addressed, in the case of the Board to:

Associate Vice-President (Human Resources)  
The University of Calgary  
2500 University Drive N.W.  
Calgary, Alberta T2N 1N4

and in the case of the Union to:

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

**SCHEDULE "A" – SALARY SCHEDULE**

		April 1, 2015 (2.0%)			April 1, 2016 (2.25%)			April 1, 2017 (2.25%)		
<b>General Family Job:</b>										
<b>7.5 Hours</b>		<b>Minimum</b>	<b>Midpoint</b>	<b>Maximum</b>	<b>Minimum</b>	<b>Midpoint</b>	<b>Maximum</b>	<b>Minimum</b>	<b>Midpoint</b>	<b>Maximum</b>
<b>Phase 1</b>	<b>Monthly</b>	1,714.38	1,992.25	2,231.13	1,753.38	2,037.75	2,281.50	1,792.38	2,083.25	2,333.50
	<b>Annually</b>	20,572.50	23,907.00	26,773.50	21,040.50	24,453.00	27,378.00	21,508.50	24,999.00	28,002.00
	<b>Hourly</b>	10.55	12.26	13.73	10.79	12.54	14.04	11.03	12.82	14.36
<b>Phase 2</b>	<b>Monthly</b>	1,911.00	2,388.75	2,866.50	1,953.25	2,442.38	2,929.88	1,997.13	2,496.00	2,994.88
	<b>Annually</b>	22,932.00	28,665.00	34,398.00	23,439.00	29,308.50	35,158.50	23,965.50	29,952.00	35,938.50
	<b>Hourly</b>	11.76	14.70	17.64	12.02	15.03	18.03	12.29	15.36	18.43
<b>Phase 3</b>	<b>Monthly</b>	2,548.00	3,105.38	3,661.13	2,604.88	3,175.25	3,744.00	2,663.38	3,246.75	3,828.50
	<b>Annually</b>	30,576.00	37,264.50	43,933.50	31,258.50	38,103.00	44,928.00	31,960.50	38,961.00	45,942.00
	<b>Hourly</b>	15.68	19.11	22.53	16.03	19.54	23.04	16.39	19.98	23.56
<b>Phase 4</b>	<b>Monthly</b>	3,383.25	4,238.00	5,094.38	3,459.63	4,333.88	5,209.75	3,537.63	4,431.38	5,326.75
	<b>Annually</b>	40,599.00	50,856.00	61,132.50	41,515.50	52,006.50	62,517.00	42,451.50	53,176.50	63,921.00
	<b>Hourly</b>	20.82	26.08	31.35	21.29	26.67	32.06	21.77	27.27	32.78
<b>Operational /Administrative Job Family:</b>										
<b>7 Hours</b>		<b>Minimum</b>	<b>Midpoint</b>	<b>Maximum</b>	<b>Minimum</b>	<b>Midpoint</b>	<b>Maximum</b>	<b>Minimum</b>	<b>Midpoint</b>	<b>Maximum</b>
<b>Phase 1</b>	<b>Monthly</b>	2,549.52	3,104.62	3,662.75	2,607.15	3,174.38	3,744.65	2,666.30	3,245.67	3,829.58
	<b>Annually</b>	30,594.20	37,255.40	43,953.00	31,285.80	38,092.60	44,935.80	31,995.60	38,948.00	45,955.00
	<b>Hourly</b>	16.81	20.47	24.15	17.19	20.93	24.69	17.58	21.40	25.25
<b>Phase 2</b>	<b>Monthly</b>	2,864.98	3,579.33	4,298.23	2,930.20	3,659.72	4,395.30	2,995.42	3,741.62	4,493.88
	<b>Annually</b>	34,379.80	42,952.00	51,578.80	35,162.40	43,916.60	52,743.60	35,945.00	44,899.40	53,926.60
	<b>Hourly</b>	18.89	23.60	28.34	19.32	24.13	28.98	19.75	24.67	29.63
<b>Phase 3</b>	<b>Monthly</b>	3,661.23	4,457.48	5,252.22	3,743.13	4,557.58	5,370.52	3,828.07	4,660.72	5,491.85
	<b>Annually</b>	43,934.80	53,489.80	63,026.60	44,917.60	54,691.00	64,446.20	45,936.80	55,928.60	65,902.20
	<b>Hourly</b>	24.14	29.39	34.63	24.68	30.05	35.41	25.24	30.73	36.21

**SCHEDULE "A" – SALARY SCHEDULE**

		April 1, 2015 (2.0%)			April 1, 2016 (2.25%)			April 1, 2017 (2.25%)		
<b>Specialist/Advisor Job Family:</b>										
<b>7 Hours</b>		<b>Minimum</b>	<b>Midpoint</b>	<b>Maximum</b>	<b>Minimum</b>	<b>Midpoint</b>	<b>Maximum</b>	<b>Minimum</b>	<b>Midpoint</b>	<b>Maximum</b>
<b>Phase 1</b>	<b>Monthly</b>	3,345.77	4,139.77	4,933.72	3,421.60	4,233.02	5,044.43	3,498.95	4,328.57	5,158.18
	<b>Annually</b>	40,149.20	49,686.00	59,204.60	41,059.20	50,796.20	60,533.20	41,987.40	51,942.80	61,898.20
	<b>Hourly</b>	22.06	27.30	32.53	22.56	27.91	33.26	23.07	28.54	34.01
<b>Phase 2</b>	<b>Monthly</b>	3,820.48	4,695.60	5,569.20	3,906.93	4,801.77	5,695.08	3,994.90	4,909.45	5,822.48
	<b>Annually</b>	45,845.80	56,347.20	66,830.40	46,883.20	57,621.20	68,341.00	47,938.80	58,913.40	69,869.80
	<b>Hourly</b>	25.19	30.96	36.72	25.76	31.66	37.55	26.34	32.37	38.39
<b>Phase 3</b>	<b>Monthly</b>	4,774.47	6,125.82	7,480.20	4,882.15	6,263.83	7,648.55	4,991.35	6,404.88	7,819.93
	<b>Annually</b>	57,293.60	73,509.80	89,762.40	58,585.80	75,166.00	91,782.60	59,896.20	76,858.60	93,839.20
	<b>Hourly</b>	31.48	40.39	49.32	32.19	41.30	50.43	32.91	42.23	51.56
<b>Trades Job Family:</b>										
<b>7.5 Hours</b>		<b>Minimum</b>	<b>Midpoint</b>	<b>Maximum</b>	<b>Minimum</b>	<b>Midpoint</b>	<b>Maximum</b>	<b>Minimum</b>	<b>Midpoint</b>	<b>Maximum</b>
<b>Phase 1</b>	<b>Monthly</b>	3,661.13	4,457.38	5,250.38	3,744.00	4,558.13	5,369.00	3,828.50	4,660.50	5,489.25
	<b>Annually</b>	43,933.50	53,488.50	63,004.50	44,928.00	54,697.50	64,428.00	45,942.00	55,926.00	65,871.00
	<b>Hourly</b>	22.53	27.43	32.31	23.04	28.05	33.04	23.56	28.68	33.78
<b>Phase 2</b>	<b>Monthly</b>	4,613.38	5,568.88	6,524.38	4,717.38	5,694.00	6,670.63	4,823.00	5,822.38	6,820.13
	<b>Annually</b>	55,360.50	66,826.50	78,292.50	56,608.50	68,328.00	80,047.50	57,876.00	69,868.50	81,841.50
	<b>Hourly</b>	28.39	34.27	40.15	29.03	35.04	41.05	29.68	35.83	41.97
<b>Phase 3</b>	<b>Monthly</b>	5,572.13	6,763.25	7,954.38	5,697.25	6,916.00	8,133.13	5,825.63	7,072.00	8,316.75
	<b>Annually</b>	66,865.50	81,159.00	95,452.50	68,367.00	82,992.00	97,597.50	69,907.50	84,864.00	99,801.00
	<b>Hourly</b>	34.29	41.62	48.95	35.06	42.56	50.05	35.85	43.52	51.18

**SCHEDULE "A" – SALARY SCHEDULE**

		April 1, 2015 (2.0%)			April 1, 2016 (2.25%)			April 1, 2017 (2.25%)		
<b>Technical Job Family:</b>										
<b>7 Hours</b>		<b>Minimum</b>	<b>Midpoint</b>	<b>Maximum</b>	<b>Minimum</b>	<b>Midpoint</b>	<b>Maximum</b>	<b>Minimum</b>	<b>Midpoint</b>	<b>Maximum</b>
<b>Phase 1</b>	<b>Monthly</b>	3,503.50	4,301.27	5,096.00	3,582.37	4,398.33	5,211.27	3,662.75	4,496.92	5,328.05
	<b>Annually</b>	42,042.00	51,615.20	61,152.00	42,988.40	52,780.00	62,535.20	43,953.00	53,963.00	63,936.60
	<b>Hourly</b>	23.10	28.36	33.60	23.62	29.00	34.36	24.15	29.65	35.13
<b>Phase 2</b>	<b>Monthly</b>	4,615.22	5,648.07	6,680.92	4,718.35	5,775.47	6,831.07	4,824.52	5,905.90	6,984.25
	<b>Annually</b>	55,382.60	67,776.80	80,171.00	56,620.20	69,305.60	81,972.80	57,894.20	70,870.80	83,811.00
	<b>Hourly</b>	30.43	37.24	44.05	31.11	38.08	45.04	31.81	38.94	46.05
<b>Phase 3</b>	<b>Monthly</b>	5,729.97	7,002.45	8,274.93	5,858.88	7,160.18	8,461.48	5,990.83	7,320.95	8,652.58
	<b>Annually</b>	68,759.60	84,029.40	99,299.20	70,306.60	85,922.20	101,537.80	71,890.00	87,851.40	103,831.00
	<b>Hourly</b>	37.78	46.17	54.56	38.63	47.21	55.79	39.50	48.27	57.05

Schedule "B"

**Apprentices**

Definition

"Apprentices" are engaged on a full-time basis as Regular (OP), Sessional or Temporary Employees to perform work in a trade as an Apprentice under the Apprenticeship and Industry Training Act.

2.01 Probationary Period

The probationary period for an Apprentice shall be twelve (12) months.

3.01 Salary Schedule

Apprentices who are:

- (a) new Employees hired as Apprentices; and
- (b) present Employees who are accepted into an apprenticeship program but who have less than two years' continuous service with the University

shall be paid salaries based on the percentage rates established in the regulations issued pursuant to the Apprenticeship and Industry Training Act.

3.02 An Employee who commences an apprenticeship program after completing two or more years of service with the University shall be paid the greater of either the salary received immediately prior to commencing the program or the salary which would be applicable under the regulations governing apprenticeship in that particular trade.

3.03 Should the salary of an Apprentice exceed what is outlined by the Apprenticeship Board, the Employee will not be entitled to the provisions of Article 45 - Salary Increments.

4.01 Attendance at School

No Apprentice shall be granted time off for trade school training until six (6) months' continuous service has been completed.

The time off required by an Apprentice who is a Regular (OP) or Sessional Employee to attend trade school shall be compensated for as follows:

- (a) The first week of each such absence shall be compensated for by using accumulated vacation entitlement and/or compensating time off owing, if any, for accumulated overtime.
- (b) During the remainder of the time off required to attend school, the Apprentice, upon submission to their Supervisor of evidence of the amount of remuneration under the Apprenticeship and Industry Training Act, shall be paid the difference between regular salary and the amounts received under the program as salary replacement.

4.02 An Employee in the Apprenticeship Program attending school as required by the Apprenticeship and Industry Training Act, shall be deemed to be on a leave of absence pursuant to Article 33 - Leave of Absence, for that period of leave not covered by accumulated vacation entitlement.

5.01 Application of Collective Agreement

Except as otherwise provided, the terms and conditions of this Agreement shall apply to Employees engaged as Apprentices in accordance with the provisions of Article 2 - Application of Agreement except that Article 14 - Grievance Procedure and Article 40 - Position Abolishment shall not apply in respect of the termination of employment as an Apprentice as a result of:

- (a) the discontinuance of an apprenticeship program, or
- (b) the failure of an Apprentice to comply with the terms and conditions of the Apprenticeship and Industry Training Act and/or regulations, or
- (c) the unavailability of a Tradesperson position upon completion of the apprenticeship program, or
- (d) the unavailability of work required at the next higher period of apprenticeship to which the Apprentice is eligible to advance.

LETTER OF UNDERSTANDING #1

BETWEEN

THE GOVERNORS OF THE UNIVERSITY OF CALGARY

AND

LOCAL 052 OF THE ALBERTA UNION OF PROVINCIAL EMPLOYEES

**Re: Job Rotation, Work Exchange, Secondments**

Notwithstanding any of the provisions of this Agreement which appear to the contrary, these provisions may be altered to accommodate Employees who participate in a Job Rotation, Work Exchange, or for Secondments provided there is agreement with the Employee(s) involved.

ON BEHALF OF THE BOARD

ON BEHALF OF THE UNION

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_



LETTER OF UNDERSTANDING #2

BETWEEN

THE GOVERNORS OF THE UNIVERSITY OF CALGARY

AND

LOCAL 052 OF THE ALBERTA UNION OF PROVINCIAL EMPLOYEES

**Re: The Planning Process**

The University is committed to the integrity of the planning process and continuing responsible fiscal management, consistent with the Post-Secondary Learning Act and the current funding base.

The University will undertake to limit permanent staff reductions to those determined through the planning process. However, any change in government policy, University funding or revenue, or other economic/financial conditions may necessitate actions in addition to those in the planning process. Should staff adjustments beyond the planning process be required, the Board will consult with the Union before any action is taken in respect of Employees.

ON BEHALF OF THE BOARD

ON BEHALF OF THE UNION

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

LETTER OF UNDERSTANDING #3

BETWEEN

THE GOVERNORS OF THE UNIVERSITY OF CALGARY

AND

LOCAL 052 OF THE ALBERTA UNION OF PROVINCIAL EMPLOYEES

**Re: Student Exemptions**

1. Under this Collective Agreement, "Student Employees" are employed to do the work within a Job Family listed in Schedule "A" and are included in the Bargaining Unit.
2. Positions that are designated as student jobs that are excluded from the Bargaining Unit are defined as follows:
  - (a) Students participating in the "Student Safewalk Program".
  - (b) Students who are Community Assistants in Housing/Residence Services.
  - (c) Students who are paid a stipend or honorarium for practical work directly related to their degree programs.
  - (d) Students working in the Native Ambassador Post-Secondary Initiative (N.A.P.I.) Program.
  - (e) Students hired under the Canada Summer Jobs Program
  - (f) Other student programs as agreed to after full consultation between the Parties.

ON BEHALF OF THE BOARD

ON BEHALF OF THE UNION

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

LETTER OF UNDERSTANDING #4

BETWEEN

THE GOVERNORS OF THE UNIVERSITY OF CALGARY

AND

LOCAL 052 OF THE ALBERTA UNION OF PROVINCIAL EMPLOYEES

**Re: Group Leader Premium**

Employees who are receiving a Group Leader Premium, as per Article 27 – Group Leader Premium, up to and including March 31, 2006 only, will have their current premium amount “grandfathered” and it will not change in conjunction with the new annual increment value as per Article 45 – Salary Increments. Effective April 1, 2006, any Employee who receives a new Group Leader Premium, the value shall be calculated in accordance with Clause 45.02.

ON BEHALF OF THE BOARD

ON BEHALF OF THE UNION

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

LETTER OF UNDERSTANDING #5

BETWEEN

THE GOVERNORS OF THE UNIVERSITY OF CALGARY

AND

LOCAL 052 OF THE ALBERTA UNION OF PROVINCIAL EMPLOYEES

**Re: Educational Work Experience Programs**

The University of Calgary may host students under an educational work experience program in accordance with the following conditions:

- (a) These persons must be enrolled in a post-secondary program and must require this practicum component as part of program graduation. Terms and conditions will be mutually agreed upon by the requesting institution and the University of Calgary.
- (b) Interested departments must submit completed application forms to University Human Resources.
- (c) The University may accept a maximum of ten (10) Educational Work Experience Program participants at one time and no more than two (2) Educational Work Experience Program participants per Department. This may be amended by mutual agreement between the Parties.

The Education Work Experience Program will be a standing agenda item during the University Human Resources and AUPE regular meetings.

ON BEHALF OF THE BOARD

ON BEHALF OF THE UNION

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

LETTER OF UNDERSTANDING #6

BETWEEN

THE GOVERNORS OF THE UNIVERSITY OF CALGARY

AND

LOCAL 052 OF THE ALBERTA UNION OF PROVINCIAL EMPLOYEES

**Re: University of Calgary Qatar Campus**

1. The Board has entered into a ten (10) year agreement with the State of Qatar to establish a University of Calgary Campus in the city of Doha. The primary purpose of the Campus over the next ten (10) years is to deliver programs from the University of Calgary, Faculty of Nursing to students of Qatar and other Gulf States.
2. As the operations of University of Calgary Qatar Campus are outside the jurisdiction of Alberta and as the Public Service Employee Relations Act: part 1, Application 2 (1) provides that the Act does not apply to (b) a person who is permanently employed outside Alberta by an Employer, all Employees employed to work for the University of Calgary Qatar Campus will be exempt from the Union.
3. University Employees on secondment to University of Calgary Qatar shall maintain Seniority as outlined in Article OP 38 - Seniority.

ON BEHALF OF THE BOARD

ON BEHALF OF THE UNION

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

LETTER OF UNDERSTANDING #7

BETWEEN

THE GOVERNORS OF THE UNIVERSITY OF CALGARY

AND

LOCAL 052 OF THE ALBERTA UNION OF PROVINCIAL EMPLOYEES

**Re: Group Benefit Plans**

1. Notwithstanding other Articles of this Agreement, for the Purposes of calculating entities to benefits and premium contributions under Article 35 on a prorata basis, the Board will use the following formula:
  - (a) point 4 (.40) to point five-nine (.59) Full-time Equivalent (FTE) shall receive sixty percent (60%) of the cost for the premiums to the maximum amount paid by the Board;
  - (b) point 6 (.60) to point seven-nine (.79) FTE shall receive eighty percent (80%) of the cost for the premiums to the maximum amount paid by the Board;
  - (c) point 8 (.80) to one point zero (1.0) FTE shall receive one hundred percent (100%) of the cost for the premiums to the maximum amount paid by the Board;
2. The Parties further agree to amend Article 35.06 of this Agreement regarding Flexible Health Spending by removing reference to fixed dollar amounts and replacing the Clause as follows:

35.06 Flex Spending Account

The Board will contribute \$750 for eligible Full-time Employees and will contribute \$750 on a pro rata basis for eligible Part-time Employees in to a Flexible Spending Account.

ON BEHALF OF THE BOARD

ON BEHALF OF THE UNION

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

LETTER OF UNDERSTANDING #8

BETWEEN

THE GOVERNORS OF THE UNIVERSITY OF CALGARY

AND

LOCAL 052 OF THE ALBERTA UNION OF PROVINCIAL EMPLOYEES

**Re: Lump Sum Payment in Lieu of Reduction to Annual Increment  
under Article 45**

1. All active employees as of the date of ratification shall be eligible for a one-time lump sum payment as outlined below:

Employment Category	Payment Eligibility
Full-time (OP and FT)	One percent (1%) of Basic Salary Rate (Annual)
Part-time (OP and FT)	One percent (1%) of Basic Salary Rate (Hourly) multiplied by the number of regular hours worked between April 1, 2014 and March 31, 2015
Recurring Part-time, Student and Casual	One percent (1%) of Basic Salary Rate (Hourly) multiplied by the number of regular hours worked between April 1, 2014 and March 31, 2015

2. Payment of the lump sum is conditional upon ratification of the collective agreement, and the payment will be processed as soon as possible after that date.
3. The lump sum is not pensionable and union dues are not deducted.

ON BEHALF OF THE BOARD

ON BEHALF OF THE UNION

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

**PART B**

**OPERATING PROVISIONS**



**AND**



**LOCAL 052**



## ARTICLE OP2

### Application of Agreement

- OP2.01 Pay schedules and working conditions under Part A (Common Provisions) and Part B (Operating Provisions) of this Agreement shall not be changed after its effective date without agreement of the Parties.
- OP2.02 Except as otherwise provided within this Agreement, the application of the terms and conditions under Part A (Common Provisions) and Part B (Operating Provisions) of this Agreement shall be as follows:
- (a) All the terms and conditions in Part A (Common Provisions) and Part B (Operating Provisions) apply to Regular and Sessional Full-time Employees, except that the following Articles shall not apply:
    - (i) Article OP22 – Reporting Pay
  - (b) All the terms and conditions in Part A (Common Provisions) and Part B (Operating Provisions) apply to Regular and Sessional Part-time Employees, on a pro rata basis where applicable, except that the following Articles shall not apply:
    - (i) Article OP22 – Reporting Pay
  - (c) All the terms and conditions in Part A (Common Provisions) and Part B (Operating Provisions) apply to Recurring Part-time Employees, on a pro rata basis where applicable, except that the following Articles shall not apply:
    - (i) Article OP18 - Hours of Work - Clause 18.04, Sub-Clause (a)
    - (ii) Article 20 - Call-Out Pay
    - (iii) Article 21 - Standby Pay
    - (iv) Article 24 - Shift Differential
    - (v) Article 25 - Weekend Premium
    - (vi) Article 31 - Special Leave - except that Clause 31.02, Sub-Clauses (a), (b), (c) and (d) shall apply without pay
    - (vii) Article 32 - Parental Leaves – except that Clauses 32.01, 32.02 and 32.05 shall apply without pay

- (viii) Article 35 – Group Benefit Plans – except that Clause 35.05 shall apply
  - (ix) Article 36 - Long Term Disability
  - (x) Article 47 – Tuition Support for Employee, Spouse and Dependent Children – Clause 47.01
  - (xi) Article OP49 – Reduced Duties Leading to Retirement
- (d) All the terms and conditions in Part A (Common Provisions) and Part B (Operating Provisions) apply to Limited Term Employees, on a pro rata basis where applicable, except that the following Articles shall not apply:
- (i) Article OP22 – Reporting Pay
  - (ii) Article OP40 - Position Abolishment
  - (iii) Article OP44 - Rights on Transfer
  - (iv) Article OP49 – Reduced Duties Leading to Retirement
- (e) All the terms and conditions in Part A (Common Provisions) and Part B (Operating Provisions) apply to Temporary Full-time and Temporary Part-time Employees, on a pro rata basis where applicable, except that the following Articles shall not apply:
- (i) Article 17 – Probationary Employee and Period - except Clause 17.04 shall apply
  - (ii) Article OP22 – Reporting Pay
  - (iii) Article 30 - Sick Leave - except that Clause 30.03, Sub-Clause (a) shall apply
  - (iv) Article 31 - Special Leave - except that Clause 31.02, Sub-Clause (b) shall apply
  - (v) Article 32 - Parental Leaves
  - (vi) Article 35 - Group Benefit Plans
  - (vii) Article 36 - Long Term Disability
  - (viii) Article 37 - Workers' Compensation Supplement

- (ix) Article OP39 - Layoffs
  - (x) Article OP40 - Position Abolishment
  - (xi) Article 41 - Training and Upgrading
  - (xii) Article 42 – Job Opportunities
  - (xiii) Article OP44 - Rights on Transfer
  - (xiv) Article 47 – Tuition Support for Employee, Spouse and Dependent Children
  - (xv) Article OP49 – Reduced Duties Leading to Retirement
  - (ix) Article 52 - Uniforms and Protective Clothing Clause 52.01
- (f) All the terms and conditions in Part A (Common Provisions) and Part B (Operating Provisions) apply to Temporary Relief Employees, except that the following Articles shall not apply:
- (i) Article 17 – Probationary Employee and Period
  - (ii) Article OP22 – Reporting Pay
  - (iii) Article 31 – Special Leave - except that Clause 31.02, Sub-Clause (b) shall apply
  - (iv) Article 32 – Parental Leave
  - (v) Article 36 - Long Term Disability
  - (vi) Article 37 - Workers' Compensation Supplement
  - (vii) Article OP39 – Layoffs
  - (viii) Article OP40 - Position Abolishment
  - (ix) Article 41 – Training and Upgrading
  - (x) Article OP44 - Rights on Transfer
  - (xi) Article 47 – Tuition Support for Employee, Spouse and Dependent Children

- (xii) Article OP49 – Reduced Duties Leading to Retirement
  
- (g) All the terms and conditions in Part A (Common Provisions) and Part B (Operating Provisions) apply to Casual and Student Employees, on a pro rata basis where applicable, except the following Articles shall not apply:
  - (i) Article 17 – Probationary Employee and Period - except Clause 17.04 shall apply
  - (ii) Article OP18 - Hours of Work - Clause 18.04, Sub-Clause (a)
  - (iii) Article 20 - Call-Out Pay
  - (iv) Article 21 - Standby Pay
  - (v) Article 24 - Shift Differential
  - (vi) Article 25 - Weekend Premiums
  - (vii) Article 30 - Sick Leave
  - (viii) Article 31 - Special Leave - except that Clause 31.02, Sub-Clause (b) shall apply without pay
  - (ix) Article 32 - Parental Leave
  - (x) Article 35 - Group Benefit Plans
  - (xi) Article 36 - Long Term Disability
  - (xiv) Article 37 - Workers' Compensation Supplement
  - (xv) Article OP39 - Layoffs
  - (xvi) Article OP40 - Position Abolishment
  - (xvii) Article 41 - Training and Upgrading
  - (xviii) Article 42 - Job Opportunities
  - (xix) Article OP44 - Rights on Transfer
  - (xx) Article 47 – Tuition Support for Employee, Spouse and Dependent Children

(xxi) Article OP49 – Reduced Duties Leading to Retirement

(xxii) Article 52 - Uniforms and Protective Clothing Clause 52.01

OP2.03 It is recognized that Temporary, Casual and Student Employees fill an important and necessary function. It is also recognized that a stable workforce is desirable. Therefore, it is agreed that Positions, which are known to be of a regular or recurring nature, shall be filled with Regular or Sessional Employees.

### **ARTICLE OP18**

#### **Hours of Work**

OP18.01 The normal hours of work for Regular, Sessional, Temporary, Temporary Relief and Limited Term Full-time Employees shall be:

- (a) 35 hours per week and 7 hours per day, or
- (b) 37 1/2 hours per week and 7 1/2 hours per day, or
- (c) 40 hours per week and 8 hours per day (limited to those classifications requiring continuous shift operation).

The normal number of daily and weekly hours of work for Regular, Sessional, Temporary, Temporary Relief and Limited Term Full-time Employees shall remain unchanged during the term of this Agreement except as may be otherwise agreed by mutual consent.

OP18.02 The normal hours of work for a Part-time Employee (Regular, Sessional, Temporary, Temporary Relief and Limited Term) shall be established in the Letter of Offer of Employment. Any additional hours worked shall only be by mutual agreement.

OP18.03 The work week for Regular, Sessional, Temporary, Temporary Relief and Limited Term Full-time Employees shall consist of five (5) work days with two (2) consecutive days off. Where a change in schedule occurs or a rotating schedule is in effect, the weekly number of hours and days of work may be averaged over a nine (9) week period without payment of overtime, provided that the total hours worked over the period to which averaging applies does not exceed the total normal hours for that period.

- OP18.04 (a) The Board shall advise an Employee fourteen (14) calendar days in advance of a change in working schedule. The above shall apply except, in the case of an emergency, an Employee's requested shift change or a medical accommodation requiring a shift change. A changed schedule shall be considered to have started on the first (1<sup>st</sup>) day on which the daily or weekly working schedules differ from those of the former schedule. Where a change is made in the Employee's schedule with less than fourteen (14) calendar days' notice, the Employee shall be paid at time and one-half (1.5X) for the normal daily hours worked on the first day of the changed schedule.
- (b) Changes to shifts for Employees who normally work non-rotating shifts shall consider factors including volunteer requests, skills, qualifications, experience and personal circumstances. When these problem-solving efforts are not successful, seniority shall be the determining factor.
- (c) Recurring Part-time, Casual and Student Employees shall be given reasonable notice of shift changes and shifts shall not be withheld for arbitrary or unreasonable reasons.

OP18.05 The daily hours of work shall run consecutively except that at approximately the midpoint in the work day, a meal period of not less than one-half (1/2) hour, nor more than one and one-half (1 1/2) hours shall be granted to Full-time Employees other than those who are required by the nature of their duties to eat on the job. A meal period shall not be considered working time.

Meal periods shall be provided to Part-time Employees only in respect of scheduled shifts in excess of five (5) hours' duration.

OP18.06 A rest period of fifteen (15) minutes shall be permitted during each one-half working day of not less than three and one-half (3 1/2) hours' duration and shall be considered working time.

OP18.07 Employees shall, normally, have not less than ten (10) hours off between work periods except in the case of overtime work or as otherwise mutually agreed. The provisions of Clause 19.05 shall apply in respect of any hours worked which reduce this period.

In cases of emergency, the Board may authorize an Employee to work in excess of their normal hours without the required ten (10) hour break between shifts. If the overtime hours worked are equal to or greater than seven (7) hours and form a continuous and consecutive work period preceding the regularly scheduled shift, the payment at overtime rates as per Clause 19.05 will continue until the Employee takes the required ten (10) hour break period.

OP18.08 Notwithstanding any of the provisions of this Agreement which appear to the contrary, hours of work may be altered to accommodate variations such as the compressed work week or flextime provided that:

- (a) the terms of the variations are understood and agreed to by the Board and a clear majority of Employees involved.
- (b) the terms of the variations do not result in a reduction in salary or abrogate the time off contemplated under Clause 30.01, Sub-Clause (b) to the Employees involved.
- (c) overtime compensation and other benefits shall be adjusted in a fashion consistent with the variation so as to not increase eligibility for overtime compensation or extend such other benefits as may apply.
- (d) where flextime variations involve the accumulation of compensating time off based on the Employee's regular rates, credit for compensating time off earned will be given for days on which the full number of scheduled hours are worked or for days on which the Employee was absent for a period of less than one-half (1/2) the scheduled hours as a result of an authorized absence under Clause 30.01, Sub-Clause (b).

OP18.09 This Article shall not apply to an Employee while voluntarily participating in a training course, conference, or seminar.

## **ARTICLE OP22**

### **Reporting Pay**

OP22.01 Recurring Part-time, Casual and Student Employees shall be paid a minimum of three (3) hours pay at the Employee's hourly rate of pay when an expected work period is cancelled or shortened and the Employee was not notified of such cancellation or shortening prior to arriving for the cancelled work period.

OP22.02 A Sessional Grounds Employee who reports for a scheduled shift which is cancelled or shortened due to the inability to continue working because of inclement weather shall be paid a minimum of three (3) hours pay at the Employee's hourly rate of pay.

## ARTICLE OP29

### Vacations

OP29.01 The year (vacation year) on which normal annual vacation entitlements are based is defined as the period between Anniversary dates.

OP29.02 For the purpose of calculating vacation entitlements for periods of employment of less than one complete vacation year, vacation entitlement for part months of service will be prorated based on the amount of working days the Employee is employed in that month.

OP29.03 Vacation entitlement is not earned during leave of absence without pay beyond an accumulated maximum of twenty-two (22) working days in each employment year or beyond twenty-two (22) consecutive working days in respect to any one leave of absence which continues from one employment year to the next employment year.

The foregoing does not apply to leaves of absence granted under Article 9 - Time Off for Union Officers and Members.

OP29.04 Vacation entitlement is not earned during any absence because of sickness or injury, including injuries which are compensable under Workers' Compensation beyond an accumulated maximum of forty-four (44) working days in each employment year or beyond forty-four (44) consecutive working days in respect to any one illness which continues from one employment year to the next employment year.

OP29.05 Vacation With Pay Entitlement - Full-time Employees

(a) Three weeks - (15 Working Days) Vacation - An Employee shall accrue vacation entitlement at an average rate of one and one-quarter (1 1/4) working days for each full month worked during the vacation year.

(b) Four Weeks - (20 Working Days) Vacation - An Employee who has completed six (6) consecutive years of service shall accrue vacation entitlement at an average rate of one and two-thirds (1 2/3) working days for each full month worked during the vacation year.



- (c) Five Weeks - (25 Working Days) Vacation - An Employee who has completed eighteen (18) consecutive years of service shall accrue vacation entitlement at an average rate of two and eight one hundredths ( $2 \frac{8}{100}$ ) working days for each full month worked during the vacation year.

Effective January 1, 2016, Five Weeks - (25 Working Days) Vacation - An Employee who has completed sixteen (16) consecutive years of service shall accrue vacation entitlement at an average rate of two and eight one hundredths ( $2 \frac{8}{100}$ ) working days for each full month worked during the vacation year.

- (d) Six Weeks - (30 Working Days) Vacation - An Employee who has completed twenty-five (25) consecutive years of service shall accrue vacation entitlement at an average rate of two and one-half ( $2 \frac{1}{2}$ ) working days for each full month worked during the vacation year.

- (e) Vacation Upon Termination - Employees who terminate or who are terminated are granted pay instead of vacation entitlement as follows:

- (i) Less than six months' continuous service - 6% of regular earnings for the period of employment, minus pay for vacation entitlement already taken, if any.
- (ii) Six months' continuous service and over - Pay instead of vacation accrued but not taken in accordance with Sub-Clauses (a), (b), (c) or (d) of this Clause.

- (f) Supplementary Long-Service Vacation

An Employee shall accrue five (5) additional working days of vacation entitlement on a non-recurring basis upon completion of eight (8) consecutive years' service.

OP29.06 Vacation Entitlement - Part-time Employees

Part-time Employees will accrue vacation entitlement on the same basis as Full-time Employees but proportionate to their normal hours of work.

OP29.07 Vacation Pay - Recurring Part-time, Casual and Student Employees

- (a) 6% of regular earnings for the period of employment. Vacation pay shall be paid at the end of each pay period.

(b) Time off without pay will be approved for Employees, upon request, at a mutually agreed time, for up to three (3) weeks annually.

OP29.08 As far as is possible, Employees shall be granted their choice of vacation period, but the right to allot vacation periods is reserved by the Board in order to ensure efficient operations. An Employee shall not take vacation without prior authorization from the Board.

OP29.09 If one or more of the Paid Holidays listed in Article 28 - Paid Holidays (other than the Stampede ½ Day and Christmas Eve ½ Day Holiday) falls during an Employee's annual vacation period, the Board may authorize another day or days to be added to that vacation period.

OP29.10 The Board may authorize vacation based on the entitlement earned during the preceding vacation year to be either one continuous vacation period or separate vacation periods.

OP29.11 Once the Board has authorized a vacation period, such vacation period shall not be changed unless the Board and the Employee agree to a change in the vacation period. This provision will not apply in the event of an emergency recognized by the Board.

OP29.12 An Employee who becomes hospitalized for twenty-four (24) consecutive hours or more during a vacation period may cancel the remainder of the vacation and use Sick Leave provisions as outlined in Article 30. The Employee shall provide proof of hospitalization satisfactory to the Board.

OP29.13 An Employee, while on vacation, who becomes bereaved may cancel the remainder of the vacation or portion of the vacation. That Employee's bereavement entitlement remains as that defined in Article 31 - Special Leave. Those cancelled vacation days shall be rescheduled at a later time.

## ARTICLE OP38

### Seniority

OP38.01 Seniority shall be deemed to mean the length of continuous employment in the bargaining unit. Seniority is not accumulated during periods of layoff, or during unpaid leave(s) of absence (except those granted under Article 9 - Time Off for Union Officers and Members or Article 32 - Parental Leaves), beyond an accumulated maximum of twenty-two (22) working days in each employment year or beyond twenty-two (22) consecutive working days in respect to any one leave of absence which continues from one employment year to the next employment year.

An Employee's seniority shall be adjusted to reflect any period during which seniority is not accumulated.

OP38.02 When the seniority of an Employee is to be applied under Articles OP39 and OP40, Layoffs and Position Abolishment, the Employee's seniority shall be applied only in relation to the seniority of other Employees who are similarly defined under Article 1 - Interpretation, as:

Regular Full-time Employees, or  
Sessional Full-time Employees, or  
Regular Part-time Employees, or  
Sessional Part-time Employees, or  
Limited Term Full-time Employees, or  
Limited Term Part-time Employees, or  
Recurring Part-time Employees.

OP38.03 The seniority of an Employee shall be lost, and all rights forfeited and employment terminated and there shall be no obligation to rehire when an Employee:

- (a) resigns or otherwise voluntarily terminates employment;
- (b) is discharged for just cause or as a result of position abolishment;
- (c) fails to return to work at the end of a leave of absence, except where:
  - (i) before the end of the original leave an extension is requested and the need for the extension is verified and justified by the Employee, or
  - (ii) within fifteen (15) days following the end of the original leave, satisfactory explanation is provided for the failure to return to work;
- (d) is laid off for a period exceeding six (6) months;
- (e) fails to return to work within seven (7) days from time notice of recall is delivered to the Employee's last known address;
- (f) is retired;
- (g) Casual, Student or Recurring Part-time Employees who have not worked within a six (6) month period.

OP38.04 No seniority shall be acquired by Probationary Employees, Casual Employees, Temporary Employees, Temporary Relief Employees or Student Employees.

However, the seniority of Regular, Sessional, or Recurring Part-time Employees will be calculated retroactively to the date of commencement of their current period of employment where:

- (a) a Regular, Sessional, or Recurring Part-time Employee has completed the probationary period; or
- (b) the employment is contiguous and the status of a Temporary Full-time Employee or Temporary Relief Full-time Employee is changed to that of a Regular, or Sessional; or
- (c) the Employee's period of service with the Board as a Casual, Student, Temporary or Temporary Relief Employee has interruptions or breaks in service that were not longer than one (1) month and the service was in the same Position and Department.

An Employee's period of service may be counted in other circumstances as determined by the Board.

## ARTICLE OP39

### Layoffs

OP39.01 A layoff is a temporary separation from employment with anticipated future recall.

OP39.02 In the event of layoff a Regular, Sessional, Limited Term, or Recurring Part-time Employee shall be given three (3) weeks' notice or pay in lieu of notice prior to the layoff.

No Regular Full-time Employee shall be subject to a layoff of ten (10) work days or less in duration.

OP39.03 The requirement to provide notice of layoff shall not apply in the event of a staff reduction caused by fire, flood, earthquake, or other natural disasters, work stoppage or similar circumstance, requiring immediate closure of all or part of the University.

OP39.04 Layoff notice shall not be required for Probationary Employees.

- OP39.05 An Employee who is absent because of Vacation, Sick Leave or Long Term Disability, or who is in receipt of Workers' Compensation, or who is on a Leave of Absence under Article 33 shall have no extraordinary rights under this Article and shall be subject to layoff on the same basis as other Employees.
- OP39.06 In determining the order of layoff or recall of Employees, seniority shall govern when other relevant factors are equal. The application of seniority under this Article shall relate only to Employees who are employed within the same Department and who are in the same Job Family and Phase.
- OP39.07 If a Regular, Sessional, or Recurring Part-time Employee with more than one (1) year of seniority is laid off and is not recalled within six (6) months from the date of layoff, the Employee shall be entitled to receive a payment in the amount shown in the Notice Schedule in Article OP40, Position Abolishment.

#### **ARTICLE OP40**

##### **Position Abolishment**

- OP40.01 Position abolishment occurs when the Board eliminates a Position occupied by a Regular, Sessional Employee, or Recurring Part-time Employee which it does not intend to re-establish in the foreseeable future. Position abolishment may occur for reasons that may include but are not limited to technological change, automation, contracting out, merger or dissolution of Departments and budgetary constraints.
- However, this Article shall not apply in the event of a support staff reduction caused by fire, flood, earthquake, or other natural disasters, work stoppage or similar circumstance, requiring immediate closure of all or part of the University.
- OP40.02 When a Position abolishment occurs which results in the discharge of a Regular Employee who has more than one (1) year of seniority, or of a Sessional or a Recurring Part-time Employee who has more than two (2) years of seniority, this Article will apply. Otherwise, two (2) weeks' notice, or pay in lieu of notice, of the Position abolishment will apply.
- OP40.03 The order of discharge or transfer of Regular, Sessional, or Recurring Part-time Employees shall be determined on the basis of seniority when other relevant factors are equal.

The application of seniority under this Article shall relate only to Regular, Sessional, or Recurring Part-time Employees. These Employees can only transfer within the same Department in the following order:

- (a) in the same Job Family and Phase; or
- (b) if applicable in the next lower level Phase; or
- (c) in the last previous Position held by the Employee.

#### Notice

OP40.04 The Employee will be given written notice of the Position abolishment or pay in lieu of notice according to the Notice Schedule below.

- (a) Upon request in writing at any time during the notice period, the Employee shall be paid the amount shown in the Notice Schedule less any pay at the regular rate received during the notice period. The Employee's employment and rights under this Agreement shall end on the date the above request is made; or
- (b) The Employee shall be discharged from employment at the end of the notice period, unless otherwise directed by the Board.

#### Redeployment

OP40.05 During the notice period, the Employee shall be eligible for redeployment as set out in the following provisions:

- (a) An Employee who has received notice of Position Abolishment shall be eligible for transfer to a Position that becomes available after commencement of the notice period for which the Employee has the qualifications and abilities to perform the work and assume the responsibilities. The Employer shall continue to advise such Employees of any vacant or available positions during the redeployment period. The abolished Employee shall be given preferential consideration over other candidates for a Position provided they make application for it within seven (7) calendar days of the Position becoming available.
- (b) In-service training will be provided where it is feasible.
- (c) During the notice period, the Board may direct an Employee not to report for work, however, the Employee will retain the rights provided in Clause 40.04, Sub-Clause (a), and Clause 40.05, Sub-Clauses (a) and (b).

(d) An Employee will be granted reasonable time off with pay to attend job interviews and/or career counselling sessions with Human Resources.

OP40.06 Throughout the application of this Article, an Employee placed into a Position, which has a maximum salary rate less than the salary rate being paid on the date of Position Abolishment, shall have the salary rate maintained until:

(a) the new maximum salary rate equals or surpasses the Employee's existing salary rate, or

(b) the Employee is offered a Position at an equal or higher salary rate, or

(c) the Employee voluntarily accepts another Position at a lower salary rate.

OP40.07 If an Employee refuses to accept the Position for which the Employee has applied and has been selected, all rights to the provisions of this Article are forfeited from the date of such refusal. An Employee may withdraw from the limited competition at any time before the selection has been made.

OP40.08 An Employee who is absent because of Article OP29 - Vacation, Article 30 - Sick Leave or Article 36 - Long Term Disability, or who is in receipt of Workers' Compensation, or who is on a Leave of Absence under Article 33, shall have no extraordinary rights under this Article and shall be subject to Position Abolishment on the same basis as other Employees.

OP40.09 Notwithstanding the foregoing Clauses, in unusual or extenuating circumstances, the Board may offer or agree to pay a severance allowance in the amount shown in the Notice Schedule below to one or more Employees. Voluntary terminations with severance must be agreed between the Human Resources Department, representing the Board, and the Union.

If an Employee accepts a severance allowance, the Employee will be considered to have terminated employment and to have waived eligibility for rights under this Article.

OP40.10 An Employee who is on Redeployment and accepts a Temporary assignment shall have their notice period extended by the length of the Temporary assignment.

### Notice Schedule

<u>Seniority</u> <u>(when equal to or more than)</u>	<u>Notice</u> <u>(or pay in lieu)</u>
1 year	4 weeks
2 years	7 weeks
3 years	9 weeks
4 years	11 weeks
5 years	15 weeks
6 years	20 weeks
7 years	22 weeks
8 years	24 weeks
9 years	26 weeks
10 years	30 weeks
11 years	33 weeks
12 years	35 weeks
13 years	37 weeks
14 years	39 weeks
15 years	41 weeks
16 years	43 weeks
17 years	46 weeks
18 years	48 weeks
19 years	50 weeks
20 years	52 weeks

### ARTICLE OP43

#### Promotions

- OP43.01 An Employee who accepts a new Position, where the majority of the duties and responsibilities have changed, within the same Job Family and Phase shall be granted at minimum an increase in salary consisting of one (1) full increment in accordance with Clause 45.02.
- OP43.02 An Employee who accepts a Position within a Job Family and/or Phase having a Maximum Salary which is greater than the Maximum Salary of the Employee's current Phase of their current Job Family, shall be granted at minimum a promotional increase in salary consisting of one (1) full increment in accordance with Clause 45.02 or the difference between the Employee's Basic Salary Rate and the Minimum of the new Phase or Job Family, whichever is greater.



OP43.03 A promotional increase shall not be deemed an increment for the purposes of proration under Clause 45.02, Sub-Clause (a)(i).

#### **ARTICLE OP44**

##### **Rights on Transfer**

OP44.01 A Regular, Sessional, **or** Recurring Part-time Employee who has completed the probationary period and who is promoted or transferred to another Position other than at the Employee's own request, and within a three (3) month trial period is found to be unsuitable, will be returned to the former Position, if available, or to another Position for which the Employee is qualified, at the Employee's former salary.

OP44.02 An Employee who has completed the probationary period and who requests and is then promoted or transferred to another Position and within a three (3) month trial period is found to be unsuitable will be offered:

- (a) return to the former Position; or
- (b) another Position for which the Employee possesses the necessary qualifications;

provided that such a Position is available. Consultation with the employee on position availability and options will occur.

If a Position is not available, the Employee shall be eligible for the rights under Article OP40, Position Abolishment.

OP44.03 At least five (5) work days prior to the trial period end date, the Board may seek one (1) extension of the trial period to a maximum of three (3) months. Where the Board is seeking an extension, the Employee will be provided with a written overview of performance requirements identifying areas for improvement and a written copy of the request that was sent to the Union. The trial period may be extended by mutual agreement between the Union and the Employer. Written notice of the decision shall be provided to the Employee by the trial period end date.

#### **ARTICLE OP49**

##### **Reduced Duties Leading to Retirement**

OP49.01 There is no mandatory retirement age at the University. The absence of a mandatory retirement age makes it difficult to forecast requirements and make budgetary and staffing plans.

Employees have indicated interest in a program through which their hours of work can be reduced as they approach a retirement date.

This agreement has been reached to facilitate planning and accommodate requests for reduced duties leading to retirement for Regular and Sessional Employees.

OP49.02 For the period immediately preceding retirement, the Employee can apply for reduced hours of work. The reduced assignment of duties shall be one of the following options:

<b>Option</b>	<b>Extent of Reduced Duties</b>	<b>Maximum Duration</b>	<b>Basis of Salary</b>
A	50% of regular hours (50% LWOP)	2 years	50% salary
B	60% of regular hours (40% LWOP)	2.5 years	60% salary
C	80% of regular hours (20% LWOP) AND 60% of regular hours (40% LWOP)	3 years	80% salary
		1 year	60% salary

OP49.03 During the period of reduced hours of work, provided that the Employee elects to continue coverage, the Board shall pay the full Employer's share of required premium contributions for the following benefit plans as if the Employee were on full pay: Group Life, Long Term Disability, Extended Health Care, Dental Care, and Alberta Health Care. This paragraph shall apply notwithstanding the provisions of Clauses 35.03 and 35.04.

OP49.04 Salary will be reduced commensurate with the reduction in hours of work. In most cases, however, the Employee can elect to establish the years with reduced hours as full years of pensionable service, with the University contributing both the required Board's share and the Employee's share of the pension contributions on the amount of salary not being received (leave without pay).

OP49.05 Except as noted in Clause 49.04 above, the provisions of Article 33 - Leave of Absence, respecting applications for leave will apply to arrangements for reduced hours of work pursuant to this Article.

OP49.06 An Employee wishing to participate in the program must propose a retirement date. The Employee must be eligible to retire on the proposed date (i.e. be 55 years of age with sufficient pensionable service).

OP49.07 The program is considered a leave, subject to the usual provisions. Each case will require approval by the Dean, Department Head or equivalent and Human Resources. Once a leave agreement is concluded, it becomes binding on the Employee and the Board.

OP49.08 Once a leave agreement for reduced hours of work and election to retire is approved by the Board pursuant to this Article, the agreement cannot be amended or rescinded except by mutual agreement between the Parties to this Article.

LETTER OF UNDERSTANDING OP#1

BETWEEN

THE GOVERNORS OF THE UNIVERSITY OF CALGARY

AND

LOCAL 052 OF THE ALBERTA UNION OF PROVINCIAL EMPLOYEES

**Re: Work Assignments Involving Hours of Work of an Irregular or Uncontrolled Nature  
for Recruiters**

Notwithstanding Clause OP 2.02 of this Agreement, certain Employees employed in Positions in which travel is required as part of the normal duties of the position shall not be entitled to the provisions of Clause 28.05 and Article OP 18 - Hours of Work, Article 19 - Overtime and Article 20 - Call-out Pay in respect to special and unique work assignments involving hours of work which are of an irregular or uncontrolled nature. In such cases, after consultation between the Union and the Board, Employees shall be compensated at straight time for work performed on paid holidays and for work performed during hours of work which are in excess of normal hours of work and which are authorized by the Board.

Employees described above are covered by all relevant provisions of the Collective Agreement pertaining to paid holidays, hours of work, overtime and call-out pay. However, due to the nature of their jobs, persons in those Positions may be required to perform work assignments involving hours of work, which are of an irregular or uncontrolled nature. It is in respect only to such assignments that the provisions of this Letter apply.

The words "irregular or uncontrolled" are intended to reflect situations in which the hours of work are determined to a significant degree by the Employee involved or by the unusual nature of the task itself. Such assignments generally are not amenable to regular hours of work or routine scheduling. They are usually specific in nature and occur on an intermittent basis. They may include such activities as "off-hours" travel and "off-hours" tasks or functions, which involve events that cannot be scheduled to occur at a particular time and/or place.

The foregoing examples are not exhaustive, but they are illustrative of the nature of the assignments involved.

All hours banked by Employees in the application of this Letter of Understanding shall be used within six (6) months of the date they were earned.

ON BEHALF OF THE BOARD

ON BEHALF OF THE UNION

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

LETTER OF UNDERSTANDING #OP2

BETWEEN

THE GOVERNORS OF THE UNIVERSITY OF CALGARY

AND

LOCAL 052 OF THE ALBERTA UNION OF PROVINCIAL EMPLOYEES

**Re: Work Assignments Involving Hours of Work of an Irregular or Uncontrolled Nature  
for Residence Life Coordinators**

Notwithstanding Clause OP 2.02 of this Agreement, certain Employees employed in Positions in which the incumbent is required to live in University accommodation shall not be entitled to the provisions of Clause 28.05 and Article OP 18 - Hours of Work, Article 19 - Overtime and Article 20 - Call-out Pay in respect to special and unique work assignments involving hours of work which are of an irregular or uncontrolled nature. In such cases, after consultation between the Union and the Board, Employees shall be compensated at straight time for work performed on paid holidays and for work performed during hours of work which are in excess of normal hours of work and which are authorized by the Board.

Employees described above are covered by all relevant provisions of the Collective Agreement pertaining to paid holidays, hours of work, overtime and call-out pay. However, due to the nature of their jobs, persons in those Positions may be required to perform work assignments involving hours of work, which are of an irregular or uncontrolled nature. It is in respect only to such assignments that the provisions of this Letter apply.

The words "irregular or uncontrolled" are intended to reflect situations in which the hours of work are determined to a significant degree by the Employee involved or by the unusual nature of the task itself. Such assignments generally are not amenable to regular hours of work or routine scheduling. They are usually specific in nature and occur on an intermittent basis. They may include such activities as "off-hours" tasks or functions necessitating "live-in" attendance at University facilities, which involve events that cannot be scheduled to occur at a particular time and/or place.

The foregoing examples are not exhaustive, but they are illustrative of the nature of the assignments involved.

ON BEHALF OF THE BOARD

ON BEHALF OF THE UNION

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

LETTER OF UNDERSTANDING #OP3

BETWEEN

THE GOVERNORS OF THE UNIVERSITY OF CALGARY

AND

LOCAL 052 OF THE ALBERTA UNION OF PROVINCIAL EMPLOYEES

**Re: Work Assignments Involving Hours of Work of an Irregular or Uncontrolled Nature for University Theatre Services and Department of Drama**

Within forty-five (45) days of the ratification of the Collective Agreement the Parties will convene a committee to review the application of the current Letter of Understanding Re: Work Assignments Involving Hours of Work of an Irregular or Uncontrolled Nature for the University Theatre Service and Department of Drama.

The committee shall have equal representation of each party.

The Committee will review current practices and the Collective Agreement to create a new Letter of Understanding. Where the Parties cannot reach consensus on a new Letter of Understanding the matter will be referred to a mutually agreed upon third party.

The Committee shall complete the review within 120 days of the Committee convening. The Board shall implement the new Letter of understanding within a further 60 days.

Current practices Re: Work Assignments Involving Hours of Work of an Irregular or Uncontrolled Nature for the University Theatre Service and Department of Drama will remain in place until the new Letter of Understanding is implemented.

The time lines in this Letter of Understanding may be adjusted by mutual agreement between the Parties.

ON BEHALF OF THE BOARD

ON BEHALF OF THE UNION

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_



LETTER OF UNDERSTANDING #OP4

BETWEEN

THE GOVERNORS OF THE UNIVERSITY OF CALGARY

AND

LOCAL 052 OF THE ALBERTA UNION OF PROVINCIAL EMPLOYEES

**Re: Campus Security Officers - Hours of Work**

As of July 20, 1999, the normal hours of work for employees employed as Security Officers were established to be 8 hours per day, however:

The Parties agree that scheduling the Officers for a twelve (12) hour shift is mutually beneficial. The Campus Security Office is a twenty-four (24) hour per day, three hundred and sixty-five (365) day per year operation and twelve (12) hour rotating shifts assists in promoting a healthy lifestyle and family life for all Officers. This change in hours of work is not intended to expand the benefits or other terms and conditions of employment of the Collective Agreement for the Security Officers. The following are guidelines for administering the twelve (12) hour rotating shifts:

1. The shifts are based on the 24-hour clock.
2. The normal Full-time hours of work for all Security Officers will be a 12-hour shift.
3. Full-time Security Officers will work a rotating twelve (12) hour day and night schedule of four (4) days and four (4) nights, either days or nights alternating with scheduled time off within a six (6) week period to form the work cycle. This is to be averaged to a forty (40) hour work week over a six (6) week period. When Officers are scheduled for a total of twenty (20) shifts within the six (6) week period, the average is forty (40) hours per week. When the schedule totals twenty-one (21) shifts within the six (6) week period, they will get one (1) regular day scheduled 'off'. When the schedule totals twenty-two (22) shifts within the six (6) week period, they will get two (2) regular days scheduled 'off'. When the schedule totals twenty-three (23) shifts within the six (6) week period, they will get three (3) regular days scheduled 'off'. These regular days scheduled 'off' shall be referred to as 'six week days'.
4. In order to calculate the monthly maximum salary for the Campus Security Officers, and in recognition of the variable hours worked, the monthly maximum salary will be calculated as the normal hours per day (8) divided by the standard hours for the job family (7.0) multiplied by the monthly maximum salary (Schedule A).

5. For the purposes of administering Article 31 - Special Leave. A 'work day' is based on a twelve (12) hour shift (except for Regular and Sessional Part-time Employees whereby their 'work day' will be their normal hours of work).
6. For the purposes of administering Article 28 – Paid Holidays, Security Officers working the rotating twelve (12) hour shifts will be compensated for a Paid Holiday on the day on which the Paid Holiday actually occurred and not on a day-in-lieu for a Paid Holiday.
7. For the purposes of administering vacation and sick leave, both will be based on 'hours of work' – not 'work days' (i.e. coded as 12 hours 'sick leave').
8. Current practice for Acting Incumbency Premiums –Article 26 (as of March 31, 2008) shall remain.
9. For Full-time Officers, hours worked in excess of a 12-hour shift will be considered overtime as per Article 19. For Part-time Officers, hours worked in excess of eight (8) hours per day or more than forty (40) hours per week will be considered overtime as per Article 19.
10. Every attempt will be made to accommodate the use of 'six week days' within the six (6) week period in which they were earned. However, for the purposes of meeting operational needs, Officers may be required to carry over a 'six week day' into a subsequent six (6) week period. The Board, although having the final decision, shall endeavor to grant the use of the 'six week day' with mutual agreement of the Officer. Such 'six week day carryover' will be recorded as 'flex', to a maximum of twelve (12) hours at any given time. This maximum may be exceeded only in extenuating circumstances with the approval of the Board.

ON BEHALF OF THE BOARD

ON BEHALF OF THE UNION

\_\_\_\_\_  
 \_\_\_\_\_

\_\_\_\_\_  
 \_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

LETTER OF UNDERSTANDING #OP5

BETWEEN

THE GOVERNORS OF THE UNIVERSITY OF CALGARY

AND

LOCAL 052 OF THE ALBERTA UNION OF PROVINCIAL EMPLOYEES

**Re: Central Heating and Cooling Plant Shift Engineers - Hours of Work**

As of July 20, 1999, the normal hours of work for employees employed as Shift Engineers were established to be 8 hours per day, however: The Parties agree that the operation of the Central Heating and Cooling Plant is a twenty-four (24) hour per day, three hundred and sixty-five (365) day per year operation according to the Alberta Boilers Safety Association Regulations, and that in order to operate the Plant effectively it is beneficial to both the Employees and to the Board to operate on a variety of rotating shifts. This change in hours of work is not intended to expand the benefits or other terms and conditions of employment of the Collective Agreement for Shift Engineers. The following are guidelines for administering the shifts:

1. The shifts are based on the 24 hour clock.
2. The normal Full-time hours of work for all Shift Engineers will be twelve (12) hours.
3. Days on which Shift Engineers may be scheduled to work are Monday, Tuesday, Wednesday, Thursday, Friday, Saturday, Sunday, which are defined as "work days" for the purposes of this Letter of Understanding.
4. For the purposes of effective operation of the Plant, Shift Engineers can be scheduled, with proper notice, to work 12- or 8- hour shifts to maintain coverage and to meet requirements for days of rest.
5. In order to calculate the monthly maximum salary for the Shift Engineers, and in recognition of the variable hours worked, the monthly maximum salary will be calculated as the normal hours per day (8) divided by the standard hours for the job family (7.5) multiplied by the monthly maximum salary (Schedule A).
6. For the purposes of administration, Article OP 29 - Vacation, Article 30 - Sick Leave and Article 37 - Workers' Compensation Supplement, will be based on scheduled hours of work.
7. For the purposes of administering Article 31 - Special Leave a 'work day' is based on a twelve (12) hour shift.

- 8. For the purposes of administering Article 28 - Paid Holidays, Shift Engineers will be compensated for a Paid Holiday on the day on which the Paid Holiday actually occurred and not on a day-in-lieu for a Paid Holiday.
  
- 9. For the purposes of administering Article 19 - Overtime, any hours worked over twelve (12) hours on a normally scheduled shift will be considered to be overtime and will be compensated as per Article 19.

ON BEHALF OF THE BOARD

ON BEHALF OF THE UNION

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

LETTER OF UNDERSTANDING #OP6

BETWEEN

THE GOVERNORS OF THE UNIVERSITY OF CALGARY

AND

LOCAL 052 OF THE ALBERTA UNION OF PROVINCIAL EMPLOYEES

**Re: Hotel Alma operated by Residence and Ancillary Services**

The Parties agree that the operation of Hotel Alma is a unique business venture and with that consideration must be given to the nature of the 24 hour 365 day per year continuous shift operation. Recognizing that it is beneficial to both the Employees and the Board to operate on a variety of shifts, this change in hours of work is not intended to expand the benefits or other terms or conditions of employment of the Collective Agreement.

To ensure alignment and consistency with the Hospitality Industry, the Parties agree that:

Due to the nature of the operations, Employees may be required to perform work assignments involving hours of work, which are of an unpredictable nature. Notwithstanding Clause OP 2.02 of this agreement, the following are the guidelines for administering the shifts of Employees at Hotel Alma:

1. The front desk and housekeeping positions are based on the 24-hour clock. The sales and administrative staff positions are based on a 7 hour work day.
2. The normal full-time hours of work for the front desk and housekeeping positions will exceed the normal hours of work for the Job Family and Phase. All other Employee types will work the normal hours of their Job Family and Phase.
3. In order to calculate the monthly maximum salary for the Employees of Hotel Alma and in recognition of the variable hours worked, the monthly maximum salary will be calculated as the normal hours per day divided by the standard hours for the Job Family multiplied by the monthly maximum salary (Schedule "A").
4. Days on which Employees may be scheduled to work are Monday, Tuesday, Wednesday, Thursday, Friday, Saturday and Sunday which are defined as "work days" for the purpose of this Letter of Understanding.
5. Clause 18.05 shall not apply.

6. Notwithstanding Clause 18.08, the minimum hours off between work periods for Hotel Alma Employees shall be eight (8) hours.

ON BEHALF OF THE BOARD

ON BEHALF OF THE UNION

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

LETTER OF UNDERSTANDING #OP7

BETWEEN

THE GOVERNORS OF THE UNIVERSITY OF CALGARY

AND

LOCAL 052 OF THE ALBERTA UNION OF PROVINCIAL EMPLOYEES

**Re: Organizational Units**

The Board and the Union agree that the following list represents the current organizational units as defined by Clause 1.01 sub-clause (f). These units are defined with respect to the application of seniority within Departments in Articles OP38, OP39, and OP40.

The Board and the Union recognize the Employer's need to reorganize its' Departments for the purposes of organizational efficiency from time-to-time resulting in amendments to the current list.

The Board and Union agree to work together to amend the list as required. Failing agreement, the final determination may be resolved by a mutually agreed to third party.

The current list is as follows:

## ORGANIZATIONAL UNITS

### ARTS: Faculty of

1. University Theatre Services, Dept. of Drama and Dept. of Art (all technical staff)
2. Dept. Geography (all technical Staff)
3. Dean's Office and administrative staff from University Theatre Services
4. Academic Departments (excluding those in Operational Unit #1 and #2)

### AUDIT SERVICES

5. All programs

### CONTINUING EDUCATION

6. All programs

### DEVELOPMENT OFFICE

7. All programs

### EDUCATION: Faculty of

8. Division of Teacher Preparation
9. Office of the Dean

### ENGINEERING (SCHULICH SCHOOL of ENGINEERING)

10. Engineering Dean's Office (including: Common Programme, CCIT, Engineering Academic)
11. Faculty Services
12. Dept. of Chemical & Petroleum Engineering
13. Dept. of Civil Engineering
14. Dept. of Geomatics Engineering
15. Dept. of Electrical & Computer Engineering
16. Dept. of Mechanical Engineering
17. Engineering Internship Program

### ENVIRONMENTAL DESIGN: Faculty of

18. All programs

### EXECUTIVE SUITE

19. All programs
20. School of Public Policy

### UNIVERSITY RELATIONS

21. All programs

### FACILITIES MANAGEMENT & DEVELOPMENT

22. Facilities Management
23. Office of Sustainability
24. Facilities Development

### FINANCIAL SERVICES

25. All Programs

### GRADUATE STUDIES: Faculty of

26. All programs

### HASKAYNE SCHOOL of BUSINESS

27. All programs

### INFORMATION TECHNOLOGIES

28. Infrastructure Services
29. Application Development
30. Middleware Management



31. Client Services

32. Academic Service

INSTITUTE for SUSTAINABLE ENERGY, ENVIRONMENT & ECONOMY (ISEEE)

33. All programs

KINESIOLOGY: Faculty of

34. Faculty of Kinesiology

35. Active Living

36. Athletics & Recreation

37. Olympic Oval

38. Sports Medicine

LAW: Faculty of

39. All Programs

LIBRARIES & CULTURAL RESOURCES

40. All programs

MEDICINE: Faculty of

41. Administration Services

42. Central Administrative Support

43. Institutes & Centres

44. Education

45. Health Services

46. Animal Resource Centre

NURSING: Faculty of

47. All programs

OFFICE of INSTITUTIONAL ANALYSIS

48. All programs

RESEARCH SERVICES

49. Research Services

50. Animal Health Unit

51. Calgary Institute for the Humanities

52. Environmental Research Centre

RESIDENCE & ANCILLARY SERVICES

53. All programs

RISK MANAGEMENT, ENVIRONMENTAL HEALTH & SAFETY, SECURITY

54. All programs

SCIENCE: Faculty of

55. Dean's Office & Institutes

56. Biological Sciences

57. Chemistry

58. Computer Science

59. Geo-science

60. Mathematics & Statistics

61. Physics & Astronomy

SENATE

62. All programs

SOCIAL WORK: Faculty of

63. All programs

STUDENT & ENROLLMENT SERVICES

- 64. Enrollment Services
- 65. Student Success and Learning Support Services
- 66. SU Wellness Centre

SUPPLY CHAIN MANAGEMENT

- 67. All programs

TEACHING & LEARNING CENTRE

- 68. All programs

UC INTERNATIONAL

- 69. All programs
- 70. Faculty of Nursing – Qatar

VETERINARY MEDICINE: Faculty of

- 71. All programs

ON BEHALF OF THE BOARD

ON BEHALF OF THE UNION

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

LETTER OF UNDERSTANDING #OP8

BETWEEN

THE GOVERNORS OF THE UNIVERSITY OF CALGARY

AND

LOCAL 052 OF THE ALBERTA UNION OF PROVINCIAL EMPLOYEES

**Re: Standardized Patients – Cumming School of Medicine, Med Skills**

1. By virtue of this Letter of Understanding, Standardized Patients will be treated as Employees of the Board of the University, falling within the scope of the bargaining unit. Standardized Patients have been classified as Specialist Advisors, Level One.
2. Employees identified as Standardized Patients will include Employees who are performing work as:
  - (a) Communication Patient;
  - (b) Physical Examination Patient;
  - (c) Objective Structured Clinical Examination (OSCE) Patient;
  - (d) Lecture Hall Patient;
  - (e) Well Man or Well Woman.
3. All terms and conditions as outlined within the Collective Agreement for Casual Employees will apply to Standardized Patients except as modified by this Letter of Understanding. As part of the transition to Employees of the Board of Governors of the University of Calgary, the Employer agrees to commence a review of the status of the Casual Employees and should the need develop to change the status of the Standardized Patients, the Union and the Employer will have further discussion around appropriate status.
4. Hours of work for Standardized Patients will vary depending on Department/Faculty requirements.
5. Standardized Patients working as “Well Man or Well Woman” will receive a premium of \$52.96 per hour in addition to their regular hourly rate.

6. Paid parking will be provided to Standardized Patient exclusively on a without prejudice basis for the duration of this Collective Agreement.

ON BEHALF OF THE BOARD

ON BEHALF OF THE UNION

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

# PART C

## FIXED-TERM PROVISIONS



AND



## LOCAL 052

## ARTICLE FT2

### Application of Agreement

- FT2.01 Pay schedules and working conditions under Part A (Common Provisions) and Part C (Fixed-term Provisions) of this Agreement shall not be changed after its effective date without agreement of the Parties.
- FT2.02 Except as otherwise provided within this Agreement, the application of the terms and conditions under Part A (Common Provisions) and Part C (Fixed-term Provisions) of this Agreement shall be as follows:
- (a) All the terms and conditions in Part A (Common Provisions) and Part C (Fixed-term Provisions) of the Agreement apply to Regular Full-time Employees.
  - (b) All the terms and conditions in Part A (Common Provisions) and Part C (Fixed-term Provisions) apply to Regular Part-time Employees, on a pro rata basis where applicable.
  - (c) All the terms and conditions in Part A (Common Provisions) and Part C (Fixed-term Provisions) apply to Recurring Part-time Employees, on a pro rata basis where applicable, except that the following Articles shall not apply:
    - (i) Article FT18 – Hours of Work – Clause FT18.01, Sub-Clause (c)
    - (ii) Article 20 - Call-Out Pay
    - (iii) Article 21 - Standby Pay
    - (iv) Article 24 - Shift Differential
    - (v) Article 25 - Weekend Premium
    - (vi) Article 31 - Special Leave - except that Clause 31.02, Sub-Clauses (a), (b), (c) and (d) shall apply without pay
    - (vii) Article 32 - Parental Leaves – except that Clauses 32.01, 32.02 and 32.05 shall apply without pay
    - (viii) Article 35 – Group Benefit Plans – except that Clause 35.05 shall apply

- (ix) Article 36 - Long Term Disability
- (x) Article 47 – Tuition Support for Employee, Spouse and Dependent Children – Clause 47.01
  
- (d) All the terms and conditions in Part A (Common Provisions) and Part C (Fixed-term Provisions) apply to Casual and Student Employees, on a pro rata basis where applicable, except the following Articles shall not apply:
  - (i) Article 17 – Probationary Employee and Period - except Clause 17.04 shall apply
  - (ii) Article FT18 – Hours of Work – Clause FT18.01, Sub-Clause (c)
  - (iii) Article 20 - Call-Out Pay
  - (iv) Article 21 - Standby Pay
  - (v) Article 24 - Shift Differential
  - (vi) Article 25 - Weekend Premiums
  - (vii) Article 30 - Sick Leave
  - (viii) Article 31 - Special Leave - except that Clause 31.02, Sub-Clause (b) shall apply without pay
  - (ix) Article 32 - Parental Leave
  - (xii) Article 35 - Group Benefit Plans
  - (xiii) Article 36 - Long Term Disability
  - (xxiii) Article 37 - Workers' Compensation Supplement
  - (xxiv) Article FT40 – Termination of Appointment
  - (xxv) Article 41 - Training and Upgrading
  - (xxvi) Article 42 - Job Opportunities
  - (xxvii) Article 47 – Tuition Support for Employee, Spouse and Dependent Children
  - (xxviii) Article 52 - Uniforms and Protective Clothing – Clause 52.01

FT2.03 It is recognized that Casual and Student Employees fill an important and necessary function. It is also recognized that a stable workforce is desirable. Therefore, it is agreed that Positions, which are known to be of a regular or recurring nature, shall be filled with a Regular Employee.

## **ARTICLE FT18**

### **Hours of Work**

FT18.01 The normal hours of work for Full-time Employees shall be:

- (a) Dependent on the hours of work of the Job Family in which the employee is placed, the regular work day will be:
  - (i) 7 hours; or
  - (ii) 7.5 hours
- (b) Dependent on the hours of work of the Job Family in which the employee is placed, the regular work week will be:
  - (i) 35 hours; or
  - (ii) 37.5 hours
- (c) A regular work week will consist of five (5) days with two (2) consecutive days off.
- (d) Temporary changes to an Employee's start time, work day or work week are permitted for research or operational requirements. Unless mutually agreed to between the Employee and the Trustholder or designee, a permanent change to an Employee's schedule requires that the Employee be provided with seven (7) calendar days' written notice of the change.
- (e) Modified work days (e.g., split shifts) or work weeks are acceptable by agreement between the Employee and the Trustholder or designee provided that the hours worked will be, on average, equivalent to that which the Employee would have worked under Clause FT18.01, Sub-Clauses (a) or (b) above.
- (f) When, on an ongoing basis, operational requirements necessitate irregular hours outside of the provisions of Clause FT18.01, Sub-Clauses (a) and (b) above, and the Employee and Trustholder or designee agree, the Trustholder or designee will submit the agreed work schedule to Human Resources for the area and the Local, for approval. Approval will not be unreasonably withheld. A Trustholder or designee and Employee who fails to receive approval within ten working days may implement the agreed upon schedule.



FT18.02 The daily hours of work shall run consecutively except that at approximately the midpoint in the work day, a meal period of not less than one-half (1/2) hour, nor more than one and one-half (1 1/2) hours shall be granted to Full-time Employees other than those who are required by the nature of their duties to eat on the job. A meal period shall not be considered working time.

Meal periods shall be provided to Part-time Employees only in respect of scheduled shifts in excess of five (5) hours' duration.

FT18.03 A rest period of fifteen (15) minutes shall be permitted during each one-half working day of not less than three and one-half (3 1/2) hours' duration and shall be considered working time.

FT18.04 Employees shall normally have not less than ten (10) hours off between work periods except in the case of overtime work or as otherwise mutually agreed.

## **ARTICLE FT29**

### **Vacations**

FT29.01 The year (vacation year) on which normal annual vacation entitlements are based is defined as the period between Anniversary dates.

FT29.02 For the purpose of calculating vacation entitlements for periods of employment of less than one complete vacation year, vacation entitlement for part months of service will be prorated based on the amount of working days the Employee is employed in that month.

FT29.03 Vacation entitlement is not earned during leave of absence without pay beyond an accumulated maximum of twenty-two (22) working days in each employment year or beyond twenty-two (22) consecutive working days in respect to any one leave of absence which continues from one employment year to the next employment year.

The foregoing does not apply to leaves of absence granted under Article 9 - Time Off for Union Officers and Members.

FT29.04 Vacation entitlement is not earned during any absence because of sickness or injury, including injuries which are compensable under Workers' Compensation beyond an accumulated maximum of forty-four (44) working days in each employment year or beyond forty-four (44) consecutive working days in respect to any one illness which continues from one employment year to the next employment year.

## Vacation With Pay Entitlement - Full-time Employees

- (a) Three weeks - (15 Working Days) Vacation - An Employee shall accrue vacation entitlement at an average rate of one and one-quarter (1 1/4) working days for each full month worked during the vacation year.
- (b) Four Weeks - (20 Working Days) Vacation - An Employee who has completed six (6) consecutive years of service shall accrue vacation entitlement at an average rate of one and two-thirds (1 2/3) working days for each full month worked during the vacation year.
- (c) Five Weeks - (25 Working Days) Vacation - An Employee who has completed eighteen (18) consecutive years of service shall accrue vacation entitlement at an average rate of two and eight one hundredths (2 8/100) working days for each full month worked during the vacation year.

Effective January 1, 2016, Five Weeks - (25 Working Days) Vacation - An Employee who has completed sixteen (16) consecutive years of service shall accrue vacation entitlement at an average rate of two and eight one hundredths (2 8/100) working days for each full month worked during the vacation year.

- (d) Six Weeks - (30 Working Days) Vacation - An Employee who has completed twenty-five (25) consecutive years of service shall accrue vacation entitlement at an average rate of two and one-half (2 1/2) working days for each full month worked during the vacation year.
- (e) Vacation Upon Termination - Employees who terminate or who are terminated are granted pay instead of vacation entitlement as follows:
  - (i) Less than six months' continuous service - 6% of regular earnings for the period of employment, minus pay for vacation entitlement already taken, if any.
  - (ii) Six months' continuous service and over - Pay instead of vacation accrued but not taken in accordance with Sub-Clauses (a), (b), (c) or (d) of this Clause.

(f) Supplementary Long-Service Vacation

An Employee shall accrue five (5) additional working days of vacation entitlement on a non-recurring basis upon completion of eight (8) consecutive years' service.

FT29.06 Vacation Entitlement - Part-time Employees

Part-time Employees will accrue vacation entitlement on the same basis as Full- time Employees but proportionate to their normal hours of work.

FT29.07 Vacation Pay - Recurring Part-time, Casual and Student Employees

- (a) 6% of regular earnings for the period of employment. Vacation pay shall be paid at the end of each pay period.
- (b) Time off without pay will be approved for Employees, upon request, at a mutually agreed time, for up to three (3) weeks annually.

FT29.08 As far as possible, Employees shall be granted their choice of vacation period, but the right to allot vacation periods is reserved by the Board in order to ensure efficient operations. An Employee shall not take vacation without prior authorization from the Board.

FT29.09 If one or more of the Paid Holidays listed in Article 28 - Paid Holidays (other than the Stampede ½ Day and Christmas Eve ½ Day Holiday) falls during an Employee's annual vacation period, the Board may authorize another day or days to be added to that vacation period.

FT29.10 The Board may authorize vacation based on the entitlement earned during the preceding vacation year to be either one continuous vacation period or separate vacation periods.

FT29.11 Once the Board has authorized a vacation period, such vacation period shall not be changed unless the Board and the Employee agree to a change in the vacation period. This provision will not apply in the event of an emergency recognized by the Board.

FT29.12 An Employee who becomes hospitalized for twenty-four (24) consecutive hours or more during a vacation period may cancel the remainder of the vacation and use Sick Leave provisions as outlined in Article 30. The Employee shall provide proof of hospitalization satisfactory to the Board.

- FT29.13 An Employee, while on vacation, who becomes bereaved may cancel the remainder of the vacation or portion of the vacation. That Employee's bereavement entitlement remains as that defined in Article 31 - Special Leave. Those cancelled vacation days shall be rescheduled at a later time.
- FT29.14 (a) Any Employee, who negotiated vacation accrual greater than the schedule outlined in Clause FT29.05, will continue to accrue at their negotiated rate as of December 31, 2008 until such time as the negotiated rate is equivalent to the amount accrued in the agreed schedule in Clause FT29.05 or the Employee voluntarily accepts a new Fixed-term appointment or another position with the University. For those Employees currently accruing vacation rates higher than outlined in Clause FT29.05, Sub-Clause (f) shall not apply;
- (b) Any Employee who accrued vacation below the schedule outlined in Clause FT29.05 will earn as outlined in Clause FT29.05 effective January 1, 2009.

## **ARTICLE FT38**

### **Seniority**

- FT38.01 Seniority shall be deemed to mean the length of continuous employment in the Bargaining Unit with the Board. Seniority is not accumulated during unpaid leave(s) of absence (except those granted under Article 9 - Time Off for Union Officers and Members or Article 32 - Parental Leaves), beyond an accumulated maximum of twenty-two (22) working days in each employment year or beyond twenty-two (22) consecutive working days in respect to any one leave of absence which continues from one employment year to the next employment year.
- FT38.02 When an Employee leaves the employ of the University due to the termination of an appointment and within forty-five (45) days of such employment termination becomes re-employed at the University, they shall have their seniority date recognized to include all service prior to the date of the termination.
- FT38.03 An Employee's seniority shall be adjusted to reflect any period during which seniority is not accumulated.
- FT38.04 The seniority of an Employee shall be lost, and all rights forfeited and employment terminated and there shall be no obligation to rehire when an Employee:

- (a) resigns or otherwise voluntarily terminates employment;
- (b) is discharged for just cause;
- (c) concludes their Fixed-term appointment or the appointment is terminated, except as provided in Clause FT38.02;
- (d) fails to return to work at the end of a leave of absence, except where:
  - (i) before the end of the original leave an extension is requested and the need for the extension is verified and justified by the Employee, or
  - (ii) within fifteen (15) days following the end of the original leave, satisfactory explanation is provided for the failure to return to work;
  - (iii) is retired;
  - (iv) Casual, Student or Recurring Part-time Employees who have not worked within a six (6) month period.

FT38.05 No seniority shall be acquired by Probationary Employees, Casual Employees, or Student Employees.

However, the seniority of Regular or Recurring Part-time Employees will be calculated retroactively to the date of commencement of their current period of employment where:

- (a) they have completed the probationary period; or
- (b) the Employee's period of service with the Board as a Casual or Student, has interruptions or breaks in service that were not longer than one (1) month and the service was in the same Position and Department.

FT38.06 An Employee's period of service may be counted in other circumstances as determined by the Board.

**ARTICLE FT40**

**Termination of Appointment**

FT40.01 In the event that a Fixed-term appointment is ending prior to the original termination date of the employment contract, notification must be provided to the Fixed-term Employee in writing in accordance with the schedule outlined below except in the circumstance where the Employee's length of employment would result in a greater notice period than the length of the Fixed-term appointment, in which case the length of the appointment will serve as the notice period. In all other cases, the following notice schedule will apply:

**Notice Schedule**

<u>Seniority</u> <u>(when equal to or more than)</u>	<u>Working Notice</u> <u>(or pay in lieu)</u>
6 months – 2 years	2 weeks
2 – 4 years	4 weeks
4 – 6 years	8 weeks
6 – 8 years	10 weeks
8 – 10 years	12 weeks
10 or more years	16 weeks

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

ON BEHALF OF THE BOARD

ON BEHALF OF THE UNION

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
WITNESS

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_