

**Collective Agreement**

Between

Grant MacEwan University  
Board of Governors

and

MacEwan Staff Association

*July 1, 2020 – June 30, 2024*

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**This Agreement is made this 8th day of May, 2023 between:**

**Board of Governors of MacEwan University  
(hereinafter referred to as the University)**

**AND**

**MacEwan Staff Association (hereinafter referred to as MSA)  
collectively referred to as the "Parties"**

Article 1: PREAMBLE AND PURPOSE

- 1.0.1 MacEwan University is an engaged university at the heart of the city where creativity and innovation thrive, and a unique student experience opens diverse pathways for achievement and growth. We inspire students with a powerful combination of academic excellence and personal learning experiences. We provide a transformative education in a creative, collaborative and supportive environment.
- 1.0.2 The Collective Agreement provides the foundation and framework for a positive labour relations culture in support of MacEwan University's purpose.
- 1.0.3 The Parties to this Agreement value and recognize the vital role each party plays and commit themselves to enhance the working relationship through cooperation and mutual respect.
- 1.0.4 The Parties commit to:
- a) recognize and acknowledge their respective rights and obligations under labour and employment legislation and the Collective Agreement.
  - b) build positive working relationships based on trust.
  - c) communicate with each other in ways that promote common understanding and effective problem solving.
  - d) create a safe, healthy, effective, innovative work environment.
  - e) ensure that all members of the university community contribute to the University's success, and are valued and recognized for their contribution.
  - f) foster a sense of pride and community at the University by actively promoting the behaviors, principles and accountabilities expressed in the MacEwan University Code of Conduct.
  - g) share information that is required for each party to effectively meet the obligations of their role.
  - h) encourage the proactive resolution of issues at the lowest level possible and in a timely manner through direct communication between affected individuals.
- 1.0.5 The Parties commit to active communication on issues that directly affect the interest of the employees of the bargaining unit. We will work to ensure that all members of the University community understand the importance and value of this Agreement and live up to their Collective Agreement responsibilities.

- 1.0.6 The University and the MSA commit to act in a manner which is not arbitrary, discriminatory or in bad faith.
- 1.0.7 The Parties are entering into this Collective Agreement with the intent and purpose of promoting a harmonious working relationship between the University and employees.
- 1.0.8 Further, the purpose of this Agreement is to establish the principal terms and conditions of employment for the non-academic employees of MacEwan University represented by the MacEwan Staff Association as defined in Article 2 (hereinafter referred to as the “bargaining unit”).

Article 2: RECOGNITION

- 2.0.1 The University recognizes the MSA as the exclusive bargaining agent for the unit of employees described in Certificate #E125-2015 under the applicable Alberta Labour Relations legislation (Public Service Employee Relations Act / Alberta Labour Relations Code), formerly issued as Certificate #E100-2006.
- 2.0.2 This Collective Agreement shall not apply to positions which have been excluded by mutual agreement of the Parties, or pursuant to an order of the Labour Relations Board.
- 2.0.3 No employee shall negotiate terms and conditions of employment that alter or conflict with the terms of this Agreement without the prior written consent of the MSA.
- 2.0.4 No employee shall be required to agree to terms and conditions of employment that conflict with the terms of this Agreement.
- 2.0.5 In the event of a conflict between the statements contained in this Agreement, and other policy statements of the University established elsewhere, the statements in this Agreement shall prevail regarding bargaining unit employees.
- 2.0.6 Wherever in this Agreement specific authority is placed in a management position (e.g. Out-of-Scope (OOS) Manager), it is understood that, if necessary, such authority may be exercised by an individual in a position of higher level of authority.

2.1 University Policies

- 2.1.1 Any changes, additions or deletions to University Policies, which alter bargaining unit employees’ terms and conditions of employment not encompassed within this Collective Agreement, will not be implemented without consultation with the MSA.

Article 3: DURATION

- 3.0.1 This Agreement shall be binding on all Parties to it and shall take effect on the date of ratification, unless otherwise noted, and shall remain in full force and effect until and including the 30th day of June 2024, and thereafter shall remain in full force and effect until an amended Agreement is ratified.
- 3.0.2 During the life of this Agreement, changes to the Agreement shall be made only with the mutual consent of the Parties to it. Any changes to the Agreement made during the term of the Agreement shall be effective from the date of such change or as otherwise mutually agreed to by the Parties to the Agreement.

Article 4: TIME LIMITS

- 4.0.1 All procedural steps and time limits specified in this Agreement may be extended for a specified period of time, or generally waived, upon mutual written agreement of the Parties at any time.
- 4.0.2 If the Parties agree that timelines are waived while attempting to resolve an issue through discussion or other forms of communication, either party may at any time provide five (5) working days of notice of a unilateral declaration that the time limits are reinstated, and such will come into effect at the last formal step filed by either party.
- 4.0.3 For notice periods, specified number of days shall normally be considered as a minimum.

Article 5: RENEGOTIATION

- 5.0.1 Either party may, not less than sixty (60) days and not more than one-hundred eighty (180) days prior to the expiry of the term of this Agreement, give to the other in writing, a notice to commence collective bargaining. Such notice is to be addressed to the President of the University if served by MSA, and to the President of MSA if served by the University.
- 5.0.2 The notice to commence collective bargaining shall:
  - a) name one or more persons with authority to:
    - i) bargain collectively, and
    - ii) conclude a Collective Agreement, and
    - iii) sign a Collective Agreement subject to ratification by the membership or the University, whichever is applicable, and

- b) identify the process to be used in the event of dispute:
    - i) Article 5.2, or
    - ii) Negotiate an Essential Services Agreement prior to an application for Alberta Labour Relations Board regulated dispute resolution.
- 5.0.3 Within fifteen (15) days of receipt of a notice to commence collective bargaining the recipient shall, by notice in writing to the other party, name one or more persons with authority to:
- a) bargain collectively, and
  - b) conclude a Collective Agreement, and
  - c) sign a Collective Agreement subject to ratification by the membership or the University, whichever is applicable, and
  - d) include agreement or disagreement of the identified dispute resolution as per Article 5.0.2(b).
- 5.0.4 If neither party selects the option to negotiate an Essential Services Agreement, in their notice to bargain or in their response, then the Parties mutually agree to utilize the process outlined in Article 5.2.
- 5.0.5 MSA and the University shall meet and commence bargaining in good faith:
- a) within 90 days if option in Article 5.0.2(b)(i) is selected by both Parties, or
  - b) within 30 days if option in Article 5.0.2(b)(ii) is selected by either party.
- 5.0.6 In the event that any law passed by a Federal, Provincial or Municipal Government renders null and void, or alters, any provisions of this Agreement, the remaining provisions shall remain in effect for the term of the Agreement, and the Parties hereto shall promptly meet and attempt to negotiate a substitute for the provision which has been rendered null and void or altered. If no agreement can be reached, the items in dispute shall be referred to mediation/arbitration as provided for in Articles 48.4 and 48.5 of this Agreement.
- 5.0.7 The University and MSA shall equally share the cost of duplication of revised or replacement Collective Agreements. Distribution of the Collective Agreement will be a shared responsibility between MSA and Human Resources.
- 5.0.8 During the term of this Agreement or while negotiations for another Agreement are being held, the Parties will not engage in any strike, slowdown, or stoppage of work, lockout or deliberate restriction or reduction in hours of work for the purposes of influencing bargaining.

5.1 Effective Date of Agreement / Retroactivity

- 5.1.1 Any Agreement reached in the aforementioned negotiations shall be effective the 1st day of July following the expiry of the current Agreement, or as otherwise mutually agreed to by the Parties to the Agreement.
- 5.1.2 All employees on staff on the date the Memorandum of Agreement is ratified by both Parties, and thereafter, shall be eligible for retroactive wage adjustments for all paid hours with the University.
- 5.1.3 Individuals who have retired from the University during the term of the new Agreement, but prior to ratification, will be eligible for retroactive wage adjustments for their paid hours. Employees who have resigned from MacEwan during this period will only be eligible for retroactivity if they make written application to Human Resources within ninety (90) days of ratification.

5.2 Impasse Resolution

- 5.2.1 In the event the Parties are unable to resolve their differences in negotiations, they may mutually agree to refer any items that remain in dispute to dispute resolution as outlined in this collective agreement and in accordance with Voluntary Interest Arbitration as specified in Part 2, Division 15 of the Alberta Labour Relations Code. The Parties shall not be precluded from reaching a voluntary and mutually agreeable settlement at any stage in the process.

Article 6: MANAGEMENT RIGHTS

- 6.0.1 Subject to the terms of this Agreement, the University's rights include, but are not limited to the following:
  - a) maintain order, discipline and efficiency
  - b) make, alter and enforce, from time to time, rules and regulations to be observed by an employee which are not in conflict with any provision of this Collective Agreement
  - c) direct the working force and create, modify, or abolish classifications, positions, and work units, and determine the number of required employees
  - d) hire, promote, reclassify, transfer, layoff or recall
  - e) demote, discipline, suspend or discharge for just cause
  - f) contract out functions of the University's operational units.

6.0.2 It is not the intention of the University to enter into new contracting out arrangements that result in the loss of any bargaining unit positions. However, if it becomes necessary, the following principles will apply:

- a) *Contracting workers with specific skill sets for work of a temporary nature.* Temporary means where the specified period of work is for up to eighty (80) working days.

When the University finds it necessary to contract out bargaining unit work that does not impact current employees covered by this Collective Agreement and the specific skills sets are not available, the University will notify MSA of the intent to contract out.

- b) *Interim contract workers for periods during the recruitment process.* The University will notify MSA of the intent to contract out for a specified period not more than forty (40) working days.
- c) *Contracting out bargaining unit work on a permanent basis.* The University agrees to provide information, including the rationale, relevant to the work that is being considered for the potential of contracting out. Existing contracts will be reviewed by the Parties as they come up for renewal.

- i) Bargaining unit work is affected but no employees impacted

- a) At least three (3) months prior to the final decision to contract out this work, the University agrees to meet with MSA to discuss reasonable measures to continue the work in-scope. The final decision must be made sixty (60) days prior to the work being started.

- ii) Both bargaining unit work and current employees affected

- a) At least six (6) months in advance of the intended change the University agrees to meet with MSA. During the notice period, the University and MSA will meet to discuss possible alternatives to the proposed contracting out and consider ways to continue the work in scope. At the conclusion of these discussions, the University will formally advise MSA in writing of the final decision.

6.0.3 The MSA agrees to only release information (written or verbal) to which the University has given prior approval. Notwithstanding the above, where the contemplated contracting out is not work within the scope of the MSA bargaining unit, consultation is not required.



Article 7: EMPLOYER – UNION RELATIONS

- 7.0.1 The University and the MSA commit to the goal of a positive labour relations culture, recognizing that the University's role is to manage in the best interests of the University community and MSA's role is to represent the collective interests of the bargaining unit.
- 7.0.2 At time of hire, the University will inform all new employees of the contractual relationship between the University and the MSA, and provide them access to a copy of the Collective Agreement, either electronically or physically.
- 7.0.3 All new employees will have the opportunity to meet with a representative from MSA for a period of up to fifteen (15) minutes during the employee's probationary period, without loss of regular earnings. The purpose of such meeting will be to acquaint the employee with the role of MSA and the Collective Agreement. Information regarding this meeting will be included in the new employee's offer letter.
- 7.0.4 The University shall deduct dues, fees, and levies from the pay of each applicable employee and submit them on a bi-weekly basis to the MSA with an itemized dues report as specified in Article 11.0.2. The MSA shall advise the Human Resources Department of the University in writing of any changes to these amounts at least twenty (20) working days prior to the effective date of the change.
- a) All bargaining unit employees shall be deducted core dues.
  - b) The MSA will be responsible to track optional non-core dues payers and inform the University on a bi-weekly basis of any changes to applicable employees. The University agrees to implement the changes effective the pay period following receipt of notification. New employees may opt-in at any time. Other than as legislatively required, MSA shall restrict employees from changing their opt-in/opt-out status more than once per year.
- 7.0.5 The University shall annually remit to the MSA the Employment Insurance rebates of bargaining unit members for the University's employer-paid sick leave and short-term disability benefits program.
- 7.0.6 The MSA shall promptly advise Human Resources of any changes to the MSA Executive Board and/or designated Labour Relations officials.
- 7.0.7 No employee shall be subjected to discriminatory treatment by reason of the employee's membership in, or participation in the activities of, the MSA.

- 7.0.8 All employees will be informed of their right to MSA assistance and representation for any workplace concern involving the terms and conditions specified in the Collective Agreement. The Parties shall encourage resolution of concerns between the employee and their direct OOS Manager whenever possible.
- 7.0.9 The Parties acknowledge that as the exclusive bargaining agent, MSA has an interest in the selection of individuals representing the perspective of bargaining unit employees on various University committees as referenced under Article 8.1.2, Article 13, or as legislated.
- a) MSA shall have the exclusive right to determine the process for selecting its representatives on decision-making committees that affect any terms and conditions of employment of bargaining unit employees as outlined in the Collective Agreement.
  - b) The Parties shall discuss through the Joint Consultation Committee the processes of selecting representatives from the bargaining unit for University wide committees that do not affect employment conditions of bargaining unit employees, but involve representation by MSA members. The Parties agree that this Article shall not be used to require changes to Terms of Reference for existing committees at the time of ratification of this Agreement without mutual agreement.
  - c) The University shall have the exclusive right to determine the process for selecting its representatives on work-unit committees.
- 7.0.10 For the purposes of open discussion and timely exploration of options for the resolution of disputes, all communication between the Parties shall be without prejudice or precedent until formal agreement is reached and signed by both Parties.

Article 8: RELEASE TIME FOR MSA ACTIVITIES

- 8.0.1 Subject to the ability to provide continuity of normal University operations and the prior approval of scheduling by the OOS Manager, MSA members will be granted the following release time without impact to employee compensation. Such approval will not be unreasonably denied.

8.1 All Bargaining Unit Members

- 8.1.1 Twice yearly, two and a half (2.5) hours each to attend MSA general meetings. Staff will not be given 'time in lieu' if they do not attend these meetings. MSA will notify Human Resources of the general meeting time and date sixty (60) calendar days prior to the event.

- 8.1.2 Periodically as required to attend and contribute to University approved committees as referenced in Article 7.0.9.
- a) Where membership on committees is selected by MSA, the affected OOS Manager will be notified by MSA when one of their employees is being considered as a representative.
  - b) To accommodate participation, employees may be required to have schedule changes or modifications to hours. Such participation shall not generally attract overtime.

8.2 Elected MSA Executive Board

- 8.2.1 In addition to the above, up to an average of seven (7) hours per month to attend MSA Executive meetings; and/or attend scheduled meetings on behalf of MSA.

8.3 MSA Negotiations Committee

- 8.3.1 The MSA Negotiations Committee shall be comprised in accordance with the MSA Constitution and Bylaws. Release time for employees serving on the MSA Negotiations Committee shall be scheduled in consultation with the University's Human Resource Department and will not be unreasonably withheld, considering the requirements of the negotiation meeting schedule that is mutually agreed to between the Parties, and including a reasonable amount of preparation time.

- 8.3.2 The MSA Vice-President and a minimum of three (3) and up to five (5) additional MSA members shall be granted such release time fully funded and paid by the University at the incumbent's regular rate of pay.

8.4 Elected MSA President and Vice President

- 8.4.1 The duly elected MSA President shall be granted fifty percent (50%) release time. One MSA Vice-President and the immediate Past-President shall each be granted ten percent (10%) release time. For the duration of their terms this time is fully funded and paid by the University at the incumbent's regular rate of pay. The Past-President's release time shall be limited to a period of no longer than nine (9) months after the end of the term of office as President.

- 8.4.2 Arrangements may be mutually made between the affected OOS Manager and the employee, through discussions with Human Resources, to substitute paid release time with the appropriate level of additional stipend.

8.5 Additional Release Time Paid by MSA

8.5.1 Additional release time, fully funded by MSA, will not be unreasonably withheld by the University for MSA members serving on the MSA Executive Board, upon the written request of MSA through the appropriate designated contact in Human Resources.

Article 9: JOINT CONSULTATION

9.0.1 By participating and working together both Parties can better achieve the University's Mission and Strategic Direction while enhancing the quality of work life for employees.

9.0.2 Through regularly scheduled meetings, the Joint Consultation Committee provides a cooperative forum in which both Parties can discuss items of concern. Such items may include but are not limited to workload concerns, employee morale, paid and unpaid leave of absence utilization (e.g.: personal, medical, sick, etc.), casual utilization, contracting out, jurisdiction, turnover.

9.0.3 Through free and frank discussion, the issues confronting Administration and Staff can be addressed and the results shared with all constituents.

9.0.4 The following terms will guide the Committee:

- a) meetings will be scheduled at least every two (2) months;
- b) each party will name an equal number of participants to the Committee;
- c) chairing of the meetings and minute taking will be a shared responsibility on a rotational basis;
- d) the Parties will review and jointly agree to the Joint Consultation Committee Terms of Reference annually;
- e) additional resources or individuals with specific information may be invited to attend meetings on an ad hoc basis.

Article 10: JOINT COMMUNICATION

10.0.1 The Parties are committed to the joint communication of the substantive changes of the new Collective Agreement and to joint creation of interpretation documents.

10.0.2 Throughout the term of the Agreement, Human Resources and MSA will cooperate to provide training to both management and staff relating to the interpretation of the Collective Agreement. It is recognized however that neither Party shall be precluded from individually delivering training as they determine appropriate.

Article 11: INFORMATION DISCLOSURE

11.0.1 General principles:

- a) Effective labour relations needs to have an efficient and timely exchange of information so the MSA can fulfil its representational responsibilities to further the interests of the employees of the bargaining unit, both individually and collectively.
- b) The University commits to providing information deemed necessary to resolve a specific issue at the time the issue is being resolved.
- c) The University shall seek to acquire written consent from relevant individuals prior to disclosing specific information protected under privacy legislation to MSA. The Parties agree that such information will not be disclosed to MSA if such consent has not been expressly given.

11.0.2 The University commits to providing reports as outlined below:

- a) Dues Report – Bi-weekly
- b) Employee Hours Worked by Position – Bi-weekly
- c) Employment Change Report - Monthly
- d) Leaving Employment in Bargaining Unit Report – Monthly
- e) New Hire Report – Monthly
- f) Contact Information Report – Semi-annually in January and July
- g) Seniority Report – Annually

The employee identification number will be provided on all reports.

11.0.3 Duly appointed representatives of MSA shall be provided access to view and/or be provided copies of the following additional personal information, only with a signed individual consent by the affected employee:

- a) Disability (STD, LTD) Files and Records
- b) Worker's Compensation and Injury Files and Records
- c) Employee Human Resource file

11.0.4 The University shall provide MSA with shared access to at least one (1) physical bulletin board located near the MSA office. Use of general posting boards is subject to the University's normal approval process which will not be unreasonably withheld.

11.0.5 An employee may have access to view their Human Resources file upon request.

Article 12: CREATIVE CONCEPTS ACKNOWLEDGEMENT

12.0.1 The Parties acknowledge that the University owns the copyright of all materials created by employees in the regular performance of their duties as a function of their employment within the bargaining unit. Upon request, the University will appropriately acknowledge individuals who have provided significant creative contribution in the development of new concepts, frameworks and ideas. The University shall permit individuals license to use their own creative ideas in future endeavors, provided they do not utilize the specific content in its entirety.

Article 13: HEALTH, SAFETY AND ENVIRONMENT (HSE)

13.0 Health, Safety and Environment Steering Committee

13.0.1 The Health, Safety and Environment Steering Committee established by the University will include MSA Representatives selected in accordance with the agreed upon Steering Committee Terms of Reference and Article 7.0.9(a) of the Collective Agreement.

13.0.2 Employee representatives to the Health, Safety and Environment Steering Committee will be selected by MSA.

13.1 Joint Worksite Health and Safety Committees

13.1.1 The purpose of Joint Worksite Health and Safety Committees are to:

- a) maintain a cooperative effort for the safety of employees,
- b) identify and assess hazards in the workplace,
- c) make recommendations for the improvement of the work practices,
- d) promote the health and safety of employees,
- e) carry out the duties and functions in accordance with Occupational Health and Safety legislation and the University's Health, Safety and Environment policies.

13.1.2 MSA representatives to the Joint Worksite Health and Safety Committees (JWHSC) will be selected according to the process outlined below:

- a) Committee Sponsor will first make a call for Joint Worksite Health and Safety Committee (JWHSC) volunteers within their Faculties or Administrative Departments with a specified period of time to respond.
- b) If not enough volunteers responded to the request, the Committee Sponsor can nominate MSA members to sit on the JWHSC.
- c) The Committee Sponsor will share with MSA the names of all the candidates that have expressed an interest to participate on the JWHSC.
- d) MSA will follow their internal processes to appoint JWHSC members from the list of candidates. MSA retains the right to appoint additional or alternate names if required and will notify the Committee Sponsor of the candidates endorsed to participate on the JWHSC.
- e) The Committee Sponsor will advise members who have been endorsed to participate on the JWHSC.
- f) The Committee Sponsor will complete the JWHSC members form and forward to the Office of Health, Safety & Environment to post on the HSE website.

## 13.2 Harassment and Violence

13.2.1 The University and MSA are committed to maintaining a working environment that is free from harassment and violence.

13.2.2 The University will maintain and enact policies and procedures to investigate and respond to complaints of harassment and violence in a reasonable and timely manner.

13.2.3 The University will consult with the MSA when amending or updating these policies and procedures.

## Article 14: POSTINGS

14.0.1 The University and the MSA support the principle of selecting the most suitable candidate for vacant positions. The University values its employees and encourages their advancement to higher level positions within the University for which they are qualified.

- 14.0.2 All Continuing and Term vacancies of ten (10) months or greater duration will be posted for a period of five (5) working days and will be filled by competition. Depending on the nature of the vacancy, the University may elect to post the vacancy for internal applicants only, or to open the competition to both internal and external applicants. Each posting will specify only the initial wage range available at time of hire in accordance with Article 21.1.1 (e.g. steps 1-5), as well as a reference to the Collective Agreement for subsequent wage increases.
- 14.0.3 In filling vacancies, first consideration will be given to internal applicants. Where two (2) or more candidates are assessed by MacEwan to be equal, seniority will be the deciding factor.
- 14.0.4 Internal candidates may request and will be provided specific feedback on the skills and experience they may need to improve to be successful on future postings.
- 14.0.5 Although Casual opportunities or Term vacancies of less than ten (10) months duration are not subject to the provisions in Article 14.0.2, these opportunities shall be shared on the internal MacEwan portal.

Article 15: SPECIFIC INFORMATION FOR RECURRING TERM, TERM, CASUAL, AND STUDENT CASUAL APPOINTMENTS

15.0.1 The types of employment appointments are defined in Article 49.0.14.

15.1 Recurring Term Positions

- 15.1.1 At the time of hire, and prior to the first day of the annual inactive period, the Recurring Term employee will be notified of the anticipated date to return to work, and if a date change is required the employee will be notified in writing thirty (30) days in advance of the changed date.
- 15.1.2 A Recurring Term employee may request salary averaging over a full year, including the inactive period. This request must be made in writing to the OOS Manager thirty (30) days prior to the return to work after an inactive period.
- 15.1.3 Other Articles specifically relevant to Recurring Term appointments include, but are not limited to Articles 14.0.2, 14.0.5, 15.4.2, 15.4.4, 16.0.1, 16.0.5, 20.1.1, 28.0.2, 28.0.3, 34.0.2, 34.0.1, 34.0.4, 34.0.5, 35.0.2(c), 35.0.3, 35.2.2, 39.3.1, 39.3.4, 39.4.1, 40.0.3, 46.3.2, 47.0.5, 49.0.14(f), 49.0.34, and 49.0.41(f).

15.2 Term Positions: Non-Recurring and Replacement

- 15.2.1 Employees may occupy the same Term position for:
  - a) Up to twelve (12) months when the Term position is conditionally funded (Non-Recurring Term), or;



- b) For recurring periods of thirty-six (36) months with no inactive period for Coaches in Athletics, as well as Residence Life Supervisor and Residence Life Coordinator positions where living in the University Residence is a job requirement, or;
- c) Until the incumbent returns to work when the position is encumbered but the regular incumbent is on leave from the position (Replacement Term).

15.2.2 Term positions may be extended with mutual agreement of the Parties for a period up to thirty-six (36) months. An assessment will be made by the OOS Manager prior to the midpoint of the term to assess whether an extension is anticipated (refer to Article 39.3.2). If employment is continued beyond the term length without agreement, then the employee and the position shall become Continuing.

15.2.3 Term appointments may end upon the discontinuance of the project or funding, or upon the return of the regular incumbent. Term employees will be given notice as per Employment Standards specifications.

15.2.4 Where a Term employee has been appointed through a posting and employed for twelve (12) months or longer in the same position, and subsequently the position becomes available on a continuing basis, the Term employee will be appointed to the continuing position without competition, notwithstanding Article 14.

15.2.5 Term appointments of Residence Life positions and Coaches in Athletics referred to in Article 15.2.1(b), 17.0.2, 21.0.5(c), 21.0.5 (d), and 24.0.7 shall be considered pension and benefit eligible. The term will be disclosed to new candidates during the hiring process and specified on new letters of offer for employment to positions. The positions may end upon the expiry of each three (3) year term subject to notice and severance provisions specified in Article 46.5. Such layoff will not preclude the employer from reposting and filling the position upon such vacancy.

15.2.6 Other Articles specifically relevant to Non-Recurring and Replacement Term appointments include, but are not limited to Articles 14.0.2, 14.0.5, 15.4.2, 15.4.4, 16.0.1, 16.0.5, 20.1.1, 28.0.2, 28.0.3, 34.0.4, 34.0.5, 35.0.2(c), 35.0.3, 35.2.2, 39.3.1, 39.3.2, 39.4.1, 49.0.14(d), 49.0.14(g), 49.0.34, and 49.0.39(f).

### 15.3 Casual and Student Casual Positions

15.3.1 All Casual Positions will be covered by the terms and conditions of the Collective Agreement except as noted below. The following provisions do not apply to Casual Positions:

- a) Articles 17.0.1, 17.0.2, 17.0.7, 17.0.8, 17.0.9, 17.0.10
- b) Articles 20.0.5, 20.0.6, 20.0.7, 20.1.1

- c) Articles 22.1.6, 22.1.7
- d) Article 29.2
- e) Articles 34.0.1, 34.0.2, 34.0.3, 34.0.5, 34.0.8, 34.0.9, 34.0.10, 34.0.12
- f) Article 34.1
- g) Articles 35.0, 35.1, 35.2, 35.3, 35.5.2, 35.6
- h) Article 36
- i) Article 37
- j) Article 38
- k) Articles 39.3, 39.4, 39.5
- l) Article 40
- m) Article 46
- n) Article 47

15.3.2 Salary placement for all Casual positions shall be in accordance with Article 21.1 Grid Placement.

15.3.3 Other Articles specifically relevant to Casual appointments include, but are not limited to Articles 9.0.2, 14.0.5, 17.0.3, 20.1.2, 20.1.3, 21.0.6, 22.0.3, 23.0.4(b), 34.0.4, 35.0.3, 35.2.2, 39.4.1, 49.0.14(a), 49.0.41(f), and LOU I.

#### 15.4 Student Casual Positions

15.4.1 Student Casual positions are positions that can only be done by a student and are limited to the list below:

- a) Student Athletic Therapist
- b) Student Residence Assistant
- c) Research Assistant
- d) Welcome Centre Assistant
- e) First-Year Experience Assistant
- f) Marker
- g) Teaching Assistant

- h) Student Shelver
- i) Student Tutor
- j) Student Child Care Assistant
- k) Student Residence Front Desk Associate
- l) Sport and Wellness Student League Staff
- m) Sport and Wellness Student Camp Staff
- n) Student Outreach Assistant

Any additional student positions will be negotiated between the Parties to the Collective Agreement.

15.4.2 Article 15 does not apply for students hired to fill Continuing, Recurring Term, Non-Recurring Term, Replacement Term, or Casual positions as defined in Article 49.0.14(a) through 49.0.14(g) of the Collective Agreement. Students hired to these positions will be subject to all the relevant terms and conditions of the Collective Agreement.

15.4.3 Enrolment in a course or courses is normally required for continued employment in a Student Casual Position, except during the summer months in which the student must demonstrate intent to return to school in the fall term. The University and MSA retain the right to confirm student enrolment status at the time of hiring, following any academic course drop date, and periodically throughout employment in a Student Casual Position.

15.4.4 Article 15 shall not be used to reclassify existing full-time or part-time employees serving in Continuing, Recurring Term, Non-Recurring Term, Replacement Term or Casual positions into Student Casual Positions if they enroll in a course or courses.

15.4.5 Other Articles specifically applicable to Student Casual appointments include, but are not limited to Articles 9.0.2, 14.0.5, 15.3, 17.0.3, 17.0.6, 20.1.2, 20.1.3, 21.0.6, 22.0.3, 23.0.4(b), 34.0.4, 35.0.3, 35.2.2, 39.4.1, 49.0.14(a), 49.0.14(h), and 49.0.39(f).

## 15.5 Multiple Appointments

15.5.1 When an employee holds multiple similar appointments, the Parties through Joint Consultation will review to determine whether it is appropriate to combine the appointments into a single role.

15.5.2 Other Articles specifically applicable to Multiple Appointments include, but are not limited to, Articles 22.0.3 and 23.0.4(b).

Article 16: PROBATION PERIOD

- 16.0.1 Upon hire, Continuing and Term employees shall complete a probationary period of six (6) months or for a longer period as may be established by the OOS Manager in consultation with Human Resources. Such period shall not exceed nine (9) months.
- 16.0.2 Where a period of probation in excess of six (6) months has been established, the employee shall be notified in writing in the offer letter at the time of hire of the length of the probationary period. Criteria for the extended probationary period will be established based on one or more of the factors below:
- a) complexity of the work,
  - b) timing of the hire in relation to the cycle of work activities,
  - c) mutual availability of the new employee and the OOS Manager (specific to positions required to travel).
- 16.0.3 During the course of an employee's probationary period, they shall receive:
- a) Reasonable orientation and initial training,
  - b) General performance related feedback, and
  - c) Specific Workforce Engagement ("WE") conversations in accordance with Article 32.
- 16.0.4 If a probationary employee transfers to another position, the probationary period shall continue in the new position.
- 16.0.5 If a Term employee is reappointed to the same position within twenty-four (24) months of the expiry of their previous appointment, they shall not be required to serve a further probationary period.
- 16.0.6 The University may extend an employee's probationary period for an additional three (3) months. The employee and the MSA will be advised of the reasons for the extension and the employee will be provided with a written performance appraisal at the time of the extension.
- 16.0.7 A probationary period shall be extended by the length of time during the probationary period that the employee is absent either due to illness or when the employee is not in receipt of regular salary due to WCB, STD, or LTD leave or other leaves of absence such as maternity leave, paternity leave, compassionate care leave, or any other job protected leaves.

- 16.0.8 If the University deems a probationary employee to be unsuitable, the employee's employment may be terminated at any time without notice. The University will provide the employee reasons for the termination.
- a) In the event an unsuitable probationary employee has been employed for three (3) or more months, they will be provided severance as specified in Alberta Employment Standards. In the case of termination for serious misconduct during probation, no severance is required.
  - b) The MSA may grieve such termination on behalf of the employee in accordance with the Article 48. The Parties agree that grievances will only be advanced to the Arbitration stage when there is cause to believe that the termination contravenes Human Rights protected grounds.
- 16.0.9 Probationary employees affected by position abolishment shall be granted severance in accordance with Article 46.5.2.
- 16.0.10 At the discretion of Human Resources in consultation with the OOS Manager, an employee who has previously been employed by the University in the same or a similar position, or has held an acting appointment in the same position, may have such previous employment considered part or all of the probationary period. Application to waive part or all of the probationary period may be made in writing to the Human Resources department by either the employee's OOS Manager, or by the employee with a copy to their OOS Manager.

Article 17: HOURS OF WORK AND SCHEDULING

- 17.0.1 For all employees except Casual appointments, the normal work week shall consist of a maximum of five (5) days, to a maximum of seven (7) hours each day, to a maximum of thirty-five (35) hours per week.
- 17.0.2 All employees shall normally have two (2) consecutive days off each week, with the exception of Coaches in Athletics during active game season (regular and play-offs) and Casual and Student Casual positions. For these exceptions, the minimum requirement for consecutive days off each week specified in Alberta's Employment Standards shall apply.
- 17.0.3 For employees holding Casual appointments, the normal work week shall consist of a maximum of forty (40) hours comprised of a maximum of five (5) work days of a maximum of eight (8) hours each.
- 17.0.4 All employees shall have not less than eight (8) hours off between scheduled work periods, except in the case of unforeseen emergencies.
- 17.0.5 The daily hours of work shall normally run consecutively, inclusive of paid and unpaid rest and meal breaks specified in Article 18.

17.0.6 For only Student Casuals working in Athletics or Sport & Wellness:

Article 11(3) of the Alberta Employment Standards Regulation 14/1997 (with amendments up to and including Alberta Regulation 218/2022) shall be deemed to apply:

*“If an employee is (a) employed in a recreation or athletic program on a part time basis by a municipality, Metis settlement or community service organization that is not operated for profit, for less than 2 consecutive hours of work, the employer must pay the employee for 2 hours of work at not less than the minimum wage to which the employee is entitled.”*

17.0.7 Where the University determines it necessary to change the schedule of an employee, either on a temporary or ongoing basis, the change shall be implemented on the basis of operational requirements.

17.0.8 When more than one shift schedule exists in a work area on an ongoing basis, an employee may request to be considered for the schedule change and such request shall not be unreasonably denied, subject to operational requirements.

17.0.9 Where the University requires that the scheduled shift of an employee be temporarily changed by more than one (1) hour, it shall provide seven (7) calendar days of notice of the change and such change shall not extend beyond fourteen (14) calendar days. Where a change is ongoing or affects an employee’s scheduled day(s) off, twenty-eight (28) calendar days of notice shall be provided.

17.0.10 If sufficient notice is not provided, overtime will be paid for one (1) entire shift for each week or partial week of required notice not given.

17.0.11 Where an emergency arises or other circumstances occur that are outside of the University’s control such as external event cancellation or seasonal game changes, the University may make temporary changes as required without notice to the employee. Such changes shall not remain in effect for more than fourteen (14) calendar days. This provision shall not be used repeatedly to circumvent the requirement for notice given under Article 17.0.9.

17.0.12 Overtime pay shall not apply where employees mutually agree to trade shifts or start/stop times and the University agrees to the change.

17.0.13 In operational areas requiring twenty-four (24) hour operations such as Security Services, if an employee actually works one (1) hour greater than their scheduled hours of work as a result of an adjustment in Daylight Savings Time, they shall be compensated that additional hour’s pay at their regular rate of pay. If an employee works one (1) hour less than their scheduled hours of work as a result of an adjustment in Daylight Savings Time, they shall be compensated for their normally scheduled shift length.

Article 18: REST AND MEAL BREAKS

- 18.0.1 Normally, an unpaid meal period of one (1) hour shall be granted at approximately mid-point in the employee's regular work day, the unpaid meal period may be reduced on a continuing basis to one-half (0.5) hour with mutual written agreement between the employee and their OOS Manager.
- 18.0.2 On rare occasions an employee may be required, in writing, by their OOS Manager to work through their scheduled unpaid meal period and be unable to leave their station of employ for the minimum one-half (0.5) hour. In such case, the employee shall be compensated for the missed unpaid meal period either through time off in lieu at a rate of one and one-half (1.5) times or paid at the applicable overtime pay rate.
- 18.0.3 Employees shall be permitted a paid rest period of fifteen (15) minutes during each scheduled work period of three and one-half (3.5) hours or more. Such time is to be taken in accordance with a schedule arranged with the OOS Manager. The general expectation is that one paid rest period of fifteen (15) minutes shall normally occur in the first half of the shift, and one in the latter half of the shift.
- 18.0.4 Notwithstanding Article 18.0.1, on shifts of less than five (5) hours duration, an unpaid meal break is not required to be provided. On work day shifts of five (5) hours to six (6) hours duration, the unpaid meal break may be waived by mutual agreement between the employee and their OOS Manager, with notice provided to Human Resources and the MSA. In such cases, the employee shall still be provided a paid rest period of fifteen (15) minutes duration at least once every two and one-half (2.5) hours.
- 18.0.5 Provided that no employee is required to work in excess of two and one-half (2.5) hours without a break, the timing of the unpaid meal break may be shifted from the mid-point of the work day by up to one and one-half (1.5) hours either way and both paid fifteen (15) minute breaks be taken consecutively in the mid-point of the longest portion of the shift by mutual written agreement between the OOS Manager and a minimum of seventy-five percent (75%) support of the group of affected employees. Where operationally required all affected employees' breaks will be adjusted accordingly.
- 18.0.6 Notwithstanding articles 18.0.1, 18.0.3, and 18.0.5, the timing of breaks in the Child Care Centre may be flexed to meet operational requirements of maintaining child care ratios, provided employees continue to have flexibility to have snacks or step out of the room appropriately and employment standards are being met.

Article 19: ALTERNATIVE WORK ARRANGEMENTS

19.0.1 Alternative hours of work may be implemented by mutual agreement of the OOS Manager and the employee(s). These arrangements are appropriate only where operations do not require routine and standardized hours of work. All positions of the same or similar requirements must be given equal consideration. Consideration of work events such as team meetings and core duties must be given when adjusting time or making appointments to ensure maximum participation in workplace activities.

19.1 Start and End Times

19.1.1 The Parties agree that for employees in some positions, flexibility around their start and end time provides the opportunity to meet personal needs while allowing the University to meet operational needs. The following considerations are required when implementing these arrangements:

- a) Employees must make a request to their OOS Manager to change their start and end time.
- b) Changes for specific reasons must be mutually agreed to at least one day in advance. Frequency of changes to start and end time must be limited to have consistency in the work unit.

19.2 Working from Home or Off Campus Work Requirements

19.2.1 This section applies to employees who work at home or at an off-campus work location (e.g. Recruiters). Decisions to approve requests to work from home will be made by the OOS Manager based on consideration of the nature of the work, the employee skill and capacity, supervision requirements, and providing fair and equal opportunity for employees in the work unit. All responsibilities and performance expectations will apply.

19.2.2 It is expected that the employee be available for work during normal business hours. However, the employee has the flexibility to structure the seven (7) hours of work within a daily 24 hour period provided that the employee receives prior approval from their OOS Manager. From time to time employees with work at home arrangements will be required to work on site due to operational requirements.

19.2.3 Working from home agreements will be jointly developed with the OOS Manager, Human Resources, and the MSA.



19.2.4 If a request for a working from home arrangement is denied by the OOS Manager, the employee may request, in writing, a formal meeting with their department Director, Dean or designate. A request for such a meeting shall not be unreasonably denied. Employee(s) shall be encouraged to seek assistance from MSA to support and facilitate discussion to resolve the concern.

19.2.5 Arrangements to work at home will be in writing and will outline the following provisions:

- a) Requirements to be on-site to meet operational needs.
- b) An employee will not be entitled to shift differential except when directed by the University to work during hours that qualify for shift differential.
- c) An employee will not be entitled to overtime payment except when directed by the University to work in excess of the normal hours of work as defined in Article 17.
- d) The University may visit the home office for business and inspection purposes; however, the employee will receive twenty-four (24) hours of notice or such shorter period as mandated by law in advance of such visits. Such visits will occur during normal business hours of the administrative offices of the University, except in cases of emergency.
- e) The employee will report all absences from work to their immediate OOS Manager or designate.
- f) It is understood that dependent care provisions will be in place during hours of work.
- g) Dates will be specified for review of each agreement, at least annually.

19.2.6 Occasional arrangements to work at home may occur without a formal agreement and with mutual agreement with the OOS Manager and may occur on an infrequent basis to meet either operational or employee needs.

Article 20: STATUTORY HOLIDAYS

20.0.1 The following days shall be observed as statutory holidays:

New Year's Day	Labour Day
Family Day	Thanksgiving Day
Good Friday	Remembrance Day
Easter Monday	Christmas Day
Victoria Day	Boxing Day
Canada Day	Christmas Floater Holidays (3)
Civic Holiday in August	

and such other holidays as may be declared from time to time by the Lieutenant Governor or Governor General in council to be observed by the citizens of the Province of Alberta.

20.0.2 In the event that any of the statutory holidays fall upon a Saturday or Sunday, the University will designate the holiday the next following Monday or as otherwise declared for employees of the Government of the Province of Alberta. In the event that an employee is scheduled to work both the date of the holiday and the date observed by the University, the employee will only receive the statutory holiday pay for one of the days.

20.0.3 The dates designated for Christmas floater holidays will be at the discretion of the University.

20.0.4 The University will consider the addition of optional general holidays when introduced by the provincial government.

20.0.5 When a statutory holiday falls on a day that would otherwise be an employee's regularly scheduled day off, the employee shall receive an alternate day off. Where such alternate day off cannot be arranged within one (1) month of the holiday, the employee shall receive one (1) day's pay at the employee's basic rate of pay in lieu of the holiday.

20.0.6 Leave for religious holidays or ceremonial events may be taken as paid personal leave days in accordance with Article 35.2 or granted without pay according to the approval provisions of Article 36.

20.0.7 To be eligible for statutory holiday benefits, an employee must be actively at work or on an approved leave on their last scheduled working day preceding and their first scheduled working day following the statutory holiday as observed by the University.

20.0.8 Employees shall be paid at one and one-half (1.5) times their regular rate for all hours worked on the Statutory Holiday plus;

- a) one (1) day's pay at their regular rate of pay; or
- b) at the employee's request, an additional day off with pay at their regular rate of pay at a time mutually agreeable to the employee and the appropriate OOS Manager. Where such alternate day off cannot be arranged within one (1) month of the holiday, the employee shall receive one (1) day's pay at their regular rate of pay in lieu of the holiday.

20.1 Specific to Other Than Full-Time Employees

- 20.1.1 Part-time Continuing, part-time Recurring Term, and part-time Non-Recurring employees shall be eligible for statutory holiday pay as per Article 20.0.8 when they are regularly scheduled to work on the date of the holiday, or the date observed by the University. In the event that an employee is scheduled to work both, the employee will only receive the statutory holiday pay for one of the days. These employees shall not be eligible for statutory holiday pay when they are not regularly scheduled to work on the date of the holiday.
- 20.1.2 For employees holding Casual appointments - statutory holiday pay at the rate of five percent (5%) of gross regular earnings.
- 20.1.3 Casual employees who work on the Christmas Floater holidays referred to in Articles 20.0.1 and 20.0.3 shall not be eligible for statutory holiday pay.

Article 21: SALARY ADMINISTRATION

- 21.0.1 The University shall pay salaries and wages bi-weekly to employees covered by this Agreement in accordance with the attached schedule.
- 21.0.2 On or prior to each payday, each employee shall be provided with an itemized statement of their earnings and deductions, which can be accessed electronically in the employee portal.
- 21.0.3 An overpayment made to an employee as a result of an error on the part of the University shall be recovered for a prior maximum period of six (6) months in a manner that is reasonable under the circumstances.
- 21.0.4 In the event that such overpayment exceeds fifty dollars (\$50) and no mutually acceptable arrangement for repayment can be reached, then the period of time during which the overpayment is recovered from the employee's salary shall equal the amount of time during which the total overpayment was accumulated, as long as this meets the requirements set by Employment Standards and the Canada Revenue Agency.
- 21.0.5 The Parties agree that the following positions in Residence Services include live-in accommodation as part, or all, of the position's compensation:

- a) Student Residence Assistants
- b) Sr. Residence Assistants
- c) Residence Life Supervisor (See Article 24.0.7)
- d) Residence Life Coordinators (See Article 24.0.7)

Such accommodation may be provided at no cost to the employee but shall be considered a taxable benefit as determined by Canada Revenue Agency, and MSA dues shall be remitted. The amount of the taxable benefit is not negotiable between the Parties to this Agreement.

21.0.6 Casual employees hired to perform work that is paid for a quantity of output rather than for a fixed unit of time (e.g. hourly) may be paid on a “piece rate” negotiated with MSA.

## 21.1 Grid Placement

- 21.1.1 Upon hire, employees will normally be placed at step one (1) of the appropriate salary band for the position, or up to step five (5) for directly related experience in the past five (5) years, as determined by the OOS hiring Manager in consultation with Human Resources. Prior to approval of requests to hire above step five (5), an evaluation of market comparators of equivalent roles in the same job with similar-sized public-sector organizations shall be conducted in collaboration with the Joint Consultation Committee to determine whether the assigned pay band for the position is appropriate. Placement above the range specified will be determined through Joint Consultation and formalized in writing.
- 21.1.2 Upon promotion through a posted competition or through position reclassification, a current employee shall be placed on the band appropriate to their new position. Placement in the new pay band shall be:
  - a) the lowest step that provides at least a six percent (6%) increase or;
  - b) if applicable, up to step five (5) as determined by the OOS hiring Manager in consultation with Human Resources for directly related experience in the past five (5) years.
- 21.1.3 The employee’s anniversary date will be adjusted to the effective date of the change.
- 21.1.4 Upon promotion through a posted competition or through position reclassification to a higher salary band, any increment due in the current position within the next six (6) months shall be applied prior to placement on the new band as per Article 21.1.2. Any additional increments are subject to Article 21.3.

21.2 Increments

21.2.1 Increments shall normally be granted upon the completion of 1,820 regular hours in that position, excluding unpaid leaves of absences as per Article 36.

21.3 Increments and Performance

21.3.1 The granting of increments may be adjusted based on performance, following documented Workforce Engagement conversations as per Article 32. Written rationale must be provided by the OOS Manager to Human Resources, with a copy to the MSA.

21.3.2 In cases of outstanding performance, an additional increment may be granted in any twelve (12) month period.

21.3.3 In cases of less than satisfactory performance, an increment may be withheld as a part of progressive discipline under Article 43.

21.4 Long Service Increment

21.4.1 The Long Service Increment is a one-time adjustment for employees who have five (5) years of continuous service (9,100 accumulated hours) and who have been at the top step of the salary grid for two (2) consecutive years (3,640 accumulated hours) a \$0.75 per hour increase will be provided.

Article 22: OVERTIME AND PREMIUMS

22.0.1 Employees may be required to work hours in excess of the normal hours of work. Such hours shall be considered overtime and must be authorized by the appropriate OOS Manager, or their designee, in advance of such time being worked.

22.0.2 All time worked in excess of the normal work day, regular work week, or on a regularly scheduled day off, shall be considered overtime.

22.0.3 Notwithstanding any other provision of Article 22, an employee who is granted a Casual appointment (in a different job), in addition to their regular full-time or part-time appointment, shall have their hours in their Casual appointment considered for the purpose of calculating overtime entitlement. Hours worked in the Casual appointment beyond the legislated limits (8 hours per day, 44 hours per week) will result in overtime.

22.1 Overtime

22.1.1 On a normal work day – Employees shall be compensated for all time worked in excess of the regular work day at the rate of one and one-half (1.5) times their regular rate of pay.

- 22.1.2 On a normally scheduled day off – Employees shall be paid one and one-half (1.5) times their regular rate for all hours worked on a regular scheduled day off.
- 22.1.3 On a Statutory Holiday – Where an employee works overtime on a Statutory Holiday, the Statutory Holiday pay as outlined in Article 20 shall not apply for the overtime hours worked on the Statutory Holiday. Pay for overtime worked on a Statutory Holiday shall be paid at a rate of two (2) times the employee's rate of pay.
- 22.1.4 During a normal work week – Employees shall be compensated for all time worked in excess of a regular work week at the rate of one and one-half (1.5) times their regular rate of pay.
- 22.1.5 Overtime entitlements earned under Article 22 shall not be cumulative so as to provide for the payment of more than one and one-half (1.5) times or two (2) times the employee's regular rate of pay, whichever applies, for any overtime worked.
- 22.1.6 Employees, except Casuals and Student Casuals, may, by way of mutual agreement with the appropriate OOS Manager, bank their overtime to be taken as one and one-half (1.5) hours off with pay at a later date for each hour of overtime worked. Such agreements made to bank overtime shall only be changed by mutual agreement between the appropriate OOS Manager and the employee.
- 22.1.7 The use of banked overtime shall be scheduled between the employee and the OOS Manager subject to operational needs within the following limits:
  - a) If a mutually acceptable schedule for taking banked time is not agreed upon, the employee shall have the option to have all banked time paid out at the applicable overtime rate. Requests for such payout of banked overtime will be in writing and may occur twice per year for the pay periods prior to June 30 and December 31.
  - b) All banked time in excess of thirty-five (35) hours shall be paid out on the last pay date ending in March of each year, unless otherwise agreed upon in writing between the employee and OOS Manager.

Article 23: OVERTIME AVERAGING AGREEMENTS

- 23.0.1 All overtime must be compensated at the applicable overtime rate specified in Article 22 unless an overtime agreement has been formalized between the Parties. An overtime agreement allows the University to schedule an employee, or group of employees, to work hours in excess of regular hours as specified in Articles 17.0.1 and 17.0.3 to be banked and subsequently taken off with regular pay. For every hour of overtime worked under these agreements, one hour may be compensated.
- 23.0.2 Overtime agreements will be reviewed by the Parties on an annual basis.

23.0.3 Following the formalization of an overtime agreement between the Parties, the University must give each affected employee a minimum of fourteen (14) calendar days' written notice before the averaging agreement comes into effect, or at time of hire, unless the Parties agree otherwise.

23.0.4 Overtime averaging agreements must specify the following components:

- a) names of the employee(s) covered by the agreement;
- b) the daily and weekly thresholds that will be in effect with respect to averaging and/or the payment of overtime;
- c) an averaging time period not exceeding one hundred and twenty (120) days during which time overtime hours will be averaged and paid at regular rate of pay;
- d) the maximum bank that can be accumulated under the agreement;
- e) the application of shift differential, if applicable;
- f) the process for scheduling time off in lieu of banked time, if different than the Collective Agreement, and;
- g) the notice time required for the agreement to be terminated by either Party.

23.0.5 Time in excess of the overtime agreement, or at the termination of the agreement, will be banked or paid out at the applicable overtime rate in accordance with Article 22.1.

23.0.6 Amendment or termination of each overtime agreement shall require a minimum written notice of fourteen (14) days, or longer as specified in each agreement, initiated by either of the Parties.

Article 24: ON-CALL

24.0.1 On-call is defined as a period of time, outside of an employee's regularly scheduled work hours, during which the University designates an employee to be, if so required, immediately available to return to work.

24.0.2 Work units that require employees to be on-call will develop and post an on-call schedule at least six (6) weeks in advance. Reasonable attempts shall be made to develop the on-call schedule to have an equitable distribution between those employees in the work unit who are qualified, able and willing to be on-call. Employees shall not unreasonably refuse to be placed on the on-call schedule.

- 24.0.3 An employee shall not normally be designated to be on-call on two (2) consecutive weekends where other qualified staff are available.
- 24.0.4 An employee shall not be on-call when they are on vacation or on a sick leave or other leave of absence.
- 24.0.5 On regularly scheduled work days the employee shall be compensated the amount of one and one-half (1.5) hours at their regular rate of pay for each twenty-four (24) hour period on-call.
- 24.0.6 On regularly scheduled days off, including Statutory Holidays, the employee shall be compensated the amount of three (3) hours at their regular rate of pay for each twenty-four (24) hour period on-call.
- 24.0.7 For Residence Life Supervisors and Residence Life Coordinators where living in the University Residence is a job requirement and who are required to work an on-call schedule, provision of free rent as a taxable-benefit shall be considered in-lieu of compensation for On-Call Pay as specified by Articles 24.0.5 and 24.0.6. Additionally, the 3-hour minimum requirement for Call Back pay under Article 25.0.2 is waived.

Article 25: CALL BACK

- 25.0.1 Except in emergency situations or when the designated on-call employee is unavailable, employees shall not be called back unless they are the designated employee on the schedule.
- 25.0.2 For positions except those referenced in Article 24.0.7, when an employee is called back to work outside of their normal working hours during the period in which they were on-call, they shall be compensated for a minimum of three (3) hours pay at one and one-half (1.5) times, or the applicable overtime rate for actual hours worked during such call back inclusive of travel time, whichever is greater.
- 25.0.3 When a call back forms a continuous period with the staff member's normal working hours:
  - a) their normal working hours shall not be reduced as a result of the call back,
  - b) the minimum three (3) hours shall not apply, and
  - c) the applicable overtime rate of pay shall apply to the call back hours worked.



25.0.4 Whether or not an employee is required to attend to the job site, when an employee who is scheduled to be on-call spends time on the telephone to resolve a work-related issue, they shall be paid the appropriate overtime rate of pay in fifteen (15) minute increments (rounded up to the nearest fifteen (15) minute increment) for time spent on the telephone and documenting calls.

Article 26: SHIFT PREMIUMS

26.0.1 Shift premium shall be paid at one dollar and thirty cents (\$1.30) per hour on all hours worked from 5:00 P.M. to 7:00 A.M.

26.0.2 Article 26 shall not apply to employees eligible for overtime payment under Article 22 nor employees eligible for on-call or call-back payment under Articles 24 and 25.

26.0.3 Article 26 shall apply to employees working on statutory holidays under Article 20.0.8.

Article 27: POSITION EVALUATION

27.0.1 Each position shall have a current position description and be assigned to a job family and level within the job family framework. Each employee shall receive a copy of their current position description from their OOS Manager.

27.0.2 The Parties agree that employees will not regularly be assigned higher-level responsibilities than is identified in their job description without appropriate compensation.

27.0.3 Unless restricted under Article 27.6, when either the University or an employee believes that the duties or responsibilities of the job more closely match the benchmark descriptors of a different pay band, or significantly differ from the position description, they may initiate a position review. MSA shall be notified of University-initiated reclassifications of unencumbered positions.

27.1 Position Creation

27.1.1 The following process for position creation shall be followed:

- a) The OOS Manager will develop a position description in consultation with Human Resources, with consideration to maintain consistency within the bargaining unit.
- b) The position description will be evaluated in accordance with Article 27.3.1.

- c) Prior to the position being posted, the position description signed by the OOS Manager and Human Resources, and the evaluation decision will be forwarded to MSA. Disputes involving newly created, unencumbered positions will be limited to the evaluation decision.

## 27.2 Position Review

27.2.1 The following process for position review shall be followed:

- a) The OOS Manager and the employee will discuss the work requirements relative to the position description annually as part of Workforce Engagement conversations.
- b) If the OOS Manager agrees that differences are observed between the work being performed and the duties outlined, the OOS Manager will revise the position description in consultation with Human Resources, considering input from potentially impacted employees performing the work. A copy of the revised position description will be provided to all affected employees.
- c) If the position description is agreed upon, both the OOS Manager and the employee(s) will sign the document and forward it to Human Resources for position evaluation. A copy of the position description will be forwarded to MSA.
- d) If either the manager or the affected employee(s) believe that their position description does not accurately reflect the job duties, either party may enlist the assistance of both MSA and Human Resources in writing to resolve the differences. Disputes at this stage will be limited to whether the position description reflects the level of job function and competency, interpersonal skill, mental effort, decision making, education and leadership required to perform the work.
- e) If the Parties cannot reach agreement, either party may forward the disputed items through the Dispute Resolution Process under Article 48.
- f) A disputed position description shall be considered ready for position evaluation once it has been signed by the appropriate OOS Manager, the affected employee(s), Human Resources and MSA.

27.3 Evaluation by Human Resources

27.3.1 Upon receipt of the completed position description, Human Resources will evaluate its classification to an appropriate salary band in accordance with the mutually agreed upon job family framework, market comparators, and bargaining unit consistency. At any point during the evaluation, Human Resources may consult with the MSA with respect to the findings.

27.3.2 Human Resources will provide a written decision letter to the employee and OOS Manager within ninety (90) calendar days from receipt of the completed position description form. The MSA will be provided with a copy of the rationale for the decision, including information on the job family selected and the benchmarks considered in the decision. To ensure appeal timelines are not hindered, the above information will be issued simultaneously.

27.4 Position Evaluation Effective Date

27.4.1 Any adjustment to the employee's salary shall be retroactive to the date Human Resources either received the completed position description form, or was notified in writing to assist in resolving a dispute involving job duties under Article 27.2.1(d), whichever is earlier.

27.5 Position Evaluation Appeals

27.5.1 An employee who disagrees with the evaluation decision made by Human Resources may contact MSA to initiate an appeal through the Dispute Resolution Process. For dispute resolution regarding evaluation decisions, position descriptions that have been signed by the appropriate OOS Manager, the affected employees, HR and MSA shall be relied upon to accurately reflect the work being performed. Position descriptions which have only been signed by the OOS Manager and the affected employees may be subject to review by the Parties.

27.6 Restriction from Further Review and Appeal

27.6.1 Following resolution of the matter, either through acceptance of Human Resources' decision above, or following an Arbitrator's decision under the Dispute Resolution Process as per Article 48.5, any further related action cannot be initiated for twelve (12) months from the date MSA received the decision, unless there is mutual agreement between the Parties to do so.

Article 28: TRANSFERS

28.0.1 An employee may apply through open competition for any posting within the University and if they are the successful candidate, such change shall be actioned as a transfer. The employee shall not be required to submit a letter of resignation.

- 28.0.2 Term appointments of bargaining unit employees to a position within the bargaining unit shall be actioned as transfer. Temporary appointments outside the bargaining unit shall be actioned as secondments.
- 28.0.3 A Continuing employee selected for a Term position shall continue to be treated as a Continuing employee during the transfer. At the conclusion of the term, or at the end of any extension, the employee shall be entitled to return to their Continuing position.
- 28.0.4 The OOS hiring Manager, in consultation with Human Resources, shall be responsible for coordinating the timing of the transfer with the previous OOS Manager. They shall consider:

- a) The best interest of the employee for a timely and smooth transition, and
- b) Business requirements.

## 28.1 Trial Period

28.1.1 Upon transfer to a higher classified position, an employee shall serve a trial period of six (6) months. During the trial period, an employee shall receive:

- a) Reasonable orientation and initial training,
- b) General performance related feedback, and
- c) Specific Workforce Engagement (“WE”) conversations in accordance with Article 32.

28.1.2 If an employee transfers to a higher classified position during their probationary period, then the employee shall immediately begin a trial period at the conclusion of the probationary period.

## 28.2 Reversion

28.2.1 The employee shall be returned to their former position under the following circumstances:

- a) If the employee proves unsatisfactory in a position during the trial period, or
- b) If the employee determines they are unable to perform the duties of the new position, and
- c) the former position has not been offered to another person on a continuing basis.

- 28.2.2 If the position has been offered to another person on a continuing basis, or the position is not available, the OOS Manager shall make every reasonable effort to reassign the employee to a position in which they are qualified and capable of performing.
- 28.2.3 When the University has initiated the reversion under Article 28.2.1 and is unable to effect a reassignment which is mutually agreeable under Article 28.2.2, the employee may have their employment terminated upon notice in accordance with Article 46, or three (3) months of notice, whichever is greater, or payment of salary in lieu of notice, or a combination thereof.
- 28.2.4 Where the employee has initiated the reversion and the University is unable to effect a reassignment which is mutually agreeable, the employee may choose to continue in their current position or have their employment terminated with three (3) months of notice or payment of salary in lieu of notice or a combination thereof.
- 28.2.5 An employee's anniversary date shall remain unchanged as a result of a reversion.

Article 29: POSITION ADJUSTMENTS

- 29.0.1 MSA recognizes the University's right to organize the workforce and make determinations for efficient operation of the University as required, subject to the terms of this Agreement.
- 29.0.2 Transfer to a position within the same salary band is considered a lateral transfer and there will be no adjustment to compensation and the employee's anniversary date shall not be changed as a result.
- 29.0.3 Upon reclassification or non-disciplinary reassignment that results in placement in a lower pay band, the employee shall be offered the position with the following options:
  - a) Reassignment with their salary maintained at their existing rate for twenty-four (24) months from the effective date of the change, or until such time as the applicable salary rate in the new pay band equals or surpasses their existing salary rate.
  - i) If the rate after twenty-four (24) months still exceeds the maximum pay step on the appropriate pay band, the employee's rate will be reduced on a gradual basis by a maximum of five percent (5%) per year effective the beginning of the next fiscal year (April 1) until the salary rate is at the maximum of the applicable salary band, or;

- b) Abolishment of the previous position with severance in accordance with Article 46. The employer will not be restricted from rehiring a different employee to the new downgraded position under these circumstances.

29.0.4 In the case of jurisdictional change into the bargaining unit, the following will apply:

- a) At the time of the transition an increase of 1.2% will be applied to all salary rates to account for dues deduction, unless the transition into the bargaining unit results in an increase greater than 1.2%.
- b) If their current salary exceeds the top step of the appropriate pay band, employees will not be assigned a pay band. The adjusted salary rate will be red-circled at the rate which includes the 1.2% increase. All positions transitioned and not assigned to a pay band will be evaluated and assigned to a pay band during the red-circle time period. If a comparable pay band does not already exist in the Collective Agreement, the Parties will strive to negotiate an appropriate resolution as per Article 48 Dispute Resolution Process.
- c) If required after twenty-four (24) months, the provisions of Article 29.0.3(a)(i) apply.

29.0.5 In all cases, Human Resources and the department management will provide supporting rationale to MSA and the agreed salary treatment shall be appropriately documented between the Parties.

29.0.6 A change of position status (e.g. Continuing to Term, full-time to part-time, etc.) shall be considered a substantive change in employment terms and conditions and the employee will be offered their choice of the new position or Article 46 lay-off provisions.

## 29.1 Reporting Change

29.1.1 In the event of a change to the reporting structure of bargaining unit employees, the University will notify MSA prior to notification to affected employees.

## 29.2 Reassignment

29.2.1 Article 29.2 applies to Continuing employees.

29.2.2 The University may reassign employees to positions which they are qualified to perform in their same classification, pay band, and status (e.g. full-time Continuing) as required for operational needs, as well as designate whether the reassignment is either compulsory or voluntary. The Parties agree to discuss any substantive changes that may result.

- 29.2.3 The University will notify MSA prior to the reassignment discussions with an affected employee.
- 29.2.4 The salary rate and anniversary date of an employee will not be changed upon reassignment. The reassigned employee will not be required to serve a trial period in the new position.
- 29.2.5 If an employee rejects a compulsory reassignment to a comparable position, except when it is specifically offered by the University as an option due to position abolishment, the employee is effectively resigning from their employment and the provisions specified in Article 46 do not apply.

### 29.3 Acting Appointments

- 29.3.1 An Acting appointment will occur when an individual is temporarily assigned by the appropriate OOS Manager to assume the full responsibilities of a higher classification. During the assignment, the employee will vacate their original position. Such employee shall remain under the terms of this Agreement.
- 29.3.2 Normally, acting appointment opportunities for covering short notice leaves will be shared on the Internal MacEwan portal or communicated within the department for submission of expressions of interest. Acting appointments created due to planned leaves will be posted following the provisions of Article 14.0.2.
- 29.3.3 The employee shall be paid within the salary range for the higher classification in accordance with Articles 21.1.2 and 21.1.3. Adjustments to increments will occur as per Article 29.3.7. Increments will not be applied to the acting appointment.
- 29.3.4 The Acting appointment shall not exceed eighteen (18) months.
- 29.3.5 An employee who is assigned to an Acting position shall be guaranteed the option of returning to a position at the same level as the one vacated.
- 29.3.6 An employee may be returned to their regular position prior to the anticipated end of their Acting appointment with one (1) month of notice.
- 29.3.7 An employee who has been serving in an Acting position and returns to their regular position shall have their salary adjusted to that which would have been in effect if they had continuously occupied the original position.
- 29.3.8 Holding an Acting appointment will not grant any special rights or preference in a subsequent open competition for the position held on an Acting basis if and when it is to be filled on an ongoing basis.
- 29.3.9 An employee shall be entitled to refuse an Acting appointment without jeopardizing their current employment.

#### 29.4 Additional Responsibility Assignment

- 29.4.1 An “Additional Responsibility” assignment will occur when an individual is requested by the appropriate OOS Manager to assume specific additional responsibilities from a higher classification, and the individual accepts such an assignment. The employee will continue to carry out the majority of the duties within their existing classification during the period of assignment.
- 29.4.2 Additional Responsibility assignment shall not replace the formal reclassification of a position or be used during the time period while awaiting reclassification of a position.
- 29.4.3 An Additional Responsibility assignment shall not exceed one hundred twenty (120) calendar days. In a situation where an extension to the assignment is desired, a request shall be made to Human Resources with details for the reason of the extension. Human Resources will consult with MSA prior to the approval of any extension.
- 29.4.4 The minimum period of assignment of additional responsibility must exceed one (1) combined day per week and be expected to be longer than two (2) weeks in duration. Where these conditions are met, all scheduled shifts shall be eligible for Additional Responsibility pay. An employee’s Additional Responsibility assignment shall not be broken into periods of five (5) days or less for the purpose of circumventing this provision. Additional Responsibility assignments shall not be used instead of appropriate creation and evaluation of new positions.
- 29.4.5 An employee assigned additional responsibilities from a higher level in-scope classification shall receive a premium of three percent (3%) above their existing rate of pay for all hours worked for each pay band that the work is above their existing band, to a maximum of two (2) bands. An employee assigned additional responsibilities from a higher level OOS classification shall receive a premium of five percent (5%) above their existing rate for all hours worked.
- 29.4.6 Additional volume of workload within the same pay band shall normally not be awarded Additional Responsibility pay but may be referred to Joint Consultation to discuss workload concerns as per Article 31.
- 29.4.7 An employee may be removed without notice from an Additional Responsibility assignment.

#### Article 30: SECONDMENT TO NON-BARGAINING UNIT POSITIONS

- 30.0.1 Secondments allow the University to access existing employee skill sets in order to address temporary project needs or special requirements in OOS positions, while providing developmental opportunities to bargaining unit employees.



- 30.0.2 Secondments shall be by appointment. Employees within the immediate work area, who would be considered reasonably qualified, will be informed of the opportunity and allowed to express interest in the secondment. The selection shall be at the sole discretion of the University, subject to the agreement of the candidate.
- 30.0.3 A Continuing employee selected for a secondment shall continue to be treated as a Continuing employee during the secondment. At the conclusion of the secondment, or at the end of any extension, the employee shall be entitled to return to their Continuing position.
- 30.0.4 In a secondment of less than one (1) year, a Continuing employee shall serve a trial period of twenty (20) working days in the secondment. In a secondment of one (1) year or more, a Continuing employee shall serve a trial period of sixty (60) working days. During the trial period either the University or the employee may elect to discontinue the secondment and the employee will return to their Continuing position.
- 30.0.5 Rates of pay and other conditions of employment will be established on the basis of the classification of the position seconded to.
- 30.0.6 Upon the employee's return to the Continuing position, the employee's salary will immediately return to the rate of pay the employee previously held, subject to any increases that would have otherwise occurred. An employee's anniversary date, for the purposes of qualifying for an increment, shall not be changed as a result of the secondment.
- 30.0.7 Articles 30, 43, 44, 45, 46, and 48 apply to an employee during the term of the secondment. The MSA agrees that it has no standing to negotiate terms and conditions of the OOS position that the employee is being seconded into. MSA dues shall continue to be deducted and remitted during the time of secondment based on the salary of the employee's bargaining unit position from which they were seconded.
- 30.0.8 MSA shall be notified in writing of the names of all employees being seconded to non-bargaining unit positions, and the effective date and duration of the secondment.

Article 31: WORKLOAD

- 31.0.1 The Parties recognize the importance of regular discussions regarding the manageability of workloads. Workload may be impacted by numerous factors, which may include but are not limited to seasonality, surge periods, staff shortage and increased demands, process improvements, reorganization, or shifting priorities.

- a) Where an employee or group of employees is concerned that they cannot complete daily assignments or meet their OOS Manager's expectations regarding their work obligations, the employee may request a Workforce Engagement conversation with a specific focus on workload concerns. A request for a workload discussion shall be submitted directly to the OOS Manager who shall meet with the employee or group of employees within fifteen (15) working days to discuss workload concerns.
- b) The OOS Manager shall conduct a workload analysis and provide the resolution in writing to the employee(s). Options for resolution may include work redistribution, process improvements, resource allocation, and building additional capacity amongst any other relevant considerations. Any resolution as part of a workload review will include follow-up for the first three (3) months to assess whether the resolution adequately addresses the concern(s) raised.
- c) If the workload concern remains unresolved, the employee may request, in writing, a formal meeting with their department Director, Dean, or designate. A request for such a meeting shall not be unreasonably denied. Employee(s) shall be encouraged to seek assistance from MSA to support and facilitate discussion to resolve the concern.
- d) The Director, Dean, or designate shall review the workload analysis and resolution and explore whether other resolutions exist.
- e) Should the matter not be resolved, or the measures put in place not adequately address the workload concerns within three (3) months, the employee(s) may submit their concerns to MSA for Joint Consultation between Human Resources and MSA as per Article 9 of the Collective Agreement.
- f) If the matter is still not resolved, MSA may advance the matter through dispute resolution in accordance with Article 48 of the Collective Agreement.

Article 32: WORKFORCE ENGAGEMENT ("WE" Conversations)

- 32.0.1 The Parties support an engaged, accountable, and productive workforce. To meet this goal, we agree to implement the following process for ensuring communication on a regular and ongoing basis between the employee and manager(s). The in-scope manager and the OOS Manager will both play a role in the communication process. The purpose is to recognize an employee's achievements and foster growth in the current position and prepare for future positions at the University.

- 32.0.2 Regular and ongoing conversations are encouraged and may be initiated by either the employee or the manager. The process includes a minimum of two focused conversations per year with the OOS Manager for all positions in the bargaining unit, as well as at the midpoint and end of the probationary period.
- 32.0.3 The initial conversation will be the opportunity to set the expectations for future conversations. The role of the in-scope manager as the functional supervisor is to have more frequent and regular conversations with team members, and to contribute to the bi-annual conversations with the OOS Manager. For some positions, employees may be required to complete an annual report at the end of the fiscal year. These positions will be identified by the level and complexity of the work. At least one focused conversation must be completed before discussion of the annual report.
- 32.0.4 The focused conversations will include and be guided by standard concepts such as:
- a) Recognition of achievements since the last meeting,
  - b) Knowledge gained since the last meeting,
  - c) Goals at both the individual and department level for the next period,
  - d) Requirements to be able to be effective in achieving goals such as professional development opportunities, support from manager(s), etc.,
  - e) Specific concerns that the employee has about their work,
  - f) Discussions will be documented during or after the conversation so both the manager and employee can refer to what was discussed.
  - g) The date of the conversation will be entered into the system dedicated to the Workforce Engagement program for tracking purposes.

Article 33: STAFF DEVELOPMENT

- 33.0.1 Employees completing training that is required by the University shall be compensated for the hours during training at the regular rate of pay, and time coded in the system as 'Professional Development Leave'.

33.1 Career Development Training

- 33.1.1 Bargaining unit employees are eligible for staff development assistance according to the provisions of the Career Development Fund.
- 33.1.2 In administering the Career Development Fund, the University shall ensure:
- a) MSA members are provided equitable access to available funds.

- b) Flexibility is provided to members in their selection of professional development opportunities, provided it meets the general objectives of enhancing job enrichment, transfer and/or promotional opportunities.
- c) Approved attendance at professional development activities using the Career Development fund will be time coded as 'Professional Development Leave'.
- d) The Parties recognize that it is not intended for the funding provided through the Career Development Fund to be used for University-required training and/or certification.

### 33.2 Access to Learning

- 33.2.1 Support for learning activities provided through other programs (e.g. Access to Learning, etc.) shall be provided according to applicable University policy and programs.

### 33.3 In-Service Training

- 33.3.1 The University will transfer \$25,000 to MSA on an annual basis to support the MSA's administration of an In-Service training program for bargaining unit employees.
- 33.3.2 The Terms of Reference for the administration and use of these funds shall be jointly developed between the Parties. The MSA Professional Development Committee will administer this In-Service program in accordance with the Terms of Reference to supplement the broader Learning and Development programs administered by the University for bargaining unit employees. A representative of Human Resources shall be informed of MSA Professional Development Committee meetings and welcomed to attend and provide input and consultation to facilitate complementary objectives.
- 33.3.3 MSA will provide annual financial reporting of fund utilization to Human Resources.

### 33.4 Experiential Learning Opportunities

- 33.4.1 In addition to training, the University is committed to supporting ongoing Experiential Learning for existing employees to assist them to advance along a successive path of positions with incrementally increasing responsibility. Whenever possible, the University will facilitate opportunities for training & development using a range of developmental assignments, additional responsibility assignments, acting appointments and secondments to non-bargaining unit positions. The intent is for employees to have access to new and challenging work assignments with the security to return to their original position.

- a) Opportunities will be advertised through the internal MacEwan portal as “Experiential Learning Opportunities”.
- b) Employees will discuss their interest in training and development opportunities with their current supervisor during Workforce Engagement conversations. Supervisors will encourage employees to pursue Experiential Learning Opportunities that suit the employee’s skills, abilities, or interests.
- c) Interested employees will respond by submitting an application for the opportunity.
- d) Selection of the successful candidate will be based on factors related to skills, abilities, suitability to the particular role, as well as the individual career path and interests of the employee. Preference may be given to employees within the work unit where the Experiential Learning Opportunity exists.
- e) Eligibility for additional responsibility premium as per Article 29.4, and duration of assignment shall be determined in consultation with Human Resources and communicated in writing to the employee with a copy to MSA prior to commencement.
- f) The OOS Managers of both work units will liaise to ensure that the opportunity will be a good fit. The OOS Managers will coordinate the transitions in consultation with Human Resources considering the best interests of the employee and the business requirements. Throughout the developmental assignment, the employee will be provided with training goals and objectives and regular feedback, including Workforce Engagement conversations. The hosting work unit will also complete a mid-term evaluation, as well as a final outcomes report.

Article 34: VACATION

34.0.1 Employees holding full-time Continuing appointments shall accrue vacation credits, and employees holding full-time Recurring Term appointments will be paid the equivalent percentage as vacation pay based on the following vacation entitlements:

- a) Up to the end of three (3) years of service – fifteen (15) working days annually.
- b) From the beginning of the fourth (4th) to the end of the ninth (9th) year of service – twenty (20) working days annually.

- c) From the beginning of the tenth (10th) to the end of the fifteenth (15th) year of service – twenty-five (25) working days annually.
  - d) In the sixteenth (16th) and subsequent year of service – thirty (30) working days annually.
- 34.0.2 A part-time Continuing employee's annual vacation credits shall be based on the percentage of completed full-time equivalent paid hours (e.g. 1,820).
- 34.0.3 Employees holding full-time Non-Recurring Term appointments of one (1) year or more, or full-time Replacement Term appointments of one (1) year or more, shall accrue vacation entitlements as per Article 34.0.1 pro-rated to the term of the appointment. Term appointments shall accrue vacation credits.
- 34.0.4 Employees other than specified in Article 34.0.1 and Article 34.0.3 shall earn vacation pay as follows:
  - a) Employees with four (4) or less years of continuous service shall earn vacation pay at the rate of four percent (4%) of gross regular earnings. Article 34.0.6 shall not be applicable.
  - b) Employees with more than four (4) years of continuous service shall earn vacation pay at the rate of six percent (6%) of gross regular earnings. Article 34.0.6 shall not be applicable.
- 34.0.5 Employees holding Term appointments of greater than one (1) year or Continuing appointments shall have any previous periods greater than one (1) year of MacEwan employment considered when establishing rates of vacation entitlement.
- 34.0.6 For the purpose of establishing the appropriate vacation entitlement under this provision, a year of service shall be calculated on the basis of 1,820 paid hours.
- 34.0.7 Employees shall earn vacation credits at the appropriate rate immediately upon hire and up to the date of termination. Determination of the rate of accrual of vacation entitlement will be made on each employee's anniversary date.
- 34.0.8 An employee shall earn vacation credits while on paid sick and vacation leave.
- 34.0.9 Employees shall not earn vacation credits:
  - a) During periods of approved unpaid leave of absence under Article 36;
  - b) Following ninety (90) days during which the employee is in receipt of Workers' Compensation Benefits; or

c) While in receipt of STD and LTD;

however, for the purpose of determining vacation accrual rates as set out in Article 34.0.1, absences due to parental leave, disability leave, or compassionate care leave shall be included in years of service calculation.

34.0.10 Upon the approval of the appropriate OOS Manager, vacation credits to a maximum of ten (10) days may be utilized prior to the accrual of such credits. In the event that an employee leaves their employment and has taken unearned vacation credits, they shall repay the University for those days outstanding at the time of separation, in a manner suitable to the University.

34.0.11 If a Statutory Holiday as defined under Article 20.0.1 falls during an employee's vacation, such day shall be paid as a Statutory Holiday and shall not reduce the employee's vacation credits.

34.0.12 Employees holding Continuing appointments who resign with proper notice or whose employment is terminated shall receive vacation pay at the regular rates of pay in effect at such time, in lieu of said vacation earned but not taken.

34.0.13 If an employee terminates their employment or has their employment terminated while on probation, vacation pay at the rate of four percent (4%) of earnings since the date of appointment, shall be paid in full settlement of any and all claims for such benefits.

#### 34.1 Vacation Scheduling and Planning

34.1.1 Employees should submit their vacation requests for at least fifty percent (50%) of their vacation entitlement in writing to their OOS Manager as early as possible in the calendar year. The OOS Manager shall utilize a fair system of scheduling and prioritizing vacation leaves between employees. For vacation requests received prior to March 15, the OOS Manager shall provide a written response no later than March 31. The OOS Manager shall respond in a timely manner to requests for vacation occurring early in the year (e.g. Jan – Apr) to allow employees to plan.

34.1.2 Otherwise, vacation may be requested according to the following:

a) Wherever possible, requests for vacation periods of four (4) days or less duration should be made in writing at least one (1) week prior to the first day of planned vacation. The OOS Manager shall provide a written response to the request as soon as possible following receipt of the request.

- b) Requests for vacation of five (5) days or more should be submitted in writing at least three (3) weeks prior to the start of the planned vacation. The OOS Manager shall provide a written response to the request within ten (10) working days of receiving the request.

34.1.3 Vacation credits accrued during each vacation year of service shall normally be taken the following year, within twelve (12) months after the end of the vacation year in which they were earned. Vacation credits may not be carried forward beyond this time unless the employee receives written approval from the appropriate OOS Manager prior to the end of the vacation year.

Completed Years of Service		Accrual	Standard Allowable Year End Balance for Carry-Forward
0	3	3 weeks	105 hours
4	9	4 weeks	140 hours
10	15	5 weeks	175 hours
16	>	6 weeks	210 hours

If the employee and OOS Manager are unable to jointly agree to a plan to utilize or carry forward accrued vacation hours in excess of the balances specified above, the OOS Manager has the right to schedule the employee to take vacation in one uninterrupted period or pay it out to the employee. Unused vacation hours at the end of the calendar year will be carried forward and not removed from the vacation bank.

34.1.4 In the event an employee is impacted by Temporary Layoff, Furlough, or a Leave of Absence, the deadline for vacation utilization shall be automatically advanced by the amount of time the employee was on such leave.

34.1.5 Based on operational requirements, the University will provide unbroken periods of annual vacation of at least the following:

- a) Employees with one (1) year to four (4) years of completed service are entitled to at least a two (2) week unbroken period of vacation; and
- b) Employees with five (5) or greater years of service are entitled to at least a three (3) week unbroken period of vacation.

An employee can request, in writing, for their unbroken period of vacation to be shorter or longer and, if the request can be operationally accommodated, this will not be unreasonably denied.

34.1.6 The following blackout periods may be applied for operational reasons by the OOS Manager:

- a) The week prior to and the first week of each academic term



- b) The two (2) week period scheduled for exams
- c) The two (2) weeks prior to the fiscal year end

Any additional blackout periods outside of those noted above must be agreed upon between the Parties to the Collective Agreement in advance of application.

34.1.7 The Child Care Lab School will close for a two (2) week period during the summer as a strategy to reduce the cost of vacation coverage and allow for more efficient planning. Affected employees are encouraged to schedule their vacation time accordingly, as well as maintain sufficient days in their vacation entitlement bank in order to cover this period of closure. If an affected employee does not have sufficient vacation accrual to cover the period of closure, the remainder of the closure will be unpaid. Dates of closure of the Child Care Lab School will be determined annually by the University and notice provided to the affected employees at least six (6) months in advance.

Article 35: JOB PROTECTED LEAVES

35.0 Sick Leave

35.0.1 The Parties agree that sick leave is for the protection of income that would otherwise be lost due to illness.

35.0.2 Sick leave entitlements shall be accrued:

- a) For employees holding full-time Continuing appointments – one (1) day per month based on the percentage of eligible hours completed, to a maximum of thirty (30) days.
- b) For employees holding part-time Continuing appointments, based on Article 35.0.2(a) on a pro-rated basis.
- c) For employees holding Recurring Term appointments, or term appointments where the appointment is full time for ten (10) months or more, pro-rated to the term of the appointment based on Article 35.0.2(a). Upon reappointment to a Recurring Term appointment, unused sick leave entitlement shall be carried forward.

35.0.3 Paid sick leave entitlements shall not apply to employees holding Casual appointments, or term appointments where the appointment is less than full time or for less than ten (10) months. Such employees may apply for Employment Insurance sickness benefits up to the legislated limit of twenty-six (26) weeks.

35.0.4 Employees shall be granted fourteen (14) hours of sick credits immediately upon hire and shall commence earning sick credits at the appropriate rate up to the date of termination. Employees shall earn sick credits while on paid sick leave.

35.0.5 Employees shall not earn sick credits:

- a) during periods of approved unpaid leave of absence,
- b) following 90 days during which the employee is in receipt of Workers' Compensation Benefits, or
- c) while in receipt of STD and LTD.

35.0.6 In consultation with Human Resources, proof of illness acceptable to the University may be required when reasonable and appropriate to substantiate any claim for sick leave, or sick leave benefits. Such requests shall be made during the period of illness. In the event that such proof, when requested, is not produced in a reasonable period of time following the leave, such days of absence will be recorded as leave without pay.

35.0.7 Upon the submission of proof of payment, costs incurred by an employee as a direct result of the University requesting proof of illness shall be reimbursed by MacEwan. Employees will not be eligible for reimbursement of any costs associated with application for short-term or long-term disability benefits.

35.0.8 No employee shall have their employment terminated for reason of having their sick leave exhausted.

35.0.9 When an employee is laid off due to a shortage of work, they shall not accrue sick leave credits for the period of such absence, but shall, upon recall, retain their cumulative credit, if any, existing at the time of layoff.

### 35.1 Medical Appointment Leave

35.1.1 Employees who are eligible to take sick leave entitlement may take time off with pay to attend to their own medical, dental and eye appointments which cannot be scheduled outside of regular working hours. Time off shall be granted as follows:

- a) Up to three (3) consecutive hours in a day,
- b) Up to twenty-one (21) hours annually.

35.1.2 Paid leave shall be granted for employees to attend medical appointments, up to the limits specified and requires prior authorization by the immediate OOS Manager and shall be scheduled to least interfere with the employee's regular hours of work. Additional paid medical appointment leave may be available by application for medical accommodation through Human Resources' Disability Management office. Such authorization will not be unreasonably denied.

- 35.1.3 Employees shall not be permitted to schedule paid medical appointment leave in conjunction with other paid leaves on the same day. If time off in excess of three (3) consecutive hours is required in a given day for medical reasons, all absence hours shall be charged against Sick Leave or Personal Leave for that day.
- 35.1.4 There shall be no carry-over of unused Medical Appointment Leave hours from one calendar year to the next and unused Medical Appointment Leave hours shall not be paid out.

35.2 Personal Leave

- 35.2.1 An employee will be granted leave per year from scheduled work as specified in Article 35.2.2 with no loss in pay for personal reasons. If scheduling is within the employee's control (e.g.: ceremonial event, family commitment, etc.) there is no requirement for the employee to disclose the reason, provided the employee requests scheduling approval from their immediate OOS Manager at least five (5) working days in advance. If scheduling is not within the employee's control (e.g. domestic emergency, family illness, etc.) prior notice is not required. In such cases, the OOS Manager may request the employee provide a broad reason directly to Human Resources.
- 35.2.2 Full-time Continuing employees shall be eligible for up to thirty-five (35) hours in each calendar year (January 1 – December 31). Full-time employees shall receive the applicable allocation in one lump sum at the beginning of each year or be pro-rated at time of hire. Employees (except Casuals) expected to work less than 1,820 hours annually (e.g. part-time, Recurring Term, etc.) shall have their personal leave accrued each year based on hours worked and these employees may utilize up to eighteen (18) hours prior to accrual, with balances reconciled prior to the calendar year end. Personal leave balances shall be presented on employee's pay advice. The provisions of personal leave shall not apply to Casual employees.
- 35.2.3 There shall be no carry-over of unused Personal Leave hours from one calendar year to the next, and unused Personal Leave hours shall not be paid out.
- 35.2.4 Personal leave shall not be available to employees during periods of vacation, leave of absence, or unscheduled time.
- 35.2.5 Employee shall not be permitted to utilize more than one (1) Personal Leave day consecutively with a scheduled vacation leave or statutory holidays. Although more than one personal leave day may be taken in a row for the above reasons, it is not the intent for them to be used together for additional vacation purposes.
- 35.2.6 An employee may request to utilize vacation, earned banked time, or unpaid leave as may be required for the purpose.

### 35.3 Maternity and Parental Leave

- 35.3.1 A Continuing employee who has completed ninety (90) days of service with the University shall be granted a leave of absence without pay for reasons of maternity for a period not to exceed eighteen (18) months duration. The employee will be entitled to return to a comparable position. The employee shall supply written notice to the appropriate OOS Manager for such leave at least one (1) month in advance of the leave, where possible.
- 35.3.2 Extensions of up to three (3) months may be granted by the appropriate OOS Manager, in consultation with Human Resources.
- 35.3.3 A parent not applying for leave under Article 35.3.1 and who has completed ninety (90) days of continuous service with the University, shall be granted a leave of absence without pay as parental leave for a period not exceeding sixty-two (62) weeks duration. Notice requirements are as outlined in Article 35.3.1.
- 35.3.4 An employee adopting a child is entitled to leave as outlined in Articles 35.3.1, 35.3.2, and 35.3.3 as applied for, except the requirements for advance notice which shall be such notice as is reasonably possible under the circumstances.
- 35.3.5 An employee on leave under Article 35.3 shall be entitled to employee benefits as outlined in Article 36.0.2.
- 35.3.6 An employee granted leave under Article 35.3 shall be returned to their former position, or be placed in a comparable position for which they are qualified, providing they indicate their intention to return to work by notifying the University one (1) month before intended date of return.

### 35.4 Compassionate Care Leave

- 35.4.1 An employee who has completed ninety (90) consecutive days of employment with the University and who requires leave in accordance with the Compassionate Care leave provisions of the Alberta Employment Standards Code shall be entitled to up to twenty-seven (27) weeks of leave without pay.
- 35.4.2 Employees shall provide at least two (2) weeks written notice to their OOS Manager unless circumstances necessitate a shorter period. Employees may be required to submit to the University satisfactory proof demonstrating the need for Compassionate Care Leave.
- 35.4.3 When an employee on compassionate care leave returns to work, the employee shall provide at least twenty-four (24) hours of notice of their intent to return to work. During such a return to work, notice of resulting schedule changes shall not be deemed to be in violation of Article 17.0.9.

35.4.4 Extensions to this leave may be granted by the appropriate OOS Manager. Benefits and entitlements will be pursuant to the provisions of Article 36.

35.5 Court Leave

35.5.1 When an employee is summoned or subpoenaed to appear in court in their official capacity to give evidence or to produce University records, they shall be provided leave with pay.

35.5.2 When an employee is summoned or subpoenaed to appear in court as a witness in their private capacity, as a juror or in the selection of a jury, they shall be provided leave with pay.

35.5.3 The employee will submit to their OOS Manager the document which requires them to appear as a witness or juror before being granted leave under Article 35.5.

35.5.4 An employee may request a leave without pay through their OOS Manager in order to appear in court as a plaintiff or defendant for private matters. Such approval shall not be unreasonably withheld.

35.6 Bereavement Leave

35.6.1 In the event of the death of an employee's:

spouse or common law spouse, parent, grandparent, child (including pregnancy loss), sibling, or corresponding in-law, or foster child,  
an employee so bereaved may be allowed leave with pay for a period of up to five (5) working days upon approval of the appropriate OOS Manager. Such approval shall not be unreasonably withheld.

Article 36: LEAVES WITHOUT PAY

36.0.1 Leave of absence without pay may be granted upon written request to the appropriate OOS Manager, in consultation with Human Resources. In general, the employer may require one (1) week prior notice for each month of leave being requested.

36.0.2 Subject to the policy agreements with the underwriter, and provided the employee pays the full premium thereon, an employee on leave without pay shall be entitled to continue those benefits which they were participating in at the commencement of their leave.

36.0.3 An employee granted leave of absence without pay may be returned to their former position or be placed in a comparable position for which they are qualified provided they indicate their intention to return to work by notifying the University of their intention to return by a date specified when the leave is approved.

36.0.4 An employee's anniversary date shall be advanced by the length of an unpaid leave period that exceeds ten (10) consecutive working days.

36.0.5 An employee granted a leave of absence under Article 36 must utilize any accrued vacation entitlement and banked time prior to the commencement of the leave.

Article 37: SUPPLEMENTAL EMPLOYMENT INSURANCE BENEFIT (SEIB) PLAN

37.0 Overview

37.0.1 The intent of the SEIB Plan is to supplement Employment Insurance (EI) benefits during a temporary leave of absence due to maternity, parental or adoption leave. In the case of approved maternity leave, this plan applies to employees in receipt of EI maternity benefits. In the case of approved parental or adoption leave, this plan applies to a portion of the thirty-five (35) weeks for employees in receipt of EI parental or adoption benefits.

37.0.2 The SEIB plan supplements an eligible employee's income during the period of entitlement by paying the difference between the EI benefit that is received by the employee during the period (calculated based upon 12-month leave) and ninety-five percent (95%) of the employee's salary. Regardless of whether an employee chooses standard length of maternity/parental leave (52 weeks) or extended maternity/parental leave (78 weeks), the employee will receive the same dollar amount of top-up from the employer during the fifteen (15) week entitlement period. This plan does not cover the one (1) week waiting period.

37.1 Eligibility

37.1.1 The employee must be Continuing, have completed ninety (90) days of employment with the University, and be eligible for maternity leave benefits, parental leave benefits or adoption leave benefits.

37.1.2 If EI maternity/parental/adoption benefits are shared between parents who are both employed by MacEwan University, SEIB benefits are payable for a combined maximum of fifteen (15) weeks per family and may be split in any manner between the two employees. In the case of the birth father, spouse, partner, or adoptive parent, a minimum of four months of notice in writing is required.

37.1.3 In order to receive SEIB Plan payments, the eligible employee must:

- a) Apply for EI benefits as soon as eligible and provide evidence of EI payment to the Payroll office, including their choice of either standard (52 weeks) or extended (78 weeks) of Employment Insurance benefits.
- b) Have commenced maternity, parental or adoption leave.

37.2 Rules and Regulations

- a) The SEIB Plan has no impact on the amount or duration of the EI maternity, parental or adoption benefit.
- b) SEIB Plan payments will be made on the University's regularly scheduled pay dates.
- c) Required statutory payroll deductions will be applied to SEIB Plan payments.
- d) During the SEIB Plan period, the employee and the University will continue to pay benefits premiums as per Articles 39.3, 39.4, and 39.5
- e) In accordance with Local Authorities Pension Plan regulations, University and employee contributions will continue where the SEIB Plan payments occur during the health-related portion of a maternity leave only. Questions regarding continuation of pension or any pensionable service buyback for the non-health-related portion of the leave can be directed to the Human Resources Department.
- f) Vacation and sick leave accrual will not continue during the SEIB Plan period.
- g) An employee will not be eligible for general illness or weekly disability benefits related to maternity for any period when payments are or could be made under the SEIB Plan.

Article 38: RETIREMENT TRANSITION PROGRAM

38.0.1 As part of the University's commitment to succession planning, the Parties agree to a Retirement Transition Program that provides MSA members the option to utilize up to three (3) years to transition into retirement with a reduced workload, either prior to or after a specified retirement date. There are two types available: phased pre-retirement and phased post-retirement.

38.0.2 The following eligibility requirements apply:

- a) Employee may select either the phased pre-retirement or post-retirement transition period, but not both.
- b) Employee must apply to the OOS Manager at least six (6) months prior to the planned commencement of the retirement transition period.
- c) Employee must have a minimum of five (5) consecutive years of Full Time Equivalent service with the University at time that reduced hours commence.

- d) Employee must be eligible to retire on the proposed date and meet any other restrictions imposed by the Local Authorities Pension Plan (LAPP) or Canada Revenue Agency.
- e) Employees must occupy a pension-eligible position on the date of their application.
- f) The length of transition cannot exceed three (3) years and must be a minimum of one (1) year.

38.0.3 The University will approve participants subject to the business needs of the Department. Applications that are denied will be done so in writing, providing rationale for the decision. If more employees apply than can be accommodated at a specific time, total years of full-time equivalent service will determine priority of consideration.

38.0.4 In cases of position abolishment, Human Resources and MSA will discuss eligibility and options in accordance with Article 46.

### 38.1 Transition Types

38.1.1 The transition period to phase into full retirement shall consist of one of the following types:

- a) Phased Pre-Retirement Transition  
Definition: employee continues to contribute to the Local Authorities Pension Plan during the transition period

Criteria:

- i) An employee can reduce their hours of work to a minimum of 17.5 hours per week.
- ii) General overview of hours of work and/or phased reduction in hours of work over the transition period must be included in the retirement plan as outlined in Article 38.2.
- iii) Subject to the provisions of the Local Authorities Pension Plan, the phased pre-retirement transition period can be considered as pensionable service under the Plan and, if so, the employer and the employee shall make the appropriate contributions calculated on the basis of the unreduced salary rate.
- iv) During the period of reduced hours of work, the full employer's share of required premium contributions will continue for the benefits plans (Extended Health, Dental, Health Spending Account, EFAP) for benefit-eligible positions as if the employee were on full pay.



b) **Phased Post-Retirement Transition**

Definition: employee no longer contributes to the Local Authorities Pension Plan during the transition period and can apply for pension payments.

Criteria:

- i) An employee can reduce their hours of work with agreement from their OOS Manager based on business needs.
- ii) The position will change to part-time Continuing and short-term disability (STD), long-term disability (LTD), and other insurance benefits will be based on the reduced hours of work and premiums, vacation entitlements, and sick leave entitlements will be prorated accordingly.

38.2 Transition Plan

38.2.1 A detailed plan will be developed between the OOS Manager and the employee outlining all aspects of the program, including but not limited to vacation, leaves of absence, retirement date, and hours of work schedule.

38.2.2 The utilization of vacation credits already accrued at the time of application for retirement transition and/or accrued during the term of the transition must be included in the plan to manage the length of uninterrupted vacation scheduled immediately prior to the retirement date in accordance with Article 34.1. Any unused vacation time will be paid out on the employee's final pay.

38.2.3 Once terms of the plan have been signed off between the OOS Manager and the employee, the employee must supply the University with an irrevocable letter of resignation indicating the agreed upon date as their retirement date.

Article 39: HEALTH AND DISABILITY INSURANCES

39.0 Alberta Health Care Insurance Plan

39.0.1 Should the Government of Alberta re-introduce individual premiums for Alberta Health Care, the Parties agree to meet within thirty (30) days of the announcement to discuss the matter.

39.1 Workers' Compensation

39.1.1 During the period that an employee is off due to a Workers' Compensation claim, the employee's salary and benefits will continue, subject to Article 34.1.3 and/or Article 35.0.5. Any Workers' Compensation payment that the employee is entitled to will be paid to the University. Following compensable injury, the employee must be returned to comparable/suitable employment with the University when the employee is able to work.

39.2 Joint Benefits Committee

39.2.1 The Parties recognize that the Joint Benefits Committee (JBC) is the decision-making body for the negotiation and development of benefit plan design. The MSA is an equal partner in decision making on the JBC and shares accountability for the outcome, implementation, and improvements to the benefits plan. Employee eligibility for benefits and financial contribution levels by the employer remain items subject to negotiation in the Collective Agreement. If the JBC is dissolved, or its terms of reference or decision-making structure are fundamentally changed, the Parties agree that plan design may be referred back to collective bargaining.

39.3 Extended Health Benefits

39.3.1 The University agrees to maintain current funding levels in support of employee benefit plan premiums for Continuing employees (0.5 FTE or greater) and full-time Non-Recurring Term (greater than ten (10) months) employees participating in a University group plan.

- a) Supplementary Health Care Plan – equivalent to eighty percent (80%) of Option 3,
- b) Dental Care Plan – equivalent to eighty percent (80%) of Option 3,
- c) Health Spending Account – one hundred percent (100%) employer paid,
- d) Employee Family Assistance Program – one hundred percent (100%) of the premium.

39.3.2 At time of determination of extension of a term as per Article 15.2.2, if the remainder of the current term and the extension exceeds ten (10) months, the position shall immediately become benefits eligible.

39.3.3 In addition, all Continuing employees (0.5 FTE or greater) shall receive Basic Life Insurance, Accidental Death and Dismemberment and Disability Insurance.

39.3.4 During the inactive period of Recurring Term employees, eligible benefits may be continued by the employee, provided the employee pays one hundred percent (100%) of the benefit premium costs.

39.3.5 At any time during the life of this Agreement, if any changes to the plans are contemplated by either party, such changes will only be implemented upon the mutual agreement of the University and the MSA through the JBC.

39.3.6 The University will provide up-to-date information to the employee on all employee benefit plans.

39.4 Short-Term Disability (STD) / Long-Term Disability (LTD)

- 39.4.1 Subject to policy agreements between the University and the benefits plan underwriters, employees holding full-time or part-time (0.5 FTE or greater) Continuing appointments are eligible for short-term and long-term disability coverage. Non-Recurring Term and Casual employees do not participate in STD or LTD plans.
- 39.4.2 The Parties support the administration of disability insurance premiums in a manner that minimizes the tax impact to recipients of insurance benefits, consistent with Canada Revenue Agency regulation.
- 39.4.3 Long-term disability benefits will continue until the earlier of:
- a) the employee is no longer entitled to such benefits by plan definition,
  - b) the employee becomes sixty-five (65) years of age, or
  - c) the employee receives retirement benefits from the Local Authorities Pension Plan (or equivalent).
- 39.4.4 Health and Wellness benefits that an employee is participating in at the time disability commenced will continue at no cost to the employee while the employee is in receipt of disability benefits until the employee has received long-term disability benefits for twenty-four (24) months.
- 39.4.5 Employees eligible for participation in the Local Authorities Pension Plan (LAPP) must continue to participate in the pension plan unless LAPP regulations permit employee choice (e.g. over thirty-five (35) years of service). While employees are in receipt of disability benefits, the University will pay both the employer and employee contributions in accordance with LAPP regulations.
- 39.4.6 Life insurance coverage at the rate in effect at the time the employee became disabled will continue at no cost to the employee as long as they remain in receipt of long-term disability benefits.
- 39.4.7 During an appeal of a STD or LTD decision, benefits and LAPP contributions will be continued at no cost to the employee for up to ninety (90) days from the date the STD or LTD decision is issued, provided the employee provides the University with a copy of the notice to appeal within thirty (30) days of the decision.

39.4.8 The position of an employee who has been in receipt of long-term disability benefit for a period of twenty-four (24) consecutive months or longer, and with no prognosis to return to their own or a comparable position in the University in the foreseeable future, may be given to another appropriate candidate on a permanent basis. The employment relationship of the disabled employee may be severed provided this does not prejudice the disabled employee's eligibility for long-term disability benefits. This clause shall not be used to minimize or eliminate the obligations of the employer to provide employment under Human Rights Legislation in the case where the disabled employee is able to return to work for the University in the future.

39.5 Health Spending Account

39.5.1 The University shall provide and maintain a Health Spending Account (HSA) for all eligible MacEwan Staff Association members.

39.5.2 The HSA provides a base dollar allocation of \$700 which can be used by the employee or eligible dependents for health-related expenses, and/or allocated to a Wellness Spending Account as prescribed by the rules of the plan designed by the JBC and the regulations prescribed by Canada Revenue Agency.

Article 40: PENSION

40.0.1 The University participates in the Local Authorities Pension Plan (LAPP) for eligible MSA bargaining unit employees as outlined in the University's Pension Participation Policy. The receipt of pension benefits by an eligible MSA bargaining unit employee is contingent upon the eligibility requirements established within the pension plan.

40.0.2 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 changes to the plan.

40.0.3 For Recurring Term employees, participation in the LAPP is voluntary and contributions during inactive periods shall be in accordance with the rules specified by LAPP.

Article 41: TRAVEL

41.0.1 Employees shall be paid their regular rate of pay for work-related travel during regular working hours. Work-related travel required to perform the functions of the position shall normally be planned and scheduled during the employee's regular work day and work week. If it not possible to arrange travel within the normal work week, the work schedule shall be adjusted so as not to incur overtime, unless written authorization is provided by the OOS Manager.

- 41.0.2 An employee who is required to travel on University business or who otherwise incurs expenses on behalf of the University shall be entitled to claim expenses and allowances according to the provisions of university policy, as amended from time to time.

Article 42: UNIFORMS

- 42.0.1 Where an employee is required, either as a condition of employment or because of the nature of the work, to wear uniforms, coveralls or other protective apparel, the University shall provide these items as required at no cost to the employee, for the employee's use. These items shall remain the property of the University.

Article 43: DISCIPLINE PROCESS

- 43.0.1 The University and the MSA recognize the principles of due process and progressive discipline. Discipline should be administered in a timely and professional manner following a thorough and fair investigation by an impartial, qualified individual. Progressive discipline is a process which imposes the minimum consequence necessary to correct employee performance concerns, followed by consequences of increasing severity. The purpose of these actions is to ensure the employee has:

- a) A clear understanding of the University's expectations for their conduct or performance;
- b) A clear understanding if their conduct or performance does not meet expectations; and
- c) Reasonable opportunity for an employee to remedy the concern.

- 43.0.2 Except in specific circumstances where the University is warranted to move immediately to more serious action (such as gross misconduct), Workforce Engagement conversations, non-disciplinary coaching or Letters of Expectations and appropriate follow-up must be provided to an employee prior to disciplinary action. These may be issued by an in-scope supervisor or OOS Manager. Letters of expectation shall be retained on the employee's file with Human Resources, and a copy forwarded to MSA.

- 43.0.3 When expectations are not being met, a Performance Improvement Plan (PIP) will be developed by the OOS Manager in consultation with Human Resources. The OOS Manager will meet regularly with the employee to ensure they are successful and review progress with the goals of the PIP.

- 43.0.4 Unless the University believes that specific circumstances warrant immediately moving to more serious action up to and including termination, the following sequential forms of discipline shall include, but not be limited to:

- a) written warning;

- b) economic sanctions (one or more occurrences of increasing severity which may include withholding an increment or suspension(s) without pay);
- c) termination.

43.0.5 Except in the case of the dismissal of a probationary employee, no employee shall be disciplined or dismissed except for just cause.

#### 43.1 Investigations

43.1.1 The University and the MSA believe discipline should be administered in a timely and professional manner following a thorough and fair investigation. The employee whose conduct is being investigated shall be given notice by Human Resources prior to the commencement of an investigation. Commencement of an investigation shall be within fifteen (15) working days of the date the University becomes aware of the alleged incident. Notice of investigation shall be in writing, shall include the reason(s) for the investigation and a copy forwarded to MSA.

43.1.2 The Parties agree that anonymous tips and complaints may provide reasonable grounds to trigger an investigation into employee conduct but shall be insufficient as the basis for disciplinary action without substantive supporting evidence.

43.1.3 Where misconduct of a bargaining unit employee is being investigated or meetings are being held where discipline of a bargaining unit employee could be an outcome, MSA will be provided reasonable notice to attend.

43.1.4 Where appropriate, the employee whose conduct is being investigated will be placed on a paid administrative leave pending the outcome of the investigation. Notice of administrative leave shall be in writing, shall include the reason(s) for the leave and a copy forwarded to MSA.

43.1.5 Witnesses will be interviewed in a timely manner and the interview with the employee whose conduct is being investigated will occur after all witness information has been obtained. The employee whose conduct is being investigated will be given the opportunity to respond to the specific allegations.

#### 43.2 Disciplinary Action

43.2.1 Disciplinary action will be provided within ten (10) working days following the completion of the investigation. Notice of disciplinary action shall be in writing, shall include the reason(s) for the action and a copy forwarded to MSA. All written notices of discipline shall be placed in the employee's Human Resources file held in Human Resources.

43.2.2 Subject to Articles 16.0.8, 48.0, and 48.1, an employee who feels they have been unjustly disciplined or terminated shall have access to the grievance procedure.

43.2.3 When MSA has grieved a disciplinary action and a designated OOS Manager has allowed the grievance or reduced the penalty levied against the griever, the Human Resources file of the affected employee shall be amended to reflect this action, provided that this action results in the abandonment of the grievance.

43.2.4 Upon the request of the employee:

- a) Letters of expectation more than twelve (12) months old shall be cleared from the employee's file provided no other action has been initiated since the incident in question;
- b) Records of discipline more than twenty-four (24) months old shall be cleared from the employee's file provided no other disciplinary action has been taken against the employee since the incident in question.

Article 44: RESIGNATIONS

44.0.1 An employee is required to provide the University with at least ten (10) working days prior written notice of resignation if they wish to resign in good standing.

44.0.2 For positions where the University determines the need for a greater notice period, the employee shall be notified in writing in the offer letter at the time of hire of the length of the notice period. The notice period will not exceed six (6) weeks. The University at its option may determine that the employee is not required to work their full notice period and will provide pay in lieu of notice.

44.0.3 Where an employee cannot meet the required notice period they may arrange for earlier release at the discretion of the University.

Article 45: POSITION ABANDONMENT

45.0.1 An employee who fails to notify the appropriate OOS Manager of any absence from duties, and the reasons thereof, for a period of three (3) consecutive working days, shall be deemed to have abandoned their position and may have their employment terminated forthwith.

Article 46: LAY-OFF AND RECALL

46.0.1 Article 46 applies to all Continuing employees who are affected by position abolishment. A position abolishment may occur as a result of reorganization for the efficient operation of the University, for reasons of economy, or for lack of work that is expected to be permanent. The University recognizes that this Article is not to be used for disciplinary issues or performance related matters. The Parties are committed to ensure impacted employees are treated fairly, equitably, and with respect and understanding throughout the process.

46.1 Notification to MSA

- 46.1.1 At least ten (10) working days prior to implementing layoffs, the University will meet with MSA to share information on the scope, impact, and timing related to position abolishment. The Parties will discuss the process for dealing with impacted employee(s) and explore potential options to minimize the impact on the employee(s), including compulsory or voluntary reassignment to comparable positions.
- 46.1.2 The MSA will respect the confidentiality of any information provided by the University with respect to finances, organizational reviews, reorganizations, or layoffs.

46.2 Order of Layoff

- 46.2.1 When layoff occurs in an area with two (2) or more employees within the same classification, the University shall consider the following factors:
- a) employee's seniority
  - b) employee qualifications and competence
- 46.2.2 Where the most senior employee has the qualifications and ability to perform the required duties of the remaining position with reasonable orientation and initial training, the least senior employee will normally be laid off first. However, if the University determines that the least senior employee's qualifications and competence are significantly superior and directly applicable to the remaining position, the University and MSA may agree to the layoff of the most senior employee first with normal notice and severance calculations.
- 46.2.3 If, confidentially in conjunction with MSA, it is determined that there is an employee in a comparable position who might be willing to volunteer for layoff / early retirement, they may be offered a severance package equivalent in cost as the employee identified by the University for layoff (e.g. least senior).

46.3 Notice and Severance Provisions

- 46.3.1 When the University is implementing layoffs, the University may provide notice to the employee as early as possible, but not less than ten (10) working days from the effective date of layoff. Working notice and non-working severance periods will be considered separately.
- 46.3.2 For Recurring Term employees, their inactive period shall not be considered part of the notice period.



#### 46.4 Working Notice

- 46.4.1 When the University is implementing layoffs, the University and the MSA will meet with the affected employee at which time the employee will be provided at least ten (10) working days of written notice of the change and identified options:
- a) Voluntary reassignment, if offered;
  - b) Recall with salary continuance; or,
  - c) Lump-sum severance.
- 46.4.2 Article 46.4.1 does not preclude additional options that may be presented to the employee during the notice period. The written notice shall include the date of notification, options available to the employee, and the date when decisions on options must be made. The calculation of the decision date shall be within thirty (30) calendar days of the specified last day of work, and provide a minimum of five (5) working days from receipt of written notice on the options to make the decision. Such decision should be made in writing to Human Resources with a copy to MSA.
- 46.4.3 If an employee rejects the option of voluntary reassignment, they shall no longer be eligible to select the option of recall with salary continuance, but will be deemed to have selected lump sum severance with no recall.
- 46.4.4 The University will provide confirmation of receipt of the employee's decision to the employee and the MSA, as soon as possible, but prior to the effective date of layoff.
- 46.4.5 If the employee does not communicate their decision to the University within the specified time period, the employee will be deemed to have selected lump-sum severance with no recall.
- 46.4.6 The University may require employees to continue to work during some or all of their notice period prior to their specified last day of work. The amount of non-working severance that the employee is eligible to receive will be reduced by half of the working notice period provided, to a maximum reduction of one-half (1/2) of the total eligible severance based on years of service.
- 46.4.7 An employee who fails to work their required working notice (except approved leaves as specified in this Agreement) will be deemed to have resigned from their position, and shall forfeit their non-working severance.
- 46.4.8 If the employee is not provided the opportunity to work their scheduled hours during the notice period, the employee shall be paid, including applicable benefits, in lieu of such work for the portion of the notice period for which work was not made available.

46.4.9 The University shall not require an employee to use banked overtime during the working notice period unless the Parties and employee agree to do so in writing.

46.4.10 Unless the University has provided the employee with notice to take accrued vacation prior to giving notice, the University shall not require the employee to take their vacation during the working notice period.

46.5 Non-working Severance

46.5.1 Prior to applying a reduction for working notice given, non-working severance pay shall be calculated as one (1) month for each of the first ten (10) completed years of service, plus an additional one (1) month after fifteen (15) years of service, and an additional one (1) month after twenty (20) completed years of service to a maximum of twelve (12) months of severance. Completed years of service will be calculated based on 1,820 hours.

46.5.2 Employees subject to position abolishment who have not passed their probationary period but have been employed greater than three (3) months shall be paid severance as specified for termination notice under Alberta Employment Standards. Employees who have successfully passed their probationary period but have not completed their first year of employment shall receive severance of two (2) times the amount specified under Alberta Employment Standards.

46.6 Benefit Continuance

46.6.1 Regardless of the selection of either salary continuance or lump-sum severance following layoff, all benefit eligible employees shall be provided a minimum of three (3) months of benefit continuance (Health and Dental, Health Spending Account and access to the Employee and Family Assistance Plan).

46.7 Recall with Salary Continuance

46.7.1 An employee who selects the option of recall with salary continuance will:

- a) receive benefit continuance for three (3) months, plus salary continuance for the equivalent time calculated for the eligible non-working severance less the reduction for working notice,
- b) have recall rights for twelve (12) consecutive months following the effective date of layoff.

46.7.2 The most senior employee with recall rights will be recalled to the first available comparable position for which they are qualified and able to perform subject to reasonable orientation and initial training.

46.7.3 An employee who accepts recall will have their anniversary date adjusted for any time spent on recall while not in receipt of salary continuance.

46.7.4 An employee who is recalled within twelve (12) months of layoff, or rehired to a Continuing position within two (2) years of their layoff, shall be reinstated with all seniority up to the date of layoff.

46.8 Comparable Positions

46.8.1 When an employee accepts recall to a comparable position, salary continuance will cease, and the employee will be placed on their former grid step.

46.8.2 If an employee rejects an offer of recall to a comparable position, all rights to recall will be waived and salary continuance will cease.

46.9 Non-comparable Positions

46.9.1 The University agrees that layoff and recall to non-comparable positions shall not be used to circumvent the red-circling provisions of this Agreement.

46.9.2 Employees on recall who are interested in a posted position in a higher classification than previously held shall apply through the normal competition process.

46.9.3 An employee interested in being recalled to a non-comparable position that they are qualified and able to perform with reasonable orientation and initial training, shall advise Human Resources in writing of the specific posting that they are interested in.

46.9.4 If the employee accepts recall to a non-comparable position of the same status and type but with a lower rate of pay, their salary will be maintained at their previous level for the remainder of their salary continuance eligibility period. Once complete, they will be placed within the appropriate pay band for the new position at the closest grid step to their previous rate of pay.

46.9.5 If an employee rejects three (3) offers of recall to non-comparable positions that the employee has identified being interested in, all rights to recall will be waived and salary continuance will cease.

Article 47: FURLoughS AND TEMPORARY LAYOFF

47.0.1 New employees shall not be hired to positions that can be performed by furloughed or temporarily laid off employees. Temporarily laid-off and furloughed employees will be provided first option for recall to any available comparable positions within the bargaining unit, prior to permanently laid-off employees with recall rights or new hires. A temporarily laid-off or furloughed employee may decline recall to a comparable position that is not their original home position.

- 47.0.2 Furlough and temporary layoff shall be in reverse order of seniority, least senior first, provided the remaining employees can reasonably perform the work. Recall shall be in order of seniority, most senior first.
- a) Failure to return to their original position within five (5) days following the requested recall date without providing appropriate reason (e.g. illness, etc.) may be considered job abandonment.
  - b) The Parties will encourage and support employees to apply for any federal or provincial government programs to which they are eligible.
  - c) It is the responsibility of the employee to ensure that the employer and the Union are kept informed of any change of their contact information while on furlough or temporary layoff.
- 47.0.3 If the employee cannot be returned to work prior to the agreed time limit for furloughs or time limit for Temporary Layoff permitted under this Collective Agreement or the Alberta Employment Standards Code (whichever is shorter), they shall be laid off under the Layoff and Recall provisions of Article 46. The period of temporary layoff shall not be considered part of the notice period.
- 47.0.4 When a temporary layoff becomes necessary, Continuing employees shall be given as much written notice as possible, with a minimum of one (1) month of notice or pay in lieu of notice, prior to the commencement date of layoff. The University will make reasonable efforts to temporarily reassign Continuing employees to other assignments for which they are qualified and willing to perform, with preference for available work given to the most senior employees first.
- 47.0.5 The University-established inactive period for a Recurring Term employee shall not result in the application of Article 47.
- 47.0.6 The employee shall be permitted and encouraged to utilize accrued vacation and/or banked time prior to the commencement of furlough or temporary layoff.

47.1 Temporary Furlough

- 47.1.1 Subject to the policy agreements with the Insurance Underwriter, an employee on temporary furlough shall be entitled to continue those Extended Health Benefits (Article 39.3) which they were participating in at the commencement of their leave and the employer shall continue to pay both the employer's and the employee's portion of these premiums, with the exception of Optional coverage. The cost of Optional coverage shall be paid by the employee.

- 47.1.2 Subject to the policy agreements with the underwriter, an employee on temporary furlough shall be entitled to continue Short-Term Disability/Long-Term Disability coverage (Article 39.4) which they were participating in at the commencement of their leave for the duration of the furlough. The employer shall continue to pay the premiums for Short-Term Disability Coverage and the employee shall continue to pay the premium portion for Long-Term Disability Coverage.
- 47.1.3 Employer and employee contributions to LAPP during temporary furlough shall cease. Employees shall have the option to buy back the gap in pensionable service upon their return to work, in accordance with the rules and process of LAPP for both employer and employee contributions.
- 47.1.4 The period of temporary furlough shall not reduce an employee's calculation of seniority or years of service (e.g. vacation accrual). An employee's anniversary date shall not be advanced by the length of furlough.
- 47.1.5 Upon return from furlough, vacation credits will be adjusted by the employer to include the time of furlough as if the employee had worked their normal schedule. The twelve (12) month deadline for the use of accrued vacation specified in Article 34.1.3 shall be automatically extended by the duration of time the employee was on furlough.
- 47.1.6 The period of furlough shall not be considered part of any non-working severance period in the event of permanent layoff or position abolishment.

Article 48: DISPUTE RESOLUTION PROCESS

48.0 Principles

- 48.0.1 The University and the MSA have designated a single Dispute Resolution Process to:
- a) Ensure resolution of employment and/or labour relations disputes, including but not limited to decision appeals and/or differences involving the interpretation, operation, application or alleged violation of the Collective Agreement or legislation affecting bargaining unit employees.
  - b) Encourage respectful face-to-face discussion and resolution of differences in a timely manner and at the lowest level possible by the individuals directly impacted by disputes in the workplace,
  - c) Provide the opportunity for individuals to receive appropriate assistance from Human Resources, MSA or others as well as ensure that all required Parties to resolve matters, including the appropriate decision makers, are present and engaged.

#### 48.1 Informal Problem Solving

- 48.1.1 Individuals, with or without advice and representation from MSA or Human Resources, shall first attempt to resolve disputes through discussion with the person(s) with whom there is a dispute, within twenty (20) working days of when the affected individual(s) first became aware of, or reasonably should have become aware of, the concern giving rise to the dispute.
- 48.1.2 Discussion as per Article 48.1.1 should include an open, respectful exchange of the interests of the Parties directly affected by the dispute, an exploration of the interests of the Parties, identification of potential options to resolve the dispute and discussion of mutually acceptable solutions. All discussions at this stage shall be on a without prejudice and without precedent basis.
- 48.1.3 If the dispute is not resolved satisfactorily within the time period specified in Article 48.1.1, it may be advanced to the formal stages of the Dispute Resolution Process.

#### 48.2 Formal Dispute Resolution

- 48.2.1 If a dispute is not resolved during the informal problem-solving stage outlined in Article 48.1, it may be formally submitted in writing (e.g. documented appeal, grievance, etc.) to the other party within thirty (30) working days of when the affected individual(s) first became aware of, or reasonably should have become aware of, the occurrence giving rise to the dispute.
- 48.2.2 Either MSA or Human Resources may formally submit a dispute to the other party, which shall include the article of the Collective Agreement, University policy or legislation that is alleged to have been violated, the nature of the issue in dispute, and the remedy being sought.

#### 48.3 Stage 1 – Formal Internal Resolution Stage

- 48.3.1 The Parties shall meet as often as required within twenty (20) working days from the date the grievance was submitted for the purpose of resolving the grievance. The Parties agree to share information relevant to the dispute with one another on a without prejudice basis and to engage in meaningful discussion.
- 48.3.2 The Parties shall schedule meetings of the people essential to resolving the dispute as appropriate to the circumstances, including but not limited to the following:
  - a) an MSA representative,
  - b) Human Resources designate,
  - c) any other person (e.g. impacted individual, OOS Manager) beneficial to the resolution of the matter, as determined by either of the Parties.

- 48.3.3 The Parties shall ensure that their representatives at the resolution meeting(s) shall have the authority to resolve the dispute, and/or the ability to obtain any necessary additional authority required and communicate their position within two (2) working days following each meeting.
- 48.3.4 Discussions shall include, but not be limited to relevant details of the dispute, and in the case of disputed employee discipline, a disclosure of the evidence that is being relied upon by the University to substantiate just cause discipline.
- 48.3.5 Following the time limit of twenty (20) working days specified for Stage 1, the responding party to the grievance or appeal shall communicate its formal decision in writing to the other party within an additional ten (10) working days.
- 48.3.6 If a response is not received within the required time limit outlined in Article 48.3.5, or a satisfactory resolution is not achieved at or following the resolution meeting, the grieving party may advance the dispute to the neutral third-party arbitration stage.

48.4 Stage 2 – Mediation Stage

- 48.4.1 Following at least one Stage 1 meeting to resolve the dispute, either party may request the other party to place unresolved differences before a mutually agreed upon mediator. Within ten (10) working days of such request, the Parties shall meet to outline the items in dispute.
- 48.4.2 The Parties agree to make every reasonable effort to meet and follow a timeline for mediation mutually agreed upon in consultation with the selected mediator. The Parties agree to equally share the expenses of the mediation process.
- 48.4.3 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 shall not be used for any other purpose.
- 48.4.4 The mediator shall meet with the Parties as soon as reasonably possible to identify and investigate the issues in dispute. During the proceedings, the Parties shall make reasonable effort to fully disclose all materials and information relevant to the issue(s) in dispute, with the intent to resolve the matter through mutual agreement between the Parties. The Parties may request that the mediator issue a report including non-binding recommendations.
- 48.4.5 If the dispute remains unresolved following five (5) working days after the completion of the agreed-upon mediation timeline, then the matter may be referred to Stage 3: Arbitration.

48.4.6 In the event that the Parties are unable to resolve their differences following the completion of the agreed-upon mediation timeline or following the expiry of the current Collective Agreement for collective bargaining, either party may refer any items that remain in dispute to Stage 3: Arbitration.

48.5 Stage 3 – Neutral Third-party Arbitration

48.5.1 When a dispute is referred to Arbitration (grievance, jurisdiction or position classification) the following applies:

- a) The Parties will endeavor to mutually agree on the use of a single arbitrator. For non-classification review matters, either Party may determine that they need to have the issue heard by a three (3) person arbitration panel rather than a sole arbitrator and advise the other Party prior to the selection of a single arbitrator. For jurisdictional disputes, the matter will be arbitrated using the process determined by the Alberta Labour Relations Board.
- b) If the use of a single arbitrator is agreeable to the Parties, they will endeavor to mutually agree upon a neutral individual who is knowledgeable in the subject matter under dispute and available to consider it within a reasonable timeframe.
- c) If the Parties are unable to agree upon an acceptable single arbitrator within ten (10) working days, a request will be made to the Alberta Labour Relations Board to have one appointed.
- d) If an arbitration panel is to be utilized, both Parties shall advise one another the name of their appointee to the Arbitration Panel, and their appointees shall determine the chairperson of the Arbitration Panel from the list of certified labour arbitrators. In the event that the panel cannot reach a majority decision, the decision of the chairperson governs and shall be deemed to be the award of the arbitration panel.
- e) The Parties will endeavor to clearly identify the matter(s) in dispute and prepare a mutually agreed-upon statement of facts, if possible.
- f) The Parties may mutually agree to forgo formal hearings and to submit written submissions to the arbitrator (as applicable).
- g) The arbitrator(s) shall render their decision in writing to the Parties as soon as reasonably possible following a careful examination of the documents (except those which were without prejudice and privileged within this Collective Agreement), facts and testimony of witnesses that they deem to be relevant to the matter.



- h) The decision of the arbitrator(s) shall be final and binding on the Parties, subject to judicial review.
  - i) The fees and expenses of a single arbitrator and the arbitration panel chairperson shall be borne equally by the Parties to the dispute. Each party shall bear the cost of their own appointee to an arbitration panel.
- 48.5.2 For classification and grievance arbitration, the arbitrator(s) may not alter, amend, or change the terms of this Agreement, nor render a decision inconsistent with the terms of the Agreement. In respect to suspension, discipline or discharge of an employee, the arbitrator(s) may confirm, reverse, substitute or vary any action taken by the University.
- 48.5.3 For arbitration to settle a bargaining impasse for the renewal of the Collective Agreement, such restriction shall not apply, and the arbitrator(s) shall be empowered to make any decision they deem appropriate relating to the identified matters in dispute.
- 48.5.4 Upon receipt of the decision of the arbitrator(s), the University and MSA shall prepare a new Collective Agreement.
- 48.5.5 If either the University or MSA neglects or refuses to participate in the preparation of an Agreement in accordance with the arbitrator's decision, the other Party may prepare the Agreement and shall submit the Agreement to the arbitrator(s).
- 48.5.6 Where the arbitrator(s) receives an Agreement and is satisfied that it gives effect to its decision, the arbitrator(s) shall certify the Agreement as accurate. When the Agreement is certified by the arbitrator(s), the Parties shall sign the Agreement.
- 48.5.7 If, at the expiration of ten (10) working days after the date upon which the Agreement has been completed or the arbitrator(s) has certified the Agreement, any party fails to sign it, the Agreement nonetheless becomes binding upon the Parties as if they had both signed the Agreement and is effective as specified.

Article 49: LANGUAGE AND DEFINITIONS

- 49.0.1 Wherever in this Agreement a singular or specific gender expression is used, it shall be interpreted to include the plural or other genders, and vice versa unless the context requires otherwise.
- 49.0.2 The Parties agree to allow for minor differences in the administration of specified time periods and rates of pay that are due to conversion and rounding in PeopleSoft.
- 49.0.3 "Additional Responsibility" means when an employee assumes specific additional responsibilities from a higher classification but continues to carry out the majority of the duties within their existing classification during the period of assignment.

- 49.0.4 "Anniversary Date" means the date twelve (12) months from, and each succeeding twelve (12) months from, the employee's original date of hire in a position within the scope of this Agreement. An anniversary date may be adjusted according to the provisions of Articles 21.1.3 and 36.0.4.
- 49.0.5 "Appeal" means the formal application to a higher decision-making body for a reversal of a decision. Classification appeals shall be subject to the Dispute Resolution Process outlined in the Collective Agreement.
- 49.0.6 "Arbitrator" refers to any neutral third person(s) selected by the Parties to render a binding decision on the matter under dispute, including but not limited to a classification umpire, or Labour Board certified grievance or interest arbitrator, or the Labour Board for jurisdictional disputes.
- 49.0.7 "Blackout Period" is identified as a period in time when the University requires staffing to be at maximum levels for operational reasons, that has been agreed upon between the Parties and communicated in writing to the affected employees.
- 49.0.8 "Break of Employment" means any termination of employment by reason of resignation, dismissal, position abolishment, or retirement.
- 49.0.9 "Comparable position" means a position in the same job family and pay band as the employee's former position, of equivalent status (e.g. full-time, Continuing, etc.) that the employee is qualified and able to perform with reasonable orientation and initial training.
- 49.0.10 "Conditionally funded" means an initiative with a specified scope that is financed for a defined period of time and includes but is not limited to grant-funded or external one-time source-funded projects, or one-time budget allocations.
- 49.0.11 "Days" means working days unless otherwise specified.
- 49.0.12 "Department" means an administrative or service unit.
- 49.0.13 "Employee" means an individual covered by the terms of this Agreement.
- 49.0.14 Employee Types include:
- a) "Casual employee" means an individual occupying a position in which neither the University nor the employee has any obligation or expectation for set hours, days, or shifts per week. Employees working over nine hundred and ten (910) hours in a twelve (12) month period shall automatically be considered Continuing. Casual employees include Student Casuals as referenced in Article 15.4 and 49.0.14(h).

- b) "Continuing employee" means an individual occupying a position on either a full-time or part-time basis for year-round employment, or one occupying a position that recommences after a University-established inactive period.
- c) "Full-time employee" means an individual occupying a position with an established schedule of:
  - i) not less than seven (7) hours per day and not less than thirty-five (35) hours per week, or
  - ii) not less than seventy (70) hours in a bi-weekly pay period.
- d) "Non-Recurring Term employee" means an individual occupying a conditionally funded position on either a full-time or part-time basis which is not anticipated to be of a continuing nature. Such an employee works on an established schedule, for a period not less than one (1) month, but less than twelve (12) consecutive months.
- e) "Part-time employee" means an individual occupying a position with an established and ongoing schedule, who is expected to work set hours, days, or shifts each week, but less than specified for a full-time employee.
- f) "Recurring Term employee" means an individual occupying a Continuing position on an established annual schedule on either a full-time or part-time basis for recurring specific periods. The period not worked is considered an established inactive period and will not affect employee status.
- g) "Replacement Term employee" means an individual occupying a position either on a full-time or part-time basis due to an incumbent's absence. Such an employee will work on a regular schedule for a period of not less than one (1) month.
- h) "Student Casual" means Casual positions that are agreed to by the Parties, and that have distinct provisions for the terms and conditions of employment. The Parties agree to review all Student Casual positions on an annual basis for compliance with the provisions of Article 15.3.2 and 15.4.3.

49.0.15 "First Consideration" means qualified bargaining unit employees who apply for a vacant or new position will be screened for posted qualifications and interviewed and/or assessed, provided they do not have formal discipline on file within the past twelve (12) months. The normal interview and selection process will apply.

49.0.16 "Fiscal Year" means the fiscal year of MacEwan University as the period from April 1 to March 31 of each year.

49.0.17 "Full-time hours" means 1,820 hours annually.

49.0.18 "Grievance" means difference regarding the interpretation, operation, application or alleged violation of this Agreement. A grievance should be identified as:

- a) Individual: directly affecting the rights of a specific employee;
- b) Group: directly affecting the rights of a group of employees in the same or similar way, where a common remedy is requested; or
- c) Policy: a difference between the Parties that does not directly affect the rights of an identifiable individual employee or the rights of an identifiable group of employees.

49.0.19 "Illness" means any illness, injury or quarantine restriction which prevents an employee from performing their duties but does not include leaves of absence due to pregnancy, or accidents covered under Worker's Compensation.

49.0.20 "Initial Training" means the provision of departmental knowledge and task-specific training unique to the job that is required for new employees to integrate into and succeed in the position. Initial training should be completed in the first month of employment.

49.0.21 "Job Families" means a series of related positions with progressively higher levels of job function and competency, interpersonal skill, mental effort, decision making, education, and leadership, providing for promotional opportunities over time. They include the following families:

- a) "Administrative Support and Services Job Family" includes roles that provide administrative program, and/or office support, and coordination of the University's services and programs.
- b) "Ancillary Job Family" includes a broad cross section of roles providing campus-related, non-academic services and supports the daily activities of students, faculty, staff, and the public.
- c) "Finance Job Family" includes roles that are focused on the financial activities of the University from transaction processing through to financial analysis and reporting.
- d) "Information Technology Job Family" includes roles that provide secure, innovative, and client-oriented information technology services, support and solutions to the University.

- e) “Learning Services and Academic Administration Job Family” includes roles that provide services, supports, resources, and programs related to academic life, student development and success.
- f) “Infrastructure and Operations Job Family” includes roles focused on providing technical expertise, planning, programs, and services for the University’s physical infrastructure and environment including the safety and security of students, faculty, staff, and the public.
- g) “Marketing, Communications, and External Relations Job Family” includes roles that are focused on developing strategies and communications plans to support the University’s brand and reputation.

49.0.22 "Month" means the period of time between the date in one month and the preceding date in the following month.

49.0.23 “Non-comparable position” means a position in either the same or different job family at a lower pay band as the employee’s former position or with less than equivalent status that the employee is qualified and able to perform with reasonable orientation and initial training.

49.0.24 “On-call” is defined as a period of time outside of an employee’s regularly scheduled work hours, during which the University designates an employee to be immediately available to respond to work-related issues and/or return to work, if so required.

49.0.25 “Out-of-Scope (OOS) Manager” is an individual who is in a position that is not within the MSA bargaining unit and has independent managerial discretion affecting employee(s) within the MSA bargaining unit.

49.0.26 “Parties” specifically refers to the signatory parties to the Collective Agreement: MacEwan University and the MacEwan Staff Association.

49.0.27 “Piece Rate” means a fixed rate of compensation based upon the quantity of a product or service provided.

49.0.28 “Position Description” is a broad, general and written description of a position describing the key responsibilities, problem solving, decision making, supervision, working relationships and key contacts, knowledge, skills and abilities of a position. It is not intended to be an exhaustive list of tasks but will clearly indicate the level of job function and competency, interpersonal skill, mental effort, decision making, education and leadership needed to perform the role.

49.0.29 “Pregnancy Loss” means any situation where a pregnancy ends other than in a live birth.

- 49.0.30 "President" means the President of MacEwan University.
- 49.0.31 "Probationary employee" means an employee serving a probationary period according to the provisions of Article 16.
- 49.0.32 "Probationary Period" means an initial period of employment served by an employee holding a Continuing, Recurring Term or Term appointment, during which period the employee must demonstrate the ability to perform the duties required of the position.
- 49.0.33 "Promotion" means the movement of an employee to a position that is classified in a pay band with a higher end rate than their existing position.
- 49.0.34 "Reasonable orientation" means the provision of general information about the University and the work unit. It includes an overview of policies, procedures, job expectations and basic familiarization with position-related institutional technology. A reasonable orientation should be completed in a one-week period.
- 49.0.35 "Reassignment" means the placement of an employee into a position that is comparable to their former position.
- 49.0.36 "Recall" from furlough, temporary layoff, or position abolishment means a request to an employee to return to work when work is again available in their home or comparable position. If such request is prior to an identified anticipated date of return, such request shall be given with a minimum of five (5) days of notice.
- 49.0.37 "Red-circled" means that the existing salary remains unchanged until such time as the maximum salary rate for the applicable pay band equals or surpasses the incumbent's existing salary rate, for a maximum of twenty-four (24) months from the effective date of the employment change.
- 49.0.38 "Release Time" means time off from regular work tasks in order to participate in other specified activities within scheduled work hours. Employees receiving release time will not receive any reduction in pay.
- 49.0.39 "Seniority" means the length of continuous employment within the scope of the MSA bargaining unit from the employee's original date of hire, and includes employment during an absence:
- a) for parental leave; or
  - b) leave with pay; or
  - c) leave without pay not exceeding four (4) months; or
  - d) leave without pay for any period when in receipt of disability benefits or WCB payments; or

- e) leave without pay while on Compassionate Care Leave.
  - f) Casual employees shall not be included in the calculation of seniority; however, upon appointment into a Continuing, Term, or Recurring Term position, casual employment which is contiguous to the appointment shall be included in the calculation of the seniority. In calculating seniority, casual hours worked from latest date of hire will be used and converted to a seniority date.
- 49.0.40 "Shift" means the period of time an employee is scheduled to be at work in a day, from the time they are scheduled to report to work until the time they are permitted to leave work, inclusive of paid and unpaid breaks.
- 49.0.41 "Sick leave" means the period of time an employee is absent from work due to illness and in receipt of regular pay.
- 49.0.42 "Student" means a person who is enrolled in a secondary or post-secondary Institution.
- 49.0.43 "Temporary Furlough" means a mandatory suspension from work without pay that is of a temporary nature based on circumstances beyond the employer's control (Force Majeure), where the employment relationship between the employee and University continues, but the employee does not perform any work on behalf of the University. If the furloughed employees are required to perform work, they must be recalled and paid appropriately. The University and the MSA shall mutually agree on the appropriate length that furlough may extend.
- 49.0.44 "Temporary Layoff" means a temporary separation from employment initiated by the University for a period of less than two (2) months due to a shortage of work or operational reasons within the employer's control and with an identified anticipated date of return. This period may be extended upon mutual agreement of the Parties, which will not be unreasonably withheld.
- 49.0.45 "Trial Period" means an initial period of employment served by an employee in a Continuing position as a result of transfer, during which the employee must demonstrate the ability to perform the duties required of the position.
- 49.0.46 "University" means the Board of Governors of MacEwan University, or as appropriate, the University President or the Administration or Management of MacEwan University acting on its behalf.
- 49.0.47 "Vacation Credits" are the actual hours that have been accrued by an employee that are used during an employee's vacation leave.
- 49.0.48 "Vacation entitlement" is the accrual rate at which an employee earns vacation credits and may be referred to on an annual or hourly basis.

- 49.0.49 "Vacation year" means the annual period from January 1 to December 31, inclusive.
- 49.0.50 "Week" shall be considered Sunday to Saturday for the purposes of calculating overtime.
- 49.0.51 "Working Day" means a day during which normal University operations occur, and does not include Saturday, Sunday, statutory holidays or other holidays declared by the University from time to time.
- 49.0.52 "Years of Service" means the total duration of employment at MacEwan University commencing on the initial date of hire less breaks of employment greater than one (1) year, regardless of employment category, status, or scope.



The Collective Agreement between MacEwan University Board of Governors and MacEwan Staff Association effective July 1, 2020 until June 30, 2024 with associated Appendix and Letters of Understanding (LOU):

- Appendix I: Committee Selection Flowchart
- LOU A: Transition of Classification System
- LOU B: Grandfather Payments
- LOU C: Extended Hours for the Department of Security Services
- LOU D: Provisional Salary Grid Placement
- LOU E: Professional Development
- LOU F: Recall Trial Periods
- LOU G: Piece Rates
- LOU H: International and Domestic Work-related Travel
- LOU I: Provisional Salary Grid Placement for Research Assistants
- LOU J: Post-Bargaining Commitments

Agreed to this 8 day of May, 2023.

The MacEwan University Board of Governors.

Per: A. Jirintea  
President, MacEwan University

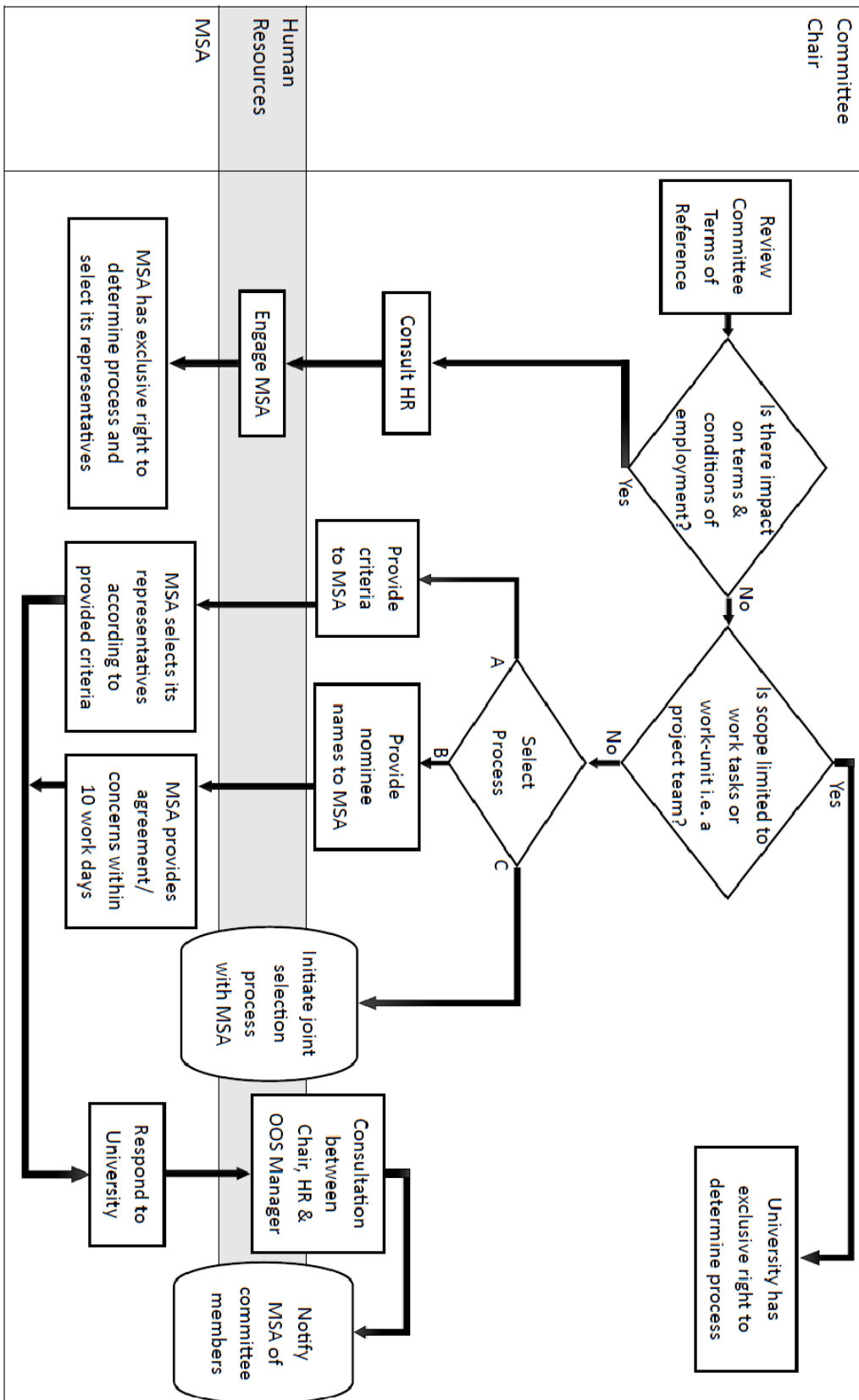
Per: [Signature]  
Chair, University Negotiating Committee

The MacEwan Staff Association

Per: SE Alexander  
President, MacEwan Staff Association

Per: [Signature]  
Lead, MacEwan Staff Association Negotiating Committee

Appendix I: Committee Selection Flowchart



### LOU A: Transition of Classification System

The Parties to the Collective Agreement in effect from July 1, 2020 to June 30, 2024, agree to the following for the duration of the Collective Agreement:

- The University will transition to a Job Family classification and salary placement system between July 2017 and June 2020. The Hay Evaluation system will be discontinued as of implementation of the new plan. Work required to complete the transition to the Job Family system will occur between July 2017 and June 2020
- Definition of job family groups, criteria for placement in a group, titling changes, and other details of the new system will be jointly agreed upon between the University and the MSA with facilitation and consultation by a third party.
- During the development of the new plan, reclassification requests will be summarily assessed to determine the extent of the change to the job. If on this initial assessment the change appears to be less than 40 points (using the Hay methodology), the request will not be considered.

## LOU B: Grandfather Payments

MacEwan University and the MacEwan Staff Association agree to the following options for the Saturday, January 1, 2011, implementation of the bi-weekly arrears pay cycle. These options apply to all current Continuing and existing recurring term and term employees.

In order to transition from the current monthly payroll processing to a bi-weekly arrears payroll processing the University will provide the following options on a one-time basis:

### OPTION 1: Grandfathering Payment

- The University will provide the employee with a grandfathering payment equivalent to 10 days pay.
- The bi-weekly arrears pay cycle will commence with payment on Tuesday, January 25, 2011 followed by payments thereafter every second Tuesday.
- By selecting this option of a one-time grandfathering payment the employee will receive 26 payments in 2011.
- The Friday, January 14, 2011 grandfathering payment (which represents a payroll payment) will be subject to all statutory deductions and all applicable University benefit deductions including Local Authorities Pension Plan deductions.
- Upon termination of employment the employee will be paid up to and including the final day of work. At that time, the employee receiving the grandfathering payment will have their time and payments reconciled, so as to ensure the total payments from Saturday, January 1, 2011 to the termination of employment reflect the amount earned by the employee for work performed.
- Effective January 14, 2011, any employee who has received a grandfathering payment and who subsequently goes on a leave from the University, resulting in not being paid on payroll, will be paid up to and including the last day of work prior to commencement of the leave. At that time the employee receiving the grandfathering payment will have their time and payments reconciled, so as to ensure the total payments from Saturday, January 1, 2011 to the last day of work prior to commencement of the leave reflect the amount earned by the employee for work performed. Upon the employee's return from leave the employee will be placed on the bi-weekly pay-in-arrears cycle. The employee shall not be entitled to a further grandfathering payment.
- An employee returning from a leave, who has previously received a grandfathering payment, will have the option to request an Advance of up to 10 day's pay. Repayment of the Advance will be in equal installments over no more than the next 10 paydays. The employee must make their request for an Advance to the Human Resources department prior to returning to work. This Advance is limited to the return from the employee's first leave.
- The Parties agree to meet within 36 months to review and discuss the administration of the grandfathering payment.

#### OPTION 2: Payout of 2009/10 Vacation Carry Forward and or Overtime/Lieu Time

- The University will allow the employee to receive a payout of their remaining 2009/10 Carry Forward Vacation balance to a maximum of 10 days to be paid on Friday, January 14, 2011.
- The University will allow the employee to receive a payout of approved and worked Overtime/Lieu Time (to a maximum of 10 days) to be paid on Friday January 14, 2011. The overtime and/or lieu time must be approved and worked prior to Friday, November 26, 2010 to be eligible for payout on Friday, January 14, 2010.
- Vacation accrued in 2010/ 11 shall not available for payout.
- Should the employee have 2009/10 Vacation Carry Forward and Overtime/Lieu Time accrued the employee can use a combination of these two payouts to a maximum of 10 day's pay.
- The employee will provide the Human Resources Department with the employee's 2009/10 Carry Forward Vacation and/ or Lieu Time to be paid out to the Human Resources Department by Friday, November 26, 2010.
- The vacation payout of 2009/10 Vacation Carry Forward is not considered earnings for Local Authorities Pension Plan.
- An employee who chooses a 2009/10 vacation Carry Forward payout and /or Overtime/Lieu Time payout will not receive the grandfathering payment.

#### OPTION 3: Transition Directly to New Bi-Weekly Arrears Payroll

- The employee will transition directly to the bi-weekly pay-in-arrears cycle.
- The employee will receive their first pay period on Tuesday, January 25, 2011 (for the period January 1 - 15, 2011).
- By selecting this option, the employee will receive 25 payments and for 26 pay periods in 2011.

#### ADMINISTRATION OF CONTINUING, RECURRING TERM, TERM AND CASUAL EMPLOYEES

- The intent of this Letter of Understanding is to provide the employees with some flexibility in respect to mode of transition to the bi-weekly pay-in-arrears cycle, while ensuring that all employees receive full pay for time worked, but not more, regardless of which Option they chose.
- Only Option 1, Option 2 or Option 3 can be selected. There shall be no combination of the options.
- Each employee shall sign an option form indicating the employee's selection and return it to Human Resources no later than Friday, November 26, 2010.
- Should no option form be received from the employee by Friday, November 26, 2010, the employee shall be considered to have selected Option 1.

- All employees hired after Sunday, October 31, 2010 will be paid under the existing pay cycle until Friday, December 31, 2010 and effective Saturday, January 1, 2011, placed on the bi-weekly pay-in-arrears cycle.
- Recurring term employees, upon reappointment after January 1, 2011, will be placed on the bi-weekly pay-in-arrears cycle.
- Provided there is no break in service, term appointments upon renewal or conversion to continuing will maintain the grandfathering option. Should an existing term employee be successful on a competition for a continuing position, at that time the employee receiving the grandfathering payment will have their time and payments reconciled, so as to ensure the total payments from Saturday, January 1, 2011 to the last day of work prior to commencement of the continuing position reflect the amount earned by the employee for work performed. Upon the commencement of the continuing position the employee will be placed on the bi-weekly pay-in-arrears cycle. The employee shall not be entitled to a further grandfathering payment.
- Effective January 1, 2011, casual employees will transition directly to the bi-weekly pay-in-arrears cycle.

LOU C: Extended Hours for the Department of Security Services

The Parties to the Collective Agreement in effect from July 1, 2020 to June 30, 2024, agree to continue the application of Letter of Understanding 6 – Extended Hours for the Department of Security Services that was signed on Oct 25, 2016 for the life of the Agreement, or until a replacement overtime averaging agreement or alternative LOU has been negotiated, whichever is earlier. Note: the references to Collective Agreement Articles in the original Letter of Understanding 6 reflect the Collective Agreement in effect at the time of signing.

LOU D: Provisional Salary Grid Placement for Specific Roles

The Parties to the Collective Agreement in effect from July 1, 2020 to June 30, 2024 agree to the following for the duration of the Collective Agreement:

If recruitment to vacancies is unsuccessful due to qualified candidates’ salary expectations exceeding the maximums permitted in Article 21.1.1 and Article 21.1.2, the University may request provisional salary grid placement to facilitate recruitment to the following positions:

- a) Facilities Maintenance: Plumber, Electrician, Automation HVAC Tech, Security Systems Tech.
- b) Information Technology Services: Systems Analysts, Business Analysts, Project Managers.
  - i. Human Resources and department management will provide supporting rationale to MSA.
  - ii. Existing employees performing the same job will also have their salary grid placement adjusted to ensure consistency and fairness (e.g. existing employees not paid less than new employees with the same work experience and qualifications, etc.) The employer shall not be prevented from reinstating the Article 21.1.1 limitation on salary placement to Step 5 for future hires.
  - iii. The affected position(s) will be re-evaluated to determine the appropriateness of its pay band assignment, and any changes similarly implemented for affected employees.
  - iv. The agreement shall be appropriately documented between the Parties.

In accordance with LOU D – Provisional Salary Placement for Specific Roles, the Parties agree to the following:

<b>Affected Position</b>	<b>Date</b>	<b>Provisional Grid Placement for New Employee</b>	<b>Consequential Adjustment for Existing Employees</b>
<b>Facilities Maintenance</b>			
Plumber	Dec 13, 2017	Band E, Step 8	Placement at Step 8 of Band E, with Long-Service Increment implemented immediately if 5 or more years of service
Electrician	Dec 13, 2017	Band E, Step 8	
Automation HVAC Tech	Dec 13, 2017	Band E, Step 8	
Security Systems Tech	Dec 13, 2017	Band E, Step 8	
<b>Information Technology Services</b>			
Systems Analyst	March 1, 2021	Band G, Step 8	Placement at Step 8 of Band G, with Long-Service Increment implemented immediately if 5 or more years of service
Business Analyst	March 1, 2021	Band G, Step 8	
Project Manager	March 1, 2021	Band G, Step 8	



### LOU E: Professional Development

The Parties to the Collective Agreement in effect from July 1, 2020 to June 30, 2024 agree to the following for the duration of the Collective Agreement:

Given the concerns raised by MSA regarding the challenges that employees experience trying to schedule desired courses through the University's "Access to University Learning Activities" program at times that least interfere with their work schedule, the Parties agree to investigate and improve the program to facilitate professional development of staff. Discussions will include, but not be limited to, exploration of reciprocal agreements with other post-secondary institutions, encouraging alternate course delivery times, and facilitating more flexible scheduling of work with the OOS Manager to enable attendance by the employee.

The University commits to collaboratively review and jointly develop and/or revise the professional development program for bargaining unit employees with MSA. This will include a review of the grievance fund utilization and the use of this money to expand opportunities for MSA members that may not currently exist. The start date of such collaboration will be as soon as possible, and the completion of the professional development program review will be prior to the collective agreement expiration.

## LOU F: Recall Trial Periods

The Parties to the Collective Agreement in effect from July 1, 2020 to June 30, 2024 agree to the following for the duration of the Collective Agreement:

The Parties to the Collective Agreement agree that the general principles of a trial period, reversion, and notice as outlined in Articles 16.0.3, 16.0.6, 16.0.7, 16.0.8, 46.4.6, 46.5.2, and 46.6.1 can be applied to recalled employees under the following conditions:

- a) The recall trial period shall be for three (3) months. The recall trial period may be extended by the employer under the same principles as apply to probationary extensions under Article 16.0.6 and 16.0.7.
- b) Either the employer or the employee may initiate reversion back to lay-off and recall during the trial period.
- c) Recall rights and severance shall be adjusted as follows:
  - i. Regardless of who initiated the reversion back to recall, the original recall period shall be extended by the period of time the employee was working.
  - ii. If the reversion to recall was initiated by the employee, and the employee was still in receipt of salary continuance on the date they returned to work from recall, they will be eligible to receive a portion of the remainder of their salary continuance, reduced by one (1) week for every two (2) weeks of work during the trial period. If there is no residual, the employee shall not be eligible for further severance.
  - iii. If the reversion to recall was initiated by the employee, and the employee was no longer in receipt of salary continuance on the date they returned to work from recall, they will not be eligible for any additional severance. The employee will go back on the recall list for the length of time remaining in their recall period. If the employee was still in receipt of their original benefit continuance at the time of recall, they will be eligible to receive the remainder of their benefit continuance period to a maximum of three (3) months.
  - iv. If the reversion to recall was initiated by the employer and the employee was no longer in receipt of salary continuance on the date they returned to work from recall, they will be eligible for additional severance as per Employment Standards based upon their total length of employment. The employee's benefits will also be extended for the same period of time to a maximum of three (3) months as per Article 46.6.1.
  - v. If the reversion to recall was initiated by the employer and the employee was still in receipt of salary continuance on the date they returned to work from recall, they will be eligible to receive the remainder of the severance amount outstanding at the time of recall plus an additional salary continuance amount. The additional salary continuance amount will be adjusted by the length of time the employee was in the trial period to a maximum of three (3) additional months and added to the total severance amount

outstanding. If the employee was still in receipt of their original benefit continuance at the time of recall, they will be eligible to receive the remainder of their benefit continuance period to a maximum of three (3) months.

- d) If a Continuing employee is laid off after their recall trial period, new severance will be calculated based on Article 46.5.1.

## LOU G: Piece Rates

As per Article 21.0.6, the Parties to the Collective Agreement in effect from July 1, 2020 to June 30, 2024 agree to the following regarding piece rate work for the duration of the Collective Agreement:

### **1. Athletics**

- a. Student Athletic Therapist: \$900/term or \$1800 from mid-August to March 31<sup>st</sup> the following year
- b. Summer Camp Positions – employees holding these positions shall not be expected to work more than 40 hours per week without additional compensation:
  1. Summer Camp Student Athlete: \$695/week
  2. Summer Camp Coordinator/Team Lead: \$805/week

### **2. Campus Services**

- a. Sport and Wellness
  - i. Fitness Class Piece Rate: \$46/class
  - ii. Legacy Fitness Class Piece Rates (applicable only to specific employees):
    1. Kickboxing: \$61/1 hour class or \$91.50/1.5 hour class
    2. Pilates: \$51/class
    3. Yoga: \$46 or \$51/class

### **3. Faculty of Fine Arts and Communications**

- a. Artist in Residence Coordinator: \$15,000/annual event, including pre- and post-work  
Rates for positions listed below are based on activity and/or requirements of professional associations and are subject to external variables:
  - i. Accompanist
  - ii. Actor
  - iii. Adjudicator
  - iv. Artist
  - v. Artist Associate
  - vi. Musical Director
  - vii. Musician
  - viii. Vocal Coach

### **4. Faculty of Nursing**

- a. Actors for Simulations and Script Reviews
  - i. Standard Simulation Event: \$450/event
  - ii. N479 Simulation Event: \$650/event
  - iii. Script Review: \$100/script review

### **5. Office of the University Registrar**

- a. Convocation Name Announcer: \$300/ceremony on average

**6. Student Affairs**

a. Interpreters:

Notwithstanding Article 21.2.1, the granting of increments shall be based on years of experience and the below noted grid. If the Interpreter gains one year of experience they will move on the grid, at the start of their next piece rate appointment. A year refers to twelve (12) calendar months – January to December.

<b>Years of Experience</b>	<b>Hourly Rate</b>	<b>Hourly Rate with Certification</b>
Recent Grad	34.41	38.46
1	35.42	39.47
2	36.43	40.48
3	37.44	41.49
4	38.46	42.50
5	39.47	43.52
6	40.48	44.53
7	41.49	45.54
8	42.50	46.55
9	43.52	47.56
10	44.53	48.58
11	45.54	49.59
12	46.55	50.60
13	47.56	51.61
14	48.58	52.62
15	49.59	53.64
16+	51.61	55.66

LOU H: International and Domestic Work-related Travel

The Parties to the Collective Agreement in effect from July 1, 2020 to June 30, 2024 agree to the following for the duration of the Collective Agreement:

Travel Expenses:

All expenses relating to work-related travel shall be reimbursed in accordance with applicable University policy.

Commuting:

- 1) In general, commuting to and from an employee's place of residence to the MacEwan Campus is not considered work hours. As such, the time required to commute to and from the employee's place of residence to an airport, train, or bus station for the purposes of work-related travel shall only be compensated if it exceeds ½ hour each way. The same principle shall be applied for commuting from the employee's temporary residence to the first daily meeting or event while on work-related travel, and from the last daily meeting or event.
- 2) Daily commuting time in excess of ½ hour each way shall be compensated or banked at the employee's straight-time hourly rate of pay but will not be considered into the calculation of overtime.
- 3) All travel between meetings or events during a workday shall be considered part of work hours and shall be included into the calculation of overtime as applicable.

Distance Travel:

- 4) Wherever possible, work-related distance travel shall be scheduled on an employee's regular workdays.
- 5) On distance travel, time shall be calculated as follows:
  - a. Time for work-related distance travel (not daily commuting) shall also be calculated and compensated or banked at straight-time hourly rates and shall not be included into the calculation of overtime.
  - b. Hours of work for travel shall be calculated as a single shift:
    - i. Commencing two (2) hours before scheduled departure of an international flight and one (1) hour before scheduled departure of domestic flight and ending one (1) hour after arrival at route destination for all flights.
    - ii. Commencing one-half (0.5) hour before travel by train or bus and ending one-half (0.5) hour after arrival.

- iii. On distance travel, one (1) unpaid meal break of one (1) hour will be deducted from the calculation of paid time from each twelve (12) hour period.
- iv. Travel time shall exclude time for overnight layovers in which a hotel or accommodation is provided but shall include travel time required between flight legs in which a hotel or accommodation is not provided. Itineraries shall be reasonably scheduled to minimize lay-overs whenever practicable while minimizing total cost (travel cost and wages) to the employer.

Example: Flight from Philippines to Edmonton – 27 clock hours

7 hours REG pay + 1 hour unpaid meal break + 19 hours banked and taken at 1:1

- 6) Travel for work time may only be calculated from cities and airports where University work requires an employee to be. Therefore, all travel for University business must commence from and end in Edmonton and/or to and from cities where University work requires their presence. For further clarity, for the purpose of calculating travel for work time, employees may not commence or end travel in cities where personal business has taken them unless it is pre-approved by an OOS Manager and the time compensation will not increase the University's cost.

#### Statutory Holidays:

During distance travel and while working abroad on University business, employees will be paid at straight-time hourly rates plus an additional day off with pay at their regular rate of pay within one (1) month of the holiday. Overtime on a statutory holiday will be compensated at a rate of 1:1.5 banked time. Travel for work will be compensated at a rate of 1:1 banked time in accordance with agreements outlined under Distance Travel.

#### Work While Abroad:

Outside of distance travel and work or travel on statutory holidays, work performed for University business while abroad will be scheduled and compensated in accordance with Articles 17 through 20 and 22.

#### Plans and Requests for Time Compensation for International Travel:

The Parties agree that international travel includes factors outside of the University's control and therefore Article 17.0.9 timelines cannot be met. Additionally, they also often impact an employee's scheduled day off.

The Parties agree that a preliminary trip plan and schedule must be submitted to the OOS Manager a minimum of fifteen (15) working days prior to departure and before any flights or hotels have been booked. Adjustments will be provided by the OOS Manager to the employee within three (3) business days of receiving the preliminary trip plan. Travel Authorizations will be agreed to at this time.

The Parties agree that finalized trip plans including itineraries, schedules, and daily work hours be submitted to the OOS Manager a minimum of five (5) working days prior to departure; the OOS

Manager will review and adjust or approve hours of work and compensation and notify the employee within three (3) working days.

The Parties further agree that Article 17.0.11 will be interpreted to include all situations that are outside of the University's control, including schedule and itinerary changes implemented by third parties. Where itineraries are required to be changed or where emergencies arise during international travel and work hours change, the employee shall notify the OOS Manager as soon as possible so that the OOS Manager can respond to minimize the University's overtime cost.

Whenever possible, preliminary plans to use accumulated banked time after a trip must be presented at the same time as the schedule and compensation is approved. Staff may request changes to taking earned time off with a minimum of five (5) days' notice wherever possible.

#### Schedule Changes or Additional Hours During International Travel:

If an employee's schedule changes while on international travel, the employee must email the OOS Manager with an explanation of the reason and hours of the change prior to working the new schedule or additional hours. The employee shall make a reasonable decision regarding requests to change their schedule and work hours. Given time zone differences, the employee can work the altered hours prior to receiving approval from an OOS Manager but only after notification has been sent to the OOS Manager in cases where the schedule change was altered due to travel schedule changes implemented by organizers or travel companies, fair or event organizers, educational partner requests, or other external reasons. Employees must receive approval prior to working changed or additional hours where the change is within the control of MacEwan (e.g. answering emails, MacEwan staff asking for meeting changes, etc.). The OOS Manager will adjust the scheduled hours and compensation record as appropriate.

#### Rest Upon Return from International Travel:

To provide appropriate rest time upon return from international University business, employees will normally take a minimum of three (3) business days off immediately following their return from time accrued during their trip abroad. For international trips within Canadian time zones (e.g. Central America, etc.), time off may be reduced to three (3) calendar days (including a scheduled weekend off) provided a plan to utilize banked time accrued during the trip has been approved by the OOS Manager. Time off immediately following the return of an employee from an international trip may be adjusted based on mutual agreement and operational needs (e.g. a key event requiring the employee's attendance immediately following the employee's return).

#### Tracking Travel and Working Hours and Accrued Time Banks:

Hours of work and distance travel for University business abroad will be recorded on a shared Google Sheet between the employee and OOS Manager. The agreed upon plan for hours of work and scheduling will be documented (electronically or physically) and shared between the employee and OOS Manager a minimum of three (3) business days prior to departure. Upon the employees return, the record of change requests (e.g. emails, text messages, Team's chats, etc.) and decisions will be used in conjunction with the tracked changes of the Google Sheet to confirm adjustments were appropriately



recorded. A confirmation email with the final log attached will be agreed to between the employee and OOS Manager to finalize the record. The OOS Manager will request the MacEwan Payroll department to adjust compensation, banked time, and accruals as appropriate, and a copy of the agreed-upon trip record and payroll adjustments will be retained in the employee file held by Human Resources. The OOS Manager, in conjunction with the employee, will ensure that the Google Sheet and PeopleSoft records are reconciled at least quarterly.

LOU I: Provisional Salary Grid Placement for Research Assistants

The Parties to the Collective Agreement in effect from July 1, 2020 to June 30, 2024 agree to the following for the duration of the Collective Agreement:

- a) Research Assistants will be paid as per the following grid:

<b>Level of Education</b>	<b>MSA Pay Band</b>
Bachelor	A
Master	C
Doctoral	F
Postdoctoral	G

- b) The employee's supervisor will determine the initial step placement for the employee within the appropriate band on the MSA grid.
- c) Research Assistants with existing appointments that are expected to be completed by December 31, 2022 will be red-circled at their current rate until December 31, 2022 or the end of their appointment, whichever occurs first. At the discretion of the Office of Research Service and Human Resources, appointments may be extended past December 31, 2022 subject to (d) below.
- d) Rehires or employees with appointments extended past December 31, 2022 will be placed on the appropriate step that does not result in a salary decrease.
- e) Notwithstanding Article 21.1.1, granting of increments shall be based on calendar years of experience and level of education attained on the above noted grid in (a).
- f) Notwithstanding Article 21.3.2, upon approval from the supervisor, Research Assistants may be granted an additional two (2) simultaneous salary increments over a twelve (12) month period, based on education level and/or performance.
- g) Notwithstanding that Research Assistants shall be considered Casual employees as defined in Article 49.0.14(a) and Article 15.3.1, their appointments may have a specified start/end date and they shall not be considered Continuing employees if their hours of work exceed 910 hours annually.

LOU J: Post-Bargaining Commitments

The Parties to the Collective Agreement in effect from July 1, 2020 to June 30, 2024 agree to the following for the duration of the Collective Agreement:

The University commits to developing an electronic vacation request and approval process within the term of this collective agreement.

MSA agrees to support an application for variance to Employment Standards regarding Article 17.0.6 to match the intent of the existing language.

The Parties acknowledge that a dispute over the application of Article 11.0.2(b) Employee Hours Worked by Position was identified. The Parties agree to forward this matter, within a timely manner, to a neutral third party for voluntary mediation/arbitration in accordance with the dispute resolution provisions outlined in Article 48 of the collective agreement.

Wage Schedule

**MSA Annual Wage Schedule**

EFFECTIVE: July 1, 2020 – March 31, 2023

BASED ON: 1,820 Annual Hours

		Steps							
		1	2	3	4	5	6	7	8
Bands	A	\$27,300	\$28,811	\$30,394	\$32,068	\$33,834	\$35,690	\$37,656	\$39,731
	B	\$33,452	\$35,290	\$37,237	\$39,294	\$41,460	\$43,735	\$46,137	\$48,667
	C	\$39,312	\$41,478	\$43,753	\$46,155	\$48,685	\$51,360	\$54,181	\$57,166
	D	\$46,192	\$48,740	\$51,415	\$54,236	\$57,221	\$60,369	\$63,682	\$67,176
	E	\$52,434	\$55,310	\$58,349	\$61,552	\$64,938	\$68,505	\$72,272	\$76,240
	F	\$59,514	\$62,790	\$66,248	\$69,888	\$73,728	\$77,787	\$82,064	\$86,577
	G	\$67,540	\$71,253	\$75,166	\$79,297	\$83,665	\$88,270	\$93,129	\$98,244
	H	\$75,639	\$79,807	\$84,193	\$88,816	\$93,694	\$98,844	\$104,286	\$110,019

**MSA Hourly Wage Schedule**

EFFECTIVE: July 1, 2020 – March 31, 2023

BASED ON: 1,820 Annual Hours

		Steps							
		1	2	3	4	5	6	7	8
Bands	A	\$15.00	\$15.83	\$16.70	\$17.62	\$18.59	\$19.61	\$20.69	\$21.83
	B	\$18.38	\$19.39	\$20.46	\$21.59	\$22.78	\$24.03	\$25.35	\$26.74
	C	\$21.60	\$22.79	\$24.04	\$25.36	\$26.75	\$28.22	\$29.77	\$31.41
	D	\$25.38	\$26.78	\$28.25	\$29.80	\$31.44	\$33.17	\$34.99	\$36.91
	E	\$28.81	\$30.39	\$32.06	\$33.82	\$35.68	\$37.64	\$39.71	\$41.89
	F	\$32.70	\$34.50	\$36.40	\$38.40	\$40.51	\$42.74	\$45.09	\$47.57
	G	\$37.11	\$39.15	\$41.30	\$43.57	\$45.97	\$48.50	\$51.17	\$53.98
	H	\$41.56	\$43.85	\$46.26	\$48.80	\$51.48	\$54.31	\$57.30	\$60.45

Note: Actual payroll setup rates may vary slightly due to rounding and the calculation of rate increases on decimal places in the system.

**MSA Annual Wage Schedule**

EFFECTIVE: April 1, 2023  
 BASED ON: 1,820 Annual Hours

		Steps							
		1	2	3	4	5	6	7	8
Bands	A	\$27,646	\$29,175	\$30,776	\$32,469	\$34,252	\$36,145	\$38,129	\$40,222
	B	\$33,870	\$35,727	\$37,710	\$39,785	\$41,969	\$44,281	\$46,719	\$49,267
	C	\$39,803	\$41,987	\$44,299	\$46,738	\$49,286	\$51,997	\$54,855	\$57,876
	D	\$46,774	\$49,340	\$52,052	\$54,909	\$57,931	\$61,116	\$64,483	\$68,013
	E	\$53,089	\$56,001	\$59,077	\$62,317	\$65,757	\$69,360	\$73,182	\$77,186
	F	\$60,260	\$63,573	\$67,085	\$70,762	\$74,656	\$78,751	\$83,083	\$87,651
	G	\$68,377	\$72,145	\$76,112	\$80,280	\$84,703	\$89,380	\$94,294	\$99,463
	H	\$76,586	\$80,808	\$85,249	\$89,926	\$94,858	\$100,082	\$105,596	\$111,402

**MSA Hourly Wage Schedule**

EFFECTIVE: April 1, 2023  
 BASED ON: 1,820 Annual Hours

		Steps							
		1	2	3	4	5	6	7	8
Bands	A	\$15.19	\$16.03	\$16.91	\$17.84	\$18.82	\$19.86	\$20.95	\$22.10
	B	\$18.61	\$19.63	\$20.72	\$21.86	\$23.06	\$24.33	\$25.67	\$27.07
	C	\$21.87	\$23.07	\$24.34	\$25.68	\$27.08	\$28.57	\$30.14	\$31.80
	D	\$25.70	\$27.11	\$28.60	\$30.17	\$31.83	\$33.58	\$35.43	\$37.37
	E	\$29.17	\$30.77	\$32.46	\$34.24	\$36.13	\$38.11	\$40.21	\$42.41
	F	\$33.11	\$34.93	\$36.86	\$38.88	\$41.02	\$43.27	\$45.65	\$48.16
	G	\$37.57	\$39.64	\$41.82	\$44.11	\$46.54	\$49.11	\$51.81	\$54.65
	H	\$42.08	\$44.40	\$46.84	\$49.41	\$52.12	\$54.99	\$58.02	\$61.21

Note: Actual payroll setup rates may vary slightly due to rounding and the calculation of rate increases on decimal places in the system.

**MSA Annual Wage Schedule**

EFFECTIVE: December 1, 2023  
 BASED ON: 1,820 Annual Hours

		Steps							
		1	2	3	4	5	6	7	8
Bands	A	\$28,064	\$29,611	\$31,231	\$32,960	\$34,762	\$36,691	\$38,693	\$40,823
	B	\$34,380	\$36,254	\$38,275	\$40,386	\$42,606	\$44,936	\$47,429	\$50,014
	C	\$40,404	\$42,624	\$44,972	\$47,447	\$50,032	\$52,780	\$55,674	\$58,750
	D	\$47,484	\$50,086	\$52,835	\$55,728	\$58,804	\$62,026	\$65,447	\$69,033
	E	\$53,890	\$56,839	\$59,969	\$63,245	\$66,739	\$70,398	\$74,274	\$78,351
	F	\$61,170	\$64,519	\$68,086	\$71,817	\$75,785	\$79,934	\$84,321	\$88,962
	G	\$69,397	\$73,219	\$77,259	\$81,481	\$85,977	\$90,727	\$95,714	\$100,955
	H	\$77,732	\$82,027	\$86,523	\$91,273	\$96,278	\$101,574	\$107,180	\$113,077

**MSA Hourly Wage Schedule**

EFFECTIVE: December 1, 2023  
 BASED ON: 1,820 Annual Hours

		Steps							
		1	2	3	4	5	6	7	8
Bands	A	\$15.42	\$16.27	\$17.16	\$18.11	\$19.10	\$20.16	\$21.26	\$22.43
	B	\$18.89	\$19.92	\$21.03	\$22.19	\$23.41	\$24.69	\$26.06	\$27.48
	C	\$22.20	\$23.42	\$24.71	\$26.07	\$27.49	\$29.00	\$30.59	\$32.28
	D	\$26.09	\$27.52	\$29.03	\$30.62	\$32.31	\$34.08	\$35.96	\$37.93
	E	\$29.61	\$31.23	\$32.95	\$34.75	\$36.67	\$38.68	\$40.81	\$43.05
	F	\$33.61	\$35.45	\$37.41	\$39.46	\$41.64	\$43.92	\$46.33	\$48.88
	G	\$38.13	\$40.23	\$42.45	\$44.77	\$47.24	\$49.85	\$52.59	\$55.47
	H	\$42.71	\$45.07	\$47.54	\$50.15	\$52.90	\$55.81	\$58.89	\$62.13

Note: Actual payroll setup rates may vary slightly due to rounding and the calculation of rate increases on decimal places in the system.

\*Additional 0.5% increase subject to the Provincial Government’s Gain Sharing Formula (GSF) not shown in grid.