

COLLECTIVE AGREEMENT

Between:

THE BOARD OF GOVERNORS OF KEYANO COLLEGE,
Fort McMurray, Alberta
(Hereinafter called the Employer)
PARTY OF THE FIRST PART

and

THE CANADIAN UNION OF PUBLIC EMPLOYEES, Local 2157
(Hereinafter called the Union)
PARTY OF THE SECOND PART

July 1, 2012 to June 30, 2016

This agreement made this _____ day of February, 2013.

Preamble

The purposes and objects of the Agreement are a) to maintain a harmonious and co-operative relationship between the employer and the employees covered by this Agreement; b) to provide an amicable method of settling differences or grievances which may arise between the employer and the employees; c) to stipulate wages and working conditions; and d) to promote the mutual interests of the employer and the employees.

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ARTICLE 1 - TERM OF COLLECTIVE AGREEMENT

- 1.01** The term of this Agreement shall be from the 1st day of July, 2012 to the 30th day of June, 2016. The Agreement shall be binding and remain in effect beyond the expiration date from year to year thereafter unless notice has been given by either party to amend or terminate this Agreement. Such notice must be given in writing to the other Party not less than sixty (60) days or more than one hundred and twenty (120) days prior to the expiry date.
- 1.02** Where notice to amend has been served, the Collective Agreement shall remain in effect during the resultant negotiation process.
- 1.03** Notwithstanding anything in this article, any portion of this Agreement may be opened for negotiation between the employer and the Union at any time provided that both parties agree. Either party wishing to amend any article of this Agreement shall give written notice stating the article(s) to be amended and change(s) requested. All amendments mutually agreed upon shall be added to the Collective Agreement as letters of understanding which shall supersede original articles.

ARTICLE 2 - DEFINITIONS OF EMPLOYEES

- 2.01** **Employee:** shall mean a person employed by Keyano College, recognized in the bargaining unit and covered by this collective agreement.
- 2.02** **Permanent Employee:** shall mean an employee who works regular hours on an ongoing, predictable basis with no foreseen end date and who has completed the probationary period.
- 2.02.1** Full-time Employees in permanent positions shall be eligible for all provisions of the collective agreement except as the context may require.
- 2.02.2** Part-time Employees in permanent positions whose regular work week is at least fourteen (14) hours shall be eligible for all provisions of the collective agreement except as the context may require. The various holiday and leave entitlements earned by such employees are pro-rated according to the length of the employees' work weeks.
- 2.02.3** Part-time Employees in permanent positions whose regular work week is less than fourteen (14) hours shall be paid 11.2% in addition to earned pay, in lieu of vacation, holiday pay, and benefits. Articles 18, 19, 20, 23, 24, 25, 26.01, and 27 do not apply to these employees.
- 2.02.4** Sessional Employee: shall mean an employee who works regular hours on an ongoing predictable basis with no foreseen end date but less than twelve (12) months of each year.
- 2.02.5** Permanent employees, on staff on the date of signing of this collective agreement, shall retain their current employment status and weekly hours,

except as may be mutually agreed or as may be required by necessary organizational changes.

- 2.03 Term Employee:** shall mean an employee who works regular hours on a predictable basis, for a limited term of not more than two (2) years, for a specific temporary project or identifiable task. Term Employees do not have access to Article 10 in case of dismissal.
- 2.04 Probationary Employee:** shall mean an employee hired into a permanent, sessional, or term position who has not yet completed the applicable probationary period. Probationary Employees do not have access to Article 10 in case of dismissal.
- 2.05 Temporary Employee:** shall mean an employee hired and appointed to work regular hours on a temporary basis.
- 2.05.1** Continuous employment on a temporary basis shall not exceed six (6) months without the agreement of the Union.
- 2.05.2** A temporary employee shall be paid 11.2% in addition to earned pay, in lieu of vacation, holiday pay, and benefits. Articles 18, 19, 20, 23, 24, 25, 26.01, 26.02, and 27 do not apply to temporary Employees.
- 2.05.3** Temporary Employees do not have access to Article 10 in case of dismissal.
- 2.06 Casual Employee:** shall mean an employee hired and appointed on an "as required" basis.
- 2.06.1** Continuous employment on a casual basis shall not exceed thirty (30) consecutive work days without the agreement of the Union.
- 2.06.2** A casual employee shall be paid 11.2% in addition to earned pay, in lieu of vacation, holiday pay, and benefits. Articles 10, 12, 18, 19, 20, 23, 24, 25, 26.01, 26.02, and 27 do not apply to Casual employees.
- 2.07 Student Employee:** shall mean a bona fide student who is hired in a temporary capacity for a specific project or identifiable task. Articles 10, 12, 18, 19, 20, 23, 24, 25, 26.01, 26.02, and 27 do not apply to Student employees.
- 2.07.1** Effective the first day of the month following signing of this agreement, the minimum student employment rate shall be fifteen dollars thirty-eight cents (\$15.38) per hour, plus four per cent (4%) vacation pay. The Employer may pay a student employee a higher rate when market conditions so require.
- 2.07.2** A student employee shall not displace or replace an existing employee who is normally employed during the period, except for vacation coverage.

ARTICLE 3 - UNION RECOGNITION AND SECURITY

3.01 Union Dues

The Employer agrees to deduct from the wages of each Employee as a condition of employment once each pay cycle an amount equivalent to the normal monthly Union dues. Such Union dues deductions shall be forwarded to the Treasurer of CUPE Local 2157 together with a list of Employees' names, addresses, home phone numbers, salary and the amounts of deductions not later than fifteen (15) days after the end of the pay cycle. Seniority information (Article 14.02) shall also be included in this report which will include employees' employment status, classification/salary band, job title, and seniority date.

For clarification "job title" means the working title of the position and may be found in the Job Identification section of the job fact sheet; "classification" means the three-character alphanumeric code identifying the kind and level of work, determined through the classification process in Article 12.

3.02 Change In The Amount of Dues

The Union shall advise the Employer, in writing, of any change in the amount of dues to be deducted from the Employees. Such notice shall be communicated to the Employer at least thirty (30) days prior to the effective date of the change.

3.03 Dues Receipt

The Employer agrees to include on the Employee's T-4 Summary the amount of Union dues paid in the previous year.

3.04 Employer To Inform New Employees

The Employer agrees to inform potential and new Employees that a Union Agreement is in effect. The Employer, upon notification by the Union, shall deduct the five dollar (\$5.00) Union initiation fee from each new Employee who has signed a Union membership card. The Employer shall provide each Employee with a copy of the Collective Agreement and shall provide to the President of Local 2157 the names of new Employees and the Department in which they work.

3.05 Printing Of Collective Agreement

The costs of printing the Collective Agreement shall be shared equally between the parties. The format and method of production shall be a matter of mutual agreement.

3.06 Union Recognition

The Employer recognizes the Canadian Union of Public Employees and Local 2157 as the sole and exclusive bargaining agent for all employees whose bargaining rights are granted under Certificate #11-78, issued pursuant to the Public Service Employee Relations Act. It is agreed that bargaining unit work will not be performed outside the bargaining unit except in emergency situations, for training purposes or with consultation with CUPE Local 2157.

3.07 Union Stewards

During the term of this agreement the Union agrees to provide the College with a current list of Shop Stewards who are authorized to perform Steward duties on behalf of CUPE Local 2157.

3.08 Bulletin Boards

The Employer shall provide wall-mounted bulletin boards for posting of Union notices and information at Suncor Energy Industrial Campus, Syncrude Sport & Wellness Centre, The Bob Lamb Centre, Clearwater Campus, and Fort Chipewyan Campus. The Employer shall also permit use of one mobile bulletin board, supplied by the Union, of a size acceptable to the Employer, at the main entrance to the College. The Union shall have the right to post notices that have received prior approval of the Employer on such bulletin boards.

3.09 Web Site

The Employer shall provide, on the Human Resources screen or other mutually agreed location on its web site, a link to the CUPE 2157 web site.

ARTICLE 4 - MANAGEMENT RIGHTS

- 4.01** Subject to the terms of this Agreement, the Union recognizes the right of the Employer to the management of its operation and the direction of the working forces, including the right to select and hire Employees, promote and/or transfer any Employee or discharge any Employee for just cause.

Government Sponsored Programs

- 4.02** The Union recognizes the right of the Employer to participate in Government Employment Programs and the Community Co-op Apprenticeship Program. The terms and conditions of employment shall be determined by the Employer and fall outside the scope of this agreement.

4.02.1 Any such employment shall not result in the lay-off, reduction of work or remuneration, or redundancy of any existing Union position.

4.02.2 The Employer shall provide the Union with information as to the nature of the program, the number of Employees hired, remuneration, term of employment and job description.

4.02.3 The Union shall have the right to deny any such program that violates Clause 4.02.1.

ARTICLE 5 - REPRESENTATION AND NEGOTIATING COMMITTEE

- 5.01** No individual Employee or group of Employees shall undertake to represent the Union at meetings with the Employer without proper authorization of the Union. In order that this may be carried out, the Union shall supply the Employer with the names of its

officers. The Employer shall be notified immediately of any change of officers by correspondence exchanged between the Recording Secretary of the Union and the Director of Human Resources.

- 5.02** A Negotiating Committee shall be appointed by CUPE Local 2157 and consist of not more than three (3) members of the Union and a spokesperson appointed by the Union. The number of members may be increased by mutual agreement between Management and the Union Executive.
- 5.03** When negotiations occur during regular working hours, time off shall be granted without loss of regular rate of pay and benefits for the members of the Union Negotiating Committee while negotiating a Collective Agreement, or up to three (3) members participating in mediation or arbitration proceedings. The Committee shall not consist of more than one (1) employee from a department, unless operational requirements permit otherwise.
- 5.04** The Employers Negotiating Committee may include a member of the Board of Governors of Keyano College.
- 5.05** Representatives of CUPE shall have the right to investigate and assist members of CUPE Local 2157 in any differences arising out of this Collective Agreement. Access to the Employer's premises for such activities shall require prior approval of the Employee's Dean/Director, or in their absence, the Deans'/Directors' immediate supervisor (Vice President or President). Such approval shall not be unreasonably withheld.

ARTICLE 6 – UNION MANAGEMENT CONSULTATION COMMITTEE

- 6.01** The parties agree to establish a Union-Management Consultation Committee to meet for the purposes of promoting better communications, mutual respect, understanding and confidence between management and labour. The meetings between the Employer and Employees are intended to maintain and enhance harmonious relations between them; to discuss ways of improving work methods and conditions of work, staff development and new work procedures and policies; to receive details of proposed operational changes whenever possible; workload issues; and other matters as agreed to mutually by the Committee.
- 6.02** Terms of reference for the Committee outlining protocol, venue, meeting dates and times, minutes, etc. shall be established by the Committee and amended from time-to-time as they see fit.
- 6.03** **Consultation**
This Committee shall serve as one means of consultation between the Employer and the Union. Consultation is a process in which one party divulges information and allows the other party a reasonable opportunity to make a considered response, following which the response (if any) is taken into consideration by the first party in deciding a future course of action.

ARTICLE 7 - NO DISCRIMINATION

- 7.01** The Employer and the Union agree that there shall be no discrimination, interference, restriction, nor coercion with respect to any Employee in the matter of hiring, wage rates, training, upgrading, promotion, transfer, layoff, recall, discipline, discharge, or otherwise by reason of age, race, colour, ancestry, or place of origin, political affiliation or lack of it, religious beliefs, gender, marital status, place of residence, physical and mental disability, sexual orientation, nor by reason of his/her membership or activity in the Union.
- 7.02** The Employer shall post a contact list for the Individual Rights Committee on the intranet and in a prominent public location on every campus and shall maintain the postings on a quarterly basis. Specifically, on Clearwater Campus, the list shall be posted on the notice board adjacent to the Bookstore.

ARTICLE 8 - WORKPLACE ENVIRONMENT

- 8.01** Board Policy 3.41, Individual Rights Policy shall govern the working relationship between Employer and all College Employees.
- 8.02** The parties agree that the workplace should be free from harassment, intimidation or bullying of any form caused by any employee, volunteer, visitor or student. Such incidents, when reported, shall be subject to appropriate investigation and resolution consistent with the Individual Rights Policy.
- 8.03** Board Policy 3.41, Individual Rights Policy, shall not be amended without consultation with CUPE Local 2157.

ARTICLE 9 – WORKPLACE HEALTH AND SAFETY

- 9.01** The Employer and the Union acknowledge their common concern for maintaining a safe and healthy working environment to prevent occupational injury and illness. In order to provide for the safety and health of employees at work, it is agreed cooperative methods will be encouraged.
- 9.02** To this end, the bargaining unit shall have equal representation, as per Health and Safety legislation, on the Joint Worksite Health and Safety committee. Relevant terms of reference shall be developed by the committee, to be contained in a policy statement.

ARTICLE 10 - GRIEVANCE PROCEDURE

- 10.01** **Definition of Grievance**
A grievance shall be defined as any difference arising out of the interpretation, application, administration, or alleged violation of the Collective Agreement.

- 10.02** In the event of any difference arising from any point listed in 10.01, it shall be settled in the following manner.

Informal Discussion

- 10.03** An Employee shall first seek to settle the difference through discussion with his/her Dean or Director within fifteen (15) working days of the date he/she first became aware of the occurrence, giving rise to the difference. The Employer/Employee may choose to have a Shop Steward or local executive member present. The Dean or Director shall respond within fifteen (15) working days from the discussion taking place.

Level 1

- 10.04** If the difference is not resolved during an informal discussion, it shall be submitted in writing by the Union to the Director of Human Resources within fifteen (15) working days from the date the response was received from the Dean or Director. The Director of Human Resources shall forward the grievance to the appropriate Vice President or other designated officer promptly.

The Vice-President or the designated officer shall submit a written reply to the Employee and/or the Union within fifteen (15) working days of the submission of the grievance.

Level 2

- 10.05** If the grievance is not satisfactorily settled at Level 1, it may be submitted to the President or his/her designee within fifteen (15) working days of the receipt of the reply at Level 1.

The President or his/her designee shall submit a written reply to the Employee and the Union within twenty (20) working days of the submission of the grievance at Level 2.

Level 3 - Mediation

- 10.06** Either party, after the completion of Level 2, may suggest to the other that a grievance filed under the collective agreement be referred to mediation. The party to whom the suggestion is made is free to accept or reject the suggestion within 15 working days. Grievances shall only be referred to mediation if both parties so agree. The parties agree to share equally the fees and expenses of the Mediator unless the parties and the Mediator otherwise agree. If the mediation resolves the grievance, the Mediator shall provide the parties with a report outlining the basis for settlement. If mediation does not resolve a grievance, either party is free to start proceedings or to continue proceedings to resolve the grievance.

Level 4 - Arbitration Board

- 10.07** Failing settlement at Levels 2 or 3, either party may refer the grievance to arbitration by providing written notice to the other party within twenty (20) working days of the reply at Levels 2 or 3. The notice of referral shall:

- (a) be delivered by hand, registered mail, or receipted courier service,
- (b) contain a statement of the grievance, and

- (c) state the name and address of the referring party's appointee to the arbitration board.
- 10.08** The responding party shall, within ten (10) working days after receiving notice of referral to arbitration, name its appointee to the arbitration board and shall send written notice to the referring party.
- 10.09** The two appointees shall, within fifteen (15) working days of the appointment of the second of them, appoint a mutually-acceptable third party to serve as Chair of the arbitration board.
- 10.10** If the two appointees fail to agree upon a Chair within the required time limit, either party may, giving five (5) days notice to the other, make application to the Chair of the Labour Relations Board to appoint a Chair for the Arbitration Board.
- 10.11** If the chair or any member of the arbitration board refuses to act or is or becomes incapable of acting, a new chair or member may be appointed in the same manner as the original chair or member was appointed.
- 10.12** No person shall be disqualified from acting as a member of the arbitration board unless that member is directly affected by the grievance or has been involved in an attempt to negotiate or settle the grievance.
- 10.13** The expenses and remuneration of the persons appointed under clauses 10.07 and 10.08 shall be paid by the party making the appointment. The expenses and remuneration of the Chair of the Arbitration Board shall be paid in equal shares by the Employer and the Union.
- 10.14** **Decision of the Board**
The decision of the majority shall be the decision of the Board. If there is no majority, the decision of the Chairman shall be the decision of the Board. The decision of the Board shall be final, binding and enforceable on all parties.
- 10.15** The Board shall not by its award alter, amend or change the terms of the collective agreement.
- 10.16** A Board dealing with a case of discipline or discharge shall have the power to substitute such other penalty as the Board deems just and reasonable in all the circumstances.
- 10.17** The award of the arbitration board shall be served by the Chair on the parties to the grievance by double registered mail, personally, by receipted courier service, or by such other means as may be acceptable to the parties. The Chair of the arbitration board shall, at the request of any of the parties to the grievance, make an affidavit or an affirmation that the award has been served.
- 10.18** **Policy Grievance**
Where a difference involving a question of general application or interpretation occurs, the Union may initiate a grievance at Level 2.

Where the Employer seeks to enforce an obligation flowing from the Union to the College, such a grievance shall

- (a) contain a statement of the grievance,
- (b) be signed by the President, and
- (c) be delivered by hand, registered mail, or receipted courier service to the President of CUPE Local 2157.

10.19 Time Limits

10.19.1 If the Employee and/or Union fails to process the grievance within the time limits specified, he/she shall be deemed to have abandoned his/her grievance.

10.19.2 If the Employer fails to process the grievance within the time limits specified, the Employee and/or Union shall be deemed to have won the grievance.

10.19.3 The time limits shall be exclusive of Saturdays, Sundays and Statutory Holidays.

10.19.4 The time limits may be extended by mutual agreement in writing.

10.20 Variance from Grievance Procedure

Either the Union or the Employer may propose to the other party that a grievance be submitted to a sole arbitrator. In making such a proposal, the party shall specify the name or a list of names of the person or persons it is willing to accept as sole arbitrator, instead of the name of an appointee as required by 10.07(c). The other party shall, within ten (10) working days

- (a) agree to such submission, accepting the person or one of the persons proposed,
- (b) agree in principle to the appointment of a sole arbitrator, and submitting the name or names of the person or persons it is willing to accept as sole arbitrator, or
- (c) require that the appointment procedure in clauses 10.07 to 10.13 be followed.

If both parties agree on a sole arbitrator, that person shall be empowered to act as Chair of the Arbitration Board.

If the parties fail to agree within fifteen (15) working days on a sole arbitrator, the appointment procedure in clauses 10.07 to 10.13 shall be followed.

10.21 Discipline, Suspension and Discharge

In the case of a grievance arising out of discipline, other than discharge or suspension, such grievance shall be commenced at Level 1 of the grievance procedure within fifteen (15) working days from the date the discipline was imposed.

In the case of a grievance arising out of the administration of the wage schedule, such grievance shall be commenced at Level 1 of the grievance procedure within fifteen (15) working days from the date the Employee was formally notified of the action or the refusal to act.

Subject to Clause 2.05.3, in the case of a grievance arising out of discharge or suspension, such grievance shall be commenced at Level 2 of the grievance procedure within fifteen (15) working days from the date the discharge or suspension was imposed.

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

10.23 **Notice of Discharge, Suspension or Discipline**

The Employer and the Union endorse the practice of progressive discipline, consistent with the principle that any discipline should be consistent with the infraction.

10.23.1 When an Employee is discharged, suspended or disciplined, such Employee and the Union shall be advised in writing, by the Employer of the reason for such action. Employees shall be entitled to Union representation during any meetings of this nature and will be made aware of this right prior to the meeting.

10.23.2 If the Employer is unable to complete its investigation of the matter and issue an appropriate notice of discipline within fifteen (15) work days after becoming aware of the circumstance, the Employer shall notify the Employee and the Union forthwith that the matter is under investigation.

10.23.3 A notice of investigation shall expire after ninety (90) days unless extended in writing, in consultation with the Union and for reasonable cause.

10.24 **Unjust Suspension**

10.24.1 If in the opinion of the parties an Employee has been unjustly suspended, the Employee shall be immediately reinstated in his/her former position or in an equivalent position or otherwise 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 Adjudication, if the matter is referred to such a Board.

10.24.2 In the case of reinstatement of an Employee after it has been determined that the Employee was unjustly suspended, all relevant documents related to the cause of the suspension shall be removed from the Employee's personnel file. The Employee and the Union shall be advised in writing of such action.

10.25 **Grievance and Adjudication Pay Provisions**

A Union Steward or other Union official of Local 2157 CUPE shall not suffer any loss of wages or benefits in the grievance and adjudication procedures. The Union Representative shall endeavour to fully investigate the grievance outside of work time. Should time during normal working hours be required by the Union Representative to attend grievance and adjudication matters, they shall first seek permission from the designated Dean or Director. Such permission shall not be unreasonably withheld.

10.26 Personnel File

An Employee shall have the right to review their entire personnel file by appointment and has the right to respond in writing to any document contained therein. Such a reply shall become part of the file. Upon review of the personnel file by the Employee, the Employee shall advise Human Resources in writing as to which selected items in the personnel file they wish to have a copy of. Human Resources shall provide the requested copies as soon as possible.

Past disciplinary infractions, except suspensions, shall be deemed void after an Employee has maintained a clear record with no infractions for twenty-four (24) months.

ARTICLE 11 - JOB CLASSIFICATION AND RECLASSIFICATION

11.01 The position of every employee covered by this Collective Agreement shall be evaluated (classified) and assigned to the appropriate salary band in accordance with Keyano College Procedure 3.37 (Support Staff Classification).

11.02 The Employer may, when deemed necessary, draw up job fact sheets and may ask Employees to fill such positions at the appropriate salary range. The Employer, when making substantial changes to the job fact sheet for an existing position, filled or unoccupied, shall submit the new fact sheet to the Job Classification Committee for appropriate salary banding. In case of a filled position, the incumbent shall be consulted and allowed to provide input into such changes before they are implemented.

11.03 An employee, on request to his/her supervisor, shall be provided with a copy of his/her job fact sheet.

11.04 In the event an employee is reclassified to a classification with a lower basic rate of pay, the employee shall continue to receive their previous basic rate of pay until the basic rate of pay for the lower classification is equal to or greater than their previous basic rate of pay. In the event the employer changes the allocation of the work being performed by a permanent employee to a classification with a higher basic rate of pay, the employee shall be placed at the appropriate rate in the new salary band.

11.05 Reclassification Process

11.05.1 In the event that an employee considers that his/her current position is not correctly classified, the employee may apply for reclassification according to Keyano College's Procedure 3.37. If an Employee's application to a higher pay band is approved, the change shall take effect from the date the successful application was submitted.

11.05.2 Keyano College Procedure 3.37 (Support Staff Classification) shall not be amended without input from CUPE Local 2157.

11.06 A job fact sheet shall be provided to all employees prior to employment. A copy of the receipt signed by the employee shall be forwarded to CUPE Local 2157.

ARTICLE 12 - JOB POSTINGS, PROMOTIONS, TRANSFERS, SECONDMENTS

12.01 Job Posting

When a vacancy occurs or a new position is created of a permanent or project nature within the bargaining unit, it shall be posted on all agreed upon bulletin boards noted in Article 3.08 for five (5) work days for the information of members of the bargaining unit. Copies of all postings are to be supplied concurrently to the Secretary of CUPE Local 2157. In the event that a full-time or term position has become vacant and has not been filled within three (3) calendar months of the vacancy, the Employer shall, upon request, provide CUPE Local 2157 with a summary of the status of the competition and the reasons for the delay in filling the position.

12.02 Information

Job posting notices shall contain the following: Title and nature of the position, salary band, job classification, qualifications, required knowledge and education, number of hours of work, whether shift work is required, and the closing date of the competition.

12.03 Selection Procedure

The Parties agree that opportunity for career advancement should increase with length of seniority. Selection shall be carried out in the following sequence:

First - the College shall interview all qualified applicants from within the bargaining unit, then;

Second - the College may interview qualified applicants from outside the bargaining unit, and

Third - the College shall offer the position to the interviewed candidate possessing the best combination of qualifications, ability and performance.

Where two or more interviewed candidates are judged to be relatively equal in having the best combination of qualifications, ability and performance, the applicant among them having the most seniority shall be offered the position.

12.04 Nothing in this Article prevents the College from filling a vacancy on a temporary basis, until the position is filled in accordance with this Article. However, temporary, term and casual employees will not be used as long-term replacements for permanent positions.

12.05 Probationary Period

The probationary period for all employees, other than Casual, shall be six (6) months. Any absences for periods of five (5) or more consecutive working days may be added to the initial six (6) months probationary period. In addition, if required, the Employee's probationary period may be extended up to an additional three (3) months provided the reasons for the extension are given in writing to the Employee and the Union.

Should an employee within the initial six (6) months probationary period, through the competition process, be transferred or promoted to another position within the bargaining unit, the employee shall serve another probationary period as per this clause.

Upon successful completion of the probationary period, the Employee shall become a Permanent Employee.

If no performance review has occurred either by the end of the fourth (4th) month or the sixth (6th) month anniversary date, the employee shall be deemed to have had a positive review.

12.06 Assessment Period for Job Postings and Transfers of Permanent Employees

When a Permanent Employee is transferred or is promoted by the College, he/she shall be assessed for a period of three (3) months. If required, the Employee's assessment period may be extended up to an additional three (3) months providing the reasons for an extension are given in writing to the Union and employee.

Upon successful completion of the assessment period, the Employee shall be confirmed in the transferred or promoted position. In the event the applicant proves unsatisfactory in the position during the aforementioned assessment period, or if the Employee finds himself / herself unable to perform the duties of the new position, the Employee shall be returned to his/her former position or equivalent position at the previous wage or salary and without loss of seniority. Any other Employee promoted or transferred because of the rearrangement of positions may also be returned to his/her former position at the previous wage or salary without loss of seniority.

12.07 Acting Incumbency Pay

Acting incumbency pay shall be paid to an Employee who is directed to perform the principal duties of a higher level position on a temporary basis for a period of three (3) consecutive work days or more. An eligible employee shall be paid acting incumbency pay for the total period of acting incumbency, including the three (3) day qualifying period. An employee receiving acting incumbency pay may also be required to perform some of the duties of his/her regular position.

Acting incumbency pay shall be the employee's current salary plus a 10% premium of that salary or the rate of the higher level position, whichever is greater.

12.08 Secondments

Employees may, by mutual agreement, be temporarily seconded to faculty or administrative positions. Employees who are seconded to faculty or administration positions shall be eligible during their secondments for compensation, holiday, vacation, and medical benefits according to the terms of the faculty agreement or relevant College policy, as applicable. When the College proposes to enter into a secondment agreement with an Employee, that Employee shall have the right to discuss the proposed agreement with CUPE Local 2157 before signing. Seconded Employees shall have the right to return to their previous positions at any time during the secondment, but the Employer may require two (2) weeks' notice of any such action.

- 12.09** Permanent employees who accept temporary or term positions shall retain their permanent status, seniority and all rights to the Collective Agreement.

ARTICLE 13 - SENIORITY

13.01 Seniority Defined

Seniority is defined as the length of service in the bargaining unit from date of hire. Seniority shall operate on a bargaining unit-wide basis. Those Employees presently employed within the bargaining unit but hired with the Employer prior to certification shall have their seniority effective from the original date of employment. Any authorized leave shall not result in a loss of seniority.

13.02 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 included with the monthly dues check off report (see Article 3.01) and sent to CUPE Local 2157 in a mutually acceptable format.

13.03 Probation on Newly-Hired Employees

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

13.04 Loss of Seniority

An Employee shall not lose seniority rights if he/she is 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) He / she is discharged for just cause and is not reinstated.
- (b) He / she resigns in writing and does not withdraw such resignation within two (2) days thereafter.
- (c) He / she is absent from work in excess of three (3) working days without sufficient cause or without notifying the College, unless such notice was not reasonably possible.
- (d) He / she is laid off for a period longer than twelve (12) months.

ARTICLE 14 - PAYMENT OF WAGES

- 14.01** Pay days shall be semi-monthly. Employees shall be paid in accordance with the appropriate salary band for their classification, established in Appendix "A" attached to and forming part of this Agreement. On each pay day, each Employee shall be provided with an itemized statement of wages, overtime and other supplementary payments and deductions.

The Employer shall not make deductions from wages or salary unless authorized by the Employee, statute, court order, arbitration order, or by this agreement.

Overpayment shall be recovered by the Employer after advising the Employee. The College shall not initiate recovery of overpayments after twelve (12) months has elapsed, but may initiate recovery of fraudulent overpayments at any time. To avoid potential hardship to employees, reasonable repayment schedules will be established as necessary.

14.02 The payment of wages shall be made by the Employer to the Employee as follows.

14.02.1 The first pay shall be paid on the 15th day of each month. When the 15th day of a month falls on a Saturday or Sunday, the pay date shall be on the preceding Friday. When the 15th of a month falls on a public holiday as outlined in Article 18.01, the pay date shall be on the work day immediately preceding the holiday.

14.02.2 The second pay of wages shall be made two (2) banking days prior to the end of the month.

14.02.3 Notwithstanding Clause 14.02.1 and 14.02.2, the December month-end payment shall be made two (2) banking days prior to the Christmas holiday period.

14.02 If the Employer enters into an apprenticeship agreement with a new Employee or existing Employee, the apprentice shall be allowed to attend apprenticeship school as per the Apprenticeship and Industry Training Act. Apprentices shall not lose benefits, seniority, and wages while attending schools as required by the Apprenticeship and Industrial Training Act and/or Branch however, in consideration of this support, any Training Allowance received by the Apprentice while attending school shall be remitted to the College. Deduction for the Training Allowance shall not occur until the employee is in receipt of the Allowance. The Apprentice shall return service to the College on the basis of two (2) months' service for each month of school attendance. Should the Apprentice fail to return service, the Apprentice shall be liable to repay all or a portion of the benefits and wages received while attending school on a pro-rated basis. The Apprentice shall, in addition to the terms and conditions of this collective agreement, also be subject to the terms and conditions of employment upon hiring as set forth in the Policy and Procedure 3.46 - Trades Apprenticeship positions.

ARTICLE 15 - HOURS OF WORK AND REST BREAKS

15.01 The normal work week for all full-time Employees shall be thirty-five hours. This normal work week shall consist of five (5) consecutive days of seven (7) hours each day, for a total of thirty-five (35) hours per week.

15.01.1 Part-Time Employee: shall mean an Employee who normally works less than thirty-five (35) hours per week.

15.02 A full-time or part-time Employee assigned a work day in excess of four (4) hours shall be granted time off for an unpaid meal break. The meal break shall be not less than thirty (30) minutes and not more than one (1) hour, and shall be taken at or near the

midpoint of the normal work period or at such other time as may be mutually agreed upon by a majority of the Employees in the department or area and the Supervisor.

15.03 A full-time or part-time Employee assigned a work day in excess of six (6) hours shall be granted two paid rest periods of twenty (20) minutes each from the time of departure to time of return to the work station, one to be taken before the meal break, and the other to be taken after the meal break. A part-time Employee assigned a work day of three (3) hours or more but not exceeding six (6) hours shall be granted one (1) such rest period.

15.04 An Employee who is absent from duty without prior authorization shall communicate the reason for his/her absence to his/her immediate Supervisor or the College Switchboard within the following time limits:

- (a) For day shift, prior to or within one-half (1/2) hour of the commencement of the shift.
- (b) For evening, weekend and night shifts, at least two (2) hours prior to the commencement of the shift.

15.05 Working Schedule

The Employer shall set forth the work schedule of each department and shall post this schedule showing the hours and days of work of Employees in an appropriate place, at least two (2) weeks in advance.

15.05.1 If the Employer fails to give the required notice under clause 15.05 any Employees required to work on such short notice shall be paid one and one half (1 ½) his / her regular rate of pay on the first shift of such short notice.

Clause 15.05.1 shall not apply if the shift change is initiated by the employee.

15.06 Modified Work Week

Notwithstanding 15.01, an Employee may enter into a mutually-acceptable agreement with the Employer to alter their regular work schedule to a modified work week. Any such modified work week shall require the Employee to work:

- (a) thirty-five (35) hours during four (4) days or less within a seven-day period, or
- (b) an average of thirty-five (35) hours per week during a work cycle of up to three (3) weeks.

Longer work cycles, if desired, shall be completed in consultation with the Union.

The hours scheduled shall become the normal hours for that Employee.

15.06.1 Employees who are on staff at the effective date of this agreement and who are not presently working a modified work week will not be required to change to a modified work week without their prior written consent, except in emergency conditions.

15.06.2 Employees' entitlements to paid leaves (e.g. vacation, sick, statutory holiday leaves) shall neither be increased nor decreased by participation in a modified work week.

ARTICLE 16 - OVERTIME

- 16.01** All time worked beyond the normal work day or normal work week, or on a holiday, shall be considered overtime and shall be compensated as follows:
- 16.01.1** On a regular work day - Employees shall be compensated for all time worked outside the regular work day and shall be paid at the rate of double the regular hourly rate.
 - 16.01.2** On a regular scheduled day off - Employees shall be paid double time the regular hourly rate for all hours worked.
 - 16.01.3** On a statutory holiday - Employees shall be paid double time for all hours worked on such holiday.
 - 16.01.4** All part-time Employees who are required to work beyond their scheduled work day or scheduled work week shall be compensated at the regular hourly rate, however, hours worked beyond the regular daily or weekly hours of a full-time Employee shall be compensated as provided in 16.01.1 or 16.01.3, as applicable.
 - 16.01.5** No employee shall be scheduled for more than seven and one half (7-1/2) hours of overtime in a week without the employee's consent unless for reasons of emergency.
 - 16.01.6** Overtime payment on a fraction of an hour of overtime worked, for both cash payment or compensatory time off in lieu of cash payment, shall be calculated to the nearest one-quarter (1/4) hour.
- 16.02** The Employer shall determine if overtime worked is to be compensated by payment at the dollar rate it was earned, or by compensatory time in hours computed at the overtime rate in effect when the overtime was worked. The utilization of compensatory time off shall be determined by mutual agreement. Failure to agree shall result in compensatory time being added to the vacation period subject to Clause 16.02.1.
- 16.02.1** Compensatory time off in lieu of payment may be accumulated up to December 31 of each calendar year. Compensatory time off may not be carried forward more than 20 working days into the new year and not later than January 31. Any time not utilized shall be paid to the Employee at the prevailing rate in effect at the time of the payout.
 - 16.02.2** Notwithstanding Clause 16.02.1, the limitation for carry forward of compensatory time off for employees employed in the Heavy Equipment Program at satellite operations shall be 60 working days, and not later than March 31.

- 16.03** The Union recognizes that the employer may require an employee to work short periods of overtime, not to exceed fifteen (15) minutes per day, without paying the overtime rate.
- 16.04** Overtime shall be on a voluntary basis, however, where no suitable Employees are available on a voluntary basis; Employees may be required to work overtime.
- 16.05** Wherever practical overtime and call back time shall be divided equally among Employees who are willing and qualified to perform the available work and normally performing those tasks within the bargaining unit.
- 16.06** No shift differential or premium of any kind shall be used in calculating overtime.
- 16.07** All overtime shall be authorized in advance by the Employer except in situations where there is an imminent danger to life, limb or property in which case the Employee may determine the need for overtime.
- 16.08** An Employee who is called in to work outside his/her regular working hours shall be paid for a minimum of two (2) hours at applicable overtime rates whenever there is a break between the Employee's regularly scheduled hours and the work the Employee is called in to do.
- 16.09** Subject to clause 16.11, when an Employee is required to be immediately available to return to work during a period in which he/she is not on regular duty, he/she shall be paid thirty-five dollars (\$35.00) for all stand-by periods of twenty-four (24) hours or less.
- 16.10** An Employee who is on standby but who can address the problem by remote access or telephone consultation without reporting to work shall be paid at the applicable overtime rate for all time spent on such remote access or consultation. Time thus spent shall be accumulated during a period of standby and the total shall be rounded up to the next quarter (1/4) hour.
- 16.11** When an Employee, while on stand-by, is unable to report to work when requested, no compensation shall be granted for the twenty-four (24) hour stand-by period during which the Employee was unavailable. The Employee shall advise the Supervisor or College Switchboard if he/she becomes unavailable during the stand-by period.

ARTICLE 17 - SHIFT DIFFERENTIAL

- 17.01** A shift differential of one dollar (\$1.00) per hour shall be paid for any hours worked at straight-time between the hours of 18:00 and 07:00.
- 17.02** A weekend premium of one dollar (\$1.00) per hour to be paid for all hours worked at straight-time between 23:00 on Friday and 07:00 on Monday.
- 17.03** 17.01 and 17.02 are mutually exclusive.
- 17.04** No shift differential or premium shall be paid for hours paid at overtime rates.

ARTICLE 18 - PAID HOLIDAYS

- 18.01** Employees are entitled to one day's paid leave for each of the following holidays:
- New Year's Day
 - Family Day
 - Good Friday
 - Easter Monday
 - Victoria Day
 - Canada Day
 - August Civic Holiday
 - Labour Day
 - Thanksgiving Day
 - Remembrance Day
 - Christmas Day
 - Boxing Day
- Each of the three days taken between December 27th and December 31st each year; however, Family Day shall be a Paid Holiday only so long as it is designated as such by the Province of Alberta.
- 18.02** When a day designated as a holiday under Clause 18.01 falls during an Employee's work week and an Employee is not required to work the Employee shall be granted holiday leave on the day observed as the holiday.
- 18.03** When a day designated as a holiday under Clause 18.01 falls on an Employee's regularly scheduled day of rest, and the Employee is not required to work, the Employee shall be granted holiday leave on the first regularly scheduled work day following the holiday.
- 18.04** Notwithstanding Clause 18.02 and 18.03, an Employee employed in a continuous operation whose regular day off falls on an observed holiday shall receive another day off in lieu at his/her regular rate. The day off shall be determined by mutual agreement between the Employee and the Employer. If the day off cannot be mutually agreed to, it may be taken in conjunction with the Employee's annual leave.
- 18.05** If an Employee is on leave without pay in excess of thirty (30) calendar days he/she shall not be entitled to pay for the paid holiday(s) occurring in that period.
- 18.06** **Custodial Agreement**
For Employees employed as custodians on the Sunday to Thursday shift rotation only, when a paid holiday as designated in Article 18.01 falls on a Monday the previous Sunday shall be the recognized holiday for the Employees in the Custodial Department on the Sunday to Thursday shift. Therefore, these Employees shall not work on Sunday but shall receive a regular day's wages. The Employees shall work the Monday holiday designated in the Collective Agreement at straight time wages. Any Employee required to work on the designated Sunday holiday shall receive holiday pay as per the Collective Agreement.

ARTICLE 19 – ANNUAL LEAVE

- 19.01** An Employee shall receive an annual vacation with pay in accordance with his/her years of employment as follows:

Less than one year – 1 1/4 working days for each month.

One year or more – 1 1/4 working days for each month.

For the month of the 3rd anniversary and each month thereafter – 1 2/3 working days for each month.

For the month of the 9th anniversary and each month thereafter – 2 1/12 working days for each month.

For the month of the 15th anniversary and each month thereafter – 2 1/2 working days for each month.

Annual vacation credits shall be accrued from the Anniversary date of employment in a Term or Permanent position.

- 19.01.1** An employee shall not accrue vacation entitlements during absences (other than annual vacation) which exceed 22 consecutive work days.

- 19.02** All calculations that result in fractional work days shall be rounded out to the next half or full day, whichever applies, at the end of the year.

- 19.03** If one or more paid holidays falls during an Employee's annual vacation period, these days shall not be calculated as Vacation Leave.

- 19.04** An Employee may take vacation entitlement to the extent of his/her earned entitlement. Vacation leave may be taken in one continuous period or in separate periods. Such vacation leave shall be taken at a minimum period of one half (1/2) day of earned leave.

- 19.05** Vacation Leave in respect of each year of service shall be taken at such time or times as may be approved by the Employer, upon written application by the Employee. The Employer shall respond in writing to the Employee.

- 19.06** Upon notification by the Employer that he / she has accumulated a total of twenty (20) days of uncommitted annual leave credit, an Employee shall, within thirty (30) days, make acceptable arrangements with his / her manager to use at least ten (10) of those days. If the Employee fails to make such arrangements, the Employer may schedule and the Employee shall not refuse to take sufficient days of vacation to reduce the outstanding balance of uncommitted annual leave credit to fifteen (15) days.

- 19.07** Where an Employee is allowed to take any leave of absence, other than Sick Leave in conjunction with a period of Vacation Leave, the Vacation Leave shall be deemed to precede the additional leave of absence, except in the case of Maternity or Parental Leave which may be authorized before or after Vacation Leave.

- 19.08** An Employee who resigns his/her service or who is terminated shall receive vacation pay in lieu of such vacation earned but not taken.

- 19.09** Once vacations are authorized, they shall not be changed, other than in cases of emergency, except by mutual consent.
- 19.10** An Employee shall not be paid cash in lieu of vacation earned, except upon termination in which case he/she shall receive vacation pay for such vacation earned but not taken. An exception may be made by the Employer for cash payment upon written request by the Employee.
- 19.11** The Employer shall, subject to the operational requirements of the College, grant an Employee, upon request, at least two (2) weeks of his/her annual vacation entitlement during the summer months. The summer months shall mean the period from June 1st to September 15th. Applications shall be submitted for approval on the designated application forms by March 15 or such earlier deadline as may be established in each department. The supervisor shall respond in writing within fifteen (15) calendar days after the deadline considering the difficulty in accommodating the number of specific vacation requests. If the supervisor fails to respond within the fifteen (15) day time limit, the Employee may apply directly to the next level of supervision. Notwithstanding these specific dates, special circumstances may be taken into consideration.

ARTICLE 20 - LEAVE OF ABSENCE WITH PAY

- 20.01** **Bereavement Leave** - An Employee shall be granted five (5) working days off with pay plus up to three (3) additional days for required travel as per Employer policy in the event of the death of any of the following relations of an Employee or Spouse: spouse, parents, guardian, grandparents, grandchild, son, daughter, brother, sister or the husband or wife of any of them or a person permanently residing in the Employee's household or with whom the Employee permanently resides. Also exceptions to the aforementioned list of designated relations may be considered by the Employer. The Employee may be requested to provide proof of such leave requests.
- 20.01.1** An eligible Employee who suffers the death of a member of his/her immediate family during his/her vacation shall, at his/her discretion, be entitled to bereavement leave as per Clause 20.01 and such leave taken shall not be considered as vacation.
- 20.02** **Witness and Jury Duty**
An employee who has been subpoenaed to appear at a legal proceeding as a witness or a juror on a working day, during their regular hours of work, shall be allowed the required time off without loss of pay at the employees rate of pay, provided that any wage replacement or conduct money, exclusive of travel expenses, paid to the employee for such an appearance is given to the Employer.
- 20.03** **Calendar Maximum** - The combined maximum length of time granted or taken under clauses 20.04 to 20.11 per calendar year shall not exceed nine (9) working days.
- 20.04** **Special Leave** - An Employee may be granted leave of absence with pay and without loss of seniority or benefits when it is requested for good and sufficient reason.

Applications for Special Leave shall be in writing, on the designated Special Leave Request form, to the immediate supervisor. Should a request for Special Leave be denied, the reason for such denial shall be provided to the Employee.

- 20.05 Administration of Estate** - In addition to Clause 20.01, an Employee shall be granted one (1) working day off with pay plus two (2) days for out of province travel if necessary to act as an executor of the estate for any person stated in Clause 20.01 (Bereavement Leave).
- 20.06 Pall-Bearer or Mourner** - An Employee shall be granted one (1) working day off with pay, to attend a funeral as a pall-bearer or as a mourner at the funeral of an aunt, uncle, niece, or nephew.
- 20.07 Disaster Conditions** - An Employee shall be granted two (2) working days off with pay in the event of a disaster (flood, fire, etc.) which cannot be covered by others or attended to by the Employee during off duty hours.
- 20.08 Approved Courses** - An employee shall be granted time off with pay to prepare for and write examinations for courses approved by the Employer to a maximum of one (1) day per occurrence.
- 20.09 Birth or Adoption Proceedings** - Upon reasonable notice being given to the Employer, an employee may be granted five (5) working days off, with pay, to attend the birth or adoption proceedings of their child.
- 20.10 Canadian Citizenship** - An Employee shall be granted one (1) working day off, with pay, to attend formal hearings to become a Canadian Citizen.
- 20.11 Personal Leave** - An Employee shall be granted up to one (1) working day off per calendar year, with pay, to attend to personal business.

ARTICLE 21 – MATERNITY AND PARENTAL LEAVE

- 21.01** An Employee with a minimum of one (1) year continuous service or a minimum of twelve (12) months service in the preceding sixteen (16) months is entitled to fifteen (15) weeks of maternity leave and/or thirty-seven (37) weeks of parental leave without pay in accordance with the Alberta Employment Standards Code, and may be granted additional parental leave by mutual agreement with the College. In case of adoption, the parental leave entitlement is fifty-two (52) weeks.
- 21.02** The College Human Resources Department and the Union shall each keep a copy of the Employment Standards Code for reference by Employees.
- 21.03** An Employee on maternity or parental leave shall continue to accrue seniority.
- 21.04** The Employer shall continue coverage on Alberta Health Care and Supplemental Health Care for an Employee on maternity or parental leave providing that the Employee prepay her portion of the premium in advance of taking leave. Should an

Employee not return from maternity or parental leave, the Employee shall reimburse the College for the College's portion of the premium payments.

- 21.05** An Employee who has completed one (1) year of service and resigns for maternity reasons and who is re-employed in any capacity within six (6) months from the date of her resignation shall be considered to have been on leave without pay but for the purpose of Vacation Leave shall be treated like a new Employee.

ARTICLE 22 - LEAVE OF ABSENCE WITHOUT PAY

22.01 **Leave of Absence Without Pay**

An Employee may be granted leave without pay upon application by the Employee or the Union.

22.02 **Pay During Leave of Absence for Union Work or Conventions**

An Employee shall receive the pay and benefits provided for in this agreement when on unpaid leave of absence for Union work or conventions. However, the Union shall reimburse the Employer for all pay and benefits during the period of absence.

22.03 **Time off for Union Business – Union Executive**

Upon request, members of the Union Executive shall receive the pay and benefits provided for in this agreement when on Union business at the rate of two (2) day's pay per month. However, the Union shall reimburse the Employer for all pay and benefits during the absence.

22.04 **Notice of Absence**

The Union shall advise the Employer ten (10) working days in advance for any leave requested in 22.02 and 22.03 and every effort shall be made to advise immediate Supervisors of anticipated absence for the purpose of negotiating a Collective Agreement or participating in mediation or arbitration proceedings.

- 22.05** An Employee may be granted leave without pay for educational purposes as per the Employer's Policy and Procedure.

ARTICLE 23 - SICK LEAVE

23.01 **Casual Illness**

"Casual Illness" means an illness of the Employee, spouse, or the Employee's dependent child which causes an Employee to be absent from duty for a period of three (3) consecutive work days or less, and includes medical or dental treatment requiring an absence of one-half (1/2) day or longer which has been given prior authorization by the Employer.

- 23.01.1** An Employee in his/her first and in each subsequent year of employment shall be allowed a maximum of twelve (12) work days of Casual Illness leave with pay. Each day, or portion, of Casual Illness shall be deducted from the remaining Casual Leave allowance for that year of service.

23.02 General Illness

"General Illness" means an illness which causes an Employee to be absent from duty for a period of more than three (3) consecutive work days but shall not exceed sixty (60) consecutive work days or three (3) consecutive months, whichever is the shorter period. General Illness Leave shall be in addition to any Casual Illness Leave entitlements specified in Clauses 23.01 and 23.01.1.

An Employee at the commencement of each year of employment shall be entitled to General Illness Leave at the specified rates of pay in accordance with the following sub-clauses, and the application of such General Illness Leave shall be as set out in accordance with Clause 23.02.2.

23.02.1 (a) Illness commencing in the first calendar year of employment, but following the first six (6) months of employment; 100% of normal salary for each of the first ten (10) work days of illness and 70% of normal salary for each of the next fifty (50) work days of illness.

(b) Illness commencing in the second calendar year of employment; 100% of normal salary for each of the first fifteen (15) work days of illness and 70% of normal salary for each of the next forty-five (45) work days of illness.

(c) Illness commencing in the third calendar year 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 thirty-five (35) work days of illness.

(d) Illness commencing in the fourth calendar year 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 twenty-five (25) work days of illness.

(e) Illness commencing in the fifth calendar year of employment; 100% of normal salary for each of the first fifty (50) work days of illness and 70% of normal salary for each of the next ten (10) work days of illness.

(f) Illness commencing in the sixth calendar year or any subsequent calendar years of employment; 100% of normal salary for each of the first sixty (60) work days of illness.

(g) For purposes of Clause 23.02.1 "employment" includes salaried employment and also any prior employment provided that there is no break in College service.

23.02.2 (a) Subject to 23.02.2 (b), an Employee who returns to active work with no medical limitations or condition after a period of General Illness of not more than sixty (60) consecutive working days or three (3) consecutive months, whichever is the shorter period shall have any illness leave days used for which normal salary was paid at the rate of 100%, reinstated for future use at the rate of 70% of normal salary, within the same year of employment. General Illness Leave days used for which normal salary

was paid at the rate of 70% shall be reinstated for future use within the same year of employment, at the rate of 70% of normal salary.

- (b) If the Employee suffers a relapse, complication or recurrence of the same illness without first completing fifteen (15) consecutive days of normal work, there shall be no reinstatement of the used General Illness Leave.

23.02.3 For purposes of this Article, the maximum period of continuous absence recognized shall be sixty (60) consecutive work days or three calendar months, whichever is the shorter period. Absences due to illness or disability in excess of that period shall be subject to Article 23.05.

23.02.4 When a day designated as a Paid Holiday under Article 18 falls within a period of General Illness, it shall be debited as a day(s) of illness and under no circumstances shall an Employee be authorized both a day(s) illness and a holiday(s) for the same day(s).

23.02.5 Illness During Vacation Period

If an Employee is hospitalized whilst on his/her earned vacation, the days of hospitalization shall not be considered as vacation but shall be considered as sick time if he/she produces a certificate signed by a qualified medical practitioner.

23.02.6 An Employee, during an extended period of General Illness, may be required to periodically provide an acceptable medical certificate indicating the need to remain off duty and an anticipated return to work date. Prior to return to active work the Employee may be required to provide an acceptable medical certificate indicating the Employee is capable of performing his/her regular required duties on a normal basis or any limitations that may exist. The Employer shall reimburse the Employee for any physician's fee charged for such a certificate.

23.03 The Parties agree that Casual and General Illness benefits as provided in Clause 23.01 and Clause 23.02 are intended only for the purpose of protecting an Employee from loss of income when the Employee is ill or suffers a non-work-related injury.

23.04 Proof of Illness

The Employee may be required, with prior notice, to provide an acceptable medical certificate upon return to work from casual illness. The employee shall be required to provide an acceptable medical certificate upon return to work from general illness. The Employer may also require the Employee to submit proof of attendance at a medical, dental or optical appointment when time off from work is granted to attend such appointments. The Employer will pay a reasonable fee for any certificate requested by Management, but it is the Employee's responsibility to supply and pay for any medical certificate mandated by the Collective Agreement.

23.04.1 The Employer may require that an Employee be examined by an independent Doctor of the Employee's choice from a list of two doctors or specialists provided by the Employer in consultation with the Union:

- (a) in the case of prolonged or frequent absence due to illness, or,

(b) when it is considered that an Employee is unable to satisfactorily perform his/her duties due to disability or illness.

The cost of such examination shall be borne by the Employer. The reasons for such examination shall be given to the Employee in writing.

In all cases, the Employee shall then instruct the doctor or specialist to advise the College Nurse as to the Employee's ability to satisfactorily perform his/her duties.

23.05 Long Term Disability

The Employer shall provide a Long Term Disability (LTD) Plan for eligible Employees and shall pay the required premiums.

23.05.1 In order to be eligible, Employees must be:

- (a) full-time permanent employees, or
- (b) full-time probationary employees, or
- (c) full-time term employees in their second or subsequent year of service, or
- (d) part-time permanent employees working a minimum of twenty-five (25) hours per week, or
- (e) part-time probationary employees working a minimum of twenty-five (25) hours per week, or
- (f) part-time term employees in their second or subsequent year of service, working a minimum of twenty-five (25) hours per week.

Eligibility requirements and coverage may be changed by the carrier of the Plan, but such change shall not be initiated in any way by the Employer except by mutual agreement by the Employer and the Union.

"Year of service", when applied to a term Employee for the purposes of this clause, means the term of the Employee's contract of employment with the College, provided that the term is not less than 8 months, and not more than 12 months.

23.05.2 An eligible Employee who becomes ill or disabled and who, as a result of such illness or disability is absent from work for a period of sixty (60) consecutive work days or three (3) consecutive months, whichever is the shorter period, may apply for Long Term Disability benefits as provided under the LTD Plan. The final ruling as to whether or not the claimant's disability is of a nature which is eligible for benefits within the interpretation of the provisions of the Plan shall be made by the third party claims adjudicator.

23.05.3 Long Term Disability benefits payable under the provisions of the LTD Plan shall entitle an Employee with a qualifying disability to a total income, from sources specified under the plan, of not less than seventy percent (70%) of his/her normal salary, to a maximum normal benefit of four thousand dollars (\$4,000.00) per month. "Normal salary" is the Employee's regular salary

earned as a College Employee at the date of the commencement of absence.

- 23.06** An Employee is not eligible to receive benefits under this Article if the absence is due to an intentional self-inflicted injury.

ARTICLE 24 - MEDICAL BENEFITS AND COMPENSATION

- 24.01** The Employer shall contribute eighty (80%) percent of the cost of premiums for Alberta Health Care Insurance Commission Plan. The Employer shall contribute eighty (80%) percent of the cost of premiums for a compulsory Supplemental Health Care plan, including Vision Care, covering approximately 80% of prescription drug costs utilizing a "credit card" type system. The Vision Care Insurance shall pay a maximum of three hundred dollars (\$300.00) per Employee and for each dependent of the Employee every two (2) years.

- 24.02** All full-time term Employees who have worked three (3) consecutive years, shall have the option of extending up to a maximum of five (5) months their Alberta Health Care and Supplemental Health Care benefits until the commencement of a subsequent term position provided the Employee(s) shall pre-pay their portion of these benefits. For purpose of this clause only, a year shall be defined as at least eight (8) consecutive calendar months.

24.03 **Health Spending Account**

The Employer shall provide a Health Spending Account for each employee that adheres to Revenue Canada Agency requirements, in the amount of two hundred and fifty (\$250.00) dollars, payable January 1 of each year . Any unused balance from each such payment may be carried over into the next year, but not into a third year. For ninety (90) days following termination of employment with Keyano College for any reason, a former employee may apply for reimbursement of eligible expenses incurred during the period of employment.

24.04 **Workers' Compensation Supplement**

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

<u>Term of Employment</u>	<u>Eligibility Period</u>
Up to and including four (4) years	60 days
Five (5) to Nine (9) years	90 days
More than Nine (9) years	120 days

- 24.04.1** Upon expiry of an Employee's eligibility for full salary, it shall be the Employee's option to share the costs of benefits with the Employer on the same basis as an active Employee.

- 24.05** If the Employee has not returned to work due to injury when his/her eligibility period has expired, he/she shall then be paid according to the rate prescribed by the

Workers' Compensation Act and shall be paid any benefit to which the Employee might be entitled under the provisions of the Long Term Disability Plan.

- 24.06** The eligibility period specified in 24.04 shall not apply in the event of a reoccurrence of a disability due to a previously claimed injury unless the Employee has not used the total eligibility period in which case the unexpended period of eligibility may be applied.
- 24.07** The Employer shall consult with CUPE Local 2157 before changing an insurance provider, before initiating changes in insurance policy coverage or language, or promptly on receiving the notice of proposed changes initiated by the insurance provider.

ARTICLE 25 - DENTAL PLAN

- 25.01** An Employee who occupies a full-time permanent or full-time term position or a part-time permanent position and who has completed six (6) calendar months of employment with no break of employment exceeding ninety (90) days and no Employee initiated break of any length shall be eligible to participate in the Dental Plan, subject to the terms of the Plan.
- 25.02** An eligible Employee's dependent shall be covered under the Plan provided that person is:
- 25.02.1 the Employee's legal spouse, or
 - 25.02.2 the Employee's common-law spouse as defined in the Plan, or
 - 25.02.3 an unmarried child of the Employee and/or the Employee's spouse, including any step-children or adopted child, who is:
 - (a) under 21 years of age, or
 - (b) over age 21 but less than age 25 and is a registered student in full-time attendance in the Alberta Public School system or at a university or similar institute of learning, or
 - (c) of an age and incapable of self-sustaining employment by reasons of mental or physical handicap, and in all cases is chiefly dependent on the Employee for financial support and maintenance.
- 25.03** The Plan shall be funded one hundred percent (100%) by the Employer. The Dental Plan shall provide 80% of Basic Services and 50% of Major Restorative Coverage (maximum basic – and – major annual benefit of \$2,500 per person) and 50% Orthodontic Coverage (maximum lifetime benefit \$2,750 per person) and 50% Specialist Coverage.
- 25.04** The insurer shall determine the claims and administrative procedure necessary to implement and maintain the Plan. The Union shall be informed of such procedures prior to their implementation.

- 25.05** An Employee information brochure on the Dental Plan shall be available to each eligible Employee.
- 25.06** The Employer shall provide the Union with a copy of the Dental Plan document, and shall not initiate any changes to the benefits provided by the Plan without the written consent of the Union.

ARTICLE 26 - INSURANCE

26.01 Group Life

- 26.01.1** Participation in the Group Life Insurance Plan is a condition of employment for all eligible Employees.
- 26.01.2** The Employer shall pay the full premium cost of insurance for Employees eligible to participate in the Group Life Insurance Plan.
- 26.01.3** The Schedule of Insurance for an Employee who is eligible to participate shall be two and one-half (2 1/2) times regular annual salary rounded out to the next highest one thousand dollars (\$1,000.00) up to a maximum coverage of two hundred and fifty thousand dollars (\$250,000.00).

26.02 Travel Accident Insurance

The Employer shall maintain a Master Insurance Policy for all Employees covered by this Agreement that provides insurance coverage at ten (10) times regular annual salary rounded out to the next highest one thousand dollars (\$1,000.00) up to a maximum principal sum of five hundred thousand dollars (\$500,000.00) in the event of accidental death, or dismemberment, resulting from injury occurring while travelling on College business. The total premium cost of this Policy shall be paid by the Employer.

26.03 General Liability Insurance

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

26.04 Personal Property Insurance

The Employer shall provide confirmation of an insurance policy covering personal property of employees that is required to be used on College premises as part of employment responsibilities. The extent of coverage and the deductible shall be set out and shall be in accordance with the terms of the insurance policy, as determined by the employer in consultation with the carrier. For the current term the coverage is \$40,000.00, with a deductible of \$500.00.

ARTICLE 27 – LOCAL AUTHORITIES PENSION PLAN (LAPP)

- 27.01** The following employees shall participate in the LAPP from date of hire:
- (a) Permanent full-time employees,

- (b) Probationary employees in full-time permanent positions.
- (c) Eligible full-time Term employees in their second or subsequent term.
- (d) Any other employees whose participation is required by LAPP Regulation.

- 27.02** Salaried Employees other than those listed in 27.01, whose participation is permitted by LAPP regulation may, at their discretion, participate in LAPP. Any decision to participate is irrevocable. Employees will be informed of this option at time of hire.
- 27.03** The Employer will provide information about LAPP including the LAPP website to all applicable employees at the time of hire.

ARTICLE 28 - PARKING

- 28.01** Wherever practical, an Employee shall have access to parking on College property. The Employer agrees that current parking rates will not be increased without prior consultation of the Union.

ARTICLE 29 - EXPENSES

- 29.01** Reasonable approved expenses incurred by an Employee in the course of his/her employment on College business shall be paid by the Employer. Eligible expenses for accommodation, transportation and meals shall be paid in accordance with the Employer's Travel Policy.
- 29.02** Managers who authorize travel on College business, including training and other work-related activities, outside the Regional Municipality of Wood Buffalo are expected to select the most appropriate means and timing of travel, taking into account safety, operational needs and the normal work hours of the Employee concerned.

ARTICLE 30 - TOOLS AND CLOTHING EXPENSE

- 30.01** The Employer shall supply all tools and equipment required by the Employees, other than tools normally supplied by tradesmen, in the performance of their duties. Replacement in all cases shall be made by producing the worn-out or broken tool. Lost tools shall be replaced up to a maximum of \$300.00 in any calendar year.
- 30.02** Where required in the course of their employment, Employees shall be supplied with protective clothes such as smocks, coveralls, acid resistant coveralls, hard hats, work mitts or gloves and rain capes. Employees shall be supplied with fire retardant coveralls and/or winter coveralls. These coveralls shall be replaced upon surrender of their unserviceable pair of coveralls. The number of coveralls or smocks issued to tradesmen shall be limited to three (3) sets in a year. The Employer is required to clean smocks issued to staff operating office equipment and duplicating machines.
- 30.03** An Employee who needs to wear corrective eyeglasses and who is required for safety reasons to wear safety glasses shall be reimbursed on submission of receipt once every two (2) years for the cost of purchasing prescription safety glasses, to a limit of

three hundred dollars (\$300). The cost of the vision examination shall not be paid under this clause but may be eligible for full or partial reimbursement under the Vision Care Plan.

- 30.04** All custodians shall be supplied with a maximum of three uniform tops (shirts/blouses) yearly. Cleaning and maintenance of these tops shall be the employees' responsibility. The wearing of these tops shall be mandatory.

The employer shall also have protective clothing (smocks and coveralls) available to the custodial workers on an "as required" basis.

ARTICLE 31 - NOTICE OF RESIGNATION

- 31.01** All permanent, probationary and term Employees are required to provide the Employer with ten (10) work days prior written notice of resignation to retain a good standing with the employer.

- 31.02** An Employee who absents himself/herself from his/her employment and who has not informed the Employer in accordance with Article 15.04 shall after three (3) consecutive days of such unauthorized absence be considered to have abandoned his/her position and shall be deemed to have resigned, unless it is subsequently shown by the Employee that special circumstances prevented him/her from reporting to or communicating with his/her place of work.

ARTICLE 32 - LAYOFF, ABOLISHMENT, AND RECALL

Notice of Layoff or Abolishment of Position

- 32.01** In the event of a layoff of non-permanent Employee(s), and of permanent Employee(s) occupying permanent positions where the layoff is for a period which is expected to be less than twelve (12) months, the Employer shall notify CUPE Local 2157 and the Employee(s) to be laid off fifteen (15) working days prior to the effective date of layoff or shall make payment in lieu of such notice. The foregoing shall not apply in the case of dismissal for just cause.

- 32.02** In the event of a layoff of a permanent Employee(s) occupying permanent positions, and in which the layoff extends, or is expected to extend, beyond twelve (12) months, the Employer shall notify the Employee(s) and CUPE Local 2157 in writing thirty (30) calendar days in advance of the termination or permanent lay-off.

A permanent employee whose position is abolished or permanently laid off and who cannot be placed in another position with the Employer within thirty (30) days of such notice shall be eligible for severance pay as follows:

- (a) 3 weeks, if the Employee has been employed by the Employer for at least 12 months but less than 2 years;
- (b) 6 weeks, if the Employee has been employed by the Employer for at least 2 years but less than 4 years;
- (c) 12 weeks, if the Employee has been employed by the Employer for at least 4 years but less than 6 years;

- (d) 18 weeks, if the Employee has been employed by the Employer for at least 6 years but less than 8 years;
- (e) 24 weeks, if the Employee has been employed by the Employer for at least 8 years but less than 10 years;
- (f) 26 weeks, if the Employee has been employed by the Employer for at least 10 years but less than 16 years,
- (g) 30 weeks, if the Employee has been employed by the Employer for 16 years or more,
- (h) Reimbursement, on production of receipts, to a limit of \$2,500, for moving expenses incurred within twelve (12) months from the date of termination or permanent layoff.

Any payment under 32.02 (a) to (h) shall be paid at the last working day. Upon request, the payment can be made to an RRSP as directed by the employee.

- 32.03** Employees who have been given notice in compliance with Article 32.01 shall be able to bump an employee supervised by the same person and having the same job functions and classification as the abolished position who has the least seniority (13.01) providing the more senior employee has the qualifications to fill the position.
- 32.04** Employees who have been given notice in compliance with Article 32.02 shall, during the notice period, retain their status as permanent employees and their contractual right to participate in Employer-sponsored benefit plans, unless they terminate their employment by resignation.
- 32.05** Employees who have been given notice in compliance with Article 32.02 shall, for three (3) months following the date notice was given, be eligible to enroll tuition-free in an upgrading, Continuing Education, or credit program of up to twelve (12) months in length, offered by Keyano College. Any Employee so enrolling shall meet all normal admission requirements and shall assume responsibility for all non-tuition costs, such as equipment, books, and student association fees. The College is not required to turn away a fee-paying student to create space.

Recall

- 32.06** A Permanent Employee who is laid off, pursuant to clause 32.01, for a continuous period of up to twelve (12) months shall retain his/her seniority and the right of recall, provided he/she has the demonstrated ability and qualifications to fill the position to which he/she is recalled. It is the employee's responsibility to keep the College apprised of the employee's current address during any period of recall.
- 32.07** A non-permanent Employee who is laid off, pursuant to clause 32.01, for a continuous period of up to twelve (12) months shall retain his/her seniority and the right of recall until the originally-anticipated date of termination or for six (6) months, whichever is longer, provided he/she has the demonstrated ability and qualifications to fill the position to which he/she is recalled. It is the employee's responsibility to keep the College apprised of the employee's current address during any period of recall.
- 32.08** Upon notice of recall, an Employee shall be required to return to work within fifteen (15) working days of the date the notice was received. Failure to return to work shall result in the elimination of any right to recall.

LETTER OF UNDERSTANDING #1

BETWEEN

KEYANO COLLEGE

AND

CANADIAN UNION OF PUBLIC EMPLOYEES

LOCAL 2157

Re: Salary Grid Definition

The purpose of job classification is to provide a consistent, equitable means by which to evaluate a position and place it on the salary grid. The system provided by Watson Wyatt will be the base upon which the classification committee will function. Placement of a position on the grid is tied directly to the job fact sheet developed for each position. The job fact sheet shall state all the responsibilities and duties that are to be conducted by the employee. If the job fact sheet is substantially changed, it shall be submitted to the classification committee for review and placement in accordance with article 11.01.

The classification committee shall consist of four persons, two each from Administration and CUPE 2157. This committee shall meet as required. Each group shall be responsible for maintaining the necessary training for its representatives.

The salary grid for each division contains up to eight salary bands, representing different levels of evaluation. Each band contains five salary steps. Step 1 is the start rate, Steps 2, 3 and 4 represent successive years of service, and the last step is a Long Service Increment.

Lateral progression through the salary grid reflects service. Any restriction to lateral movement may be challenged under article 10.21 of the collective agreement.

Vertical progression may be achieved through promotion to a higher-banded position or through re-evaluation of an Employee's current position as a result of change in responsibilities. When an Employee is moved to a higher salary band, there shall be no reduction in salary.

LETTER OF UNDERSTANDING #2

BETWEEN

KEYANO COLLEGE

AND

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 2157

Re: Living Allowance

The Employer agrees that all full time employees shall be paid a living allowance according to the guidelines set by the Government of Alberta as it pertains to the cost of living in Fort McMurray, Municipality of Wood Buffalo. This amount at present is one thousand and forty dollars (\$1,040.00) paid on a monthly basis.

Part time employees shall be paid a pro-rated portion based upon their hours of work on a monthly basis.

The Employer shall make every reasonable effort to give employees at least sixty (60) days notice of any decrease in the amount of the living allowance.

LETTER OF UNDERSTANDING #3

BETWEEN

KEYANO COLLEGE

AND

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 2157

Re: Defined Job Responsibilities

It is agreed between the parties that if employees are directed to perform duties and responsibilities other than those outlined in the Job Fact Sheet, they will update the Fact Sheet to reflect these changes. This may result in a review of the Job Classification.

If there is no agreement between employee and supervisor in regard to additional duties, the matter shall be referred to the Director of Human Resources for mediation.

An employee who does not accept the decision of the Director of Human Resources may initiate a grievance commencing at Level 2.

LETTER OF UNDERSTANDING #4

BETWEEN

KEYANO COLLEGE

AND

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 2157

Re: Syncrude Sport and Wellness Centre – Employee membership

The College shall provide subsidized membership for all bargaining unit employees and their immediate family. The College will consult the Union in establishing or amending any policy or procedures with regard to Employee access to the facilities and rates set for their membership to the Syncrude Sport and Wellness Centre.

MEMORANDUM OF AGREEMENT #1

BETWEEN

KEYANO COLLEGE

AND

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 2157

Re: Equipment Maintenance Employees

The Parties have agreed to modify the collective agreement for Equipment Maintenance employees required to work ten (10) hour shifts by the Employer. The following clauses shall replace their numbered counterparts in the Collective Agreement where appropriate.

All other provisions of the collective agreement shall apply.

15.01 For the purposes of this agreement, the normal work week shall consist of four (4) consecutive days, for a total of thirty-five (35) hours per week.

15.02 Time off for an unpaid meal break shall consist of no more than one half (1/2) hour daily to be taken at or near the midpoint of the normal work period or at such other period as may be mutually agreed upon by a majority of the Employees in the department or area and the Supervisor.

15.05 Working Schedule

The Employer shall set forth the work schedule of each department and shall post this schedule showing the hours and days of work of Employees in an appropriate place, at least two (2) weeks in advance.

15.05.1 If the Employer fails to give the required notice under clause 15.05, any Employees required to work on such short notice shall be paid one and one half (1 1/2) his/her regular rate of pay on the first shift of such short notice.

Clause 15.05.1 shall not apply if the shift change is initiated by the Employee.

For the purposes of determining and utilizing vacation leave, sick leave, and other forms of paid leave, the employee shall access these benefits, on a pro rata basis, using work hours, 7 hours equal 1 day; 10 hours equal 1.43 days.

MEMORANDUM OF AGREEMENT #2

BETWEEN

KEYANO COLLEGE

AND

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 2157

Re: Theatre Employees

The Parties have agreed to modify the collective agreement for Theatre employees when required by the Employer to work shifts exceeding seven (7) hours in a day, for purposes such as preparation and presentation of public performances. The following clauses shall replace their numbered counterparts in the Collective Agreement where appropriate.

All other provisions of the collective agreement shall apply.

- 15.01** For the purposes of calculating overtime payment under this agreement, the normal work week shall consist of a total of thirty-five (35) hours per week.
- 15.02** Time off for an unpaid meal break shall consist of not less than one half (1/2) hour daily to be taken at or near the midpoint of the normal work period or at such other period as may be mutually agreed upon by a majority of the Employees in the department or area and the Supervisor.
- 15.05** The Supervisor shall provide the affected employees with a minimum of 72 hours notice of schedule changes and the requirement to work extended shifts. If the employer fails to give the required notice, any employee required to work on such short notice shall be eligible to be paid one and one half (1 1/2) his/her regular rate of pay on the first shift of such short notice.

For the purposes of determining and utilizing vacation leave, sick leave, and other forms of paid leave, the employee shall access these benefits, on a pro rata basis, using work hours to express both entitlements and their use.

Appendix "A" – Wage Schedule for the period July 1, 2012 – June 30, 2013

ADMINISTRATIVE SUPPORT					
Band	Step 1	Step 2	Step 3	Step 4	LSI*
AS 8	57,397.44	58,568.40	59,762.82	60,980.70	62,225.10
AS7	55,104.48	56,229.54	57,376.02	58,545.96	59,741.40
AS6	51,799.68	52,856.40	53,934.54	55,035.12	56,159.16
AS5	48,177.66	49,158.90	50,161.56	51,185.64	52,231.14
AS4	46,995.48	47,956.32	48,934.50	49,933.08	50,951.04
AS3	45,501.18	46,429.38	47,375.94	48,341.88	49,329.24
AS2	42,727.80	43,598.88	44,487.30	45,396.12	46,321.26
AS1	41,446.68	42,292.26	43,155.18	44,035.44	44,934.06

INSTITUTIONAL SUPPORT					
Band	Step 1	Step 2	Step 3	Step 4	LSI*
SW6	57,388.26	58,559.22	59,754.66	60,973.56	62,217.96
SW5	54,702.60	55,817.46	56,957.82	58,118.58	59,304.84
SW4	47,339.22	48,305.16	49,290.48	50,296.20	51,322.32
SW3	46,235.58	47,180.10	48,141.96	49,124.22	50,127.90
SW2	40,924.44	41,758.80	42,610.50	43,480.56	44,367.96
SW1	38,592.72	39,379.14	40,180.86	41,001.96	41,839.38

TECHNICAL SUPPORT					
Band	Step 1	Step 2	Step 3	Step 4	LSI*
TS8	66,728.40	68,089.08	69,478.32	70,896.12	72,343.50
TS7	64,783.26	66,106.20	67,455.66	68,830.62	70,235.16
TS6	63,783.66	65,084.16	66,413.22	67,766.76	69,148.86
TS5	57,458.64	58,629.60	59,825.04	61,047.00	62,291.40
TS4	52,975.74	54,055.92	55,157.52	56,284.62	57,433.14
TS3	47,205.60	48,170.52	49,152.78	50,155.44	51,179.52
TS2	42,698.22	43,569.30	44,458.74	45,365.52	46,290.66
TS1	41,771.04	42,621.72	43,491.78	44,380.20	45,284.94

TRADES					
Band	Step 1	Step 2	Step 3	Step 4	LSI*
TR7	73,135.02	74,627.28	76,148.10	77,701.56	79,287.66
TR6	71,295.96	72,750.48	74,233.56	75,747.24	77,294.58
TR5	69,157.02	70,569.72	72,008.94	73,475.70	74,977.14
TR4	66,702.90	68,063.58	69,453.84	70,868.58	72,314.94
TR3	58,667.34	59,862.78	61,083.72	62,329.14	63,602.10

INSTRUCTIONAL SUPPORT					
Band	Step 1	Step 2	Step 3	Step 4	LSI*
IS7	60,975.60	62,220.00	63,487.86	64,783.26	66,106.20
IS6	57,211.80	58,377.66	59,568.00	60,783.84	62,025.18
IS5	54,476.16	55,587.96	56,721.18	57,879.90	59,059.02
IS4	51,841.50	52,900.26	53,980.44	55,081.02	56,204.04
IS3	50,473.68	51,503.88	52,554.48	53,626.50	54,720.96
IS2	49,050.78	50,050.38	51,072.42	52,114.86	53,177.70
IS1	48,663.18	49,655.64	50,668.50	51,701.76	52,757.46

* To qualify for LSI, an employee must have 84 months of continuous service at the college. For seasonal employees, layoff periods do not break continuity and are not counted towards the 84-month qualifying period.

Appendix "B" – Wage Schedule for the period July 1, 2013 – December 31, 2013

ADMINISTRATIVE SUPPORT					
Band	Step 1	Step 2	Step 3	Step 4	LSI*
AS 8	58,258.40	59,446.93	60,659.26	61,895.41	63,158.48
AS7	55,931.05	57,072.98	58,236.66	59,424.15	60,637.52
AS6	52,576.68	53,649.25	54,743.56	55,860.65	57,001.55
AS5	48,900.32	49,896.28	50,913.98	51,953.42	53,014.61
AS4	47,700.41	48,675.66	49,668.52	50,682.08	51,715.31
AS3	46,183.70	47,125.82	48,086.58	49,067.01	50,069.18
AS2	43,368.72	44,252.86	45,154.61	46,077.06	47,016.08
AS1	42,068.38	42,926.64	43,802.51	44,695.97	45,608.07

INSTITUTIONAL SUPPORT					
Band	Step 1	Step 2	Step 3	Step 4	LSI*
SW6	58,249.08	59,437.61	60,650.98	61,888.16	63,151.23
SW5	55,523.14	56,654.72	57,812.19	58,990.36	60,194.41
SW4	48,049.31	49,029.74	50,029.84	51,050.64	52,092.15
SW3	46,929.11	47,887.80	48,864.09	49,861.08	50,879.82
SW2	41,538.31	42,385.18	43,249.66	44,132.77	45,033.48
SW1	39,171.61	39,969.83	40,783.57	41,616.99	42,466.97

TECHNICAL SUPPORT					
Band	Step 1	Step 2	Step 3	Step 4	LSI*
TS8	67,729.33	69,110.42	70,520.49	71,959.56	73,428.65
TS7	65,755.01	67,097.79	68,467.49	69,863.08	71,288.69
TS6	64,740.41	66,060.42	67,409.42	68,783.26	70,186.09
TS5	58,320.52	59,509.04	60,722.42	61,962.71	63,225.77
TS4	53,770.38	54,866.76	55,984.88	57,128.89	58,294.64
TS3	47,913.68	48,893.08	49,890.07	50,907.77	51,947.21
TS2	43,338.69	44,222.84	45,125.62	46,046.00	46,985.02
TS1	42,397.61	43,261.05	44,144.16	45,045.90	45,964.21

TRADES					
Band	Step 1	Step 2	Step 3	Step 4	LSI*
TR7	74,232.05	75,746.69	77,290.32	78,867.08	80,476.97
TR6	72,365.40	73,841.74	75,347.06	76,883.45	78,454.00
TR5	70,194.38	71,628.27	73,089.07	74,577.84	76,101.80
TR4	67,703.44	69,084.53	70,495.65	71,931.61	73,399.66
TR3	59,547.35	60,760.72	61,999.98	63,264.08	64,556.13

INSTRUCTIONAL SUPPORT					
Band	Step 1	Step 2	Step 3	Step 4	LSI*
IS7	61,890.23	63,153.30	64,440.18	65,755.01	67,097.79
IS6	58,069.98	59,253.32	60,461.52	61,695.60	62,955.56
IS5	55,293.30	56,421.78	57,572.00	58,748.10	59,944.91
IS4	52,619.12	53,693.76	54,790.15	55,907.24	57,047.10
IS3	51,230.79	52,276.44	53,342.80	54,430.90	55,541.77
IS2	49,786.54	50,801.14	51,838.51	52,896.58	53,975.37
IS1	49,393.13	50,400.47	51,428.53	52,477.29	53,548.82

* To qualify for LSI, an employee must have 84 months of continuous service at the college. For sessional employees, layoff periods do not break continuity and are not counted towards the 84-month qualifying period.

Appendix "C" – Wage Schedule for the period January 1, 2014 – June 30, 2014

ADMINISTRATIVE SUPPORT					
Band	Step 1	Step 2	Step 3	Step 4	LSI*
AS 8	59,132.28	60,338.63	61,569.15	62,823.84	64,105.85
AS7	56,770.01	57,929.08	59,110.21	60,315.51	61,547.08
AS6	53,365.33	54,453.98	55,564.71	56,698.56	57,856.57
AS5	49,633.83	50,644.73	51,677.69	52,732.73	53,809.83
AS4	48,415.92	49,405.80	50,413.55	51,442.31	52,491.04
AS3	46,876.45	47,832.71	48,807.88	49,803.01	50,820.22
AS2	44,019.25	44,916.66	45,831.93	46,768.22	47,721.32
AS1	42,699.41	43,570.54	44,459.55	45,366.41	46,292.19

INSTITUTIONAL SUPPORT					
Band	Step 1	Step 2	Step 3	Step 4	LSI*
SW6	59,122.82	60,329.17	61,560.74	62,816.49	64,098.50
SW5	56,355.99	57,504.54	58,679.37	59,875.21	61,097.33
SW4	48,770.05	49,765.18	50,780.28	51,816.40	52,873.54
SW3	47,633.05	48,606.12	49,597.05	50,609.00	51,643.02
SW2	42,161.38	43,020.96	43,898.40	44,794.76	45,708.98
SW1	39,759.18	40,569.37	41,395.33	42,241.24	43,103.98

TECHNICAL SUPPORT					
Band	Step 1	Step 2	Step 3	Step 4	LSI*
TS8	68,745.27	70,147.07	71,578.30	73,038.96	74,530.08
TS7	66,741.33	68,104.26	69,494.51	70,911.03	72,358.02
TS6	65,711.52	67,051.33	68,420.56	69,815.01	71,238.88
TS5	59,195.33	60,401.68	61,633.25	62,892.15	64,174.16
TS4	54,576.93	55,689.76	56,824.66	57,985.82	59,169.06
TS3	48,632.39	49,626.47	50,638.42	51,671.39	52,726.42
TS2	43,988.77	44,886.18	45,802.51	46,736.69	47,689.80
TS1	43,033.57	43,909.96	44,806.32	45,721.59	46,653.68

TRADES					
Band	Step 1	Step 2	Step 3	Step 4	LSI*
TR7	75,345.53	76,882.89	78,449.68	80,050.09	81,684.13
TR6	73,450.88	74,949.36	76,477.27	78,036.70	79,630.81
TR5	71,247.29	72,702.69	74,185.41	75,696.50	77,243.32
TR4	68,719.00	70,120.80	71,553.08	73,010.58	74,500.66
TR3	60,440.56	61,672.13	62,929.98	64,213.04	65,524.47

INSTRUCTIONAL SUPPORT					
Band	Step 1	Step 2	Step 3	Step 4	LSI*
IS7	62,818.59	64,100.60	65,406.78	66,741.33	68,104.26
IS6	58,941.03	60,142.12	61,368.44	62,621.03	63,899.89
IS5	56,122.70	57,268.11	58,435.58	59,629.32	60,844.08
IS4	53,408.41	54,499.17	55,612.00	56,745.84	57,902.81
IS3	51,999.25	53,060.58	54,142.94	55,247.36	56,374.90
IS2	50,533.34	51,563.15	52,616.08	53,690.03	54,785.00
IS1	50,134.02	51,156.48	52,199.96	53,264.45	54,352.05

* To qualify for LSI, an employee must have 84 months of continuous service at the college. For sessional employees, layoff periods do not break continuity and are not counted towards the 84-month qualifying period.

Appendix "D" – Wage Schedule for the period July 1, 2014 – December 31, 2014

ADMINISTRATIVE SUPPORT					
Band	Step 1	Step 2	Step 3	Step 4	LSI *
AS 8	60,019.26	61,243.71	62,492.69	63,766.20	65,067.44
AS7	57,621.56	58,798.01	59,996.86	61,220.24	62,470.29
AS6	54,165.81	55,270.79	56,398.18	57,549.03	58,724.42
AS5	50,378.34	51,404.40	52,452.86	53,523.72	54,616.97
AS4	49,142.16	50,146.89	51,169.75	52,213.94	53,278.40
AS3	47,579.80	48,550.20	49,540.00	50,550.06	51,582.52
AS2	44,679.54	45,590.41	46,519.41	47,469.74	48,437.14
AS1	43,339.90	44,224.10	45,126.44	46,046.91	46,986.57

INSTITUTIONAL SUPPORT					
Band	Step 1	Step 2	Step 3	Step 4	LSI *
SW6	60,009.66	61,234.11	62,484.16	63,758.73	65,059.98
SW5	57,201.33	58,367.11	59,559.56	60,773.34	62,013.79
SW4	49,501.60	50,511.66	51,541.99	52,593.65	53,666.64
SW3	48,347.55	49,335.21	50,341.01	51,368.13	52,417.66
SW2	42,793.80	43,666.27	44,556.88	45,466.68	46,394.62
SW1	40,355.57	41,177.92	42,016.26	42,874.86	43,750.53

TECHNICAL SUPPORT					
Band	Step 1	Step 2	Step 3	Step 4	LSI *
TS8	69,776.44	71,199.28	72,651.98	74,134.54	75,648.03
TS7	67,742.45	69,125.82	70,536.92	71,974.69	73,443.39
TS6	66,697.19	68,057.10	69,446.87	70,862.24	72,307.47
TS5	60,083.26	61,307.70	62,557.75	63,835.53	65,136.77
TS4	55,395.59	56,525.11	57,677.03	58,855.61	60,056.59
TS3	49,361.88	50,370.87	51,398.00	52,446.46	53,517.32
TS2	44,648.61	45,559.47	46,489.54	47,437.74	48,405.14
TS1	43,679.07	44,568.61	45,478.41	46,407.42	47,353.48

TRADES					
Band	Step 1	Step 2	Step 3	Step 4	LSI *
TR7	76,475.71	78,036.13	79,626.42	81,250.84	82,909.39
TR6	74,552.64	76,073.60	77,624.43	79,207.25	80,825.27
TR5	72,316.00	73,793.23	75,298.19	76,831.95	78,401.97
TR4	69,749.78	71,172.61	72,626.38	74,105.74	75,618.17
TR3	61,347.17	62,597.21	63,873.93	65,176.23	66,507.34

INSTRUCTIONAL SUPPORT					
Band	Step 1	Step 2	Step 3	Step 4	LSI *
IS7	63,760.87	65,062.11	66,387.88	67,742.45	69,125.82
IS6	59,825.14	61,044.26	62,288.97	63,560.35	64,858.39
IS5	56,964.54	58,127.13	59,312.11	60,523.76	61,756.74
IS4	54,209.54	55,316.66	56,446.18	57,597.03	58,771.35
IS3	52,779.24	53,856.49	54,955.08	56,076.07	57,220.52
IS2	51,291.34	52,336.60	53,405.33	54,495.38	55,606.77
IS1	50,886.03	51,923.83	52,982.95	54,063.41	55,167.34

* To qualify for LSI, an employee must have 84 months of continuous service at the college. For sessional employees, layoff periods do not break continuity and are not counted towards the 84-month qualifying period.

Appendix "E" – Wage Schedule for the period January 1, 2015 – June 30, 2015

ADMINISTRATIVE SUPPORT					
Band	Step 1	Step 2	Step 3	Step 4	LSI*
AS 8	60,919.55	62,162.36	63,430.08	64,722.69	66,043.45
AS7	58,485.89	59,679.98	60,896.82	62,138.55	63,407.34
AS6	54,978.29	56,099.86	57,244.15	58,412.27	59,605.29
AS5	51,134.01	52,175.46	53,239.65	54,326.57	55,436.23
AS4	49,879.29	50,899.09	51,937.29	52,997.15	54,077.58
AS3	48,293.29	49,278.45	50,283.10	51,308.31	52,356.26
AS2	45,349.73	46,274.26	47,217.20	48,181.79	49,163.70
AS1	43,990.00	44,887.46	45,803.34	46,737.61	47,691.37

INSTITUTIONAL SUPPORT					
Band	Step 1	Step 2	Step 3	Step 4	LSI*
SW6	60,909.81	62,152.62	63,421.42	64,715.11	66,035.87
SW5	58,059.35	59,242.62	60,452.95	61,684.94	62,944.00
SW4	50,244.12	51,269.34	52,315.12	53,382.55	54,471.64
SW3	49,072.76	50,075.24	51,096.12	52,138.66	53,203.93
SW2	43,435.71	44,321.27	45,225.23	46,148.68	47,090.54
SW1	40,960.91	41,795.58	42,646.50	43,517.99	44,406.79

TECHNICAL SUPPORT					
Band	Step 1	Step 2	Step 3	Step 4	LSI*
TS8	70,823.09	72,267.27	73,741.76	75,246.56	76,782.75
TS7	68,758.59	70,162.71	71,594.98	73,054.31	74,545.04
TS6	67,697.65	69,077.96	70,488.57	71,925.17	73,392.08
TS5	60,984.51	62,227.32	63,496.12	64,793.06	66,113.82
TS4	56,226.52	57,372.98	58,542.18	59,738.44	60,957.44
TS3	50,102.30	51,126.43	52,168.97	53,233.16	54,320.08
TS2	45,318.33	46,242.87	47,186.89	48,149.31	49,131.22
TS1	44,334.26	45,237.14	46,160.59	47,103.53	48,063.78

TRADES					
Band	Step 1	Step 2	Step 3	Step 4	LSI*
TR7	77,622.84	79,206.67	80,820.82	82,469.60	84,153.03
TR6	75,670.93	77,214.71	78,788.79	80,395.36	82,037.65
TR5	73,400.74	74,900.13	76,427.66	77,984.43	79,578.00
TR4	70,796.03	72,240.20	73,715.77	75,217.33	76,752.44
TR3	62,267.38	63,536.17	64,832.03	66,153.88	67,504.95

INSTRUCTIONAL SUPPORT					
Band	Step 1	Step 2	Step 3	Step 4	LSI*
IS7	64,717.28	66,038.04	67,383.70	68,758.59	70,162.71
IS6	60,722.52	61,959.92	63,223.30	64,513.75	65,831.27
IS5	57,819.01	58,999.03	60,201.79	61,431.62	62,683.09
IS4	55,022.68	56,146.41	57,292.87	58,460.99	59,652.92
IS3	53,570.92	54,664.34	55,779.41	56,917.21	58,078.83
IS2	52,060.71	53,121.65	54,206.41	55,312.81	56,440.87
IS1	51,649.33	52,702.69	53,777.70	54,874.36	55,994.85

* To qualify for LSI, an employee must have 84 months of continuous service at the college. For sessional employees, layoff periods do not break continuity and are not counted towards the 84-month qualifying period.

Appendix "F" – Wage Schedule for the period July 1, 2015 – December 31, 2015

ADMINISTRATIVE SUPPORT					
Band	Step 1	Step 2	Step 3	Step 4	LSI*
AS 8	61,833.34	63,094.80	64,381.53	65,693.53	67,034.10
AS7	59,363.17	60,575.18	61,810.27	63,070.63	64,358.45
AS6	55,802.97	56,941.35	58,102.82	59,288.45	60,499.36
AS5	51,901.02	52,958.10	54,038.25	55,141.47	56,267.77
AS4	50,627.48	51,662.58	52,716.35	53,792.11	54,888.74
AS3	49,017.69	50,017.63	51,037.34	52,077.93	53,141.60
AS2	46,029.98	46,968.38	47,925.46	48,904.51	49,901.15
AS1	44,649.85	45,560.78	46,490.39	47,438.68	48,406.74

INSTITUTIONAL SUPPORT					
Band	Step 1	Step 2	Step 3	Step 4	LSI*
SW6	61,823.45	63,084.91	64,372.74	65,685.84	67,026.41
SW5	58,930.24	60,131.26	61,359.75	62,610.22	63,888.16
SW4	50,997.78	52,038.38	53,099.85	54,183.29	55,288.71
SW3	49,808.85	50,826.37	51,862.56	52,920.74	54,001.98
SW2	44,087.24	44,986.09	45,903.61	46,840.91	47,796.89
SW1	41,575.32	42,422.52	43,286.20	44,170.76	45,072.89

TECHNICAL SUPPORT					
Band	Step 1	Step 2	Step 3	Step 4	LSI*
TS8	71,885.44	73,351.28	74,847.88	76,375.26	77,934.50
TS7	69,789.97	71,215.15	72,668.90	74,150.13	75,663.21
TS6	68,713.12	70,114.12	71,545.90	73,004.05	74,492.96
TS5	61,899.27	63,160.73	64,448.56	65,764.96	67,105.53
TS4	57,069.92	58,233.58	59,420.31	60,634.52	61,871.80
TS3	50,853.84	51,893.33	52,951.50	54,031.65	55,134.88
TS2	45,998.11	46,936.51	47,894.69	48,871.55	49,868.19
TS1	44,999.27	45,915.70	46,853.00	47,810.08	48,784.74

TRADES					
Band	Step 1	Step 2	Step 3	Step 4	LSI*
TR7	78,787.19	80,394.77	82,033.13	83,706.65	85,415.33
TR6	76,806.00	78,372.93	79,970.63	81,601.29	83,268.21
TR5	74,501.75	76,023.63	77,574.08	79,154.20	80,771.67
TR4	71,857.97	73,323.81	74,821.51	76,345.59	77,903.73
TR3	63,201.39	64,489.22	65,804.51	67,146.19	68,517.52

INSTRUCTIONAL SUPPORT					
Band	Step 1	Step 2	Step 3	Step 4	LSI*
IS7	65,688.04	67,028.61	68,394.46	69,789.97	71,215.15
IS6	61,633.36	62,889.32	64,171.65	65,481.46	66,818.73
IS5	58,686.30	59,884.02	61,104.82	62,353.09	63,623.34
IS4	55,848.02	56,988.60	58,152.26	59,337.90	60,547.71
IS3	54,374.49	55,484.31	56,616.10	57,770.97	58,950.01
IS2	52,841.62	53,918.47	55,019.50	56,142.51	57,287.49
IS1	52,424.07	53,493.23	54,584.36	55,697.48	56,834.77

* To qualify for LSI, an employee must have 84 months of continuous service at the college. For sessional employees, layoff periods do not break continuity and are not counted towards the 84-month qualifying period.

Appendix "G" – Wage Schedule for the period January 1, 2016 – June 30, 2016

ADMINISTRATIVE SUPPORT					
Band	Step 1	Step 2	Step 3	Step 4	LSI*
AS 8	62,760.84	64,041.22	65,347.25	66,678.94	68,039.62
AS7	60,253.62	61,483.81	62,737.42	64,016.69	65,323.83
AS6	56,640.01	57,795.47	58,974.36	60,177.78	61,406.86
AS5	52,679.54	53,752.47	54,848.82	55,968.59	57,111.79
AS4	51,386.89	52,437.52	53,507.10	54,598.99	55,712.07
AS3	49,752.96	50,767.89	51,802.90	52,859.10	53,938.73
AS2	46,720.43	47,672.90	48,644.34	49,638.08	50,649.67
AS1	45,319.59	46,244.19	47,187.74	48,150.26	49,132.85

INSTITUTIONAL SUPPORT					
Band	Step 1	Step 2	Step 3	Step 4	LSI*
SW6	62,750.81	64,031.18	65,338.33	66,671.13	68,031.81
SW5	59,814.19	61,033.23	62,280.14	63,549.37	64,846.48
SW4	51,762.75	52,818.95	53,896.34	54,996.04	56,118.05
SW3	50,555.98	51,588.76	52,640.50	53,714.55	54,812.01
SW2	44,748.55	45,660.88	46,592.16	47,543.53	48,513.85
SW1	42,198.95	43,058.86	43,935.49	44,833.32	45,748.99

TECHNICAL SUPPORT					
Band	Step 1	Step 2	Step 3	Step 4	LSI*
TS8	72,963.72	74,451.55	75,970.60	77,520.88	79,103.51
TS7	70,836.82	72,283.38	73,758.94	75,262.38	76,798.16
TS6	69,743.81	71,165.84	72,619.09	74,099.11	75,610.36
TS5	62,827.76	64,108.14	65,415.29	66,751.43	68,112.11
TS4	57,925.97	59,107.08	60,311.62	61,544.04	62,799.88
TS3	51,616.65	52,671.73	53,745.78	54,842.13	55,961.90
TS2	46,688.08	47,640.56	48,613.11	49,604.62	50,616.21
TS1	45,674.26	46,604.43	47,555.79	48,527.23	49,516.51

TRADES					
Band	Step 1	Step 2	Step 3	Step 4	LSI*
TR7	79,968.99	81,600.70	83,263.63	84,962.25	86,696.56
TR6	77,958.09	79,548.52	81,170.19	82,825.31	84,517.24
TR5	75,619.28	77,163.98	78,737.69	80,341.51	81,983.25
TR4	72,935.84	74,423.66	75,943.83	77,490.77	79,072.28
TR3	64,149.41	65,456.55	66,791.58	68,153.38	69,545.29

INSTRUCTIONAL SUPPORT					
Band	Step 1	Step 2	Step 3	Step 4	LSI*
IS7	66,673.36	68,034.04	69,420.37	70,836.82	72,283.38
IS6	62,557.86	63,832.66	65,134.23	66,463.68	67,821.02
IS5	59,566.59	60,782.28	62,021.39	63,288.39	64,577.69
IS4	56,685.74	57,843.43	59,024.55	60,227.97	61,455.93
IS3	55,190.11	56,316.57	57,465.34	58,637.54	59,834.27
IS2	53,634.24	54,727.25	55,844.79	56,984.64	58,146.80
IS1	53,210.43	54,295.63	55,403.13	56,532.94	57,687.29


* To qualify for LSI, an employee must have 84 months of continuous service at the college. For sessional employees, layoff periods do not break continuity and are not counted towards the 84-month qualifying period.

IN WITNESS THEREOF the Parties hereto have executed these presents duly attested by their proper officers respectively in that behalf.

SIGNED, SEALED AND DELIVERED THIS ____ DAY OF FEBRUARY, 2013, IN THE PRESENCE OF:

**THE BOARD OF GOVERNORS
KEYANO COLLEGE**



Chair – Board of Governors


President

**CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 2157**


President


Vice-President


Recording Secretary