

# COLLECTIVE AGREEMENT

- between -



Red Deer College

- and -

**CUPE** / *Canadian Union  
of Public Employees*

Local 1445

July 1, 2010 – June 30, 2012



Canadian Office & Professional Employees #491

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THIS AGREEMENT MADE THIS 17<sup>th</sup> DAY OF FEBRUARY, 2011.

**BETWEEN:**

**RED DEER COLLEGE  
RED DEER, ALBERTA  
(hereinafter called the "College")**

**PARTY OF THE FIRST PART**

**AND:**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 1445  
(hereinafter called the "Union")**

**PARTY OF THE SECOND PART**

**PREAMBLE**

The purpose and object of the Agreement is to:

- a) Maintain a harmonious and cooperative relationship between the College and the Employees covered by this Agreement.
- b) Recognize the mutual value of joint discussions and negotiations in matters relating to the conditions of employment.
- c) Promote the morale, well being and security of all Employees in the bargaining unit of the Union and work towards a peaceful and amicable settlement of any differences that may arise.
- d) Promote the quality of work life, health and wellness as an integral part of the culture.
- e) Promote an environment of diversity, exploration, transparency and dialogue.

In this Collective Agreement:

- a) The word Agreement shall refer to the Collective Agreement between the parties.

- b) Words importing the singular shall be deemed to include the plural and masculine shall be deemed to include the feminine, where the context so requires.
- c) Job description shall have the same meaning as position description.
- d) Chief Human Resources Officer means the Head of the Human Resources function of Red Deer College.

## **ARTICLE 1 – TERMS OF AGREEMENT**

- 1.01 This Agreement shall be binding and remain in effect from the 1<sup>st</sup> day of July 2010 to the 30<sup>th</sup> day of June 2012 and shall continue from year to year thereafter unless either party gives to the other party notice of its amendment or termination.
- 1.02 Either party may give notice of amendment to or termination of this Agreement in writing to the other party not less than sixty (60) calendar days, or more than one hundred and twenty (120) calendar days, prior to the expiry date.
- 1.03 Where notice to amend has been served, the Collective Agreement shall remain in effect during the resultant negotiation process.

## **ARTICLE 2 – RETROACTIVITY**

- 2.01 All changes in the new Agreement shall be adjusted retroactively to the commencement date of this Agreement, unless otherwise specified in the Memorandum of Agreement outlining the clauses in the new Collective Agreement.

## **ARTICLE 3 – NO DISCRIMINATION**

- 3.01 The College shall provide a workplace free of discrimination and harassment:
  - a) Discrimination, interference, restriction, or coercion exercised or practised in the matter of hiring, wage rates, training, upgrading, promotion, transfer, lay-off, recall, discipline, discharge, or otherwise by reason of age, race, creed, colour, national origin, political or religious affiliation, gender or

marital status, place of residence, sexual orientation, disability or any other provision covered by the Human Rights Act, nor by reason of membership or activity in the Union.

b) Harassment, including personal, sexual or workplace, coming from unwelcome physical, verbal or non-verbal conduct that demeans, belittles or causes personal humiliation or embarrassment.

3.02 In cases of harassment, discrimination or disputes, either party may request an external mediator or disputes resolution counsellor agreeable to both parties, and the College shall cover all costs associated with the services of this person(s).

#### **ARTICLE 4 – UNION RECOGNITION AND SECURITY**

4.01 The College agrees to deduct Union dues from the wages of each Employee, as a condition of employment, each pay period. Such Union dues deductions shall be forwarded to the Secretary-Treasurer of the Union together with a list of Employees from whom the deductions have been made, not later than fifteen (15) days after the last day of each month. The Union shall advise the College, in writing, thirty (30) days before changes are to take effect for the establishment of, or changing, membership dues structure and/or amounts. The College shall deduct the initiation fee of two dollars (\$2.00) from the Employee's first cheque and provide the new Employee with a Union application card. These cards shall be supplied to the College at no cost.

4.02 The College agrees to provide all Employees, upon request, a hard copy of the Collective Agreement. All new Employees shall receive a hard copy of the Collective Agreement upon commencement of employment.

4.03 The College agrees to provide all Employees with paper copies of the Collective Agreement within one (1) month of the ratification date of the Collective Agreement.

4.04 The College recognizes the Union as the sole and exclusive bargaining agent for all Employees whose bargaining rights are granted under Certificate #E-6, issued pursuant to Section 99 of the Public Service Employee Relations Act, and as amended from time to time.

- 4.05 The CUPE President or designate shall be provided with paid time off, upon notification to the supervisor, to acquaint new Employees with the Union and terms and conditions of employment as per the Collective Agreement.

## **ARTICLE 5 – MANAGEMENT RIGHTS**

- 5.01 The College reserves all rights not specifically restricted by this Agreement.

## **ARTICLE 6 – REPRESENTATION AND COMMITTEES**

- 6.01 The Union shall have the right to have the assistance of its National Representative(s) when dealing or negotiating with the College. If the Union Representative wishes to include the National Representative(s) in a meeting, he will advise the College prior to the meeting.

- 6.02 No individual Employee, or group of Employees, shall undertake to represent the Union at meetings with the College without proper authorization of the Union. In order that this may be carried out, the Union will supply the College with the names of its officers, shop stewards and committee members. Similarly, the College will, if requested, supply the Union with a list of its supervisory or other personnel with whom the Union may be required to deal with regarding matters related to this Agreement.

- 6.03 Representatives of the Union, after notifying their immediate supervisor, shall not suffer any loss of pay when required to leave their employment temporarily, during the day, in order to meet with representatives of the College with respect to grievances or the operations of the Collective Agreement.

All Employees shall have the right to Union representation. Where possible notice will be provided in advance.

- 6.04 An Employee shall not make any written or verbal agreement with the College which will conflict with the terms of this Agreement.

6.05 Bargaining Committee

- a) A Bargaining Committee shall be appointed by both parties to this Agreement. CUPE Local 1445 appointments shall consist of not more than four (4) Employees. Red Deer College appointments shall consist of not more than four (4) members of College Administration. Each party shall advise the other of its members. Every effort will be made to schedule negotiation meetings during working hours.
- b) Either party may appoint up to two (2) advisors to the Bargaining Committee.

6.06 The Union shall have representation on constituency-based joint College/Employee committees, including but not limited to the following:

- Benefits Advisory Committee
- Joint Classification Committee
- Occupational Health & Safety Committee
- Staff Professional Development Committee
- President's Advisory Committee

The Union shall supply the College with the names of the elected Union committee representatives.

The College shall contact the Union President regarding committee representation.

## **ARTICLE 7 – GRIEVANCE PROCEDURE**

7.01 In the event of any difference arising from the interpretation, application, alleged violation, or contravention of any terms of this Agreement it shall be settled in the following manner:

7.02 Grievance Steps

- a) Informal Discussion

The Employee(s) concerned with or without the Union shall first seek to settle the dispute through discussion with the immediate supervisor.

b) Step I

If the dispute is not resolved satisfactorily through informal discussion, the Employee and/or Union shall submit the grievance in writing to the Chief Human Resources Officer within fifteen (15) working days of the incident occurring or when it first came to the Employee's attention. The Chief Human Resources Officer may consult with the Divisional Vice President, respective Leadership Team member and Union Representative before making their decision. The decision shall be made known to the grievor and Union within ten (10) working days of receipt of the grievance.

c) Step II

If the grievance is not satisfactorily resolved in Step I, the Union then may submit the grievance to the College President (or his designate) within ten (10) working days of receipt of the decision of the Chief Human Resources Officer. The College President (or his designate) shall hold a hearing with the Union and Employee(s) within seven (7) working days and shall render a decision in writing to the Union within five (5) working days of the hearing.

d) Step III

On failing to reach a satisfactory settlement under Step II, the grievance shall, within fifteen (15) working days of the College President's (or his designate's) decision, then be submitted to arbitration, and proceedings shall be followed as stipulated in Article 7.09 and under the provisions of the Public Service Employee Relations Act.

7.03 May Omit Grievance Steps

- a) In the event of policy grievances, the grievance shall be submitted in writing to the College President (or his designate) within fifteen (15) working days and the grievance shall be dealt with as stipulated in Step II and subsequent clauses.
- b) An Employee considered by the Union to be wrongfully or unjustly discharged or suspended may, within ten (10)

working days of the disciplinary action, initiate a grievance in accordance with Step II of the Article.

- c) A grievance concerning either lay-offs or recalls shall be submitted in writing to the College President (or his designate) within fifteen (15) working days and the grievance shall be dealt with as stipulated in Step II and subsequent clauses.

7.04 Time Limits

- a) The time limits expressed in the foregoing shall be exclusive of Saturdays, Sundays, Statutory Holidays and normal time off.
- b) The time limits fixed in both the grievance and adjudication procedure may be extended by consent of the parties.

7.05 Burden of Proof

In cases of discharge, suspension and discipline, the burden of proof of just cause shall rest with the College.

7.06 Unjust Suspension or Discharge

If, in the opinion of the parties, an Employee has been unjustly suspended or discharged, the Employee shall be immediately reinstated in their former position or in an equivalent position without loss of seniority. The Employee shall be compensated in such a manner as is judged equitable in the opinion of the parties or in the opinion of the Board of Arbitration, if the matter is referred to such a Board.

7.07 Arbitration

Failing settlement at Step II, either party may refer the grievance to arbitration by providing written notice to the other party within fifteen (15) working days of the reply at Step II. The notice of referral shall:

- a) be delivered by hand, registered mail or receipted courier services,
- b) contain a statement of the grievance.

When a grievance is referred to arbitration under this Agreement, the notice referring the matter to arbitration shall state the name and address of the nominee. Within fifteen (15) working days thereafter, the party shall advise the other, in writing, of the name and address of its nominee to the Arbitration Board. The two nominees shall then select a third person who shall be the Chairperson of the Arbitration Board.

If both parties agree, the grievance may be referred to a single arbitrator.

If the parties to the Agreement cannot agree on an arbitrator, or the Employer or the Union fail to appoint its member to an Arbitration Board, or if the two (2) nominees fail to agree upon a Chairperson within fifteen (15) calendar days of appointment or notice as provided, the required appointment or appointments shall be made by the appropriate government body.

The Arbitration Board shall hear and determine the grievance and shall issue an Award in writing, and the decision is final and binding upon all parties. The decision of the majority of the Board is the Award of the Arbitration Board. When there is no majority decision, the decision of the Chairperson shall be the decision of the Board.

Each party to the grievance shall bear the expense of its respective appointee to the Arbitration Board and the parties shall bear equally the expense of the Chairperson.

The Arbitration Board:

- a) Shall have jurisdiction to determine whether the grievance presents an arbitrable issue.
- b) Is limited in its jurisdiction to dealing only with the matters specifically raised in the grievance.
- c) Shall not have power to alter or amend any provisions of the Collective Agreement, or to substitute any provision or give any decision inconsistent with the terms of the Agreement.
- d) The Arbitration Board shall conduct its hearings within ninety (90) calendar days of the appointment of the Chairperson.

- e) The written Award of the Arbitration Board shall be given to the parties within ninety (90) calendar days following completion of the hearing.

## **ARTICLE 8 – PERSONNEL FILES**

- 8.01 Upon request to Human resources, access to an Employee's personnel file will be provided to the Employee. The Employee may authorize, in writing, that the Employee's representative can have access to his personnel file. The Employee has the right to make copies of material contained in the Employee's personnel file.
- 8.02 The Employee will be copied on any written document placed in the Employee's personnel file following the discussion with the Supervisor.
- 8.03 All documents and correspondence related to any disciplinary action against the Employee shall be destroyed eighteen (18) months after the original document is dated.

## **ARTICLE 9 – EMPLOYEE CATEGORIES AND DEFINITIONS**

9.01 Employee Categories

- a) Permanent

Shall mean any Employee who is filling a permanent position and has successfully completed the required probation period as per Article 14. A permanent Employee may be either full-time or part-time.

- b) Casual

Shall mean an Employee who is:

- Filing a position for thirty (30) working days or less for a specific job or project; or
- Replacing permanent or term-certain Employees while those Employees are on sick leave, compassionate care leave or leave of absence of not more than three months.

Casual Employees shall be paid at the rate of pay as specified in the Collective Agreement plus 8% vacation pay; however, no other conditions, except those specifically outlined in the Agreement, shall apply. A casual Employee may be either full-time or part-time.

c) Term-Certain

Shall mean an Employee who is appointed to a position that is greater than 30 (thirty) calendar days and has a definite time period of appointment not to exceed twenty (20) months. A term-certain Employee may be either full-time or part-time.

9.02 Definitions

a) Full-time

Shall mean an Employee who works 35 hours per week as per Article 17.01.

b) Part-time

Shall mean an Employee who works less than the regular hours per month of a full-time Employee or less than the total number of months per year of a full-time Employee.

**ARTICLE 10 – CONVERSION OF TERM-CERTAIN POSITIONS AND TERM-CERTAIN STATUS**

10.01 Conversion of Term-Certain Positions

A position originally created as part-time or full-time term-certain shall become a part-time or full-time permanent position should the position extend beyond twenty (20) months or an accumulation of twenty (20) months has occurred, within a thirty-six (36) month period, provided there is no break in excess of four (4) months. This does not apply to positions that are supported through conditional funding (such as research grants, Enrolment Planning Envelope, campaign fund raising, and/or other ad hoc external contracts).

If a position is supported by conditional funding, this information shall be stated as "contingent on conditional funding" on the job posting.

The Union and the College may agree to extend the end date of a term-certain position in specific cases.

#### 10.02 Conversion of Term-Certain Employee Status

The status of a term-certain Employee shall be converted to permanent as follows:

- a) the Employee must be in a term-certain position that is converted to a permanent position as outlined in 10.01, and,
- b) the Employee has occupied the position for a period of twenty (20) accumulated months within a thirty-six (36) month period, provided there is no break in service in excess of four (4) months.

Articles 14.01 and 15.01 shall not apply.

As of the date of ratification, current and future Employees and positions that have achieved the above requirements shall be made permanent.

### **ARTICLE 11 – POSTINGS, APPOINTMENTS, PROMOTIONS AND TRANSFERS**

11.01 When a new position is created or when a vacancy occurs in the bargaining unit of a term-certain or permanent nature, such vacancies or new positions, along with relevant information concerning the nature of the position, qualifications, required knowledge and wages, shall be sent first to the Union for notification and then posted for a minimum of five (5) working days. Such vacancies or new positions shall be posted within ten (10) working days. In arranging the posting and filling of vacancies, every reasonable effort will be made to utilize the services of the outgoing Employee to train the new Employee.

Internal postings shall be done only with the agreement of the Union and shall include the words "internal posting only".

- 11.02 When filling the vacancies referred to in 11.01, applicants who are Employees currently within the bargaining unit, or former Employees who have been laid off shall be given first consideration; however, the College may advertise outside, simultaneously with the job posting, for prospective Employees.
- 11.03
- a) Where two or more interviewed Permanent candidates are judged to be relatively equal in having the best combination of qualifications, ability and performance as compared with the job description and supported by performance documentation, the applicant among them having the most seniority shall be offered the position.
  - b) Where the preferred applicant is a term-certain or casual Employee, the Employee with the greatest number of hours worked since the commencement within the bargaining unit shall be offered the position.
  - c) Where internal candidates are not short-listed for an interview or are not selected for the position, the hiring supervisor will provide them with an explanation in writing.
- 11.04 Where the College selects and appoints from within the bargaining unit such appointments shall be made within the four (4) weeks following the expiry of the posting period.
- 11.05 Should the College decide not to fill an advertised vacant position, the internal applicants and the Union shall be informed in writing of the reasons why within five (5) working days.
- 11.06 Where the College makes an appointment outside the bargaining unit the Union shall be so informed.
- 11.07 No Employee shall be transferred to a position outside the bargaining unit without their consent.
- 11.08 Employees shall receive a letter of employment which will include the Employee's:
- a) Job title, department/division and Employee category
  - b) Rate of pay including level and step
  - c) Term of employment (if applicable)
  - d) Hours of work
  - e) Date of hire

- f) Union affiliation
- g) Competition number

All letters of employment shall be accompanied by the relevant job description and a copy of the Collective Agreement.

- 11.09 The Union shall be copied on all CUPE job postings, letters of employment and contract extensions.
- 11.10 Where an Employee is the successful applicant for a position in the bargaining unit at a higher Level, the Employee shall be placed at a Step which gives them at least a four percent (4%) salary increase.
- 11.11 A Permanent Employee who applies for and is awarded a Term-Certain position shall take a leave of absence from his permanent position but maintain his status and entitlements for the duration of the Term-Certain assignment. He shall revert to his previous permanent position once the Term-Certain position ends.
- 11.12 Contracted Employment for Clerical Duties

Departments will plan ahead for known or expected vacancies to ensure whenever possible that the use of an external agency is not required to fill vacant positions.

Positions will be posted in accordance with Article 11.

Departments will notify Human Resources as soon as possible after they become aware of a short-term clerical vacancy for which a replacement is required.

Human Resources will attempt to fill the short-term vacancy through normal recruiting procedures or direct placement from an employment agency within 24 hours of notification. If the latter occurs, the Employee will immediately become a Red Deer College Employee in the CUPE bargaining unit. Usually, these positions will be filled under a casual contract. CUPE will be notified by Human Resources that this situation has occurred.

## **ARTICLE 12 – DISCIPLINE & DISMISSAL**

- 12.01 The value of progressive discipline with the aim of being corrective in application is recognized by both parties. Therefore, except in

extreme cases, discipline or discharge for cause should be preceded by a documented record of counselling, warnings (written or oral) and/or suspensions.

- 12.02 Discipline shall be issued in a timely manner. Depending on the nature and circumstances of an incident, discipline will normally be progressive and bear a reasonable relationship to the violation.
- 12.03 Any expression of concern regarding an Employee's work performance shall be discussed with the Employee prior to any written document being placed on the Employee's personnel file. The Employee is entitled to have a Union Representative present during this discussion.
- 12.04 It is further recognized the Employee is entitled to have a Union Representative present during any discussions of a disciplinary nature.
- 12.05 An Employee shall be given written particulars of a written warning, suspension or dismissal. No letter of discipline may be placed on an Employee's personnel file without the Employee's knowledge. Copies of all discipline shall be provided to the Union.
- 12.06 If an Employee grieves a disciplinary action, as provided in Article 7, and as a result of such grievance, the disciplinary action is disallowed or the penalty is reduced or amended, either by the College, Arbitrator or Arbitration Board, the Employee's personnel file shall be amended to reflect the award.
- 12.07 There shall be no discipline, suspension, or dismissal except for just cause.

### **ARTICLE 13 – STUDENT PRACTICUM NON-PAID WORK EXPERIENCE**

- 13.01 Red Deer College may provide non-paid work experience for practicum students, office expertise students, and job shadowing students, provided the hours of work do not exceed 140 hours for practicum students, 20 hours for office expertise students, and one day for job-shadowing students, and provided that the College informs CUPE of such placements.
- 13.02 No positions will be abolished nor will any bargaining unit Employee be displaced or suffer a loss of hours of work and/or pay and

benefits due to the placement of practicum/office expertise or job-shadowing students.

#### **ARTICLE 14 – PROBATIONARY PERIOD**

- 14.01 The probationary period for a new Employee engaged in a permanent or term-certain position shall be six (6) months.
- 14.02 A performance evaluation shall take place mid-way through the Employee's probationary period and the Union shall receive confirmation from the Employee's supervisor that the evaluation has been done.
- 14.03 In the event that the normal probationary period is extended, the Employee and the Union shall be advised of the College's reasons, in writing.
- 14.04 Employees, upon successful completion of the probationary period, shall achieve permanent Employee status. Term-Certain Employees shall achieve permanent status as outlined in Article 10. This status shall be confirmed in writing with a copy to the Union.
- 14.05 An Employee who works a Term-Certain contract that runs less than six (6) months and returns to the same position after a break of four (4) months or less, shall have time served under the previous contract(s) credited towards the completion of a probationary period.
- 14.06 The College has the ability to discharge a probationary employee if in the opinion of the college he does not meet the requirements as outlined in the job description and performance expectations as documented. The decision to discharge a probationary Employee, may not be arbitrary, capricious, discriminatory or in bad faith. Individuals discharged within their probationary period shall receive pay in lieu of notice in accordance with *Employment Standards*.
- 14.07 Probationary Employees discharged during their probationary period shall have access to the grievance procedure commencing at Step I, but are exempt from the ability to proceed to Arbitration.

## **ARTICLE 15 – TRIAL PERIOD**

- 15.01 When a permanent Employee accepts a different position, the Employee shall be placed on trial for a period of ten (10) working days. If required, the Employee's trial period may be extended up to an additional twenty-five (25) working days providing the reasons for an extension are documented in writing to the Employee and the Union. On successful completion of the trial period, the Employee shall be notified in writing with a copy to the Union confirming the transfer. In the event the applicant proves unsatisfactory in the position during the aforementioned trial period, or the Employee determines the position is unsatisfactory, the Employee shall return to their former position or equivalent position at the previous wage or salary and without loss of seniority. Any other Employee transferred because of the rearrangement of positions shall also be returned to their former position, or equivalent position, at the previous wage or salary without loss of seniority.

## **ARTICLE 16 – SENIORITY**

### 16.01 Definition of Seniority

Seniority is defined as the length of service in the bargaining unit. Seniority shall operate on a bargaining unit-wide basis. Employees shall have their seniority effective from the original date of employment.

Employees within the bargaining unit that are promoted to a position outside the bargaining unit and subsequently are recruited to a position within the bargaining unit, shall maintain their previous seniority.

### 16.02 Seniority List

The College shall maintain a seniority list showing the date upon which each Employee's service commenced. An up-to-date seniority list shall be sent to the Union quarterly.

### 16.03 Effective Date of Seniority

After completion of the probationary period, seniority shall be effective from the original date of employment.

16.04 Loss of Seniority

An Employee shall not lose seniority rights if absent from work because of sickness, accident, or leave of absence approved by the College.

An Employee shall only lose seniority in the event:

- a) An Employee is discharged for just cause and is not reinstated.
- b) An Employee resigns in writing and does not withdraw such resignation within two (2) working days thereafter.
- c) An Employee is absent from work in excess of five (5) working days without sufficient cause or without notifying the College, unless such notice was not reasonably possible.
- d) An Employee is laid off for a period longer than one (1) year.

16.05 Application of Seniority

Seniority shall be the factor used in determining preference or priority for transfers, demotions, vacation scheduling, lay-offs, and recall.

**ARTICLE 17 – HOURS OF WORK AND REST BREAKS**

17.01 Hours of Work

Normal hours of work for full time Employees shall be thirty-five (35) hours per week and seven (7) hours per day. In addition, these hours shall, normally, be worked between 7:30 a.m. and 5:00 p.m. each day, and between Monday and Friday, inclusive.

Split-shift shall only occur in emergency conditions and shall not be scheduled into the normal work pattern.

Existing Employees, who are on staff on the effective date of this Collective Agreement, and who are not presently working evenings, will not be required to move to evening positions without prior consent, except in emergency conditions.

Where the College requires an Employee to change their schedule and work outside of normal hours of work, the Employee will be provided thirty (30) calendar days of written notice, except in the case of an emergency.

17.02 Where the College requires an Employee to change their start and finish times and/or scheduled days of work, the Employee will be provided thirty (30) calendar days of written notice, except in the case of an emergency. By mutual agreement, less notice may be provided. No requests will contravene Article 17.01.

17.03 Shift Differential

All Employees shall be paid a premium of one dollar and ten cents (\$1.10) for every hour worked after 17:00 and before 07:30, except for the following positions:

- Exam Invigilator
- Learning Commons Assistant, Library Information Common
- Library Assistant, Library Information Common
- Library Assistant, Reference
- Monitor
- Telephone Interviewer
- Telephone Interviewer Supervisor
- Student Feedback Assistant

17.04 Flex-Time

Normal hours of work for those Employees working flex-time shall be no more than forty (40) hours per week or eight (8) hours per day. In addition, these hours shall normally be worked between 7:30 a.m. and 6:00 p.m. each day, and between Monday and Friday, inclusive. The hours of those working flex-time may be scheduled on a six-month basis beginning July 1<sup>st</sup> and January 1<sup>st</sup> of each year. Normally, the total hours worked for each six-month period shall be 910 hours. This schedule is to be determined, in advance of each six-month period, by the supervisor in consultation with the Employee. It is to be noted that a holiday, or other day not worked during the schedule, is to be counted as the equivalent of a seven-hour working day for the purposes of calculating the total number of hours for the period.

17.05 Meal Breaks

Unpaid time off for a meal break will consist of not less than one-half (1/2) hour, nor more than one (1) hour daily, to be generally taken midway through the normal work period or at such other period as may be mutually agreed upon by the immediate supervisor and the Employee(s) affected.

17.06 Rest Break

A paid rest break of one half hour in the morning or fifteen (15) minutes in the morning and fifteen (15) minutes in the afternoon shall be accorded to an Employee. Rest breaks shall be scheduled by the immediate supervisor in consultation with the Employee. (It is understood that rest breaks will not normally be used to leave early.)

Further, an Employee who works less than a full work day, shall be accorded rest breaks as follows:

- a) one fifteen (15) minute break for shifts less than five (5) hours;
- b) two fifteen (15) minute breaks for shifts five (5) hours or more.

**ARTICLE 18 – OVERTIME**

18.01 All overtime worked requires the prior approval of the immediate supervisor. All Employees, excepting those on flex-time, shall be compensated for all time worked beyond seven (7) hours per day and thirty-five (35) hours per week at 1.5 times their hourly rate for the first two hours of overtime and double their hourly rate after that time. Those Employees on flex-time shall be compensated for all time worked beyond eight (8) hours per day and forty (40) hours per week at 1.5 times their hourly rate for the first two hours and double their hourly rate after that time.

The College shall not give preference to casual Employees in the allocation of overtime. Overtime shall normally be first offered to the Employee filling the position that requires the overtime.

Employees who normally work less than thirty-five (35) hours over five (5) days, shall be compensated at 1.5 time their hourly rate for the first two hours and double their hourly rate after that time for work performed on a sixth or seventh day. Part-time Employees will be paid overtime if they work in excess of seven (7) hours per day or thirty-five (35) hours per week.

18.02 Combined Hours of Work

Where an Employee applies for and accepts another position in the bargaining unit which would cause the Employee's combined hours of work to exceed thirty-five (35) hours per week, the Employee may work up to forty-four (44) hours per week without incurring overtime.

18.03 On a holiday Employees shall be paid double their hourly rate, plus an additional day off with pay at a time mutually agreeable between the Employee and the immediate supervisor.

18.04 Instead of a cash payment for overtime, an Employee may request to receive time off at the appropriate overtime rate, at a time mutually agreed to by the Employee and immediate supervisor. Such overtime will normally be taken within four (4) months.

18.05 Overtime shall be paid out if not taken as lieu time within four (4) months of the overtime worked.

**ARTICLE 19 – HOLIDAYS**

19.01 a) The College recognizes that all Employees covered by this Agreement will have the following paid holidays:

- |                         |                  |
|-------------------------|------------------|
| New Year's Day          | Victoria Day     |
| Good Friday             | Labour Day       |
| Canada Day              | Thanksgiving Day |
| Civic Holiday in August | Remembrance Day  |
| Christmas Day           | Boxing Day       |
| Family Day              |                  |

b) In addition to the foregoing, the College Staff covered by this Collective Agreement shall receive paid time off commensurate with their normal hours of work between Boxing Day and New Year's Day.

- c) In addition to the above holidays, any other day proclaimed as a holiday by the Federal, Provincial, or Municipal Government.
- d) In addition to the provisions of Article 19.01 (a) Employees shall receive one-half (1/2) day off with pay on the working day prior to Christmas Day.

19.02 No Employee, covered by this Agreement, shall suffer a reduction from salary or wages as a result of the occurrence of any of the above named holidays provided that the Employee works their scheduled work day immediately prior to and following such holiday, except if the Employee is on authorized leave of absence or in case of illness covered by medical certificate.

19.03 In the event the above-named holidays mentioned in 19.01 (a) (except Christmas Day and Boxing Day) and 19.01 (c) may fall on a Saturday or Sunday or on an Employee's regularly scheduled day off, then another day shall be observed as that holiday, such day off to be mutually agreed upon between the Employee and their immediate supervisor, and shall be taken not later than the end of the subsequent year's vacation.

## **ARTICLE 20 – VACATION**

20.01 All vacation leaves require the prior written approval of the immediate supervisor. All requests and responses for vacation shall be put in writing (email communication is acceptable).

The vacation year shall be from July 1<sup>st</sup> to June 30<sup>th</sup> and in determining vacation entitlement an Employee's service shall be calculated as at July 1<sup>st</sup> in each year.

20.02 Employees shall receive twenty (20) working days vacation per year worked during the first five (5) years of employment and twenty (20) working days plus one (1) additional day for each year worked beyond five (5) years to a maximum of thirty (30) working days vacation.

20.03 The College encourages each Employee to use their entire vacation entitlement. An Employee may, subject to supervisory approval, carry over up to ten (10) days of their vacation entitlement from

one vacation year to the next. Carryover days should be managed within the following fiscal year.

- 20.04 Other than in cases of emergency, once vacations are approved, they shall not be changed, except by mutual consent. If an Employee is required to work during their previously approved vacation period, they will be paid at one and one-half (1.5) times their regular rate of pay for all hours worked during this period. Then their vacation will be rescheduled at a mutually agreeable time.

If an Employee incurs out of pocket expenses (e.g. non-refundable deposits, rebooking fees for accommodation or flights), they will be reimbursed upon submission of receipts.

20.05 Vacation Pay on Termination

An Employee terminating employment at any time in their vacation year, before having had their vacation, shall be entitled to a proportionate payment of salary or wages in lieu of such vacation earned under Article 20.02.

- 20.06 When a term-certain Employee achieves permanent status the College will recognize the Employee's prior service for vacation entitlement provided there is no break in service in excess of four months.

- 20.07 Employees within the bargaining unit who are promoted to a position outside the bargaining unit and subsequently are recruited to a position within the bargaining unit shall have their vacation based on their length of service in the College.

- 20.08 Normally, seniority will be the primary factor when determining department vacation schedules.

- 20.09 An Employee shall receive an unbroken period of vacation of no less than fifteen (15) days unless mutually agreed upon in writing between the Employee and the College with a copy to the Union.

- 20.10 Where an Employee on vacation:

- a) verifies a period of hospitalization or
- b) qualifies for Compassionate Leave

the period of vacation that has been displaced shall be added to the vacation period or reinstated for use at a later date.

## **ARTICLE 21 – LAY-OFFS AND RECALLS**

### **21.01      Lay-Off**

A lay-off is a reduction of the permanent workforce resulting from a lack of work, economic reasons or due to organizational change that causes a position to become redundant.

21.02      Should the workforce be reduced, or should a job become redundant, lay-offs will be made on the basis of seniority and with regard to special qualifications or requirements, those with the least seniority being laid off first within the Bargaining Unit.

21.03      When a position is identified for redundancy, the College will:

- a)      Meet with the Union to inform them of the change.
- b)      Identify current vacancies within the bargaining unit, and provide copies of the relevant position descriptions to the Union.
- c)      Meet with the Employee and their Union Representative to provide notice and discuss options.

21.04      An Employee who is being laid off shall receive at least thirty (30) calendar day's written notice, with a copy to the Union.

21.05      At the discretion of the Employee, he may elect to a payment in lieu of the period of notice as outlined in Article 21.04. Such payment shall not impact the Employee's eligibility for, or the value of, the severance package.

21.06      When an Employee has been given notice of lay-off, the Employee has the option of:

- a)      Accepting a vacant position, if available, provided the Employee meets the minimum requirements to perform the position. The Union shall be advised by the College if a

vacant position will be held vacant and will be requested to waive a posting, if required; or

- b) Recall, or
- c) Accept severance, as outlined in Article 21.09.

These options will be provided in writing to the Employee with a copy to the Union within ten (10) working days of receiving the notice of lay-off. The Employee will notify the College of their choice in writing within six (6) working days.

21.07 During the period of notice of lay-off, the College shall allow the affected Employee a reasonable amount of time off with pay for interviews with prospective employers other than the College.

21.08 If a position with the same classification is not available, and the Employee accepts a position with a lower classification, the Employee will not suffer any loss of pay or reduction in classification level or step in their new position. The Employee will advance through the steps of their classification level and will be eligible for future general salary increases negotiated.

If they accept a position with a higher classification their rate of pay will be administered as per Article 11.10.

21.09 Upon accepting the option of severance, employment will be terminated and the Employee shall receive a severance payment based on length of service at the College. The amount of the severance payment shall be as follows:

- 12 months or less of employment – one (1) month's pay
- 13 - 48 months of employment – two (2) month's pay
- more than 49 months of employment – one-half (1/2) a month's pay for each full and partial year to a maximum of eight (8) month's pay.

21.10 An Employee who is being laid off shall be provided with up to five hundred dollars (\$500.00) for career transition assistance to be reimbursed upon submission of receipts. The College may agree to provide these funds directly to a service provider.

- 21.11 The foregoing schedule shall not apply in the case of dismissal for just cause or for Employees who have not completed their probationary period. Employees on probation shall be given notice as per the provisions of the Alberta Employment Standards Code.
- 21.12 An Employee laid off for periods greater than one (1) month who has accepted a vacancy shall be entitled to benefits contained in Article 31, provided they pay 100% of the premium costs until they occupy the vacant position.
- 21.13 Recall Rights
- a) Laid-off Employees shall have the right to be recalled by seniority into a vacant permanent position based on their ability to perform the requirements of the position.
  - b) An Employee will lose their recall rights if, after a lay-off, they fail to return to work within seven (7) calendar days following notification by registered mail to do so, unless failure to return to work is due to sickness or other just cause.
  - c) It shall be the responsibility of the Employee to keep the College informed of their current address.
  - d) A laid-off Employee recalled for casual work or a term-certain position shall not lose their recall rights for refusal to return to work.
  - e) A laid-off Employee shall have recall rights for a period of one (1) year from the date of lay-off.

## **ARTICLE 22 – JOB SECURITY AND CONTRACTING OUT**

- 22.01 The College agrees that in the event it becomes necessary to contract out any of the work or services presently performed by an Employee covered by this Agreement, the College shall notify the Union at least one hundred and twenty (120) calendar days in advance of such change and every effort will be made to absorb affected Employees into other jobs within the bargaining unit.

22.02 Employees who are transferred by the College to a lower paid position shall continue to receive their previous rate of pay as per Article 31.04.

22.03 Employees who are not absorbed into other jobs within the bargaining unit shall be subject to lay-off as per Article 21.

The operation of the Article shall not be construed as a violation of Article 11.

### **ARTICLE 23 – TECHNOLOGICAL CHANGE**

23.01 The College and Union agree that the introduction of new forms of technology into the workplace can be beneficial both for the College and for its Employees. It is understood that technological change includes the introduction of new software and hardware.

- a) In the case of technological change that impacts job duties, work methodology, skill requirements, or organizational structure, the College will provide the Union with ninety (90) calendar day's notice.
- b) The College will also involve the Union in planning the implementation of the change.
- c) The College will provide training to Employees on the use of new technology or technology upgrades as required. If such training is provided outside of working hours, it shall be considered time worked.

### **ARTICLE 24 – JOB DESCRIPTIONS, JOB CLASSIFICATION AND RECLASSIFICATION**

24.01 Job Descriptions

The College agrees to draw up job descriptions for all positions for which the Union is bargaining agent. The College shall supply job description(s) to the Employee(s) and the Union. The Union shall be notified of all revised job descriptions.

The College agrees to provide to each newly appointed Employee a job description for the position to which they are appointed.

24.02 No Elimination of Present Classification

Existing classifications shall not be eliminated without prior notification to the Union.

24.03 Change in Classification

Where the duties of a position have changed or if an Employee believes he is improperly classified because the job duties of a position have changed, the Employee shall be entitled to a review of his classification by the Joint Classification Committee. The Employee shall send a written request for review to Human Resources with a copy to the supervisor and the Union. Human Resources will work with the Employee and supervisor to update the job description. The Joint Classification Committee may request the attendance of the Employee (who may be supported by a Union representative) and/or supervisor to present their request and to respond to the Committee's questions.

- a) The Committee will consider any issues or requests relevant to its function and will, where changes in salaries or classifications are involved, recommend the approval of such changes to the Chief Human Resources Officer.
- b) In situations where the Committee is evenly split in voting on issues before it, the existing status quo will remain.
- c) Should the Employee feel he has not received proper consideration in regard to a classification review, he may appeal to the Joint Classification Committee for further review of the matter.
- d) The Committee may make recommendations for interim classifications in situations where job changes could be temporary or being made on a trial basis.
- e) New ranges will be added to the schedule of classifications in Appendix 'A' if a job scores outside any of the existing ranges.

24.04 Where an Employee's position is reclassified to a higher Level, they shall be placed at a Step which gives them at least a four percent (4%) salary increase.

- 24.05 If an Employee's job is re-classified to a lower level, the incumbent(s) will not suffer any loss of pay or reduction in classification level or step. The incumbent will advance through the steps of their former classification level and will be eligible for any future general salary increases negotiated.
- 24.06 The effective date of classification or reclassification, including appeals, shall be the date the new position was first filled by the Employee or the first day of the pay period in which the Employee's written request for review was received by Human Resources. The notice of reclassification shall clearly state the effective date as well as the effective date of the next step advance (if applicable).

## **ARTICLE 25 – DETERMINATION PROCESS**

- 25.01 The process used by the College to determine appropriate bargaining unit placement shall be as follows:
- a) Job descriptions shall be compared with all non-faculty jobs at the College. The comparison is to determine:
    - i. The best match with existing job description elements (primary criteria);
    - ii. Consideration of factors outlined in the current Joint Classification tool.

For jobs with elements common to the Union and other bargaining units or employee groups at the College, the determining factor shall be the primary focus of the position. Primary focus factors include percentage of time spent on the main functions of the job.
  - b) A newly created job, or a current job whose primary focus has changed, shall be assessed by the College to determine bargaining unit placement, before the position is submitted to the Joint Classification Committee. Should the primary focus of newly created jobs change, they will be re-determined.
  - c) The College shall notify the Union in writing (email is acceptable) of all non-faculty jobs that have been determined within ten (10) working days of the review. The notification shall include the rationale and supporting documentation.

- d) Within ten (10) working days of receipt of the determination notification, rationale and supporting documentation from the College, the Union may request a meeting to discuss the determination report. This request should be in writing (email is acceptable) identifying questions or concerns about the content of the report. At the conclusion of the meeting the College will indicate whether the determination report will be amended, or some other action is required, and if so will make revisions or take other appropriate action and re-issue the report within ten (10) working days of the meeting date.
- e) Within ten (10) working days of receiving a revised report the Union may appeal the College's decision. An Adjudicator appointed pursuant to this Article within thirty (30) calendar days of the request for appeal will conduct a hearing.
  - i. The parties must agree on an Adjudicator.
  - ii. Where the parties are unable to agree on an Adjudicator, either party may apply to the Chair of the Labour Relations Board to appoint an Adjudicator, with notice to the other party. The Chair of the Labour Relations Board is hereby requested and empowered to make such an appointment.
- f) Prior to the hearing, each party shall provide written statements to the Adjudicator and to the other party.
  - i. The decision of the Adjudicator is restricted to a determination of which bargaining unit the job in question shall be placed. The Adjudicator shall provide written reasons and shall issue their decision in writing to the parties within thirty (30) calendar days.
  - ii. The College shall implement the Adjudicator's decision upon receipt.
- g) Under extenuating circumstances, timelines may be extended, if the parties are in agreement.
- h) When the determination results in a change in bargaining unit, the job and the incumbent who occupies it will be

moved to the appropriate bargaining unit on the first of the month following the date on which the decision was made.

- i) When the position submitted for determination is also identified as requiring classification or reclassification, the effective date shall be the first day of the pay period in which Human Resources received the request.
- j) The College and the Union shall equally share the cost of the Adjudicator.
- k) The Arbitration Act does not apply to the Adjudicator's decision. All parties reserve the right to apply for a determination to the Labour Relations Board if they dispute the finding of the Adjudicator. The decision of the Adjudicator is not binding on the Labour Relations Board.

## **ARTICLE 26 – LEAVE OF ABSENCE**

### **26.01 Leave for Union Functions**

- a) Representatives of the Union, after notifying their immediate supervisor, shall not suffer any loss of pay when required to leave their employment temporarily, during the day, in order to meet with representatives of the College with respect to grievances or the operation of the Collective Agreement. In the case of interest arbitration or rights arbitration, the maximum number of representatives of the Union that shall request a leave from their employment, shall be three (3) representatives.
- b) Leave with pay shall be provided to the following Executive members (or their designate) to conduct Union business equal to one day per month (to be taken in whole or in part):
  - President
  - Vice-President
- c) Leave with pay shall be provided to delegates representing the Union at the annual meeting of the CUPE Alberta Division Convention. The number of delegates shall not exceed the number allowable under the CUPE Alberta Division constitution which is two (2) delegates.

26.02 Leave of absence with pay and without loss of seniority shall be granted, upon request to the College, to Employees elected, or appointed to represent the Union at Union Conventions, or to attend Executive Committee meetings of CUPE, or its affiliated or chartered bodies, provided such leaves of absence, if they involve more than one person, will not, in the opinion of the College, interfere with the schedule of work or place undue hardship on other Employees. CUPE agrees to reimburse the College for the actual salary paid to the employee while on leave plus an amount determined by the College to cover the cost of benefits.

26.03 Leave for Full-Time Union Duties

An Employee who is elected or selected for a full-time position with the Union or any body, with which the Union is affiliated, shall be granted leave of absence without pay and without loss of seniority for a period of up to one year. Such leave shall be renewed each year, on request, during their term of office. Such leave shall require at least one month's notice prior to commencement of leave and prior to return to the College. The College will consider requests with less than one (1) month's notice upon consideration of, extenuating circumstances presented by the Union, and operational impact on the Employee's work unit. Such Employee shall receive benefits as provided by the Collective Agreement, subject to the provisions of the contract with the benefit carrier(s). The Union shall reimburse the College for all benefit premiums during the period of absence.

26.04 Workplace Leave

An Employee requested by the College to carry out College duties, related to College extra-curricular programs, shall be provided necessary time off, without loss of regular earning, to discharge such duties.

26.05 Compassionate Leave

An Employee shall be granted five (5) regularly scheduled work days leave, inclusive of any required travel time, without loss of salary or wages, in the case of death of a parent, spouse, (including common-law and same gender partner), sibling, child, in-law, fiancée, grandparent or grandchild. In recognition that compassionate leave is based on individual circumstances, the College may, upon request, grant additional compassionate leave

with pay or without pay. Leave may be granted in the case of the death of other close relatives, but without pay, and for such period of time as in the discretion of the College may be deemed proper. Requests are to be made in writing to the Chief Human Resources Officer.

26.06 Leave for Attendance at Funeral

The College, may, in its discretion, grant one (1) day leave of absence, without loss of salary, to an Employee to attend at a funeral as a pallbearer or mourner.

26.07 Compassionate Care Leave

An Employee shall be granted an unpaid leave for up to eight (8) weeks, in accordance with the provisions of the Employment Insurance Compassionate Care Benefit Plan, to care for a near relative who has a serious medical condition with a significant risk of death. During such leave, the Employee will continue to accumulate all benefits and seniority under the Collective Agreement. If the leave commences on the second calendar day of the month, the Employee's benefit premiums will continue to be cost shared with the College for up to 30 calendar days. Thereafter, if the Employee wishes to maintain benefit coverage, they will be responsible for paying 100% of the premium costs.

On return from leave the Employee shall be placed in their former position.

26.08 Leave for Court Appearances

- a) The College shall grant paid leave to Employees, other than Employees on leave without pay, who serve as jurors or witnesses in a court action, provided such court action is not occasioned by the Employee's private affairs.
- b) In cases where an Employee's private affairs have occasioned a court appearance, such leave to attend at court shall be without pay.
- c) An Employee in receipt of regular earnings while serving at court shall remit to the College all moneys paid to them by the court, except travelling and meal allowances.

26.09 Personal Leave

An Employee may be granted a leave of absence without pay and loss of seniority for good and sufficient reason. Request for such leave must be made in writing to the Chief Human Resources Officer. Such leave shall require at least two (2) month's notice prior to commencement of leave. The College will consider requests with less than two (2) month's notice upon consideration of, extenuating circumstances presented by the Employee, and operational impact on the Employee's work unit.

26.10 Deferred Salary Leave

- a) Subject to the approval of the College, Permanent CUPE Union members may participate in a Deferred Salary Leave Plan for a minimum of six (6) months. The College shall administer the plan in accordance to the plan document dated December 1986 and revised from time to time.
- b) The number of CUPE members approved by the College to go on deferred salary leave in a given academic year shall be a maximum of ten percent (10%) of the total permanent full-time appointed CUPE members on staff at that time.
- c) Provisions of the Collective Agreement shall not apply during deferred salary leave, except that the member may choose to pay 100% of the premium costs to continue the health care insurance and other benefits(s) that are applicable subject to the provisions of the contract(s) with the benefit carrier(s).
- d) The member granted deferred salary leave shall obtain a position upon their return. The period during which a person is on deferred salary leave shall not count towards their service time under the Collective Agreement or towards their earning of an increment.

26.11 Moving Leave

An Employee shall be entitled to one (1) working day per year without loss of pay to move to a new place of residence.

26.12 Grandparent Leave

An Employee shall be entitled to one (1) working day with pay to support their daughter or son on or following the birth of a grandchild.

**ARTICLE 27 – SICK LEAVE**

27.01 Casual Sickness

- a) "Casual Sickness" means an illness which causes an Employee to be absent from duty for five (5) consecutive working days or less.
- b) Employees shall be entitled to twenty (20) working days of short periods of sickness each fiscal year. Each day or portion of a day of casual sickness used within a fiscal year shall be deducted from the remaining sick leave entitlement for that year. Casual Sickness Leave does not carry over to ensuing fiscal years.
- c) An Employee shall be granted three (3) working days (these days are exclusive of Casual Sick Days) in any one July 1 to June 30 period without loss of pay or benefits, in the event of illness or hospitalization of an immediate family member including parent, spouse (including common-law and same gender partner), fiancée, child or others when arrangements or care cannot be provided by another family member, and the Employee becomes the primary care giver.
- d) If an Employee's casual sick days have been fully utilized, additional casual sick episodes will be on a basis of leave of absence without pay.

27.02 General Sickness and Short-Term Disability

- a) General sickness or short-term disability is defined as a sickness or disability which causes an Employee to be absent from service for six (6) or more working days. The College shall self-insure this benefit for a maximum period of ninety (90) calendar days for each discrete incident. If the sickness or disability exceeds ninety (90) calendar days then the

Employee may be eligible for coverage under the Long-Term Disability Plan pursuant to the terms of that Plan.

- b) The Health and Wellness Centre will maintain contact with the Employee during the leave to assess compliance with and the progress on the treatment plan prescribed by the Employee's duly qualified practitioner and to keep current on any developments impacting the Employee's expected date of return to the College.

27.03 Long-Term Disability

- a) The College will effect and maintain a Long-Term Disability Plan.
- b) Membership in the College administered Long-Term Disability Plan is a condition of employment for all Employees working greater than half-time. There is a waiting period of twelve (12) months from the commencement of employment before new Employees shall be eligible to join the Long-Term Disability Plan. Coverage shall commence immediately following completion of the waiting period.
- c) The Employee shall pay the total premium costs of providing benefits pursuant to Long-Term Disability insurance.
- d) An Employee off on long-term disability leave will be required to pay 100% of their benefit premium costs for the duration of their absence or the maximum time-frame of two years, whichever is the lesser amount of time. For pension benefits, payment is required for the duration the Employee is receiving long-term disability benefits as per the contribution rates set by the Local Authorities Pension Plan. Payment will be due in Human Resources on the last working day of the month for the preceding month's coverage and pension contributions.

27.04 Medical Certificate Requirement

The College may, require a certificate from a duly qualified practitioner certifying that a member's absence was necessitated by illness if any such absence exceeds five (5) consecutive work days. The cost, if any, for this certificate shall be reimbursed to the Employee by Human Resources.

## Appointments

Employees requiring time off for the purpose of attending appointments, in consultation with the supervisor may either make up the scheduled time within five (5) working days or take their casual sickness leave in one-half (1/2) hour increments.

## **ARTICLE 28 – MATERNITY LEAVE**

- 28.01 Maternity and Parental Leave shall be granted by the College, upon application to the Chief Human Resources Officer, to all Employees.
- 28.02 Such leave shall be applied for, in writing, not less than three (3) months prior to the estimated confinement date.
- 28.03
- a) An Employee who has completed twelve (12) months of continuous employment shall be eligible for a combination of fifty-two (52) weeks of Maternity and Parental Leave. The leave may commence at any time during the twelve weeks prior to the estimated date of delivery.
  - b) During the period of the leave in which the Employee is medically unable to work, the College will provide Supplemental Unemployment Benefits (as per the SUB plan contained in Appendix 'B') and pay the College portion of benefit premiums, providing that the Employee submits a medical certificate acceptable to the College supporting the absence on medical grounds.
- 28.04
- a) An Employee on Maternity and Parental Leave shall continue to accrue seniority and shall normally be returned to their same position and rate of pay upon their return to the College. If a position with the same classification is not available, and the Employee accepts a position with a lower classification, the Employee will not suffer any loss of pay or reduction in classification level or step in their new position. The Employee will advance through the steps of their classification level and will be eligible for any future general salary increases negotiated. Further, should such a change occur, the College would provide the Employee with one (1) month's written notice, with a copy to the Union.

- b) Term-Certain Employees while on maternity leave shall be entitled to apply for any term-certain or permanent positions that are posted while they are on leave. If the term-certain Employee is the successful candidate for the position, the College may approve a leave of absence for the remainder of the maternity leave or appoint the Employee at the conclusion of their maternity leave.
- 28.05 If a medical certificate is required for the Employee to return from leave to regular employment, it will be at the expense of the College.
- 28.06 Where a medical certificate is provided, stating that a longer period of leave is required due to complications related to pregnancy, the Chief Human Resources Officer shall extend the leave up to a maximum of eighteen (18) months.
- 28.07 Whenever an Employee is absent for more than twelve (12) months on Maternity and Parental Leave and where the Chief Human Resources Officer has not extended the leave period, the Employee shall automatically be deemed to have terminated employment when the twelve (12) month period expires.
- 28.08 An Employee who wishes to return to work from Maternity and Parental Leave, or wishes to resign while on leave, shall provide the College one (1) month's written notice of such intention.
- 28.09 An Employee may, subject to supervisory approval, carry over up to one-half (1/2) of their outstanding vacation entitlement to be utilized following their return from Maternity and Parental Leave.

## **ARTICLE 29 – ADOPTION LEAVE**

- 29.01 An Employee eligible under the Alberta Employment Standards Code will be granted an Adoption and/or Parental Leave consistent with the provisions of the Code upon written application to the Chief Human Resources Officer.

## **ARTICLE 30 – WAGES AND CLASSIFICATIONS**

- 30.01 Salaries and wages for all Employees, or classification of Employees covered by this Agreement, shall be prescribed in Appendix 'A' and Appendix 'A-1' attached hereto.

## ARTICLE 31 – PAYMENT OF WAGES AND ALLOWANCES

- 31.01 Employees shall be paid twice a month, on or before the 10<sup>th</sup> and 25<sup>th</sup> day of the month.
- 31.02 All Employees shall automatically advance on the Salary Grid on each anniversary date at their current Classification Level.
- 31.03 Employees who leave the College for a period of four (4) months or less will have their previous experience at the College recognized with regards to their salary placement. Employees will be rehired at their same step upon their return to the same or lower classification level. The Employee will advance through the steps of their classification level and will be eligible for any future general salary increases negotiated.
- 31.04 If the College requests an Employee covered by the CUPE Collective Agreement to transfer to a lower paying position, that Employee shall not suffer any loss of pay or reduction in classification level or step in their new position. The Employee will advance through the steps of their classification level and will be eligible for any future general salary increases negotiated.
- 31.05 When an Employee is required to use their automobile on College business, they shall be reimbursed in accordance with the College Travel and Related Expenses Policy.
- 31.06 Long Service Allowance
- Upon voluntary separation of employment, if an Employee has twenty (20) or more years of service, the Employee shall receive a one time payment of \$500.00 (five hundred dollars) in recognition of service to Red Deer College.
- 31.07 Long Service Increment
- The College will provide a long service increment for active permanent Employees according to the following schedule:
- \$ 0/month for Employees with 0 – 9 years of completed service
  - \$20/month (\$240/year) for Employees with 10 – 14 years of completed service

- \$30/month (\$360/year) for Employees with 15 – 19 years of completed service
- \$40/month (\$480/year) for Employees with 20 – 24 years of completed service
- \$50/month (\$600/year) for Employees with 25 or more years of completed service.

Service will be based on cumulative months of employment with the College calculated as of June 30<sup>th</sup> of each year and paid in the following year.

Should the eligible Employee terminate their employment they will receive a pro-rated amount from July 1<sup>st</sup> to their date of termination.

## **ARTICLE 32 – HEALTH BENEFITS, COMPENSATION AND PENSION PLAN**

### 32.01 Health Benefits

Eligible Employees will be entitled to health benefits named in this Article with no waiting period.

32.02 The College will contribute seventy-five (75%) of the cost of premiums for Alberta Health Care Insurance Plan, the Supplementary Health Care Plan and a Dental Plan. The College will contribute seventy-five (75%) of the premium for Life Insurance and Accidental Death and Dismemberment on an amount equal to two times (2X) the Employee's annual salary. Premiums for enhanced coverage shall be paid fifty percent (50%) by the College and fifty percent (50%) by the Employee.

32.03 An Employee who works full-time for eight (8) months or more, shall have the employer portion of their health benefits paid by the College, for the interim period between contracts, after they have completed two (2) consecutive terms of eight (8) months or more.

### 32.04 Supplementation of Workers' Compensation Award

The College shall continue to pay an Employee approved by WCB for receipt of Workers' Compensation payments as a result of an illness or injury occurring in the course of his work duties for the College at one-hundred percent (100%) of his regular pay until the earliest of the following:

- a) The Workers' Compensation Board certifies that the Employee is able to return to work, or
- b) The Workers' Compensation Board grants the Employee a disability pension as a result of the Employee not being able to return to work, or
- c) The Employee is eligible for an unreduced Local Authorities Pension, or
- d) The Employee's term of appointment expires.

32.05 During the period when the Workers' Compensation Board is reviewing the documentation on the injury or illness to determine if it is compensable within the Compensation Act, the Employee's lost time from work will be designated against his casual sick days and STD and LTD. If the compensation payments are subsequently received by the College from the Workers' Compensation Board, the Employee's casual sick days will be restored.

If the Workers' Compensation Board denies the Claim, the Employee will be entitled to casual sick days, STD and LTD as long as such absence is medically substantiated.

32.06 Pension Plan

Participation in the Local Authorities Pension Plan (LAPP) is a condition of employment for all full-time Employees.

Permanent part-time Employees shall have the option of joining the LAPP provided the Employee works at least 17 ½ hours per week.

The one year waiting period for LAPP will be waived if the Employee is coming from another LAPP employer and there is less than a six (6) month break in service.

**ARTICLE 33 – TUITION**

33.01 An Employee and his children, parents, and spouse shall be entitled to enrol in College courses without payment of tuition fees, subject to the following conditions:

- a) the Employee is a permanent Employee who works 17 ½ hours or more per week, or
- b) the Employee is a term-certain Employee who works 17 ½ hours or more per week for six (6) months or more in one contract;
- c) a maximum of three (3) Course Waivers of three (3) billing credits each in any one calendar year;
- d) the maximum Course Waiver shall be one (1) per term;
- e) the eligible person shall be responsible for all costs of supplies, materials or other direct costs, if any, that are required for the Course.

#### **ARTICLE 34 – PROFESSIONAL DEVELOPMENT**

34.01 The College and Union recognize the value of maintaining a proactive, knowledgeable and innovative workforce. As such, the College encourages and supports Employees to pursue professional development activities.

- a) Each fiscal year, the College shall make provisions in its budget for a professional development fund for the purpose of providing Employees with professional development opportunities.
- b) Decisions regarding changes to the staff development fund shall be made by the College, in consultation with the Staff Professional Development Committee.

#### **ARTICLE 35 – ATTENDANCE AT COURSES, SEMINARS AND CONFERENCES**

35.01 Employees who have been approved by their supervisor to attend a course, seminar, workshop, conference or equivalent during regularly scheduled hours of work shall be allowed time off with pay to attend.

35.02 An Employee who is required, by the College, to attend a course, seminar, workshop, conference or equivalent outside regularly

scheduled hours of work or on a regularly scheduled day off shall be granted equivalent time off in lieu at straight time rates.

- 35.03 An Employee who is required, by the College, to attend a course, seminar, workshop, conference or equivalent which necessitates travel outside the urban area in which he is employed shall be compensated at straight time for the actual hours spent in travel provided such travel time is in excess of the regularly scheduled work day or the regularly scheduled work week.

### **ARTICLE 36 - PARKING**

- 36.01 The same regulations governing parking facilities that apply to the other College staff members will apply to Employees covered by this Agreement. There will be no increase in the parking fees for the term of the Agreement.

### **ARTICLE 37 – PRO-RATING FOR PERMANENT PART-TIME AND TERM-CERTAIN EMPLOYEES**

- 37.01 Permanent part-time and term-certain Employees shall be entitled to the terms and conditions of this Collective Agreement; with the following exceptions:
- a) Article 20 – Vacation
    - pro-rated on hours worked for permanent part-time Employees who work less than the total number of hours per year of a full-time Employee.
    - 8% vacation pay for term-certain Employees and those permanent part-time Employees who work less than the total number of months per year.
  - b) Article 27 – Sick Leave
    - pro-rated based on hours worked
  - c) Article 32 – Health Benefits, Compensation and Pension Plan
    - does not apply to part-time Employees working less than 17 ½ hours per week

- does not apply to term-certain working a less than six (6) month contract

NOTE: The availability of medical benefits for part-time and term-certain Employees shall be subject to the contract between the College and the carrier of such benefits with regards to the inclusion of part-time and term-certain Employees for coverage of medical benefits.

d) Article 33 – Tuition

- does not apply to part-time Employees working less than 17 ½ hours per week
- does not apply to term-certain Employees working a less than six (6) month contract

For the College

For the Union

\_\_\_\_\_

\_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

**APPENDIX "A"**  
**Salary Scale**  
**July 1, 2010 – June 30, 2011**

<b>Level</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>
<b>A</b>	23,385 12.85	24,320 13.36	25,293 13.90	26,305 14.45	27,357 15.03
<b>B</b>	27,063 14.87	28,146 15.46	29,271 16.08	30,442 16.73	31,660 17.39
<b>C</b>	30,741 16.89	31,971 17.56	33,250 18.27	34,580 19.00	35,963 19.76
<b>D</b>	33,796 18.57	35,147 19.31	36,553 20.08	38,015 20.89	39,536 21.72
<b>E</b>	37,269 20.48	38,759 21.29	40,310 22.15	41,922 23.03	43,599 23.95
<b>F</b>	42,079 23.12	43,762 24.04	45,512 25.00	47,333 26.00	49,226 27.04
<b>G</b>	45,134 24.80	46,939 25.79	48,817 26.82	50,769 27.89	52,800 29.01
<b>H</b>	48,188 26.47	50,115 27.53	52,120 28.63	54,205 29.78	56,373 30.97
<b>I</b>	53,632 29.47	55,777 30.64	58,009 31.87	60,329 33.14	62,742 34.47

**July 1, 2010 – June 30, 2011**

- **\$750 for full-time Employees (permanent and term-certain working full-time working 35 hours per week) employed as of December 1, 2010, and;**
- **\$375 for part-time Employees (permanent and term-certain part-time working less than 35 hours per week and casual) employed as of December 1, 2010, and;**
- **a 0% general increase for all classification levels and steps.**

**APPENDIX "A"**

**Salary Scale**  
**July 1, 2011 – June 30, 2012**

<b>Level</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>
<b>A</b>	23,853 13.11	24,806 13.63	25,799 14.18	26,831 14.74	27,904 15.33
<b>B</b>	27,604 15.17	28,709 15.77	29,856 16.40	31,051 17.06	32,293 17.74
<b>C</b>	31,356 17.23	32,610 17.92	33,915 18.63	35,272 19.38	36,682 20.15
<b>D</b>	34,472 18.94	35,850 19.70	37,284 20.49	38,775 21.30	40,327 22.16
<b>E</b>	38,014 20.89	39,534 21.72	41,116 22.59	42,760 23.49	44,471 24.43
<b>F</b>	42,921 23.58	44,637 24.53	46,422 25.51	48,280 26.53	50,211 27.59
<b>G</b>	46,037 25.30	47,878 26.31	49,793 27.36	51,784 28.45	53,856 29.59
<b>H</b>	49,152 27.01	51,117 28.09	53,162 29.21	55,289 30.38	57,500 31.59
<b>I</b>	54,705 30.06	56,893 31.26	59,169 32.51	61,536 33.81	63,997 35.16

**July 1, 2011 – June 30, 2012**

- **2% general increase to all classification levels and steps on the salary grid.**

## APPENDIX "A-1"

# Schedule of Classifications

<b>Level</b>	<b>Position Title</b>
Level A	<ul style="list-style-type: none"> <li>Student Feedback Assistant, Research Services</li> <li>Telephone Interviewer, Research Services</li> </ul>
Level B	<ul style="list-style-type: none"> <li>Administrative Assistant, Health and Wellness (STEP)</li> <li>Bookstore Assistant, Sales Associate (Rush)</li> <li>Exam Invigilator, Assessment</li> <li>Library Assistant, Confluence Campus</li> <li>Program Assistant, Arts Division (Relief)</li> <li>Program Assistant, Science, Health, Sport and Education (Relief)</li> <li>Research Assistant, Research Services</li> <li>Telephone Interviewer Supervisor, Research Services</li> <li>Telephone Interviewer, Prospective Student Office</li> </ul>
Level C	<ul style="list-style-type: none"> <li>Bookstore Assistant, Shipping and Receiving</li> <li>Classroom Monitor</li> <li>Learning Commons Assistant - Library Information Common (Circulation)</li> <li>Learning Commons Assistant - Learning Support Services</li> <li>Library Assistant, Library Information Common</li> <li>Monitor, Information Technology</li> <li>Office Assistant, Athletics Web Imputer</li> <li>Office Assistant, Future Student Office</li> <li>Office Assistant, Student Funding and Awards</li> <li>Residence Assistant, Summer</li> </ul>
Level D	<ul style="list-style-type: none"> <li>Administrative Assistant, Academic Advising and Prospective Student Office</li> <li>Administrative Assistant, EVP Academic (Relief)</li> <li>Administrative Assistant, AVP Student Services</li> <li>Administrative Assistant, Campaign</li> <li>Administrative Assistant, Children's Programs</li> <li>Administrative Assistant, Counselling and Career Services</li> <li>Administrative Assistant, Human Resources and Leadership Development</li> <li>Administrative Assistant, Information Technology Services</li> <li>Administrative Assistant, Recording Secretary for Academic Council</li> <li>Administrative Assistant, Residence/Student Services</li> <li>Administrative Assistant, Student Funding and Awards</li> <li>Administrative Assistant, Student Services</li> <li>Administrative Assistant, Student Support Centre</li> <li>Bookstore Assistant, Sales Associate</li> </ul>

Office Assistant, Campus Management  
Office Assistant, Development/Community Relations  
Office Assistant, Outbound Call Centre  
Office Assistant, Student Services (Relief)  
Program Assistant, Performing and Visual Arts

Level E    Accounting Assistant, Accounts Payable  
Accounting Assistant, Fees  
Administrative Assistant, Campus Management  
Administrative Assistant, Dean of Business and Human Services  
Administrative Assistant, Dean's Office, Arts and Science, Health, Sport and Education  
Administrative Assistant, Faculty Professional Development  
Administrative Assistant, Marketing and Communications  
Administrative Assistant, President's Office (Relief)  
Administrative Assistant, Strategic Planning  
Administrative Assistant, Trades and Manufacturing Technologies  
Bookstore Assistant, Administration and Sales  
Bookstore Assistant, Shipper/Receiver  
Library Assistant, Confluence Campus  
Office Assistant, Continuing Education  
Office Assistant, Systems, Continuing Education  
Office Assistant, Materials Management  
Program Assistant, Medical Lab Assistant Program  
Program Assistant, Pharmacy Tech and Teacher Education  
Records Management Assistant, Information Technology Services  
Residence Assistant, Conference Coordination  
Student Services Assistant, Student Funding and Awards

Level F    Accounting Assistant, Fee's Office  
Administrative Assistant, Centre for Flexible Learning  
Administrative Assistant, Clinical Placement  
Administrative Assistant, Continuing Education  
Administrative Assistant, Disability and Counselling  
Administrative Assistant, EVP Academic  
Administrative Assistant, Health and Wellness  
Administrative Assistant, President's Office  
Bookstore Assistant, Buyer/Custom Publishing  
Bookstore Assistant, Coordination of Coursebooks  
Library Assistant, Circulation  
Library Assistant, Circulation and InterLibrary Loans  
Library Assistant, Reference  
Operations Assistant, Business and Human Services

Program Assistant, BScN and Nursing Refresher  
Program Assistant, Business and Human Services  
Program Assistant, Health Care Aide and Practical Nurse  
Program Assistant, Kinesiology/Sports  
Program Assistant, Nursing Department  
Program Assistant, Pharmacy Tech and Science Programs  
Program Assistant, Trades & Manufacturing Technologies

Level G Accounting Assistant, Financial Services  
Accounting Assistant, Financial Services  
Administrative Assistant, Community Relations  
Administrative Assistant, Dean Science, Health, Sport and Education  
Administrative Assistant, Distance Learning  
Administrative Assistant, Finance  
Administrative Assistant, Human Resources  
Administrative Assistant, Library Information Commons  
Administrative Assistant, Registrar's Office  
Administrative Assistant, Testing Services  
Administrative Officer, Donations  
Administrative Officer, Residence  
Administrative Officer, Facility Booking Centre  
Bookstore Assistant, General Merchandise Buyer  
Program Assistant, Humanities and Social Sciences  
Program Officer, Continuing Education  
Research Assistant, Research Services  
Student Services Assistant, International  
Student Services Assistant, Records  
Student Services Assistant, Registrar's Office

Level H Accounting Assistant, Accounts Payable  
Administrative Assistant, Testing and Disability Services  
Administrative Officer, Benefits  
Administrative Officer, Payroll  
Administrative Officer, Registrar  
Administrative Officer, Systems and Records, Continuing Education  
Library Assistant, Acquisitions  
Library Assistant, Cataloguing  
Library Assistant, Electronic Resources, Acquisitions and Cataloguing  
Library Assistant, Marketing and Events  
Library Assistant, Reference and InterLibrary Loans  
Student Services Assistant, Student Funding and Awards

Level I Administrative Officer, Testing Services

## APPENDIX 'B'

### Supplemental Unemployment Benefit (Sub) Plan

- A. All Red Deer College Employees who have been employed by the College for a continuous period of at least twelve (12) months are covered by the plan.
- B. The plan is to supplement the unemployment insurance benefits received by eligible Employees for temporary unemployment caused by health related reasons during pregnancy and the immediate post-pregnancy period.
- C.
  - (1) Employees must prove that they have applied for, and are in receipt of, unemployment insurance benefits under the plan.
  - (2) SUB is payable for a period during which an Employee is not in receipt of UI if the only reason for non-receipt is that the claimant is serving the two week UI waiting period.
- D.
  - (1) The benefit level paid under this plan is set at 95% of the Employee's regular weekly earnings.
  - (2) The combined weekly rate of the UI benefit and SUB payments will not exceed 95% of Employees' normal weekly earnings.
- E. This SUB benefit will be paid for a maximum of fifteen (15) weeks.
- F.
  - (1) The plan is financed by Red Deer College's general revenues.
  - (2) SUB payment information and records will be kept separate from payroll records.
- G. Red Deer College will inform the Canada Employment & Immigration Commission in writing of any changes to the plan within thirty (30) days of the effective date of the change.
- H. Employees do not have a right to SUB payments except for supplementation of UI benefits for the unemployment period as specified in the plan.
- I. Payments in respect of a guaranteed annual remuneration or in respect of defined remuneration or severance pay benefits will not be reduced or increased by payments received under the plan.

Dated October 30, 1992  
Revised February 20, 2007

## APPENDIX 'C'

### Re: Letters of Understanding

Letters of Understanding will be provided between the parties under the following circumstances:

When it is agreed

- to modify/amend the Collective Agreement
- to add, create or delete new provisions/clauses in the Collective Agreement

To define the terms and conditions when

- an Employee has been granted a leave of absence for a defined period of time to work in an out-of-scope position
- an Employee participates in job sharing arrangements
- a permanent Employee takes a term-certain position for a defined period of time
- an Employee works from home
- the College's duty to accommodate necessitates temporary reassignment as part of a modified work or alternate work plan

For the College

For the Union

\_\_\_\_\_

\_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

LETTER OF UNDERSTANDING #1

Between

The Red Deer College

And

The Canadian Union of Public Employees  
Local 1445

Re: Full-time President

The parties agree:

To establish a joint committee, with equal representation from CUPE and the employer, to develop an agreement/policy on the workload issues of the President and the other officers of the Union. The committee will also review the implications of the following but is not limited to this list:

- back-filling of officers' positions when on Union business
- scheduling of specific days of the week for meetings
- budgetary impacts to the Union and College
- etc.

This work shall be completed prior to February 28, 2011.

For the College

For the Union

\_\_\_\_\_

\_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

LETTER OF UNDERSTANDING #2

Between

The Red Deer College

And

The Canadian Union of Public Employees  
Local 1445

With respect to Article 32.02 (a) of the CUPE Local 1445 Collective Agreement, it is hereby agreed between the parties that the College's Share of the Alberta Health Care premiums for CUPE members shall be invested in a Health Spending Account.

The College's share of the Alberta Health Care premiums shall be calculated as the total premiums paid on behalf of eligible CUPE members (the College's 75% premiums share) for the calendar year 2008.

Red Deer College will deposit \$250.00 per benefit eligible CUPE member in the Health Spending Account effective July 1, 2010.

Should Alberta Health Care premiums or any other form of premium, program or tax be introduced by the Government of Alberta [("new premium")] that creates a cost for health care to CUPE members, then the language and intent of 32.02 (a) will apply. [If the amount of the new premium is less than the old premium, the Health Spending Account payment by the college shall continue, but with the payment lowered to the difference between the old premium and the new premium.] The ongoing existence of the Health Spending Account may be discussed in future Collective Agreement negotiations.

For the College

For the Union

\_\_\_\_\_

\_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

LETTER OF UNDERSTANDING #3

Between

The Red Deer College

And

The Canadian Union of Public Employees  
Local 1445

Re: Terms of Reference for CUPE Classification System

The undersigned parties agree that the CUPE Classification Project Committee consisting of 2 CUPE Members and the Employer shall develop Terms of Reference to address the ongoing operation and maintenance of the CUPE Classification System to ensure the integrity of the plan.

This work shall be complete prior to January 31, 2011.

For the College

\_\_\_\_\_

Date \_\_\_\_\_

For the Union

\_\_\_\_\_

Date \_\_\_\_\_