

**NORTHWESTERN
POLYTECHNIC**



COLLECTIVE AGREEMENT

BETWEEN THE

**BOARD OF GOVERNORS OF
NORTHWESTERN POLYTECHNIC
FAIRVIEW CAMPUS**

AND THE

**ALBERTA UNION OF PROVINCIAL EMPLOYEES
LOCAL 071 CHAPTER 007**

JULY 1, 2020 to JUNE 30, 2024

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PREAMBLE

This Agreement made this 20th day of October, 2022.

BETWEEN:

The Board of Governors of Northwestern Polytechnic - Fairview Campus

(hereinafter referred to as the Employer)

of the first part

AND THE

Alberta Union of Provincial Employees

(hereinafter referred to as the Union)

of the second part

and

WHEREAS, the Union has the sole right to negotiate and conclude a Collective Agreement on behalf of the Support Staff Employees of the Board (being Local 071 Chapter 007 of the Union) pursuant to the Public Service Employee Relations Act; and

WHEREAS, the Parties are mutually desirous of entering into a Collective Agreement, with the intent and purpose to promote a harmonious relationship between the Employees and the Employer, and to set forth in this Collective Agreement rates of pay, hours of work and conditions of employment.

NOW THEREFORE, the Parties hereto mutually agree as follows:

ARTICLE 1
DEFINITIONS

1.01 In this Agreement, unless the context otherwise requires:

- (a) a word used in the singular may also apply in the plural;
- (b) "Annual Salary" means twelve (12) times the monthly rate applicable to a classification, except that Acting Incumbency Pay shall be included for overtime calculations only;
- (c) "Arbitration Board" means an arbitration board established for settlement of differences as described in this Agreement;
- (d) "Board" means The Board of Governors of the Northwestern Polytechnic or an Officer designated to act on behalf of the Board;
- (e) "Casual Employment" includes non-permanent employment on an hourly basis. Continuous casual employment in the same class and job shall not normally extend beyond the end of the pay period during which the Employee's accumulated time in the fiscal year reaches one thousand (1,000) hours, unless extended by the mutual agreement of the Union and the Employer, after which time if the employment is to continue, the Employee shall be appointed to a temporary position;
- (f) "Chapter" means Chapter 007, a subset of Local 071 of the Alberta Union of Provincial Employees.
- (g) "Consultation" means the process of clearly communicating a tentative idea, allowing sufficient time for a response given the situation, and considering the response before a final decision is made;
- (h) "Designated Officer" means a person who is authorized, on behalf of the Employer, to deal with grievances;
- (i) "Discipline" means a reprimand, suspension, demotion, or dismissal, taken against an Employee, for cause;
- (j) "Dismiss" means to terminate an Employee's employment relationship with the Board, for cause;
- (k) "Employee" means a person employed by the Board under authority of the *Post-Secondary Learning Act* who is in the bargaining unit covered by this Collective Agreement, and who is employed in one of the following categories:
 - (i) permanent service which covers all staff appointed to full-time or part-time positions, on either a continuing basis (twelve (12) months each year) or recurring basis (periods greater than six (6) months but less than twelve (12) months each year and who are paid a salary); or

- (ii) temporary service which covers all staff appointed to full-time or part-time positions for the purpose of additional work, replacement of permanent employees or special projects not anticipated for a continuous or recurring basis; or
- (iii) casual service which covers all staff hired for full-time or part-time casual employment and who are paid an hourly rate.
- (l) "Employer" means the Northwestern Polytechnic - Fairview Campus;
- (m) "Hourly Rate" means the annual salary divided by the monthly hours related to the Position Number;
- (n) "Increment" means the difference between one step and the next step within the same pay range;
- (o) "Local" means Local 071 of the Alberta Union of Provincial Employees;
- (p) "Maximum Salary" means:
 - (i) the highest step of the highest pay range assigned a class; or
 - (ii) the job rate assigned to a class.
- (q) "Minimum Salary" means the lowest step of the pay range assigned to a class;
- (r) "Month" means a calendar month;
- (s) "Multiple Pay Ranges" means a combination of two or more successive pay ranges assigned to a class;
- (t) "Pay Range" means the salary steps assigned to a class within the salary schedule;
- (u) "Permanent Position" means a position, the duties of which are of a continuing nature of indefinite extent;
- (v) "President" means the Chief Executive Officer of Northwestern Polytechnic;
- (w) "Probationary Employee" means a person who is serving a probationary period;
- (x) "Step" means a single salary rate within the pay range;
- (y) "Student" is an individual who attends high school, a post-secondary educational institution or a vocational learning institution;
- (z) "Temporary Position" means a position established to cover a workload that is predictable and regular, but for a limited period;

Temporary Employees hired for a period of continuous employment in the same position in excess of twenty-four (24) months, shall become Permanent Employees. Temporary employment for a period beyond twenty-four (24) months may be exempted from the provisions of this clause by mutual agreement between the Employer and the Union;

- (aa) "Union" means the Alberta Union of Provincial Employees;
- (bb) "Union Representative" shall mean a person employed by the Alberta Union of Provincial Employees to act on behalf of the Union.
- (cc) "Union Steward" means an Employee in the Bargaining Unit who has completed the required AUPE courses and training necessary to be registered by the Union to provide labour relations representation to Employees.
- (dd) "Week" means a seven (7) day period beginning on a Monday;
- (ee) "Weekly Salary" means annual salary divided by fifty two (52);
- (ff) "Work Day" means any day on which an Employee is normally expected to be at his place of employment.

ARTICLE 2

JURISDICTION

- 2.01 The provisions of this Agreement apply as specified in Article 3 to all Employees of the Employer or Northwestern Polytechnic, Fairview Campus deemed to be certified as a Bargaining Unit pursuant to the *Public Service Employee Relations Act (PSERA)*.
- 2.02 This agreement will not apply to persons who are agreed between the parties to be excluded from the bargaining unit, or who have been determined by the Labour Relations board to be excluded under the provisions of the *Public Service Employee Relations Act (PSERA)*.
- 2.03 The provisions of this Agreement do not apply to students whose employment is contemplated by the curriculum of a course in which the student is enrolled, such as work placement or a cooperative experience program, nor to persons employed under special Federal or Provincial student employment programs. Any student employed under this provision or any other provision shall not displace other permanent, temporary or casual employees and the employment of students shall not result in the abolishment or layoff of any other employee.

ARTICLE 3

APPLICATION

- 3.01 This Agreement applies to an Employee:
 - (a) employed in a permanent position; and
 - (b) employed in a temporary position except that:
 - (i) Article 21, Position Abolishment, shall not apply, and

(ii) apprentices shall not have access to Article 20, Grievance Procedure, for termination of employment as a result of either:

failure to comply with the terms and conditions of the Apprenticeship and Industry Training Act and/or regulations; or

the unavailability of tradesmen positions upon completion of the Apprenticeship program.

3.02 Where applicable, the provisions of this Agreement shall be applied on a pro-rata basis to Employees employed on a part-time basis.

3.03 Employees hired for casual employment will qualify for the terms and conditions of this Agreement, except that the following shall not apply:

- | | |
|------------|--|
| Article 20 | Grievance Procedure |
| Article 21 | Position Abolishment |
| Article 22 | Layoff And Recall |
| Article 23 | Illness and Disability in the Workplace |
| Article 24 | Long Term Disability (LTD) |
| Article 25 | Health and Dental Plan |
| Article 26 | Insurance (except that Accidental Death and Dismemberment for business travel shall apply) |
| Article 27 | Paid Holidays (except that 27.05 (a) shall apply) |
| Article 28 | Annual Vacation Leave |
| Article 29 | Special Leave |
| Article 30 | Maternity and Parental Leave |
| Article 32 | Leave Without Pay |
| Article 35 | Employment Insurance Premium Reduction or Rebate |
| Article 36 | Workers' Compensation Supplement |
| Article 41 | Tuition |
| Article 42 | Staff Development Fund |
| Article 44 | Pension Plan and Retirement Savings |

3.04 Notwithstanding Clause 3.03, an Employee hired for casual employment shall receive:

- (a) Six (6%) percent of their regular hourly wage earnings in lieu of annual vacation entitlement, Article 28, in addition to his regular hourly wage earnings, and

- (b) Five point two (5.2%) percent of their regular hourly wage earnings in lieu of paid holidays, Article 27, in addition to their regular hourly wage earnings.

ARTICLE 4

MANAGEMENT RECOGNITION

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

ARTICLE 5

UNION RECOGNITION

- 5.01 The Employer recognizes the Union as the exclusive bargaining agent for all Employees covered by this Agreement. The Employer shall not recognize any Employee or group of Employees as representing the Union, nor shall the Employer enter into any separate agreement(s) with an Employee, a group of Employees or a Union Steward which compromises the terms or conditions of employment contained in this Agreement without the prior written approval of the President of the Union.
- 5.02 The Parties agree that there shall be no discrimination or coercion exercised or practiced with respect to any Employee for reason of membership or legitimate activity in the Union.
- 5.03 The Employer agrees that the Union shall be the sole Bargaining Agent for the incumbents of those positions which are included in classifications set out in the Salary Schedules of this Agreement as defined in Article 1 and all new employees of those existing and newly created positions.
- 5.04 The Employer will provide bulletin board space for use of the Union at locations on the Employer's premises which are accessible to Employees. Sites of the bulletin boards are to be determined by the Employer and the Union. Bulletin board space shall be used for the posting of Union and Chapter information directed to its members and shall be maintained by the Chapter. The Employer will work with the Union in establishing the appropriate electronic linkages between Northwestern Polytechnic's web page and the AUPE web page.
- 5.05 The Employer will allow the Union and its members use of the internal postal service and will provide the Local, Chapters and Stewards with individual mail boxes, at no cost, for distribution of Union literature. The Union Representative (MSO) will provide a list of the names of Stewards at least semi-annually to Human Resources. The Employer will provide each member with an email address and account. The Employer will provide the Union and its members use of Northwestern Polytechnic's email system, subject to Northwestern Polytechnic policies and procedures governing appropriate email and internet usage.

- 5.06 An Employee shall have the right to wear or display the recognized insignia of the Union, however, no such insignia larger than a lapel pin shall be worn on issue clothing or uniforms, nor shall an insignia be displayed on Employer's equipment or facilities.

ARTICLE 6

LEGISLATION AND THE COLLECTIVE AGREEMENT

- 6.01 All provisions of this Agreement are subject to applicable laws now or hereafter in effect. If any law now existing or hereafter enacted, by the Government of Alberta or Canada, or proclamation or regulation shall invalidate or disallow any portion of this Agreement, the remainder of the Agreement shall remain in force.
- 6.02 In the event that any Articles of the Agreement are affected by legislation these affected Articles shall be renegotiated within ninety (90) days of the change in legislation. Any disagreements concerning the renegotiation shall be subject to Clause 20.05 (Steps of the Grievance Procedure).
- 6.03 Where a difference arises out of the provisions contained in an Article of the Collective Agreement, and the subject matter is also covered in Employer Regulations, Guidelines, Directives or Policies, the Collective Agreement shall supersede the Regulations, Guidelines, Directives or Policies.

ARTICLE 7

UNION MEMBERSHIP AND DUES CHECK OFF

- 7.01 All Employees covered by this Agreement shall become members of the Union as a condition of employment
- 7.02 All Employees covered by this Agreement, except those receiving Long Term Disability Insurance (LTDI) benefits, shall be required to pay Union dues. The Employer shall, therefore, as a condition of employment, deduct each pay period the amount of the Union dues as set out by the Union from time to time from the pay of all Employees covered by this Agreement.
- 7.03 The Employer shall remit electronically the Union dues deducted from the pay of all Employees to an account specified by the Union no later than the end of the following pay period. Where an accounting adjustment is necessary to correct an over or under payment of dues, it shall be affected in the succeeding two (2) pay periods. A report of the deductions remitted is forwarded electronically to the Union and includes particulars identifying each Employee showing Employee number, Employee Name, Address, Employee current phone number, City, Postal Code, Service Date, Department Name, Position Number and the Current Amount of Dues. Further, the Employer shall provide to the Union, once every two (2) pay periods, a list containing the name and last known address of current recipients of Long-Term Disability Insurance.

The Employer shall, upon request from the Union, provide the Union with information regarding Employees' monthly Gross Wages for a specific calendar month to verify the dues remitted to the Union during that month. No more than one request can be made by the Union each year.

- 7.04 The Union shall advise the Employer, in writing, of any change in the amount of dues to be deducted from the Employees covered by this Agreement. Such notice shall be communicated to the Employer at least thirty (30) days prior to the effective date of the change.
- 7.05 The Employer shall notify the Chapter Chair, monthly, of the names of new Employees hired for positions in the Bargaining Unit.
- 7.06 The Union agrees to indemnify and save the Employer harmless against any claim or liability arising out of the application of this Article.

ARTICLE 8

EMPLOYER / EMPLOYEE / UNION RELATIONS

- 8.01 The Employer shall grant Union representatives access to its premises, subject to prior notification being provided to a designated college representative.
- 8.02 Chapter Union membership meetings may be held on Employer premises, subject to prior notification to the Employer. The Chapter agrees to minimize the set-up, reorganization, and cleaning of facilities used for such meetings. The arrangements of the meeting shall be subject to mutual agreement.
- 8.03 The Employer recognizes the Union Steward as an official representative of the Union.
- 8.04 The Union shall determine the number of Union Stewards, having regard to the plan of organization, and the distribution of Employees at the work place in order to minimize the impact of Stewards' time off to the Steward's work unit. The Union and the Employer shall consult when difficulties arise.
- 8.05
 - (a) The Union and the Employer desire every Employee and Supervisor to be familiar with the provisions of this Agreement. The Employer will make the Collective Agreement available online in a format that can be downloaded and printed. Each Party agrees to pay the full cost of printing copies for their own distribution.
 - (b) The Chairperson of the Chapter or their designate will provide the Employee with a copy of the Collective Agreement and any other materials the Union deems necessary.
 - (c) A new Employee shall be advised of the name and location of their Union Steward by the Chapter (or their designate).
 - (d) The Employer shall provide the Chapter with a list of new Employees hired in the bargaining unit and their organizational unit/department at least monthly.

8.06 The following list of reports identified in the Collective Agreement to be provided as outlined:

Report	Provided To	Frequency
Dues Deduction (7.03)	Union	Monthly
LTD Recipients (7.03)	Union	Monthly
Employee Changes (New hires (7.05/8.05), new positions, retirees Terminations, position Abolishments and layoff/recall)	Chapter	Monthly
Seniority List (43.04)	Chapter	Semi-Annually
EI rebate (34.03)	Chapter	Annually

8.07 A representative of the Union or a Union Steward shall have the right to make a presentation of up to fifteen (15) minutes during the paid orientation of new Employees.

ARTICLE 9

TIME OFF FOR UNION BUSINESS

9.01 Subject to Clause 9.03, time off, without loss of regular earnings, will be provided to those Employees who have been designated by the Chapter as authorized Chapter representatives to conduct official Union business for time spent:

- (a) meeting with representatives of the Employer, not to exceed three (3) in number, for time spent during the formal negotiating of a Collective Agreement;
- (b) by a Union Steward investigating a complaint; in discussing written grievances as outlined in the grievance procedure; and at a disciplinary interview;
- (c) attending the Employee Management Advisory Committee meetings, with Chapter representation of up to three (3) in number;
- (d) meeting with the Employer at formal Safety Committee meetings during normal working hours, and for meetings of the Joint Work Site Health and Safety Committee as provided by the *Occupational Health and Safety Act*;
- (e) attending Employer initiated Employee Assistance Program meetings;
- (f) attending the Employer orientation sessions for new Employees;
- (g) participating in other Employer initiated meetings where the Employer deems that Chapter representation is required.

9.02 Subject to Clause 9.03, time off, without pay, shall be provided to Union Members on the following basis:

- (a) members elected as delegates to attend the Annual Convention of The Alberta Union of Provincial Employees;

- (b) members designated as delegates representing the Union at Conventions of other Employee organizations;
- (c) members designated to attend Union Seminars and Conferences;
- (d) members of the Union Executive Committee, to attend meetings;
- (e) members of the Provincial Executive of the Union, to attend general meetings;
- (f) members of the Provincial Executive Standing Committees of the Union to attend regular committee meetings;
- (g) Members of the Chapter Bargaining Committee, not to exceed twelve (12) members, three (3) days to prepare for negotiations before the formal negotiations begin;
- (h) Up to three (3) members of the Chapter Bargaining Committee, for time spent meeting with representatives of the Employer during the formal negotiation of a collective agreement and for Union preparatory meetings during these negotiations;
- (i) The Chairperson of the Chapter designates shall collectively be relieved of up to ten (10%) percent of a FTE (full time equivalent) to attend to Chapter Union business.

9.03 In the foregoing provisions with the exception of Negotiations time off shall be granted except where operational difficulty will arise. Time off for the purpose of Negotiation preparations and time spent in Negotiations shall not be denied. The Union shall provide the Employer's Human Resources Office with a copy of the request for time off. Employees shall provide a minimum of five (5) work days' notice when requesting time off under Clause 9.02; however, consideration may be given in cases where the five (5) work days' notice is not provided.

9.04 To facilitate the administration of Clause 9.02, the Employer will grant the leave of absence with pay and invoice the Union for the Employee's salary and applicable allowances, or the replacement salary costs, whichever is greater. The Employer shall bill the Union within sixty (60) days of leave of absence and the Union shall make payment within thirty (30) calendar days of the date of receipt of the invoice.

ARTICLE 10

POSITION OPPORTUNITIES

10.01 All vacant permanent positions and opportunities in the Bargaining Unit, which are to be filled, shall be posted for a minimum of five (5) work days. Appointments without a posting may be made where a Temporary Employee has filled a temporary position for one year or more, and the position becomes available for permanent status. In such cases, there shall be mutual agreement between the Union and the Employer. This Clause does not relate to the granting of permanent status to a temporary Employee in accordance with Clause 1.01(z).

- 10.02 The Employer agrees that where the relevant skill, qualifications and experience of the most suitable applicants are equal, the most senior of those applicants will be given preference. Seniority for the purposes of this Article is the definition contained in Article 43.
- 10.03 Eligibility lists are lists of qualified candidates from previous competitions. These lists will be provided by Human Resources to the Chapter prior to being used in any subsequent competitions.
- 10.04 Where a break in service occurs as a result of the termination of a temporary position, the incumbent, subject to satisfactory performance and subject to Clause 3.01 (b) (ii) of this Agreement, shall be given preference over external candidates for employment in that temporary position in the event the position is re-established within twelve (12) months.
- 10.05 If, within one (1) month after the appointment of a successful applicant to a position filled through competition
- (a) the Employer finds that the position is unsuitable, he will be allowed; or
 - (b) the Employer concludes that the Employee is unsuitable for the position, the Employee may be required;
- to transfer back to their former position or to a position with a comparable salary range and category. An Employee transferred under this Clause shall be treated in all respects as if he had remained in their original position.

ARTICLE 11

PROBATIONARY PERIOD

- 11.01 All Employees shall serve an initial probationary period starting on the last date of hire with the Employer.
- 11.02 Exceptions may include:
- (a) An Employee who has previously been employed by the Employer may, at the discretion of the Employer have all or part of such previous employment considered as part of the probationary period as specified for the classification.
 - (b) A temporary Employee whose position is made permanent with no change in job duties shall be credited with all continuous service in that position, for purposes of completing the required probationary period.
 - (c) On conversion from casual to temporary or permanent salaried status with no change in duties, an Employee's unbroken casual service shall be credited towards completion of the probationary period.
 - (d) Where an Employee is transferred through competition, reclassified, or promoted before completing their probationary period, the Employer may require that he serve a full probationary period in their new position.

- (e) The period of probation may be extended by agreement of the Employee's Membership Services Officer and the Employer and for periods of approved leaves of absence exceeding twenty-eight (28) calendar days.

11.03 The period of probation shall be twelve (12) months.

ARTICLE 12

ATTENDANCE

12.01 An Employee who is absent from duty without prior authorization shall communicate daily, the reason for their absence to the immediate supervisor or designate at their place of work as soon as reasonably possible, before their starting time, but normally two (2) hours before their normal starting time.

12.02 An Employee on authorized leave of absence and/or illness for an indeterminate period shall notify the immediate supervisor or designate at their place of work of their intention to return to work in the following manner:

- (a) an Employee reporting for day work shall normally give notice during the preceding work day;
- (b) an Employee reporting for work on an afternoon or a night shift shall normally give notice no later than noon of the day immediately preceding their return to work.

12.03 An Employee who is on a leave of absence for a fixed period of twenty (20) workdays or more, and who wishes to return to work prior to the expiration date of that leave of absence shall apply to the immediate supervisor or designate at their place of work at least five (5) work days prior to the desired date of their return.

12.04 An Employee is required to provide the Employer with ten (10) workdays' prior written notice of resignation.

12.05 An Employee who absents themselves from their employment and who has not informed the Employer shall after three (3) consecutive workdays of such unauthorized absence be considered to have abandoned their position and will be deemed to have resigned, unless it is subsequently shown by the Employee that circumstances beyond their control prevented them from reporting to their place of work or prevented them from contacting their Employer.

12.06 Employees who have left the Northwestern Polytechnic – Fairview Campus after the expiry of this agreement and prior to a new agreement being ratified, must apply in writing to Human Resources providing appropriate contact information and a request for eligible retroactivity. This application must be provided within sixty (60) days of termination of employment with Northwestern Polytechnic - Fairview Campus.

ARTICLE 13

HOURS OF WORK

- 13.01 The normal hours of work for Employees covered by this Agreement shall be thirty-five (35) hours per week (seven (7) hours per day).
- 13.02 Normal hours of work will fall between 7:30 am and 5:30 pm, Monday to Friday, with Saturday and Sunday being the normal days of rest. Normally the two (2) days of rest will be consecutive and include at least one of either Saturday or Sunday. However, for operational reasons, the employer reserves the right to schedule shifts outside these times and days.
- 13.03 Where a change is made in the Employee's hours of work with less than twenty-four (24) hours' notice, or without mutual agreement between the Employee and Employer, the Employee shall be paid at one and one-half (1½ x) times their regular pay for that shift.
- 13.04 Scheduling Changes
- (a) Where a change is made in the Employee's work schedule, a minimum of fourteen (14) calendar days' notice shall be provided, and the schedule provided a minimum of fourteen (14) days in advance. Should this notice not be provided, the Employee shall be paid at one and one-half (1½ x) times for all hours worked on the first day of the changed schedule.
 - (b) Where a disaster arises (for example: fire, flood), the Employer may make temporary changes as required without notice to the employee. Such changes will remain in effect for the duration of the disaster as determined by the Employer. This provision will not be used repeatedly so as to circumvent the requirement for notice given above.
 - (c) Employees in shift-based operations may request a shift change and a list of such individuals will be maintained. When requested shifts become available, they shall be offered to those Employees on the list considering operational factors including seniority. Employees who elect to change their shifts and have agreed to change shifts without normal notice, shall not be eligible for overtime pay for those hours worked.
- 13.05 In shift-based operations, work schedules shall be posted at least fourteen (14) calendar days prior to the commencement of the first shift.
- 13.06 Employees covered by this Agreement shall normally receive two (2) fifteen (15) minute paid rest periods in each work period in excess of six (6) hours, one (1) period to be granted before the meal break and one (1) to be granted after. An Employee working a period of more than three (3) hours but not more than six (6) hours shall be granted one (1) rest period. Rest periods shall normally be taken at the work site and shall not normally be granted within one (1) hour of commencement or termination of work period.

- 13.07 A meal period of not less than one-half (½) hour and, not more than one and one-half (1½) hours shall be granted to all Employees at approximately the mid-point of each work period that exceeds four (4) hours. Such meal period shall be without pay.
- 13.08 An Employee who is directed by their supervisor to remain due to a specific assignment at the Employee's station of employment during their meal period, shall be paid for such meal period at the applicable overtime rate or be granted time off in lieu to be taken at a mutually agreeable time.
- 13.09 An Employee shall not be required, without their agreement, to work a split shift.
- 13.10 Time spent traveling on authorized business (including Article 9) during an employee's regularly scheduled shift (or on pre-authorized overtime) shall be considered hours worked and will be paid at the applicable rate of pay.

ARTICLE 14

MODIFIED OR COMPRESSED HOURS OF WORK

- 14.01 The Parties agree that the Employer may implement a compressed or modified hours of work system under conditions as provided in this Agreement.
- (a) Modified hours of work would be a change to start or end times resulting in an increase to the normal daily hours of work and normal weekly hours of work, (example: a ten (10) or twelve (12) hour shift rotation or a change to your start or end times and days of rest to become more flexible to meet operational requirements).
 - (b) Compressed hours of work would be an increase in daily hours of work with a corresponding reduction in the normal work rotation to facilitate a day off in the pay period or rotation (example: in a bi-weekly rotation working nine (9) out of ten (10) workdays at extended hours to earn the tenth (10th) day off with pay).
- 14.02 Where shifts and/or hours of work, as described above, are proposed, the following terms will apply:
- (a) the proposed terms must not result in a gain or loss in benefits or rights under this Agreement, and
 - (b) the proposal will not negate any terms in the Agreement; and any modifications must be specified in writing, including the positions or individuals to whom it will apply.
 - (c) a proposal may only be implemented where the Union and the Employer have agreed, in writing, to how relevant terms and conditions of this Collective Agreement will or will not apply to affected Employees. The majority of the employees affected must approve the proposal.
 - (d) once a proposal has been implemented, the terms may only be changed by mutual agreement of the parties.

- (e) once the proposal has been agreed to, a signed copy will be provided to each affected employee and each new hired employee.
- 14.03 If the Employer and a majority of the Employees employed in a work unit propose to adopt a compressed or modified work week system, all Employees employed in that unit may be required to participate in that compressed or modified work week system and Clause 14.06 shall not apply.
- 14.04 The Employer has the sole right to determine the number of Employees who are required to be at work. Upon entering into a compressed or modified work week system, however, the Employees are entitled to have the first opportunity to plan their work schedule whereby they may arrange their starting times, lunch periods, and finishing times on a daily basis, in keeping with the Employer's operational requirements. Employees shall have the opportunity to make up lost time during the flex period due to late arrival, subject to the approval of the Employer.
- 14.05 In the event the compressed or modified work week system does not result in the provision of a satisfactory service to the public, or is deemed by the Employer to be impractical for other reasons, the Employer may require a return to regular times of work, in which case Employees shall be provided with an advance notice of one (1) month.
- 14.06 Subject to Clause 14.03, an Employee who is working according to a modified work system may opt for regular times of work by providing the Employer with an advance notice of one (1) month.
- 14.07 Where applicable, these provisions outlined in Clause 14.02 (c) above shall have full force and effect in lieu of other Articles of this Collective Agreement.

ARTICLE 15

OVERTIME

- 15.01 An Employee may be required to work hours beyond regularly scheduled hours to overcome unexpected workloads and to meet extraordinary situations. Such overtime shall be authorized by the Employer.
- 15.02 An Employee may occasionally be required to work extra time, up to fifteen (15) minutes, immediately following closing time, or to brief an oncoming shift, without payment. However, if the extra time exceeds fifteen (15) minutes, a minimum of one-half (½) hour overtime compensation will be paid, with compensation thereafter in accordance with Clause 15.07.
- 15.03 An Employee, who has been authorized to work overtime, shall be compensated as follows:
 - (a) For overtime hours worked on a regularly scheduled work day, at time and one-half (1½ x) their regular hourly salary for the first two (2) hours worked in excess of their regular daily hours and at two times (2 x) their regular hourly salary for hours worked in excess of two (2) hours.

- (b) For overtime hours worked on day(s) of rest:
 - (i) at time and one-half (1½ x) their regular hourly salary for a minimum of one (1) hour, or for all hours greater than one (1) worked up to the equivalent of full normal daily hours, and two times (2 x) time for additional hours worked thereafter, on a compressed work weekday off or on the Employee's regularly scheduled first day of rest; and
 - (ii) at two times (2 x) their regular hourly salary for a minimum of one (1) hour, or for all hours greater than one (1) subsequently scheduled day(s) of rest in that rest period.
- (c) For purposes of this Clause, authorized travel on Employer business shall be considered working hours and when authorized outside of normal working hours, or on a regularly scheduled day of rest, the overtime rates of this Clause shall apply except that an Employee shall not be compensated for travel spent proceeding to and from their usual place of work and residence.
- (d) For the purpose of applying this article to casual employees, "day of rest" shall mean the sixth (6th) or seventh (7th) day on which work is assigned within one week.

15.04 Compensatory time off with pay, in lieu of a cash settlement, may be claimed by the Employee(s). Compensatory time off shall only be taken at a mutually agreed time between the Employer's designate and the Employee. At no time shall the Employee(s) have more than seventy (70) hours accrued in their overtime bank. As at June 30 of each fiscal year, the overtime bank hours in excess of thirty-five (35) hours will be paid out.

15.05 An Employee who requests for personal reasons, and who as a result of such a request, is authorized to work daily or weekly hours in excess of their normal requirements, shall be compensated for the extra hours worked at straight time rates. It is not the intent of this Clause to deny overtime rights to an Employee.

- 15.06 (a) An Employee who is required by the Employer to attend a training course or seminar on their normal day of work shall be paid at straight time rates for the hours spent on training to a maximum of their normal daily hours of work for that period.
- (b) An Employee who is required by the Employer to attend a training course or seminar on a regularly scheduled day of rest, shall be granted a day off in lieu at some other time, or if impractical to grant time off, he shall be paid at one (1) and a half times (1½ x) for the hours spent on training to a maximum of their normal daily hours of work for that period.

- (c) An Employee who is required by the Employer to attend a training course or seminar which necessitates travel outside of the urban area in which they are employed shall be compensated at applicable rates for the actual hours spent in travel provided such travel time is in excess of their normal daily or weekly hours of work.
- 15.07 Overtime payment or compensatory time off shall be calculated to the nearest quarter ($\frac{1}{4}$) hour.
- 15.08 Part-time salaried Employees working less than the normal hours of work stated in Clause 13.01 who are required to work longer than their usual daily or weekly hours shall be paid at the rate of straight time plus five point two percent (5.2%) for the hours so worked until they exceed the normal daily or weekly hours for Full-time Employees in the same Class, after which the overtime provisions of Clause 15.07 shall apply.
- 15.09 An Employee who works three (3) hours or more of overtime immediately following the completion of their normal hours of work shall be entitled to an unpaid meal break. The Employee shall be reimbursed for the cost of the meal, on production of receipt in accordance with the Employer's Policy.
- 15.10 Where Employees are working flexible hours, or a modified work week, the terms and conditions as provided in Article 14 of this Agreement shall apply.

ARTICLE 16

ADDITIONAL EARNINGS/PAY

- 16.01 Shift Differential/Weekend Premium
Where, because of operational requirements, an Employee is scheduled to work shifts (afternoons or nights), that Employee shall receive one dollar and ten cents (\$1.10) per hour for working a shift where the majority of the hours in such shift fall between 4:00 p.m. and 8:00 a.m.
- 16.02 For the purposes of this Article, a shift refers to the daily equivalent of the normal hours of work as set out in Article 13. A casual or part-time Employee who works less than the daily equivalent of the normal hours of work shall be paid shift differential if he works a minimum of four (4) hours within the period of 4:00 p.m. and 8:00 a.m.
- 16.03 An Employee who works Saturdays or Sundays as part of their regularly scheduled work week, shall receive a weekend premium of seventy-five cents (\$0.75) per hour for each hour worked from midnight Friday to midnight Sunday. The weekend premium shall not be paid to an Employee who is not regularly scheduled to work weekends and receives overtime compensation for working Saturday or Sunday as a day of rest.

- 16.04 Where applicable, an Employee shall receive both shift differential and weekend premium. At no time shall shift differential or weekend premium be included with the Employee's regular rate of pay for purposes of computing overtime payments, other premium payments, or any Employee benefits, other than pension, nor shall shift differential or weekend premium be paid with respect to any hours paid at overtime rates.
- 16.05 Call Back
Subject to Clause 16.07, when an Employee is called back to work by their supervisor for a period in excess of two (2) hours, including time spent traveling directly to and from work, they shall be paid at the applicable overtime rate for hours worked pursuant to Article 15 and in no instance shall more than one provision apply. For such call back on a paid holiday, the rate of pay shall be time and one half (1½ x) for all hours worked up to the equivalent of full normal daily hours and double (2 x) time for additional hours worked thereafter.
- 16.06 Subject to Clause 16.07, an Employee who is called back to work one or more times within a two (2) hour period, and for whom the time worked and the time spent traveling directly to and from work totals two (2) hours or less, shall be paid at straight time for a minimum of three (3) hours.
- 16.07 There shall be no minimum guaranteed compensation nor compensation for time spent traveling if the call back is contiguous with a normal working period.
- 16.08 Reporting Pay
A casual Employee shall be paid a minimum of three (3) hours pay at their hourly rate when an expected work period is cancelled with less than twenty-four (24) hours' notice.
- 16.09 Standby Pay
When an Employee is designated to be immediately available to return to work during a period in which they are not on regular duty, they shall be paid the amount of one-half (1/2) hour's pay at their regular rate for each four (4) hours on standby or major portion thereof on a day that is not a paid holiday. For standby on a paid holiday, the payment shall be one (1) hour's pay at the regular rate for each four (4) hours on standby or major portion thereof.
- 16.10 When an Employee, while on standby, is unable to report to work they shall notify the Employer of their unavailability to fulfill their obligations. No standby pay shall be granted for any periods of standby in which the Employee is unavailable.
- 16.11 When an Employee is called back to work during a period in which they were on standby, they shall be compensated pursuant to Clause 16.09 for the hours they were on standby and paid pursuant to Clauses 16.05, 16.06 and 16.07 for the hours worked on call back.
- 16.12 An Employee shall not normally be required to standby on two (2) consecutive weekends or two (2) consecutive Paid Holidays, where other qualified staff is available.

16.13 Telephone Consultation

When an employee, who has been assigned to an on-call duty or is off-duty, is consulted by telephone and is authorized to handle client-related matters without returning to the workplace, the following will apply:

- (a) An employee who has not completed their regularly scheduled daily or weekly hours of work shall be paid at their basic rate of pay for the total accumulated time spent on telephone consultation(s), and corresponding required documentation. If the total accumulated time spent on telephone consultation(s), and corresponding required documentation is less than thirty (30) minutes, the employee shall be compensated at their basic rate of pay for thirty (30) minutes.
- (b) An employee who has completed their regularly scheduled daily or weekly hours of work shall be paid at the applicable overtime rate for the total accumulated time spent on telephone consultation(s) and corresponding required documentation. If the total accumulated time spent on a telephone consultation(s) and corresponding required documentation is less than thirty (30) minutes, the employee shall be compensated at the applicable overtime rate for thirty (30) minutes.

ARTICLE 17

ACTING INCUMBENT

17.01 To receive acting incumbency pay an Employee shall be designated by the responsible manager to perform the principal duties of the higher-level position for a minimum period of five (5) consecutive working days, during which time he may also be required to perform some of the duties of their regular position. An Employee shall be eligible for acting incumbency pay for the total period of acting incumbency. Acting provisions shall not apply where an Employee is designated only limited additional duties.

17.02 Where an Employee is designated to be an acting incumbent in a position, their salary may be determined in accordance with the following provisions:

- (a) if the Employee is designated to act in a position in a classification with an assigned grade the maximum of which is less than one (1) increment higher than the maximum of their current grade assignment, their acting salary shall be the lowest period in the new grade that exceeds their current salary provided the maximum salary assigned the classification is not exceeded;
- (b) if the Employee is designated to act in a position in a classification with an assigned grade the maximum of which is at least one (1) increment higher than the maximum of their current pay grade assignment, their acting salary shall be the lowest period in the new grade that exceeds their current salary except if the increase is less than one (1) increment, in which case their salary shall be adjusted to the period next higher than the lowest period that exceeds their current salary provided the maximum salary assigned the classification is not exceeded;

- (c) if the Employee is designated to be an acting incumbent from a classification with no pay grade assignment to a classification with a pay grade assignment, their salary is that period in the new grade which is higher than their current salary, except if this increase is less than four (4%) percent in which case their salary is the next higher period.
- 17.03 It is understood that normally only one acting incumbent may be designated as a result of any one (1) Employee's absence.
- 17.04 When an Employee who has been the acting incumbent of another position returns to their regular position, their salary and anniversary date shall be readjusted to that which would have been in effect if they had continuously occupied that position.
- 17.05 The designation of acting incumbency shall normally not exceed a period of one (1) year.
- 17.06 Where an Employee covered by the Northwestern Polytechnic - Fairview Campus/ AUPE Collective Agreement is required on a temporary basis, to act in the capacity of an Academic or Administrative Group position, they shall continue to be governed by the Northwestern Polytechnic - Fairview Campus/AUPE Collective Agreement, with no loss in pay, benefits or compensation. The Employee's salary shall be governed by the applicable salary schedule for Academic or Administrative Group positions.

ARTICLE 18

HUMAN RESOURCES FILE

- 18.01 If an Employee has been subjected to disciplinary action, after twenty-four (24) months of continuous service from the date that the disciplinary action was invoked, the Employee's Human Resource file shall be considered to be purged of any record of the disciplinary action providing:
- (a) the Employee's file does not contain any further record of disciplinary action during that twenty-four (24) months period; and
 - (b) the disciplinary action is not the subject of, or related to, an unresolved grievance.
- 18.02 The Employee shall be provided with a copy of all documents that pertain to disciplinary action or performance of the Employee at the time they are placed on their Human Resource file.
- 18.03 No documents shall be introduced from the Employee's Human Resource file as evidence in any grievance proceeding unless the Employee has received a copy in accordance with Clause 19.03 of this Agreement.
- 18.04 Access to an Employee's Human Resource File shall be provided to the Employee or their authorized representative, upon request once in every year and in the event of a grievance or complaint. He may request a representative of the Union to be present at the time of such examination.

18.05 The Human Resource file referred to in this Article is the personal file of an Employee maintained by the Employer. Except as provided hereinafter this file shall contain copies of all documentation pertaining to the Employee. The parties mutually agree that no information pertaining to the interview records, reference checks, or confidential information related to a diagnosis or prognosis concerning either Employee eligibility for Long Term Disability Insurance, WCB information or an assessment of an Employee pursuant to the Employee Assistance Program shall be contained in this file.

18.06 When an Employee has grieved a disciplinary action and a Designated Officer has either allowed the grievance or reduced the penalty levied against the grievor, the Employee's Human Resource file shall be amended to reflect this action provided that this action results in the abandonment of the grievance. Where the grievor appeals the disciplinary action to Arbitration, the award of that tribunal shall be final and binding upon the Employer and the Employee, and the Employee's Human Resource file shall be amended to reflect that award.

ARTICLE 19

DISCIPLINARY ACTION

19.01 An Employee may be disciplined or dismissed on the basis of just cause by the President or their authorized designate.

19.02 The Employer follows Northwestern Polytechnic's Progressive Discipline Policy. Discipline shall be administered in a timely manner. Therefore, managers and supervisors should first meet with employees to communicate concerns about an employee's performance or conduct. The process will be followed in sequential order, except when the particular circumstances of a case justify moving immediately to a more serious action.

19.03 When disciplinary action is taken against an Employee, that Employee and the Union shall be informed in writing as to the reason(s) for such action. The Employee and the Union shall be provided with a copy of all written reprimands or written notices of other disciplinary action or correspondence pertaining to the conduct or performance of the Employee.

19.04 The Employer or designated agent(s) shall disclose all information or documentation concerning the dispute, the investigation or discipline at the earliest possible opportunity.

19.05 An Employee who is to be interviewed on any disciplinary measure or alleged misconduct shall receive at least forty-eight (48) hours' notice of the time and place of the interview. The Employee shall be informed in this notice of the right to be accompanied by a Union representative and/or Union Steward. The Employer and the Union may mutually agree to reschedule the interview.

ARTICLE 20

GRIEVANCE PROCEDURE

20.01 Grievance Definitions

A grievance shall be defined as any difference arising out of an interpretation, application, administration or alleged violation of this Collective Agreement.

A grievance shall be categorized as follows:

- (a) an individual grievance is a dispute affecting one (1) Employee. Such grievance shall be initiated at Step 1 of the grievance procedure as outlined in Clause 20.05 except in cases of suspension or dismissal which will commence at Step 2; or
- (b) a group grievance is a dispute affecting two (2) or more Employees. Such grievance shall be initiated at Step 2 and processed there from in the same manner as an individual grievance as outlined in Clause 20.05. A group grievance shall list all Employees affected by the grievance and the results of such grievance shall apply, proportionately if applicable, to all Employees listed on the original grievance; or
- (c) a policy grievance is a dispute between the Parties which, due to its nature, is not properly the subject of an individual or group grievance. Such grievance shall be initiated, in writing, within fifteen (15) days of the date the aggrieved Party first became aware of or reasonably should have become aware of the event leading to the grievance. If the policy grievance is a Union grievance, it shall commence at Step 2. If the policy grievance is an Employer grievance, it shall be directed to the Union President and the President shall render a written reply within five (5) days of receipt. Upon receipt of response or failure to reply, the Employer may advance the grievance to arbitration.

Notwithstanding Clause 20.01(a), (b) and (c) and Clause 20.05 the parties may mutually agree to advance the grievance to a subsequent step in the grievance process. In the event any management officers as named in the grievance steps are one and the same, the subsequent steps will be deemed to have been complied with.

20.02 Authorized Representatives

- (a) An Employee may choose to be assisted and represented by either a Union Representative or Union Steward when presenting a grievance.
- (b) The Employer agrees that the Union Steward shall have reasonable paid time to investigate disputes and presenting adjustments as provided in this Article. However, no Union Steward shall leave their work without obtaining consent from their supervisor which shall not be unreasonably withheld. The Union Steward shall not suffer any loss of pay for time spent in the performance of their duties involving a grievance provided that the Union Steward does not leave the Employer's premises.

20.03 Time Limits

For the purposes of this Article, periods of time referred to in days shall be deemed such periods of time calculated on consecutive calendar days exclusive of Saturdays, Sundays and Named Holidays which are specified in Article 27.

20.04 Mandatory Conditions

- (a) Should the Employee or the Union fail to comply with any time limit in the grievance procedure, the grievance will be considered to be abandoned, unless the Parties have mutually agreed in writing to extend the time limits.
- (b) Should the Employer fail to comply with any time limits in the grievance procedure, the grievance shall automatically move to the next step on the day following the expiry of the particular time limit unless the Parties have mutually agreed in writing to extend the time limits.
- (c) During any and all grievance proceedings, the Employee shall continue to perform their duties, except in cases of suspension or dismissal.
- (d) A suspension without pay or dismissal grievance shall commence at Step 2.

20.05 Steps in the Grievance Procedure

(a) Step 1 (Immediate Supervisor)

An Employee who has a grievance shall first within ten (10) days of the date the Employee first became aware of or reasonably should have become aware of the occurrence of the act causing the grievance discuss the matter with their immediate supervisor and attempt to resolve the grievance at this stage. The Immediate Supervisor shall within fifteen (15) days of meeting with the Employee, advise the Employee in writing, of their decision in regard to the resolution. In the event that it is not resolved satisfactorily to the Employee, it may be advanced in accordance with the following steps.

(b) Step 2 (Department Head, or Designate)

If:

- (i) an individual grievance, within fifteen (15) days of the date the Employee received the written decision of the Employee's Immediate Supervisor; or

- (ii) a group grievance, within fifteen (15) days of the date any of the aggrieved Parties became aware of the event or reasonably should have become aware of the event leading to the grievance;

the grievance shall be submitted, in writing, stating the Article claimed to have been violated, the nature of the grievance and the redress sought, to the Director of the Department or designated representative who shall reply in writing within ten (10) days of receiving the grievance. At the request of either Party, a grievance hearing shall be held prior to providing a written reply. If the grievance is not settled at this stage, it may be advanced to Step 3.

- (c) Step 3 (President of Northwestern Polytechnic or Designate)

Within ten (10) days of the reply from the Director of the Department or designated representative, the Employee shall submit the grievance in writing to the President of Northwestern Polytechnic or the designated representative. The President of Northwestern Polytechnic or their representative shall hold a hearing within five (5) days of receipt of the grievance. The Employee shall be entitled to have a Union Representative present during the meeting. The President of Northwestern Polytechnic or their representative shall render a written decision within five (5) days of the date of the hearing. If the grievance is not settled at this stage, the Union may decide to proceed to Arbitration.

20.06

Arbitration

- (a) Either Party wishing to submit a grievance to Arbitration shall, within ten (10) days of the receipt of the decision at Step 3 of the grievance procedure, notify the other Party in writing of its intention to do so and name its appointee to the Arbitration Board, or state its desire to meet to consider the appointment of the single Arbitrator.
- (b) Within seven (7) days after receipt of notification provided for in Clause 20.06(a) above, the Party receiving such notice shall:
 - (i) inform the other Party of the name of its appointee to an Arbitration Board; or
 - (ii) arrange to meet with the other Party in an effort to select a single Arbitrator. Where agreement cannot be reached on the principal, and/or selection of a single Arbitrator, an Arbitration Board shall be established.
- (c) Where appointees to a Board have been named by the Parties, they shall within seven (7) days endeavor to select a mutually acceptable Chairman for the Arbitration Board. If they are unable to agree upon the choice of a Chairman, application shall be made to the Director of Mediation Services to appoint an Arbitrator pursuant to the provisions of the Code.

- (d) After a single Arbitrator has been selected, or the Arbitration Board has been formed in accordance with the above procedure, it shall contact the Parties to schedule dates.
- (e) In the case of an Arbitration Board, the Chairman shall have the authority to render the decision with the concurrence of either of the other members, and a decision thus rendered or the decision of the single Arbitrator shall be final and binding on the Parties.
- (f) The Arbitration decision shall be governed by the terms of this Collective Agreement and shall not alter, amend or change the terms of this Collective Agreement.
- (g) Each of the Parties to this Collective Agreement shall bear the expenses of its appointee to an Arbitration Board. The fees and expenses of the Chairman or single Arbitrator shall be borne equally by the two (2) Parties to the dispute.
- (h) Any of the time limits herein contained in Arbitration proceedings may be extended if mutually agreed to in writing by the Parties.

20.07

Optional Mediation

The Parties may mutually agree to non-binding mediation:

- (a) At any step in the grievance procedure outlined in Clause 20.05, either Party may request that a Mediator be appointed to meet with the Parties, investigate and define the issues in dispute and facilitate a resolution.
- (b) The Mediator shall be appointed by mutual agreement between the Parties.
- (c) The purpose of the Mediator's involvement in the grievance process is to assist the Parties in reaching a resolution of the dispute, and anything said, proposed, generated or prepared for the purpose of trying to achieve a settlement is to be considered privileged and will not be used for any other purpose.
- (d) The expenses of the Mediator shall be equally borne by both Parties.
- (e) The grievance may be resolved by mutual agreement between the Parties.

ARTICLE 21

POSITION ABOLISHMENT

21.01

Position Abolishment occurs when the Employer eliminates a position, occupied by a permanent employee, that it does not intend to re-establish in the foreseeable future. The Employer, where reasonable, will meet with the Union prior to position abolishment.

- 21.02 For purposes of this article, the following definitions shall apply:
- (a) "similar Employees" - two (2) or more Employees performing the same or similar functions within a classification, and in the same work unit. At its discretion, and following consultation with the Union, the Employer may combine, but may not subdivide, work units for the purpose of administering this article.
 - (b) "permanent Employee" - an Employee in the permanent service who has successfully completed his probationary period;
 - (c) "work unit" - in the academic schools, the program; - in other parts of the Employer, all of the employees in any part of the Employer that is under the control of one Immediate Supervisor as defined in Article 20.
- 21.03 When a redundancy occurs in a work unit having two or more similar Employees, the Employer will notify the Employees in the work unit of the number of positions to be abolished.
- 21.04 The Employer may enter into agreement with one or more permanent Employees who volunteer their positions for abolishment. In the event that there are no volunteers, the Employer will:
- (a) Offer affected employees any vacant permanent positions at the same classification and pay level within the bargaining unit that they are qualified for.
 - (b) Offer affected employees any vacant permanent position at a lower classification and red-circled at their rate of pay at the time of the abolishment.
 - (c) If no vacancies are available, the Employee may elect to displace an occupied position pursuant to Clause 21.05 below.
- 21.05 Subject to Clause 21.04, the positions of similar Employees shall be abolished on the basis of seniority where the qualifications, experience, and the ability of the similar Employees are equal. An affected employee who is not placed pursuant to Clause 21.04, shall have the additional options as follows:
- (a) displace a less senior Employee in a position at the same classification and pay level that they are qualified for;
 - (b) displace a less senior Employee in a lower classification and pay level within the bargaining unit that they are qualified for; or
 - (c) choose to take severance as offered by the Employer in accordance with the schedule in Clause 21.12.
- 21.06 Notice
- When the position of a permanent Employee is to be abolished, the Employer shall give that Employee written notice of at least fourteen (14) calendar days.

21.07 When an entire unit is to cease operations and several positions are to be abolished, the Employer will notify the Union in advance of any notice being provided to Employees pursuant to Clause 21.06.

21.08 Attendance During Notice Period

During the period of notice of position abolishment, the Employer will allow the affected Employee a reasonable amount of time off with pay to be interviewed by prospective employers.

21.09 An Employee who is offered and who accepts a position that has a maximum salary rate less than the salary rate they were receiving on the date of notice of position abolishment shall be maintained over-range until such time as the negotiated maximum salary rate for the new position equals or surpasses the Employee's existing salary rate.

21.10 Placement in a Temporary Position

Where a permanent Employee placed in a temporary position is released on expiry of that temporary position:

- (a) the Employee shall be served notice in accordance with Clause 21.06 and shall have full rights to Clause 21.04 and 21.05, and
- (b) the Employee shall be eligible to access the Employer's courses in accordance with Article 40 Tuition for a period of twelve (12) months from the date notice of position abolishment is served, and
- (c) the Employee shall be eligible for reimbursement to a maximum of five hundred (\$500) dollars for expenses incurred for retraining, career counseling, and/or job search assistance. This assistance shall be in addition to any payment entitlement for which the Employee may be eligible under Clause 21.12, and
- (d) the Employer and the Union shall jointly explore other sources of assistance such as special federal funding for retraining and job search.

21.11 Re-employment

If an Employee is released pursuant to Clause 21.06 and is subsequently rehired by the Board, that Employee shall, as a condition of re-employment, repay to the Board the total amount (if any) by which the amount paid to him under Clause 21.12 exceeds the product of the Employee's regular rate of pay and the number of pay periods between the dates of their release and their re-employment.

Repayment Amount = Severance Pay – (Regular Rate of Pay in New Position for pay period x Pay Periods between Date of Release and Re-Employment Date)

An Employee rehired pursuant to Clause 21.11 shall be considered to have been on leave without pay and to have maintained continuity of seniority.

21.12

Severance Pay

<u>Years of Continuous Service</u>	<u>Severance Pay</u>
1	8 weeks
2	8 weeks
3	8 weeks
4	10 weeks
5	17.5 weeks
6	20 weeks
7	23 weeks
8	26 weeks
9	29 weeks
10	32 weeks
11	35 weeks
12	38 weeks
13 or more	41 weeks

ARTICLE 22

LAY-OFF AND RECALL

22.01

This article does not apply to the layoff of casual Employees.

22.02

Employees may be laid off in accordance with the provisions of this Article. Layoff is defined as a temporary separation from employment with anticipated future recall.

22.03

For purposes of this article the following definitions shall apply:

- (a) "similar Employees" – two (2) or more Employees having a common status and hours of work performing the same or similar functions within a classification, and in the same work unit. At its discretion, and following consultation with the Union, the Employer may combine, but may not subdivide, work units for the purpose of administering this article.
- (b) "permanent status" - status given to Employees occupying a permanent position.
- (c) "temporary status" - status given to Employees occupying a temporary position.
- (d) "permanent Employee" - a permanent status Employee who has successfully completed their probationary period.

- (e) "work unit" - in the academic schools, the program; - in other parts of the Employer, all of the Employees in any part of the Employer that is under the control of one Level I Designated Officer as defined in Article 20.

22.04 Except in circumstances beyond the reasonable control of the Employer, and subject to Clause 22.12, Employees shall be given not less than the following written notice of layoff or, at the discretion of the Employer, be paid at their regular rate in lieu of part or all of the required notice period:

- (a) Four (4) weeks for Employees having permanent status;
- (b) Two (2) weeks for Employees having temporary status.

Once notice of layoff has been provided, the Employer and an Employee may, in writing, agree to defer the effective date of layoff without any further notice period.

22.05 Normally, based on standard practice, among Employees performing the same or similar functions and having the same or similar hours of work in the same classification within a work unit, Casual Employees shall be released before Employees with temporary status, who shall in turn be laid off prior to the layoff of any Employees having permanent status. In determining which of similar Employees are to be laid off, the Employer shall take into account each Employee's record of service, including seniority. The application of this clause is subject to the qualifications, experience and ability of those to be retained to perform the work remaining to be done. Where the qualifications, experience and ability of those retained are relatively equal, seniority shall be the dominant factor.

22.06 Any portion of the probationary period that has not been served at the time of layoff shall be served subsequent to recall.

22.07 Subject to Clause 22.12, in determining which of similar Employees are to be recalled to positions within a classification and work unit, the order of recall of such similar Employees shall be the reverse of the order of layoff, provided the Employee recalled is qualified and able to perform the work that is available.

22.08 An Employee shall be responsible for providing the Employer with their current address for recall purposes.

22.09 Seniority is lost, all rights are forfeited, and the Employer shall not be obliged to recall an Employee:

- (a) when the Employee resigns or employment is properly terminated; or
- (b) when the Employee does not return to work on recall within three (3) work days of the stated reporting date, in accordance with notice by registered mail or receipted courier service, unless circumstances beyond their control prevent their return to work; or
- (c) upon the expiry of twelve (12) months following layoff during which time the Employee has not been recalled to work.

- 22.10 If a permanent Employee has not been recalled within twelve (12) months from the date of layoff, they shall be entitled to severance pay in the amount set out in Article 21. Severance pay shall not be paid under this Article to an Employee who resigned, retired, failed to return to work when recalled, or whose employment was terminated for just cause.
- 22.11 A permanent Employee whose position is abolished while they are on layoff is entitled to the rights and options provided in Article 21.
- 22.12 An Employee that has been given notice of layoff may give up the right to recall and accept severance as per Article 21 Position Abolishment clause 21.12.
- 22.13 The filling of a vacancy on a temporary basis for a term shorter than the notice period stated in Clause 22.04(a) shall be exempted from the provisions of this article.
- 22.14 This Article shall supersede the provisions of Clause 10.04.
- 22.15 The Employer shall develop and maintain seniority lists of Employees with temporary and permanent status, showing the Employee's name, status, and length of service. Such lists shall be provided to the Local 071 Chapter 007 Chairperson semi-annually, or more frequently where operations require.

ARTICLE 23

SICK LEAVE AND DISABILITY LEAVE IN THE WORKPLACE

- 23.01 General
The Employer, the Union and the Employee recognize the value of employees maintaining their overall wellness to ensure that they can attend work on a regular and meaningful basis. Further, the employee is responsible for providing appropriate medical documentation as required.
- 23.02 The Employer, Union and Employee are jointly committed and will work together to safely accommodate and re-integrate an employee who has suffered an illness, a disability or a work-related injury or illness accepted by the Worker's Compensation Board, in their return to full or modified or restricted work assignments (i.e. hours of work or job tasks).
- 23.03 Proof of Medical Condition
(a) The Employee may be required to provide proof of medical treatment upon return to work where reasonable doubt exists in respect to the purpose of an absence claim due to illness. An Employee shall be advised of the requirement to provide a medical certificate prior to their return to work.

- (b) The Employer may require the Employee to submit proof of attendance at a medical, dental, physiotherapy, or optical appointment when time off from work is granted to attend such appointments. Time off to attend medical, dental, physiotherapy or optical appointments requires prior authorization from the Employer and will be scheduled by the Employee in an attempt to least interfere with the Employer's operations. Time off also includes any travel time.
- 23.04 The Employee shall provide a medical certificate for any absence under Sick Leave. The medical certificate will indicate the name of the Physician, the expected duration of the illness or injury and that the illness or injury prevents the individual from performing full or modified or restricted duties. The cost of providing a medical certificate shall be borne by the Employer.
- 23.05 For Sick Leave claims greater than four (4) days, the Employer may require the staff member to have their physician submit medical evidence on the Medical Fitness For Work Certificate Form (agreed to by the Union) indicating that the Employee is disabled from full or modified or restricted duties. Expenses for the completion of this form will be paid by the Employer to limits established by the Employer.
- 23.06 An Employee who is to be absent for surgery or other similar prearranged medical attention shall provide the Employer with as much advance written notice as possible as to the expected dates of departure from work and return to work associated with such medical attention.
- 23.07 Confidentiality of Medical Information
 - (a) The confidentiality of health and medical information of employees is recognized by the Employer and the Union. Therefore, the parties who have access to this information shall ensure its confidentiality.
 - (b) The Employer and the Union also agree that medical information of an employee shall not be divulged to a third party without the consent of the employee or as otherwise required by law.
- 23.08 The Employer agrees that the storage of employee health information shall be separate from Human Resources files and that access shall be given only to persons authorized to access the information.
- 23.09 Fitness to Return to Work
 - (a) When an Employee has been on Sick Leave or disability leave and upon return to work from prolonged absences, the Employer may require them to provide medical evidence from their physician stating that they are fit to perform full or restricted or modified duties.

- (b) In accordance with Clause 23.02, the Employer, the Union and the Employee will work together within the Disability Management Process in returning Employees to modified or flexible duties as required. The parties will ensure appropriate Case Management meetings are held, documented and supported by the Employee's physician. Ongoing documentation of progress or setbacks will be maintained.

23.10 Independent Medical Examinations

In a case of prolonged absence due to frequent illness or disability where it is believed to be adversely affecting an employee's work; or when it is considered that an Employee is unable to satisfactorily perform their duties due to an illness or disability, the Employer may require that the Employee undergo an Independent Medical Examination (IME).

- 23.11 The IME physician will submit a medical report to the Employer as to the condition of the employee, the amount of time considered necessary for their complete recovery, an opinion on the employee's ability to perform the duties of their position with or without modification, treatment recommendations, and whether or not their condition can be improved through treatment. The IME Physician shall consult the Employee's physician and a copy of the medical report shall be sent to the Employee's physician.

- 23.12 Should the opinions of the treating physician and the physician performing the IME differ regarding the status of the employee's health, the dispute will be settled by a third (3rd) physician. This physician will be selected by mutual agreement of the two (2) physicians, from a list of physicians provided by the Employer and the Union.

The cost of the IME shall be borne by the Employer. If travel is required reimbursement shall follow the Travel and Related Expenses Policy.

23.13 Casual Illness

"Casual Illness" means a health-related absence which causes an Employee to be absent from duty for a period of three (3) consecutive work days or less. The Parties agree that Casual Illness benefits as provided in this collective agreement are intended only for the purpose of protecting an Employee from loss of income when the Employee is ill or disabled.

- 23.14 If an Employee is ill at work or requires time off for the purposes of attending a dental, physiotherapy, optical or medical appointment, provided he has been given prior authorization by the Employer and he works one (1) hour in a half (½) day that he is absent for those purposes, such absence shall neither be charged against their casual illness entitlement, nor shall a deduction in pay be made for the time lost in the half (½) day in which he became ill or attended the appointment. For purposes of this Article a half (½) day is that period between the start of the scheduled work period and the start of the lunch break or between the end of the lunch break and the end of the scheduled work period.

23.15 An Employee in their first and in each subsequent years of employment shall be eligible for a maximum of ten (10) workdays of casual illness leave with pay, carry-over of unused days is not permitted. Each day or portion of a day of casual illness leave with pay used within a year of service shall be deducted from the remaining casual leave entitlement for that year of service.

23.16 Sick Leave

"Sick Leave" means a health-related absence which causes an Employee to be absent from duty for a period of more than three (3) consecutive work days but shall not exceed eighty (80) consecutive work days. Sick Leave shall be in addition to any Casual Illness Leave entitlements specified in this collective agreement. The Parties agree that Sick Leave benefits as provided in this collective agreement are intended only for the purpose of protecting an Employee from loss of income when the Employee is ill or disabled.

- 23.17 (a) For purposes of this article, "employment" includes all categories of employment, provided that there is no break in Employer service.
- (b) An Employee at the commencement of each calendar year of employment shall be entitled to Sick Leave at the specified rates of pay in accordance with the following schedule, and the application of such Sick Leave shall be as set out in accordance with this collective agreement:

Completed calendar years of service	Sick Leave at 100% normal salary	Sick Leave at 70% normal salary
1 st month	0 days	70 days
Less than 1 year	10 days	70 days
1 year	15 days	65 days
2 years	25 days	55 days
3 years	35 days	45 days
4 years	45 days	35 days
5 years	60 days	20 days

- 23.18 (a) An Employee who is on general illness or Long-Term Disability leave at the beginning of a calendar year shall be granted Sick Leave credits in accordance with Clause 23.17 on their return to full, restricted or modified duties. If however, the Employee takes illness leave for the same or a related illness during the period of restricted or modified duties or during the first thirty (30) consecutive work days following their return to full duties, this credit will be removed and the illness leave will be considered a continuation of the original Sick Leave. Clause 23.17 (b) will be re-applied on any subsequent return to full, restricted or modified duties. All other or non-related illnesses are at the rates specified in Clause 23.18 (b).

(b) Unless he is entitled to benefit under Clause 23.18 (a), an Employee who returns from a period of Sick Leave or long-term disability leave shall have added to their Sick Leave credits sufficient days at seventy percent (70%) of normal salary to restore their combined fully-paid and partly-paid Sick Leave entitlement to eighty (80) days. This additional entitlement will be removed if the Employee takes Sick Leave for the same or a related illness during the first thirty (30) consecutive workdays following the date of return to full duties.

23.19 For purposes of this Article, the maximum period of continuous absence recognized shall be eighty (80) consecutive workdays. Absences due to illness or disability in excess of that period shall be subject to Article 24 - Long Term Disability Insurance. After sixty (60) days of Sick Leave, if the Employee has not returned to work, the Employer will forward to the Employee the necessary documents required to apply for benefits under Article 24 - Long Term Disability Insurance.

23.20 An Employee is not eligible to receive sick leave benefits under this Article if the absence is due to any injury while in the employ of any other Employer that qualifies for Workers' Compensation Benefits, nor are they eligible for any sick leave benefits for any subsequent absence caused by that injury.

23.21 When a day designated as a Paid Holiday under Article 27 falls within a period of Sick Leave it shall be counted as a day of Sick Leave and under no circumstance shall an Employee receive any additional entitlement in respect of that day.

23.22 This Article is subject to Article 12.

ARTICLE 24

LONG TERM DISABILITY (LTD)

24.01 The eligibility of an Employee to participate in the Employer's Long-Term Disability (LTD) Plan is subject to Article 3 and all eligible Employees shall be covered in accordance with the provisions of the Plan.

24.02 The Employer agrees to pay one hundred (100%) percent of the cost of providing Long Term Disability benefits to all eligible Employees covered under the Plan.

24.03 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 eighty (80) consecutive workdays, 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 qualifies the claimant for benefits within the interpretation of the provisions of the Plan shall be made by the third-party claims adjudicator.

- 24.04 Long Term Disability benefits payable under the provisions of the LTD Plan will entitle an Employee with a qualifying disability, to a total income, from sources specified under Clause 24.05, of not less than seventy (70%) percent of the salary they received or were entitled to receive as a Northwestern Polytechnic - Fairview Campus Employee at the commencement of the LTD benefits pursuant to Clause 24.03, up to a maximum benefit of seven thousand (\$7,000) dollars per month effective April 1, 2009.
- 24.05 The LTD benefit amount to which an Employee is entitled, shall be reduced by:
- (a) the amount of disability benefit entitlement, excluding children's benefits, under the Canada Pension Plan;
 - (b) the amount of Workers' Compensation entitlement;
 - (c) the amount of benefits payable from any other group disability plan(s) sponsored by the Employer.
- 24.06
- (a) If an Employee, after qualifying for LTD benefits, returns to work or enters a recognized training program and the resulting income is less than the salary in effect immediately prior to the commencement of absence pursuant to Clause 24.03 (pre-disability salary), the Employee shall have the LTD benefit payable by the Plan reduced by fifty (50%) percent of the income received, provided that the combination of reduced LTD benefit and income does not exceed the pre-disability salary.
 - (b) Where the combination of reduced LTD benefits and income received pursuant to Clause 24.06(a) is a higher amount than the pre-disability salary, the LTD benefits shall be reduced further so that LTD benefits and income received equal one hundred (100%) percent of the pre-disability salary.
- 24.07 An Employee who receives LTD benefits and who at the commencement of absence due to disability or illness, is participating in the Alberta Health Care Insurance Plan, the Employer Group Extended Medical Benefits Plan, and the Employer Group Life Insurance Plan, shall continue to be covered under these Plans throughout the total period the Employee is receiving LTD benefits and the Employer and Employee premium contributions, if applicable, shall continue.
- 24.08 The LTD benefits applicable to Employees covered by this Agreement shall not be altered except through negotiation by the Parties to this Agreement.
- 24.09 During the period that an Employee is receiving benefits under the LTD Plan, the Employer shall continue to remit to the Local Authorities Pension Plan the Employee and Employer contributions required on the Employee's normal salary.
- 24.10 If, while receiving benefits under the LTD plan, the Employee is also receiving partial or full salary from Northwestern Polytechnic - Fairview Campus, the Employer will make pension deductions from such salary at the normal rate and shall supplement the amount so deducted to satisfy the requirements of Clause 24.09.

ARTICLE 25

HEALTH AND DENTAL PLANS

25.01 Alberta Health Care

Subject to Article 3, the Employer shall share the premium cost of the Group Alberta Health Care Insurance Plan for all participating Employees as follows:

- (a) one-half (½) the cost of the family premium where the Employee and their family are covered under the Plan; or
- (b) one-half (½) the cost of the single premium where only the Employee is covered under the Plan.

Effective January 1, 2009, the Government of Alberta discontinued premiums for the Alberta Health Care Plan. Should the Government reinstate premium during the term of this agreement, Clause 25.01 shall apply.

25.02 Extended Health Plan

Subject to Article 3, the Employer shall share the premium cost of the Alberta Blue Cross Extended Medical Benefits Plan, or a comparable plan, for participating Employees on the same basis as set out in Clauses 25.01 (a) and 25.01 (b).

25.03 An Employee on approved Employer business outside Canada who becomes ill and requires medical attention and/or hospitalization shall be reimbursed, upon production of receipts, for such charges that are in excess of those allowed by the Alberta Health Care Insurance Plan and the Group Extended Medical Benefits Plan.

25.04 Base Dental Plan

The Employer will pay the premium cost for a Dental Plan, for participating Employees, which has the following provisions:

- eighty (80%) percent of basic services;
- fifty (50%) percent of major services;
- the annual maximum reimbursement for basic and major services combined is two thousand (\$2,000) dollars per participant;
- fifty (50%) percent of orthodontic services up to a maximum of two thousand (\$2,000) dollars per participant per lifetime.

Rules, eligibility and benefit entitlements are available on the Human Resources website and subject to the provisions of the plan document.

25.05 Optional Dental Plan

In addition to the Base Dental Plan, employees are eligible to participate in the Optional Dental Plan which extends the benefits of the Base Plan. The Optional Dental Plan is totally funded by the Employee. Current employees must apply within ninety (90) days of the ratification of the collective agreement. New employees must apply within thirty (30) days of becoming eligible for the Base Plan. Rules, eligibility and benefit entitlements are available on the Human Resources website and subject to the provisions of the plan document.

25.06 Flexible Spending Account

A Flexible Spending Account will be implemented by the Employer. The Flexible Spending Account (FSA), as follows:

Eligibility

- (a) A FSA shall be implemented for all employees eligible for benefits in accordance with (Article 25 Health and Dental Plans)
- (b) An Employee who is employed in more than one (1) position with the Employer will receive one (1) FSA based upon the combined total of their fulltime equivalencies (FTE's).

Calculation

The FSA will be calculated as follows:

- (a) Seven hundred and fifty dollars (\$750) to be allocated to each eligible Full-time Employee and pro-rated for each eligible Part-time Employee based on their FTE as of September 1 of each year.

Utilization

The FSA may be used in accordance with the Alberta Blue Cross Health and Wellness Spending Account, Allowable Expenses Guidelines. These guidelines are found on the Alberta Blue Cross website.

Allocation

- (a) December 1 - 15 of each year, employees who are eligible for the FSA will make an allocation for utilization of their FSA for the subsequent calendar year.
- (b) Any unused allocation in an employee's FSA as of June 30 of each calendar year may be carried forward for a maximum of one (1) calendar year.
- (c) Employees who are laid off after July 1 in the year in which the funds are available, shall maintain access to the fund for the balance of that calendar year while on layoff.
- (d) Reimbursement will be provided by the Provider upon submission of an original receipt.

Implementation

- (a) Where the Employer is the administrator of the account, it shall determine the terms and conditions governing the FSA. A copy of these terms and conditions shall be provided to the Union.

- (b) Where the Employer chooses to contract with an insurer for the administration of the FSA, the administration of the Account shall be subject to and governed by the terms and conditions of the applicable contract. A copy of this contract shall be provided to the Union.
- (c) The FSA shall be implemented and administered in accordance with the *Income Tax Act* and applicable Regulations in effect at the time of implementation and during the course of operation of the FSA.

An Employee who terminates employment voluntarily and who within the same calendar year of termination recommences employment with the Employer shall have their FSA reinstated.

25.07 All other rules/regulations will be in accordance with current tax legislation. Details are posted on the Human Resources website.

ARTICLE 26

INSURANCE

26.01 The eligibility for entitlement to benefits under these plans is governed by Article 3 of this Agreement and the plan documents which contain all governing terms of the plans.

26.02 Basic Group Life

Subject to the provisions of the plan document, each Employee shall elect to be covered for either one (1 x) or two and one half (2½ x) times their annual salary. The Employer shall pay the total premium cost of the first twenty-five thousand (\$25,000) dollars of insurance (or of the amount of insurance, if less than twenty-five thousand (\$25,000) dollars). The premium cost of any insurance in excess of twenty-five thousand (\$25,000) dollars shall be borne by the Employee.

26.03 Optional Life Insurance

Subject to the provisions of the plan document, each Employee may choose one (1 x) or two (2 x) their basic annual salary provided that they have selected two and one half (2½ x) basic life insurance coverage. The Employee will pay the full premiums based on the rates established by the benefit carrier. New employees must apply within thirty (30) days of becoming eligible for the Base Plan. Rules, eligibility and benefit entitlements are available on the Human Resources website and subject to the provisions of the plan document.

26.04 Accidental Death and Dismemberment (AD&D)

The Employer shall maintain and shall bear the full cost of the accidental death and dismemberment insurance policy, the principal value of which shall be equal to that of the basic group life insurance coverage of each Employee.

26.05 Optional Accidental Death and Dismemberment (AD&D)

Subject to the provisions of the plan document, each Employee may enroll in the Optional AD&D plan. The insurance is offered in Units of ten thousand (\$10,000) dollars to a maximum of two hundred and fifty thousand (\$250,000) dollars (twenty-five (25) units). The Employee pays the full cost based on the rates established by the benefit carrier. New employees must apply within thirty (30) days of becoming eligible for the Base Plan. Rules, eligibility and benefit entitlements are available on the Human Resources website and subject to the provisions of the plan document.

26.06 Business Travel Accident

The Employer shall maintain and bear the full cost of a business travel accident insurance policy, the principal value of which shall be equal to four (4) times each Employee's annual salary, to a maximum value of one hundred thousand (\$100,000) dollars.

26.07 Dependent Life

Each unit provides life insurance coverage in the amount of five thousand (\$5,000) dollars on the Employee's spouse and two thousand (\$2,000) dollars on each of the Employee's dependent children. Subject to the provisions of the plan document, each Employee may choose to participate in this insurance plan, and may choose up to five (5) units of coverage. The full cost of participation shall be borne by the Employee.

For the purposes of dependent life insurance, a dependent is:

- (a) a spouse, either the person to whom the Employee is legally married, or a partner who has cohabited with the Employee for a continuous period, up to the date of this coverage, of not less than twelve (12) consecutive months and who has been publicly represented as the Employee's spouse and who is not a blood relative of the Employee, or
- (b) an unmarried child of the Employee and/or the Employee's spouse, including any step-child, who is:
 - (i) under twenty-one (21) years of age, or
 - (ii) twenty-one (21) or over but less than twenty-five (25) and is a registered student in full-time attendance in the public School system or at a University or similar Institute of learning, or
 - (iii) of any age and incapable of self-sustaining employment by reason of mental disability or physical handicap, and in all cases is wholly or substantially dependent on the participant for financial support and maintenance.

26.08 General Liability

The Employer provides general liability insurance coverage for all Employees covered by this Agreement while engaged in the scope of their regular work duties.

ARTICLE 27

PAID HOLIDAYS

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

- | | | |
|-----|--------------|------------------------------------|
| (a) | Family Day | August Civic Holiday (One (1) day) |
| | Good Friday | Labour Day |
| | Victoria Day | Thanksgiving Day |
| | Canada Day | Remembrance Day |
- (b) Employees employed in continuous operations shall be compensated pursuant to Clause 27.06 for working on the following Paid Holidays on the dates listed:
- Canada Day - July 1
- Remembrance Day - November 11

All other Paid Holidays shall be observed on the day designated by Regulations Governing Paid Holidays. (*Alberta Employment Standards Code* and Federal Legislation)

27.02 When a day designated as a holiday under Clause 27.01 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.

27.03 When a day designated as a holiday under Clause 27.01 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 day observed as the holiday.

27.04 Notwithstanding Clauses 27.02 and 27.03, an Employee employed in a continuous operation whose regular day off falls on an observed holiday shall receive another day off in lieu at their regular rate.

27.05 When an Employee works on one (1) of the holidays listed in Clause 27.01, or on December 25 or 26 or on January 1, the Employee shall receive either:

- (a) their regular salary plus time and one half (1½ x) for all hours worked up to the equivalent of full normal daily hours and double time (2 x) for additional hours worked thereafter; or
- (b) in lieu of their regular salary, time and one half (1½ x) for all hours worked up to the equivalent of full normal daily hours and double time (2 x) for additional hours worked thereafter, plus a day off in lieu with pay.

- 27.06 When a day off in lieu is granted under Clause 27.05 (b) Employees not employed in continuous operations shall have the day off scheduled at a time mutually agreeable to the Employee and Employer within the next three (3) months or paid out in cash at the expiration of the three (3) months. Employees employed in continuous operations shall have the opportunity to elect to have the alternate day off scheduled in conjunction with their regularly scheduled days of rest, or, subject to Clause 27.07, to take these days in conjunction with their next annual vacation and administered in accordance with Clause 28.07. Once scheduled, the alternate days off shall not be rescheduled except by mutual agreement of the Employee and the Employer.
- 27.07 Where an Employee employed in continuous operations exercises an election under Clause 27.06, they shall advise the Employer of their choice of election for the following year, not later than December 31st, except that a new Employee shall make this election prior to the first holiday for which they are eligible.
- 27.08 Requests for leave without pay on religious holidays will be considered, provided adequate notice of the request is given.
- 27.09 When an Employee is called back to work on a paid holiday, they shall be compensated in accordance with the provisions of Article 16 and Clause 27.05 does not apply.
- 27.10 Authorized travel on Employer business on a paid holiday shall be considered working hours and shall be compensated in accordance with Clause 27.05 (a).
- 27.11 Subject to operational requirements, Employees shall be granted a period of at least eleven (11) consecutive calendar days including December 24th and January 1st as Christmas Leave without loss of regular salary. An Employee required to work on December 25 or 26 or on January 1 shall be compensated in accordance with Clause 27.05. An Employee required to work on any other day in the Christmas Leave period shall receive
- (a) their regular salary plus straight time for all hours worked up to the equivalent of full, normal daily hours, time and one-half (1½ x) for the next two (2) hours, and double time (2 x) for additional hours worked thereafter, or
 - (b) in lieu of their regular salary, straight time for all hours worked up to the equivalent of full normal daily hours, time and one-half (1½ x) for the next two (2) hours, and double time (2 x) for additional hours worked thereafter, plus a day off in lieu with pay.

ARTICLE 28

ANNUAL VACATION LEAVE

28.01 Vacation Entitlement

Salaried Employees (permanent and temporary) earn vacation leave credit according to the schedule below in direct proportion to the Employee's basic pay. For the purpose of this Article, pay for approved absences generated by Articles 9, 23, 27, 28, 29, 31 and 35 shall be included in calculating the Employee's "basic pay". Basic pay shall not include payments for overtime, shift differential and weekend premium. Employees do not earn vacation leave credit for periods in which they are on Employee Funded Leave of Absence.

<u>Length of Service (At Start Of Period)</u>	<u>Leave Earned</u>
Less than five (5) years	15 days per year
Five but less than ten (10) years	20 days per year
Ten but less than twenty-four (24) years	25 days per year
Twenty-four (24) or more years	30 days per year

28.02 Timing and Approval of Leave

Subject to managerial approval, vacation leave may be used at any time, up to the limit of current credits. Once vacation leave is authorized, it shall not be changed, other than in case of emergency, except by mutual agreement. Normally, the taking of vacation leave in single days will be limited to five (5) single days per calendar year.

28.03 An Employee shall not take vacation leave without prior authorization from the Employer.

28.04 Subject to operational requirements, the Employer will make every reasonable effort to grant each eligible Employee, on application, at least two (2) consecutive weeks of vacation in each year.

28.05 The normal approval authority for vacation leave is the immediate supervisor. If any written request for vacation leave is refused, the approval authority shall within five (5) working days

- (a) provide the Employee a written refusal, stating the reasons, and
- (b) forward a copy of the request and the refusal to the next superior manager.

28.06 Accumulation of Leave Credits

Except as provided in this paragraph, vacation leave credits may be accumulated from period to period. If an Employee accumulates forty (40) days of unused vacation leave credit, the Employer may require that Employee to make acceptable arrangements, within thirty (30) days, to use at least ten (10) days of vacation leave. If these arrangements are not made within thirty (30) days of notification of this requirement, the Employer may assign and the Employee may not refuse to take ten (10) days of vacation leave.

28.07 Pay In Lieu

Pay in lieu of vacation may be paid as follows:

- (a) On termination, an employee shall be paid cash in lieu of vacation for all outstanding credits;
- (b) In exceptional circumstances and with mutual agreement, for all or partial outstanding credits.

28.08 Combining Different Types of Leave

Where an Employee is allowed to take any leave of absence other than sick leave or maternity leave in conjunction with a period of vacation leave, the vacation leave shall precede the other leave. Maternity leave shall be taken in one (1) block and may precede or follow vacation leave.

28.09 Notwithstanding Clause 28.03 above, an Employee being laid off may choose to use any outstanding vacation leave credit in lieu of part or all of the layoff period, provided such choice is communicated in writing to the manager before the scheduled layoff date.

28.10 When a day designated as a Paid Holiday under Article 27 falls within a period of vacation leave, it shall be counted as a holiday and not as a day of vacation leave.

ARTICLE 29

SPECIAL LEAVE

29.01 An Employee, not on leave of absence, shall be granted, upon application, special leave at their basic rate of pay. The circumstances under which special leave is granted, subject to Clause 29.02, and the corresponding maximum number of work days are as follows:

- (a) illness within the immediate family - three (3) days;
- (b) bereavement - four (4) days;
- (c) travel time for illness within the immediate family or bereavement - three (3) days;
- (d) administration of estate - two (2) days;
- (e) moving household effects - one (1) day;

- (f) disaster conditions - two (2) days;
- (g) write examination(s) for course(s) approved by the Employer - as required;
- (h) attend funerals as pall-bearer or mourner - one (1) day;
- (i) be present at birth or adoption proceedings of an Employee's child - one (1) day;
- (j) attend formal hearing to become Canadian Citizen - one (1) day.

29.02 An Employee on annual vacation leave shall be granted, upon application, special leave at their basic rate of pay as outlined below. The circumstances under which this special leave is granted, subject to Clause 29.03, and the corresponding maximum number of work days are as follows:

- (a) serious illness or injury necessitating emergency treatment or hospitalization of a member of the immediate family – three (3) days;
- (b) bereavement – four (4) days;
- (c) travel time to proceed to and from the site of the emergency situation (bereavement or illness) – three (3) days;
- (d) disaster conditions – two (2) days.

29.03 For purposes of determining eligibility for special leave under Clauses 29.01 and 29.02, the following provisions shall apply:

- (a) illness within the immediate family - leave of absence shall be granted for the purpose of providing for the care of the person that is ill or for the care of the children. Immediate family shall mean: spouse (including common-law spouse), son, daughter, mother or father;
- (b) bereavement - leave of absence shall be granted in the event of the death of the Employee's spouse (including common-law spouse), or any of the following relations of an Employee or spouse (including common-law spouse): parent, guardian, grandparent, grandchild, son, daughter, brother, sister, or the husband or wife of any of them;
- (c) travel time for illness within the immediate family or for bereavement shall mean for travel where long distances or travel from isolated areas are involved;
- (d) administration of estate shall apply only when an Employee has been designated as an executor of the estate for the deceased;
- (e) moving of household effects shall apply once in a calendar year to an Employee who maintains a self-contained household and who changes their place of residence which necessitates the moving of their household effects during their normal working hours. In the event an Employee's normal place of employment is moved outside the municipal area, the normal moving allowance shall apply;

- (f) disaster conditions shall apply for a critical condition which requires an Employee's personal attention in a disaster (flood, fire) which cannot be served by others or attended to by the Employee at a time when they are normally off duty;
- (g) mourner - leave of absence will be granted where operational requirements permit subject to the approval of the Employer.

29.04 The maximum leave specified for each circumstance requiring use of special leave shall not be exceeded; however, special leave other than for moving household effects may be granted more than once for the same circumstances within a calendar year, provided the total special leave granted does not exceed ten (10) working days per calendar year, unless additional special leave is approved by the Employer.

29.05 Two weeks' notice may be required for leave requested in Clause 29.01 (d), (e), (g) and (j).

29.06 Full time employees will be entitled to one (1) Wellness day during each calendar year. Part-time employees will have their Day prorated to FTE. The day will be taken at a time mutually agreed to with the immediate supervisor. Days not taken will be forfeited and not paid out.

One (1) day will be allocated for each year of the Agreement, implementation on July 1, 2017. Employees will have until July 1, 2020 to utilize these days. Unused days will be forfeited and not paid out.

ARTICLE 30

MATERNITY AND PARENTAL LEAVE

30.01 Maternity Leave

A pregnant Employee is entitled to maternity leave without pay provided:

- (a) the period of maternity leave does not exceed sixteen (16) weeks, and
- (b) they have completed ninety (90) days of continuous service with the Employer at the time they commence their leave.

30.02 The Employee shall:

- (a) give at least six (6) weeks written notice of the date they will start the proposed leave, and
- (b) start the leave any time during the thirteen (13) weeks immediately before the estimated date of delivery, and
- (c) take a period of leave at least six (6) weeks immediately following the date of delivery.

30.03 The maternity leave shall commence on the earlier of the date:

- (a) specified by the Employee as per Clause 30.02 (b), or

- (b) determined by a physician, if during the twelve (12) weeks immediately before the estimated date of delivery, the Employee is unable to perform any duties at Northwestern Polytechnic - Fairview Campus due to the complications of pregnancy, or
- (c) birth of the child.

30.04 An Employee who has completed ninety (90) days of continuous service and resigns for maternity reasons and who is re-employed in any capacity within six (6) months from the date of their resignation shall be considered to have been on leave without pay. All previous full-time continuous service with the Employer shall be recognized when calculating the rate at which vacation leave credits are accrued.

30.05 Parental Leave

Subject to Clauses 30.06 and 30.07, the Employer shall grant Parental Leave to an Employee as follows:

- (a) in the case of an Employee who is entitled to maternity leave under Clause 30.01, a period of not more than sixty-two (62) consecutive weeks immediately after the last day of their maternity leave;
- (b) in the case of a parent who has been employed by the Employer for at least ninety (90) consecutive days, a period of not more than sixty-two (62) consecutive weeks within seventy eight (78) weeks after the child's birth;
- (c) in the case of an adoptive parent who has been employed by the Employer for at least ninety (90) consecutive days, a period of not more sixty-two (62) consecutive weeks within seventy eight (78) weeks after the child is placed with the adoptive parent for the purpose of adoption.

30.06 An Employee shall give at least six (6) weeks written notice of the date the parental leave will start.

30.07 If the Employer employs both parents of one (1) child, the sixty-two (62) weeks of parental leave may be taken wholly by one of them or may be shared by them. The Employer is not required to, but may at its discretion, grant parental leave to both parents at the same time.

30.08 Return To Work

An Employee granted maternity leave or parental leave shall be returned to the position occupied when the leave started, or be provided with alternate work of a comparable nature at not less than the earnings and benefits that had accrued to the Employee when the leave started.

30.09 An Employee shall give at least four (4) weeks written notice of the date on which that Employee intends to return to work, and in any event at least four (4) weeks before the earlier of

- (a) the end of the leave period to which the Employee is entitled, or

- (b) the date that the Employee has specified as the end of the leave period.
- 30.10 An Employee is not entitled to resume working until the date specified in the written notice described in Clause 30.09.
- 30.11 An Employee shall return to work on the date specified in the written notice given under Clause 30.09. An Employee who fails to return to work on that date is not entitled to return to work subsequently.
- 30.12 An Employee who fails to provide written notice as required under Clause 30.09 is not entitled to resume work.
- 30.13 General
On request by her supervisor, a pregnant Employee shall provide the Employer with a medical certificate certifying that they are pregnant and giving the estimated date of delivery.
- 30.14 An Employee who does not wish to resume employment after maternity or parental leave shall give the Employer at least four (4) weeks written notice of intention to terminate employment.
- 30.15 If unforeseeable or unpreventable circumstances prevent compliance with the requirements of this section, the Employee shall so notify the supervisor at the earliest opportunity.
- 30.16 An Employee may apply for, and the Employer may approve, parental leave in excess of sixty two (62) weeks to facilitate return to work at a mutually-convenient stage of the work cycle.
- 30.17 An Employee who at the commencement of Maternity or Parental Leave is participating in the Alberta Health Care Insurance Plan, the Group Extended Medical Benefits Plan, the Group Dental Plan and the Group Life Insurance Plan shall continue to be covered under these Plans throughout the total period the Employee is on that Leave. During the period of eligibility for Supplemental Employment Insurance Benefit, Employer and Employee premium contributions, if applicable, shall continue. During the remainder of the Employee's leave, they may continue to be covered on the same basis as any other Employee on a period of unpaid leave.
- 30.18 Notwithstanding any other provisions of this Article, a pregnant Employee may qualify for a Supplemental Employment Insurance Benefit covering the period they have provided medical evidence from their physician which satisfies the Employer they are unable to do their job. An Employee must apply for, and when approved, submit to the Employer, proof of receipt of Employment Insurance maternity benefits, in order to be paid the Supplemental Employment Insurance Benefit payments. Leave then taken under this Supplemental Plan shall be considered to form part of the sixteen (16) weeks maternity leave without pay for the purposes of Clause 30.01. An Employee who is eligible for Supplemental Employment Insurance Benefit plan shall not be eligible for illness leave benefits under Article 23.

- 30.19 A pregnant Employee who presents medical evidence from their physician which satisfies the Employer that continued employment in the Employee's present position may be hazardous to themselves or their unborn child, may request a transfer to a more suitable position if one is available.

ARTICLE 31

COURT LEAVE

- 31.01 When an Employee is summoned or subpoenaed as a witness or a defendant to appear in court in their official capacity to give evidence or to produce Institute records, they shall be allowed leave with pay, but any witness fee received by him shall be paid to the Employer.
- 31.02 When an Employee is summoned or subpoenaed as a witness in their private capacity or as a juror or in the selection of a jury:
- (a) at a location within the Province of Alberta, they shall be allowed leave with pay, but any witness fee or jury duty fee received by the Employee shall be paid to the Employer;
 - (b) at a location outside the Province of Alberta, they may be allowed leave with pay if authorized by the Employer, but any witness fee or jury duty fee receivable by the Employee shall be paid to the Employer.

ARTICLE 32

LEAVE WITHOUT PAY

- 32.01 Where operational requirements permit and the approval of the Employer has been obtained, leave without pay shall be granted to an Employee. Request for such leave must normally be submitted at least two (2) weeks in advance of the anticipated date of commencement of such leave, before such request can be considered.
- 32.02 Where the Union requests that an Employee be seconded to the Union for a specified period of time it shall fall within the intent and purpose of Clause 32.01. Such leave may have an initial term of up to six (6) months, and may be extended for a maximum of a further six (6) months.
- 32.03 An Employee who proceeds on leave without pay in accordance with this Article shall, on completion of the leave without pay, be returned to their former position or appointed to a comparable position.
- 32.04 Employees on leave without pay may continue their participation in benefit plans, subject to specific plan requirements, and shall prepay the full amount of any premiums required.

32.05 Compassionate Care

The Employer recognizes the potential need for employees to care for a gravely ill or dying family member. An Employee may request compassionate leave under the Employment Insurance Compassionate Care Benefits program. An Employee who has been granted leave under this clause may apply for a continuation of the leave if required.

32.06 Public Affairs

The Employer recognizes the right of an Employee to participate in public affairs. An Employee who accepts nomination for federal, provincial, or municipal office shall notify the Employer forthwith and shall be granted leave without pay from the date of their nomination or the date of issue of the election writ (whichever is later) until the election results are official. An Employee may request that the President waive all or part of this leave requirement. Such request shall not be unreasonably denied.

32.07 An Employee elected to federal or provincial office shall notify the Employer forthwith and shall either:

- (a) resign their position, or
- (b) accept leave without pay for the duration of their term of office.

An Employee who has held federal or provincial office for three (3) years or more and who is re-elected to federal or provincial office shall forthwith resign their position.

32.08 An Employee elected to municipal office shall notify the Employer forthwith and may, at the discretion of the President, be required to accept:

- (a) leave without pay for the duration of their term of office, or
- (b) occasional leave without pay to avoid conflicting responsibilities, or
- (c) a reduced workload with a corresponding reduction in salary.

32.09 Military Leave

The Employer shall grant military leave without pay to an Employee for service in the Canadian Forces in accordance with the requirements of the *Employment Standards Code*.

Clause 32.04 shall not apply to the individual employee except that family coverage may continue during the leave.

ARTICLE 33

SAFETY AND HEALTH

33.01 The Employer and the Union agree to participate in the Northwestern Polytechnic - Fairview Campus Occupational Health and Safety Program and are subject to Provincial Legislation.

- 33.02 The Employer, the Employees and the Union will cooperate to the fullest extent in the matter of occupational health, safety, security and accident prevention. The success of the occupational health and safety program depends on the active participation of everyone.
- 33.03 The Employer supports the concept of having a Joint Work-Site Health and Safety Committee. The Union may appoint a maximum of three (3) members to this Committee.
- 33.04 Where additional health and safety committees are formed, the Employer will ensure appropriate representation of AUPE members.
- 33.05 Each Employee and each Supervisor shall take reasonable care for the protection of public and Employee health and safety in the operation of the equipment and the storage or handling of materials and substances, as required by Provincial Legislation.
- 33.06 An Employee shall immediately notify their Supervisor when he has an accident at a work site that results in injury or that had the potential of causing serious injury. An Employee who becomes aware of a health and safety concern at their work site shall immediately notify their Supervisor.
- 33.07 The Employer or their designate, shall notify the Chairperson of the Local or their designate immediately that they are made aware of the occurrence of a serious injury or an accident that had the potential of causing serious injury to an Employee at a work site.
- 33.08 The Employer will provide first aid services in accordance with the requirements of Provincial Legislation.
- 33.09 The Employer will provide all Employees with specific information regarding the composition, role, and means of accessing the Joint Worksite Health and Safety Committee.
- 33.10 If any concerns arise with respect to the safety program or the operation of this Article, the matter shall be referred to the Joint Work-Site Health and Safety Committee for resolution.
- 33.11 No Employee shall be discharged, penalized or disciplined for refusing to perform any work or operate any equipment which the Employee has reasonable and probable grounds to believe presents an imminent danger to the health and safety of any Employee, or member of the public. Imminent danger is defined as a danger that is not normal for the Employee's occupation, or a danger under which the Employee engaged in their occupation would not normally carry out their work.

ARTICLE 34

EMPLOYEE-MANAGEMENT ADVISORY COMMITTEE

- 34.01 The Parties agree to establish a joint Employee-Management Advisory Committee to discuss matters of mutual interest. The Committee shall be composed of representatives appointed by the Employer, and up to three (3) representatives appointed by the Chapter.
- 34.02 The Parties may each appoint alternates to serve in the event of absence of a representative.
- 34.03 The Parties shall each appoint a co-chairperson.
- 34.04 The Committee shall meet as often as deemed necessary on the joint call of the co-chairpersons.
- 34.05 The Committee may, subject to the terms of the Collective Agreement, make recommendations to the Union, the Chapter and the Employer.
- 34.06 The Employer shall grant time off without loss of regular salary for the purpose of attending meetings of the Committee.

ARTICLE 35

EMPLOYMENT INSURANCE PREMIUM REDUCTION OR REBATE

- 35.01 The Employer shall retain the full amount of any premium reduction or rebate allowable on employment insurance which is granted as a result of the Sick Leave benefits covering Employees to which this Agreement applies.
- 35.02 The premium reduction or rebate referred to in Clause 35.01 shall be recognized as part of the Employee's contribution towards the Sick Leave benefits provided
- 35.03 The Employer will inform the Chairperson, in writing, annually of the amount of the premium reduction or rebate granted by Human Resources and Skills Development Canada (HRSDC).

ARTICLE 36

WORKERS' COMPENSATION SUPPLEMENT

- 36.01 Workers' Compensation Board coverage will be provided by the Employer for an Employee.
- 36.02 If an Employee sustains an injury in the course of their duties with the Employer which causes them to be absent from work and as a result is eligible to receive Workers' Compensation, they shall be paid their regular full salary during the period they are required to remain off work up to eighty (80) consecutive work days.

- 36.03 If the Employee has not returned to work due to injury before the eighty (80) day period has expired, they 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.
- 36.04 The eligibility period specified in Clause 36.02 shall not apply in the event of a re-occurrence of a disability due to a previously claimed injury, payable under this Supplement, unless the Employee has not used the total eligibility period in which case the unexpended period of eligibility may be applied.
- 36.05 When a day designated as a paid holiday under Article 27 falls within a period of time an Employee is eligible to receive Workers' Compensation Supplement, it shall be counted as a day of Workers' Compensation Supplement, and under no circumstances shall an Employee receive any additional entitlement in respect of that day.
- 36.06 An Employee who is injured on the job during working hours and who is required to leave the job site for treatment, or is sent home as a result of such accident or injury, shall not suffer loss of pay for that day's work, regardless of the time of injury. That day shall not be deducted from the eligibility period specified in Clause 36.02.
- 36.07 The Parties agree that the Workers' Compensation Supplement is intended only for the purpose of protecting an Employee from loss of income while they are unable to work because of injury.

ARTICLE 37

AMENDMENTS TO TERMS OF EMPLOYMENT

- 37.01 Classification Plan and Pay Plan
Position descriptions will be prepared by Human Resources. Prior to finalizing a position description, Human Resources will meet with the Employee and Supervisor to discuss the draft.
- 37.02 When an Employee's position is reclassified to a position with a higher maximum salary, the Employee's salary shall be the greater of:
- (a) Increment 1 of the new position level, or
 - (b) The nearest increment on the new position level which is higher than the Employee's current annual salary.
- 37.03 When an Employee's position is reclassified to a position with a lower maximum salary, the Employee's salary shall not be lowered, but will be red-circled. Red-circling is defined as freezing the Employee's salary until the maximum salary of the new classification level meets or exceeds the employee's salary.

- 37.04 The Employer may alter the classification system and/or establish new classifications, in consultation with the Employee-Management Advisory Committee. The Employer will notify the Union, in writing of any new classification.

ARTICLE 38

TRAVEL AND SUBSISTENCE

- 38.01 Employees who incur travel and subsistence expenses in the performance of authorized Employer business shall be reimbursed for those expenses in accordance with current Employer policy and rates.
- 38.02 Reimbursement shall be paid through direct deposit into the account designated in Clause 42.02.

ARTICLE 39

TOOLS, UNIFORMS AND PROTECTIVE APPAREL/CLOTHING

- 39.01 All required tools as determined by the Employer shall be supplied.
- 39.02 Where the Employer determines that uniforms, coveralls, smocks, or other special protective apparel/clothing, should be provided for the public display and image or protection of the Employee's personal garments, such items shall be provided, maintained and replaced upon approval by the Employer (at no cost to the Employee).
- 39.03 Protective clothing and safety equipment shall be supplied by the Employer as required by the Occupational Health and Safety Act or cost shared as outlined in Clause 39.04.
- 39.04 (a) Where, in the opinion of the Employer, safety footwear are required, the Employer shall reimburse Employees for the cost of authorized replacement of CSA approved safety footwear once in each calendar year, to a limit of two hundred (\$200) dollars.
- (b) This amount may be carried over to the following year with the limit then being four hundred (\$400) dollars. Where authorized replacement of safety footwear is arranged through on-site vendors approved by the Employer, the cost of the replacement boots, subject to the above limits shall be paid directly to the vendor by the Employer in lieu of reimbursement to the Employee.
- 39.05 (a) Where the Employer provides tools, uniforms or clothing as outlined above, such tools, uniforms or clothing shall be returned in good condition to the Employer upon termination of employment. Should the Employee fail to return the tools, uniforms or clothing, the pro-rated cost may be deducted from the Employee's final pay cheque.

- (b) Where an Employee is reimbursed for safety footwear as outlined above, and should the Employee resign from employment within the first six (6) months of employment, the pro-rated value of the safety footwear reimbursement may be deducted from the Employee's final pay cheque.

ARTICLE 40

CASHIER POLICY

- 40.01 No Employees shall be required to make up cash shortages in the course of their employment.

ARTICLE 41

TUITION

- 41.01 Tuition shall be waived for the attendance of Employees in courses offered by the Employer provided that the courses are viable with the number of fee payers. Attendance shall be on a "space available" basis, and attendance shall not interfere with performance of the Employee's regular duties. If the Employee does not complete the course or fails the course, they will not be eligible to repeat the course on a tuition waiver. In extenuating circumstances, an Employee can ask that they be allowed to use their tuition waiver for a course they failed to complete. The final decision with respect to any such request rests with the Department Chair and Vice-President.
- 41.02 Employees on educational leave and enrolled on a full-time basis at Northwestern Polytechnic are required to pay Institute fees.
- 41.03 Employees are required to pay for general interest and recreational courses offered by the Employer's Continuing Education.
- 41.04 For other Employer Continuing Education courses, fees shall be waived, and a place in class guaranteed, if the course has direct applicability to the staff Employee's employment at and the Employee is required by their supervisor to take the course.
- 41.05 Employees shall be eligible for a tuition waiver of one (1) credit course per session at Northwestern Polytechnic Campuses provided that courses in which a Member enroll in are not full with fee paying participants as per the pre-determined class-size limit. Tuition waiver does not include courses that are collaborative, brokered or offered on a cost recovery basis. If the Employee does not complete the course or fails the course, they will not be eligible to repeat the course on a tuition waiver. The Employee will provide Human Resources with a permission release in order for the grades to be confirmed.

- 41.06 Members' dependents shall be eligible for part-time or full-time tuition waivers for credit programs. Tuition waivers does not include courses that are collaborative or brokered. The definition of a dependent shall be in accordance with the eligibility of the Colleges' Extended Health and Dental Plan. If the members' dependent does not complete the course or fails the course, they will not be eligible to repeat the course on a tuition waiver. If extenuating circumstances occur, then the final decision rest with immediate supervisor and the appropriate Vice-President. The student will provide Human Resources with a permission release on order for the grades to be confirmed.
- 41.07 For apprenticeship trades, a tuition refund may be available for Members' dependents who have enrolled and pay for the program/courses. The tuition will be refunded only if the program/course enrollment is at least two (2) less than the course limit on the last day to enroll in the program/course. The waiver shall not apply if the Member's dependent repeats the same program/course.
- 41.08 Tuition waiver (as per Clause 41.06) shall continue to be available to the dependents of members who pass away while employed by the Employer for the remainder of the academic year and for two (2) following years thereafter.

ARTICLE 42

STAFF DEVELOPMENT FUND

- 42.01 The Employer and the Union agree to a Staff Development Fund for the purposes of allowing Employees to take courses, workshops or seminars that will assist in developing job related skills and improving performance.
- (a) The Employer will contribute six hundred (\$600) dollars for each member as of July 1st in any year.
- 42.02 The purpose of the Fund is for members to be trained in the areas of Occupational Health and Safety, Project Management, Leadership, Supervisory Development, Business Administration and Academic Upgrading. Financial Support will be restricted to courses offered as part of certificate, diploma or degree program.
- 42.03 The Fund will be administered by a joint committee composed of equal representation from Northwestern Polytechnic and the Union. Unspent funds will be carried over from year to year, to a maximum of eighteen hundred (\$1800.00) dollars per member. At no time, will the fund exceed eighteen hundred (1800.00) dollars per member.

ARTICLE 43

RATES OF PAY

- 43.01 Employees shall be paid for work performed at rates of pay as specified in the pay Schedule or in the case of apprentices, a percentage of the appropriate tradesman job rate, as specified in regulations issued pursuant to the *Apprenticeship and Industry Training Act*.

Application of Increments on Anniversary Date

- (a) An Employee on a full-time permanent position shall be entitled to one increment on the Employee's anniversary date.
- (b) When the Employee is on a leave without pay for longer than one (1) month, for reasons other than Educational Development, as approved by the Employer, the increment shall be pro-rated over the increment year.
- (c) An Employee in a position other than full-time permanent position shall be entitled to one increment upon the completion of 1820 hours worked.
- (d) Upon recommendation of the supervisor and with approval of the department Head, the Director, Human Resources, may grant one additional increment to the Employee on their anniversary date, once in their tenure.

43.02 An Employee's salary shall be paid by direct deposit into an account of the Employee's choice in a bank, trust company, or credit union. To facilitate this operation, each Employee shall maintain an account in a chartered bank, trust company, or credit union that is capable of receiving and accounting for funds by electronic transfer in an efficient manner.

ARTICLE 44

PENSION PLAN AND RETIREMENT SAVINGS

- 44.01 The Employer shall contribute to the Local Authorities Pension Plan (LAPP) to provide pension benefits for participating Employees, in accordance with the terms and conditions of the plan.
- 44.02 Where an eligible part-time (PT) Employee requests enrollment in the LAPP, the Employer shall facilitate such enrollment.
- 44.03 The Employer shall provide an 'electronic link' to the LAPP website, to assist all employees in obtaining plan brochures, details of the plan and information on occasional changes to the plan.

ARTICLE 45

SENIORITY

- 45.01 (a) The seniority date of all Regular Employees shall be the date upon which the Regular Employee commenced in the bargaining unit, including all prior periods of uninterrupted service as a Casual, Temporary or Regular Employee.
- (b) Seniority shall not apply during the probationary period; however, once the probationary period has been completed, seniority shall be credited from the seniority date established pursuant to Article 11.

- 45.02 Seniority shall be considered in determining:
- (a) preference of vacation time;
 - (b) position abolishment, subject to the provisions in Article 21;
 - (c) layoffs and recalls, subject to the provisions in Article 22;
 - (d) promotions, transfers and in filling all vacancies within the bargaining unit, subject to the provisions of Article 10.
- 45.03 Seniority shall be considered broken, all rights forfeited, and there shall be no obligation to re-hire:
- (a) when the employment relationship is terminated by either the Employer or Employee;
 - (b) upon the expiry of twelve (12) months following the date of initial layoff, if during which time the Employee has not been recalled to work;
 - (c) if an employee does not return to work when recalled, as provided in Article 22.
- 45.04 Seniority lists shall be provided by the Employer to the Chapter two (2 x) times per year and when the Employees have been served notice pursuant to the provisions of Article 22. The Employer shall also post a copy of the seniority list on the joint bulletin board provided. The seniority list shall contain the name of each Regular Employee, their status, their date of hire, site(s) and department(s). The list shall also contain all current and temporary positions on the bargaining unit.
- 45.05 Should a difference arise regarding an Employee's seniority, the Employer will provide the Employee with the information necessary to establish accurate seniority.

ARTICLE 46

RESPECTFUL WORKPLACE

- 46.01 The Employer, Union and Employees are committed to a safe and respectful workplace where discrimination, bullying and harassment are not tolerated. The parties agree that the Employer's policies and procedures (as amended) will govern.
- 46.02 The Employer and the Union agree to abide by the *Alberta Human Rights Act*, as amended. There shall be no discrimination, restriction or coercion exercised or practiced in respect of any Employees by either Party by reason or membership or non-membership or activity in the Union, nor in respect to any of the listed grounds in the aforementioned *Act*.

- 46.03 Formal complaints of workplace violence, discrimination, bullying or harassment shall be submitted to the Employer and will be investigated in accordance with the Employer's policies and procedures (as amended). Employees are required to cooperate with the investigation. All complaints will be dealt with promptly and in a confidential manner.
- 46.04 Clause 46.02 shall not apply with respect to a refusal, limitation, specification or preference based on a *bona fide* occupational requirement.
- 46.05 The Parties agree that neither Party should be required to defend itself in multiple forums. If an Employee or either Party to this agreement files a complaint under any Alberta statute on the same or substantially the same facts and circumstances as those advanced under any grievance filed under this Article, the grievance will not be referred to arbitration.

ARTICLE 47

EFFECTIVE DATE AND TERM OF AGREEMENT

- 47.01 This Agreement shall be effective from July 1, 2020 and shall remain in full force and effect until June 30, 2024 . It shall continue in force from year to year thereafter until a replacement Agreement is established. Individual articles shall come into force on the date of execution unless otherwise specified in the Articles or Schedule. The date of execution shall be the date of signing of this Agreement.

ARTICLE 48

CONTRACTING OUT

- 48.01 The Employer agrees that during the life of this collective agreement they will not contract out services that will result in the loss of Permanent encumbered Bargaining Unit positions without meaningful consultation and discussion with the Union.
- 48.02 The Union shall be provided at least ninety (90) days' notice prior to when the final decision is required. Lesser notice may be provided when urgent issues rapidly emerge.

SALARY SCHEDULE

Wages

Effective July 1, 2020 Salary Schedule shall be increased by Zero percent (0%).

Effective July 1, 2021 Salary Schedule shall be increase by Zero percent (0%).

Effective July 1, 2022 Salary Schedule shall be increase by Zero percent (0%).

Effective April 1, 2023 Salary Schedule shall be increased by one point two-five percent (1.25%)

Effective December 1, 2023 Salary Schedule shall be increased by one-point five percent (1.5%) plus an additional point five percent (.5%) subject to the following Gain Sharing Formula:

Gain Sharing Formula

- Effective February 29, 2024, an increase of 0.5% will be applied, retroactive to each Employee's prior December 1 salary, subject to Gain Sharing formula.

Gain Sharing

- Provided that the "Average of all Private Forecasts for Alberta's Real GDP" for the 2023 Calendar Year is at or above 2.7% as of February of 2024, then Gain Sharing applies.
- All adjustments due to Gain Sharing are retroactive to December 1, 2023, or to an Employee's start date if hired after December 1, 2023.
- "Average of all Private Forecasts for Alberta's Real GDP" for the 2023 calendar year is a simple average of Alberta's Real GDP for 2023 across the following independent forecasting institutions: Conference Board of Canada, Stokes Economics, BMO Capital Markets, CIBC World Markets, Laurentian Bank, National Bank, RBC Royal Bank, Scotiabank, TD Bank.
- The most recent publicly available forecast for Alberta's Real GDP for 2023 will be sourced from each forecasting institution at the time the payout determination is made in February 2024.

CURRENT

A	36,036	37,500	38,988	40,560	42,180	43,848	45,612	47,424	49,332
B	41,796	43,512	45,204	47,028	48,924	50,856	52,932	55,020	57,216
C	48,492	50,448	52,464	54,576	56,760	59,028	61,416	63,864	66,396
D	56,280	58,500	60,828	63,264	65,820	68,460	71,184	74,016	76,992
E	65,292	67,884	70,584	73,440	76,356	79,428	82,572	85,860	89,292
F	75,708	78,768	81,876	85,188	88,560	92,100	95,808	99,600	103,608

LEVEL – Effective April 1, 2023

A	36,486	37,969	39,475	41,067	42,707	44,396	46,182	48,016	49,949
B	42,318	44,056	45,769	47,616	49,536	51,492	53,594	55,708	57,931
C	49,098	51,079	53,120	55,258	57,470	59,766	62,184	64,662	67,226
D	56,984	59,231	61,588	64,055	66,643	69,316	72,074	74,941	77,954
E	66,108	68,733	71,466	74,358	77,310	80,421	83,604	86,933	90,408
F	76,654	79,753	82,899	86,253	89,667	93,251	97,006	100,845	104,903

LEVEL – Effective December 1, 2023

A	37,033	38,539	40,067	41,683	43,348	45,062	46,875	48,737	50,698
B	42,953	44,717	46,456	48,330	50,279	52,264	54,398	56,544	58,800
C	49,834	51,845	53,917	56,087	58,332	60,662	63,117	65,632	68,234
D	57,839	60,119	62,512	65,016	67,643	70,356	73,155	76,065	79,123
E	67,100	69,764	72,538	75,473	78,470	81,627	84,858	88,237	91,764
F	77,804	80,949	84,142	87,547	91,012	94,650	98,461	102,358	106,477

LETTER OF UNDERSTANDING
BETWEEN
NORTHWESTERN POLYTECHNIC – FAIRVIEW CAMPUS
AND THE
ALBERTA UNION OF PROVINCIAL EMPLOYEES (AUPE)
ON BEHALF OF LOCAL 071, CHAPTER 007

STAFF DEVELOPMENT FUND

The Parties agree to clarify and expand upon the language found in Clauses 42.01 to 42.03 of the 2020 – 2024 AUPE/Board of Governors Collective Agreement.

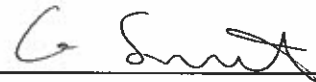
The Staff Development Fund is intended to provide reimbursement for eligible Employees engaged in professional and personal development activities.

1. The Joint Committee shall consider requests from eligible Employees for the following expenses:
 - 1.1 Reimbursement for course fees associated for credit and/or non-credit courses, seminars, workshops and conferences that support the educational and personal development of the Employee.
 - 1.2 Reimbursement for books, exam fees, travel and subsistence directly associated with attending courses, seminars, workshops and conferences. Reimbursement for travel and subsistence will be at the rates established by the Polytechnic.
 - 1.3 Reimbursement for the purchase of computer hardware and software. Reimbursement will be limited to fifty (50%) percent of the retail value for computer peripherals. Purchases will be subject to the taxable benefit implications of the Polytechnic's Computers or Other Goods Purchased from Designated Employer's Funds Policy.
 - 1.4 Reimbursement for professional membership fees where the membership is a job requirement.
 - 1.5 Claims for reimbursement will not be approved where financial assistance is received from another source. An Employee who receives partial support from another source may apply for supplementary reimbursement up to one hundred (100%) percent of the cost.
2. The Employee will be responsible for any income taxable benefit associated with a reimbursement. For example, if the course tuition does not meet the definition of a non-taxable benefit, the Employee will be responsible for paying any tax associated with the reimbursement.

3. The Joint Committee may approve expenditure for group professional and personal development activities in cooperation with the Employer or other Employee Groups in the Polytechnic. For example, the Joint Committee may approve contributions from the Fund toward Professional Development Day(s) on Fairview Campus.
4. An "eligible Employee" is a permanent, re-occurring or temporary, full time or part time AUPE member of the Polytechnic.
 - 4.1 Probationary employees are not eligible for reimbursement of Staff Development funds.
 - 4.2 Employees on leave without pay are not eligible for Staff Development funds.
 - 4.3 Where Employees are on educational, self-funded, maternity/parental or sick leaves, the Employee will continue to accrue staff development funds. Claims for reimbursement will not be considered until the Employee has returned from the leave.
5. The Parties will update a Terms of Reference to guide the Joint Committee.



ON BEHALF OF THE EMPLOYER



ON BEHALF OF THE UNION

LETTER OF UNDERSTANDING
BETWEEN
THE ALBERTA UNION OF PROVINCIAL EMPLOYEES (AUPE)
AFFECTING LOCAL 071 CHAPTER 007
AND NORTHWESTERN POLYTECHNIC - FAIRVIEW CAMPUS

EMPLOYMENT OF STUDENTS

The Parties agree that students hired in accordance with the provisions contained herein shall be included in the Bargaining Unit and shall be covered by the Collective Agreement.

Students shall be employed as casual employees and shall be enrolled in high school, any post-secondary learning institution, or any vocational learning institution.

Students employed under this agreement shall be paid and compensated at the rate of pay outlined in this Agreement.

Effective:

Effective July 1, 2020 Salary Schedule shall be increased by Zero percent (0%).

Effective July 1, 2021 Salary Schedule shall be increase by Zero percent (0%).

Effective July 1, 2022 Salary Schedule shall be increase by Zero percent (0%).

Effective April 1, 2023 Salary Schedule shall be increased by one point two-five percent (1.25%)

Effective December 1, 2023 Salary Schedule shall be increased by one-point five percent (1.5%) plus an additional point five percent (.5%) subject to the following Gain Sharing Formula:

Gain Sharing Formula

- Effective February 29, 2024, an increase of 0.5% will be applied, retroactive to each Employee's prior December 1 salary, subject to Gain Sharing formula.
Gain Sharing
- Provided that the "Average of all Private Forecasts for Alberta's Real GDP" for the 2023 Calendar Year is at or above 2.7% as of February of 2024, then Gain Sharing applies.
- All adjustments due to Gain Sharing are retroactive to December 1, 2023, or to an Employee's start date if hired after December 1, 2023.

- “Average of all Private Forecasts for Alberta’s Real GDP” for the 2023 calendar year is a simple average of Alberta’s Real GDP for 2023 across the following independent forecasting institutions: Conference Board of Canada, Stokes Economics, BMO Capital Markets, CIBC World Markets, Laurentian Bank, National Bank, RBC Royal Bank, Scotiabank, TD Bank.
- The most recent publicly available forecast for Alberta’s Real GDP for 2023 will be sourced from each forecasting institution at the time the payout determination is made in February 2024.



ON BEHALF OF THE EMPLOYER



ON BEHALF OF THE UNION

LETTER OF UNDERSTANDING
BETWEEN
THE ALBERTA UNION OF PROVINCIAL EMPLOYEES (AUPE)
AFFECTING LOCAL 071 CHAPTER 007
AND THE NORTHWESTERN POLYTECHNIC - FAIRVIEW CAMPUS


MARKET BASED ADJUSTMENTS

The Salary Grid for the following classifications (the "Impacted Classifications") will be adjusted as below:


- i) Academic Advisor – Reduce maximum of range by 5.2%
- ii) Classroom Lab Technologist – Reduce maximum of range by 18.4%
- iii) Library Technician – Reduce maximum of range by 15.3%
- iv) Accounting Clerk – Reduce maximum of range by 19.2%
- v) Maintenance Service Worker – Reduce maximum of range by 18.8%

The above-noted adjustments to the Salary Grid for the Impacted Classifications will only apply to new Employees hired following the date of ratification of this Agreement.

Employees who are current incumbents in one of the Impacted Classifications as of the date of ratification of this Agreement shall not be impacted by the above-noted adjustments. The adjustments will continue going forward.



ON BEHALF OF THE EMPLOYER



ON BEHALF OF THE UNION

IN WITNESS WHEREOF, the Parties have executed this Collective Agreement by affixing hereto the signatures of their proper officers in that behalf.

Signed this 12th day of December, 2022.

SIGNED ON BEHALF OF THE EMPLOYER



A handwritten signature in blue ink, consisting of a large, stylized 'S' followed by a horizontal line extending to the right.

SIGNED ON BEHALF OF THE UNION



A handwritten signature in black ink, appearing to read 'G. Smith', written over a horizontal line.

