



COLLECTIVE AGREEMENT

BETWEEN THE GOVERNORS OF THE UNIVERSITY OF CALGARY

AND

ALBERTA UNION OF PROVINCIAL EMPLOYEES LOCAL 052

April 1, 2024 - March 31, 2028

An Introduction to Your Union

As a support staff Employee of the University of Calgary you are a Member of the Alberta Union of Provincial Employees Local 52.

Local 52 is comprised of four Chapters (see back cover for list of Chapters and Officers). Each Chapter elects an Executive and Union Stewards from among its Members. The Chapters are charged with ensuring that the individual needs of an Employee's group are represented in any dispute with the Board, and that the unique requirements of the Chapter are represented on Local Council.

Representatives to Local 52 Council are elected by the Chapters. The Local Executive is elected from among the members of Local Council.

Your Local Council, in conjunction with AUPE Central Office, is responsible for representing your interests before the Board, negotiating working conditions and salaries contained in the Collective Agreement and the day-to-day running of the Local.

In matters pertaining to the interpretation of the Collective Agreement, or for advice on matters not covered therein, you should contact a Union Steward, Membership Service Officer (MSO) or the Executive of the Chapter to which you belong. It is their duty to assign or handle grievances and to assist the Membership with problems and to give advice for solutions.

Good and Welfare – Local 52 has established a Good and Welfare Committee for the purposes of recognizing life events of our members and sending acknowledgments on behalf of the Local. For more information or to make a request, please visit our website at local052.aupe.ca

Local 52 maintains an office in Science A117, which will be staffed as necessary to deal with the concerns of the Membership. The office phone number is 403-220-8511 where messages may be left and a Local 52 Officer will contact you, or you can email chiefstewardlocal052@aupe.ca.

AUPE maintains a Calgary office at 2116 27th Ave NE and can be reached at 1-800-232-7284. An efficient staff member will be glad to assist.

You are encouraged to take an active part in the running of your Local. You will find the experience of representing your fellow employees interesting, educational, and rewarding. Your Local and your Union's effectiveness is directly proportional to the sum of its active participants.

This page contains information supplied by the Union and is not part of the Agreement.

Subject to errors, omissions and review by the parties

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BETWEEN:

THE GOVERNORS OF THE UNIVERSITY OF CALGARY, a body corporate operating The University of Calgary
(hereinafter called “the Board”)

OF THE FIRST PART

and

THE ALBERTA UNION OF PROVINCIAL EMPLOYEES
(hereinafter called “the Union”)

OF THE SECOND PART

WHEREAS, the Labour Relations Code **(**hereinafter referred to as “the Code”), applies to The University of Calgary (hereinafter called “the University”) and the support staff of the University (hereinafter called “Employee” or “Employees”);

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

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

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

PART A
COMMON PROVISIONS

BETWEEN

THE GOVERNORS OF THE UNIVERSITY OF CALGARY

AND

ALBERTA UNION OF PROVINCIAL EMPLOYEES LOCAL 052

April 1, 2024 - March 31, 2028

ARTICLE 1
Interpretation and Definitions

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

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

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

1.02 In this Agreement unless the context otherwise requires:

(a) "Academic Year" means July 1 to June 30.

(b) "Anniversary Date" means the first (1st) day of the month the Employee commenced employment with the University of Calgary.

(c) "Associate Vice-President (People & Culture)" means the Associate Vice-President (People & Culture) of the University or a designee.

(d) "Basic Salary Rate" means the Employee's monthly, annual or hourly wage exclusive of all premium payments according to their assigned Job Family and Phase listed in Schedule "A" – Salary Schedule.

(e) "Casual Employees" are Operating or Fixed-term Employees engaged to work shifts of three (3) hours or more to:

(i) replace an Employee absent from work for a period of less than twenty (20) consecutive work days, and/or

(ii) augment the regular work force on no more than thirty (30) work days per calendar year.

Casual Employees working in excess of the amounts specified above shall be compensated at the rate of one and one-quarter (1.25) times the Employee's regular rate for all excess hours worked.

(f) "Department" means an Organizational Unit as designated or delegated by the Board.

(g) "Department Head" means a person who is authorized to deal with Grievances within a Department.

(h) "Full-time Employees" are Operating or Fixed-term Employees engaged to perform work on an established schedule based on the normal daily and weekly hours of work for their Job Family.

(i) "Green-Circled Employees" shall mean Employees whose Basic Salary Rate exceeds that currently in effect in Schedule "A" and who shall subsequently continue to receive all negotiated increases.

(j) "Job Family" is a group of Positions with similar responsibilities, characteristics, experience and educational requirements. Job Families are defined in the Job Placement Manual.

(k) "Job Profile" means a description of the Board's requirements and expectations of the Position. The Job Profile includes the primary purpose, nature of the work, education/experience required and accountabilities of the Position.

(l) "Job Review" means a review of the Position to determine the appropriate placement in a Job Family and Phase.

(m) "Limited Term Employees" are Operating Employees engaged on either a full-time or part-time basis for a non-recurring position created through the use of dedicated funding whose terms of hire establish an anticipated end date. The length of a limited term appointment shall not be less than six (6) months and not more than two (2) years. Should the Limited Term appointment be extended beyond two years from the commencement date of the appointment, the Employee shall be entitled to notice or pay in lieu of notice according to the Notice Schedule in Article OP40 – Position Abolishment. No Limited Term appointment shall be extended for more than two (2) years beyond the appointment's original end date. Such Employees shall not be rehired to another Limited Term appointment within the same Department for one (1) year following the date of termination.

(n) "Local" means Local 52 of the Alberta Union of Provincial Employees.

(o) "Member" means an Employee of the University who is included in the bargaining unit and who is a Member of the Union.

(p) "Part-time Employees" are Operating or Fixed-term Employees engaged to perform work on an established schedule during only part of the normal work day or on less than the full number of work days in each week but not less than fourteen (14) hours per week.

(q) "Phase" means a level within the Job Family. A Phase represents a group of Positions within the Job Family with similar levels of primary purpose and accountability. Phases are defined in the Job Placement Manual.

(r) "Position" means the normal duties and responsibilities of the Employee within a Department.

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

If a Recurring Part-time Employee appears to be working regularly scheduled hours, for a period of six (6) months in the same Position and the same Department, then the Parties will have a problem solving discussion to review the Employee's status as per Article 1 - Interpretation and Definitions and make adjustments as agreed.

(t) “Regular Employees” are Operating or Fixed-term Employees engaged on either a full-time or part-time basis.

(u) “Sessional Employees” are Operating Employees engaged on either a full-time or part-time basis for specified periods of employment of a recurring nature not less than twenty (20) consecutive work days and not more than twelve (12) months during each year.

(v) “Student Employees” are Operating or Fixed-term Employees whose Position duties fall in Phase I of a Job Family and are engaged to perform variable work on an irregular schedule for not less than three (3) hours per shift and for not more than twenty-two and one-half (22.5) hours per week. Student Employees working greater than twenty-two and one-half (22.5) hours per week shall be compensated for any hours in excess of twenty-two and one-half (22.5) hours per week at the rate of one and one-quarter (1.25) times the Employee’s regular rate, except during December 1 to January 15 and the period of May 1 to September 15.

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

(w) “Supervisor” means a person to whom an Employee is directed to report and who is not in the bargaining unit.

(x) “Temporary Employees” are Operating Employees engaged on either a full-time or part-time basis to work on a regular schedule for a period of not less than twenty (20) consecutive work days and not more than six (6) consecutive months.

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

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

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

(y) “Temporary Relief Employees” are Operating Employees engaged on either a full-time or part- time basis to work on a regular schedule, for a period of more than six months or whose preceding “Temporary Employee” appointment in addition to the “Temporary Relief Employee” appointment is more than six months with no breaks in service and are replacing a Regular or Sessional Employee who is absent and expected to return. No maximum period of employment shall apply.

(z) “Trustholder” is the recognized person(s) who holds research grants, contracts or is responsible for some other form of trust account at the University, and who is an authorized representative of the Board.

(aa) “Union” shall mean the Alberta Union of Provincial Employees.

(bb) "Union Officers" means Members who are designated or elected in accordance with the Constitution of the Union.

ARTICLE 2
Application of Agreement

Refer to Article OP2 in Part B (Operating Provisions) or Article FXT2 in Part C (Fixed-term Provisions) as appropriate.

ARTICLE 3
Management Rights

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

ARTICLE 4
Bargaining Agent

4.01 The Board recognizes the Union as the exclusive bargaining agent for all Employees. Except where allowed by this Agreement, the Board shall not recognize any Employee, group of Employees or the Union Local as representing the Union; nor shall the Board enter into any separate agreement with such Employee(s) or Union Local which is at variance with the terms or conditions of this Agreement, without prior written approval of the Union.

4.02 There shall be no discrimination, coercion or penalty exercised or practiced respecting an Employee's membership status or lawful activity in the Union.

4.03 An Employee shall have the right to wear or display the recognized insignia of the Union; however, no such insignia larger than a lapel pin shall be worn on issue clothing or uniforms, nor shall an insignia be displayed on Board equipment or property.

ARTICLE 5
Legislation and the Collective Agreement

5.01 If any law passed by the Government of Alberta renders null and void, or alters, any provision of this Agreement, the remaining provisions shall remain in effect for the term of the Agreement and the Parties shall negotiate, in accordance with the bargaining procedures of the Code, a satisfactory provision to be substituted for the provision thus affected.

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

ARTICLE 6
Respectful Workplace

6.01 The Board, Union, and Employees are committed to having a safe and respectful workplace where discrimination, Sexual and Gender-Based Violence, and Harassment are not tolerated.

6.02 "Harassment" means:

(a) Unwelcome and inappropriate verbal, written, graphic or physical conduct, or coercive behaviour, where the behaviour is known or reasonably ought to be known to be unwelcome and is based on a Protected Ground as defined in the University's Harassment Policy, or

(b) Personal Harassment means unwelcome verbal, written, graphic, or physical conduct, behaviour or communication, not based on a Protected Ground, and directed toward an individual or group of individuals where:

(i) there is a misuse or abuse of power having the effect or purpose of significantly abusing, threatening, demeaning or intimidating an individual or group of individuals; or

(ii) such conduct has the purpose or effect of significantly interfering with work or educational performance; or

(iii) such conduct creates an intimidating, hostile, or offensive working, living or educational environment.

6.03 "Sexual and Gender-Based Violence" means any violence, physical or psychological, that is committed, threatened or attempted against another individual without the individual's consent by targeting an individual because of their sex, gender identity, gender expression, or sexual orientation. This includes Gender-Based Violence, Sexual Assault and Sexual Harassment (as defined in the University's Sexual and Gender-Based Violence Policy), stealthing, indecent exposure, voyeurism, creating, acquiring, or distributing degrading sexual imagery, the acquisition or distribution of a sexual image~~s~~ or video of a University Community member without their consent, and stalking that targets an individual based on their sex, gender identity, gender expression or sexual orientation. It can include a single incident or a pattern of behaviour whether in person, online or via other means.

6.04 Complaints of Harassment and Sexual and Gender-Based Violence shall be dealt with in accordance with University policies, in a reasonable timeframe.

6.05 The University's Harassment Policy and Sexual and Gender-Based Violence Policy, including the definitions of Harassment and Sexual and Gender-Based Violence, shall not be altered in any way that materially affects Employees prior to meaningful consultation with the Local.

6.06 In the event that the University's definitions of Harassment or Sexual and Gender-Based Violence are amended in the University's policies, the amended definitions shall apply.

6.07 Nothing in this Article precludes or is intended to discourage Employees from filing a Grievance in accordance with Article 14, Grievance Procedure, or a complaint with the Alberta Human Rights Commission, or any other appropriate regulatory body.

ARTICLE 7
Union Membership and Dues Check-Off

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

7.02 The Board will deduct the Union's regular monthly Membership Dues from the pay of each Employee.

7.03 The Board shall remit the dues to the Union by the first working day after the fifteenth (15th) calendar day in the following month. The remitted dues shall be accompanied by particulars identifying each Employee in a printed form and electronically showing the name of the Employee, last known address, the amount of Dues deducted, Job Family and Phase, Department, starting date and University email address. Effective six (6) months following ratification of this Collective Agreement the particulars shall also include a listing of all Employees on an extended unpaid leave.

7.04 The Union shall advise the Board, in writing, of any change in the amount of the regular monthly Membership Dues to be deducted from the Employee's pay. Such advice shall be communicated to the Board at least thirty (30) days before the effective date of the change.

7.05 No Employee shall be subject to dismissal from employment as a result of loss of Membership in the Union, notwithstanding anything to the contrary in this Agreement.

7.06 The Board shall provide the Local Secretary or a Designee with a monthly list of Regular, and Sessional Employees newly engaged to work during the previous month. Such list shall include each Employee's name, Job Family and Phase ~~and~~ Department and University email address

7.07 The Union agrees to indemnify and save the Board harmless against any claims or liability arising out of the application of this Article.

ARTICLE 8
Union Stewards

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

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

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

ARTICLE 9
Time Off For Union Officers and Members

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

(a) An Employee, and/or Union Steward, for time spent discussing differences or Grievances with representatives of the Board as outlined in Article 14 - Grievance Procedure, and to attend any associated hearing or Arbitration or to attend any investigative or disciplinary meeting.

(b) Union Officers and designated representatives for time spent meeting with representatives of the Board under Article 13.

(c) An Employee, and/or Union Steward, for time spent to attend meetings or hearings in respect of the Employee's complaint under the Board's Policy and Procedures on Respect in the Workplace/ Harassment.

(d) An Employee assigned by the Union to serve on Committees at the request of the Board shall be released from the Employee's duties to participate on such Committees.

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

(a) The amount of time for the Local Chair will be the equivalent of two (2) work days per week.

(b) The amount of time for the Chief Steward will be the equivalent of five (5) work days per week.

(c) A Chief Steward shall return to their previous Position with the University once they are no longer in their elected role provided they have not been in the role for greater than two terms. If the previous Position is not available, the Board shall make efforts to find an alternate position in consultation with the Employee and the Union. If there are no suitable alternate Positions available the Employee shall be entitled to their rights under Article OP40. Should a Fixed-term, Limited-term, Temporary, or Temporary Relief Employee be elected as the Chief Steward and their appointment ends during their elected term, the Board shall have no obligation to extend their appointment.

(d) Any one continuous period of time off will not be less than one half (1/2) of a work day. However, alternate arrangements may be made between the Department Head and the affected Union Officer.

(e) The Board will schedule time off as agreed with the affected Union Officer.

(f) No time off will be granted under the operation of Clause 9.01 (excepting Arbitration days) and Sub-Clause 9.03(h).

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

(a) are designated as representatives [not to exceed three (3) in number] to the Provincial Executive of the Union, to attend regular or special meetings of that body.

(b) are elected to the Union Executive Committee [not to exceed two (2) in number], to attend regular scheduled meetings of this Committee.

(c) are Members [not to exceed five (5) in number] of the Provincial Executive Standing Committees named in the Union Constitution, to attend regular meetings of those Committees.

(d) Members [not to exceed six (6) in number except as otherwise agreed] of the Local Bargaining Committee during negotiations with the Board and during Preparatory Meetings before and during such negotiations.

(e) are appointed to the Local Bargaining Committee [not to exceed four (4) in number, in addition to (d) above], for time spent in preparation for negotiations.

(f) are attending Union training courses [not to exceed twelve (12) Members in number per course].

(g) are selected as delegates [not to exceed one (1) delegate per one hundred (100) Members or portion thereof plus the Provincial Executive Member(s)], to attend the Annual Convention of the Union or to represent the Union at the Conventions of the Alberta Federation of Labour, the Canadian Labour Congress and the National Union of Public and General Employees.

(h) are Union Stewards, for reasonable time spent discussing a Grievance.

(i) are elected for, or appointed to, a full-time position with the Union without loss of seniority for a period not to exceed two (2) years. Such leave of absence shall be renewable for a further term upon written request.

(j) are elected to the Local Council to attend regularly scheduled meetings.

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

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

9.04 To accommodate negotiations, the Board will make reasonable adjustments to the hours of work for Employees working shifts who are Union Negotiation Committee Members.

9.05 In all the foregoing provisions, time off shall be reasonably accommodated. Employees shall provide as much advance notice as is possible when requesting time off.

9.06 To facilitate the administration of Clause 9.03, the Board will grant the leave of absence with pay and invoice the Union for the Employee's salary or for the replacement salary costs, whichever is the greater.

9.07 No Union business other than that indicated herein shall be conducted during working hours.

9.08 The Parties acknowledge the importance of the Local Chapters' Annual General Meetings and are committed to continue developing processes to identify mutual ways to facilitate attendance at these meetings, subject to the operational requirements of the Unit**.** Subject to operational requirements, an Employee shall be released from their duties without loss of regular earnings for one (1) hour if the AGM occurs during their regular working hours.

9.09 To facilitate the administration of Clauses 9.01, 9.02 and 9.03, the Union shall make available an up-to-date list of Union Officers and designated representatives including the title of their elected or designated role.

ARTICLE 10
Rights and Privileges of the Local

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

10.02 The Board agrees to provide the Local with the following in connection with the conduct of the business of the Local and at a cost to be agreed upon by the Parties: office space, telephone service, and internet service. Further, the Board will endeavor to provide six (6) months' notice of any plan to move the Local offices. Any replacement of office space shall be comparable and shall be provided without additional cost to the Local.

10.03 The Board agrees that the Local shall be entitled to use photocopying, printing, audio-visual equipment and postal services of the University subject to availability and rates and regulations established for similar University users.

10.04 The Local shall be entitled to appoint one (1) non-voting member to The University Budget Committee and to any successor committee with a like function and shall be entitled to appoint one (1) non-voting member to The Academic Planning and Priorities Committee and to any successor committee with a like function.

10.05 Designees of the Local may brief new Employees on the operation of the Union for a minimum of fifteen (15) minutes during every Orientation Session held for these Employees by the Board.

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

10.07 The Board shall allow the Local access to the University's internal email system including a special listserv (or equivalent) set up for the purpose for providing Union information directed to its Members.

ARTICLE 11
Union Notices

11.01 Locked, glass enclosed bulletin boards shall be provided for the posting of approved notices related to Union affairs and functions.

11.02 One electronic bulletin board shall be permitted in each of the six (6) University zones for the posting of approved notices related to Union affairs and functions.

11.03 For the purpose of this Article, “approved” means, approved by a Union Officer and the Associate Vice-President (People & Culture).

11.04 The Board reserves the right to designate the location of bulletin boards following consultation with the Local. The Board shall provide ninety (90) days’ written notice to the Local of the need to change any of the locations.

11.05 All costs including installation, maintenance, ongoing operation and relocation of electronic bulletin boards shall be borne by the Local.

ARTICLE 12
Printing of Agreement

12.01 The Board and the Union will each pay one-half (1/2) of the cost of printing copies of this Agreement. In the interest of sustainability, the Parties agree to limit the number of copies to an initial printing of fifteen hundred (1500) of which the Board shall receive six hundred and twenty-five (625) copies and the Union shall receive eight hundred and seventy-five (875) copies. If it becomes necessary to print additional agreements the Board and the Union will agree on the number prior to printing.

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

ARTICLE 13
Joint Consultation

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

13.02 Joint Consultation meetings shall be held on a monthly basis. The parties may agree to meet more or less frequently as required.

13.03 The parties shall notify one another in advance of attendees at Joint Consultation meetings.

13.04 Arrangements for such discussions will be made through the Associate Vice-President (People & Culture) and the Chair of the Local, or designees.

13.05 Joint Consultation shall consist of identifying problems, issues and challenges, and discussing potential solutions for consideration by the Board.

13.06 The parties shall not discuss matters that are the subject of outstanding Individual or Group Grievances, the procedure for which is outlined in Article 14 – Grievance Procedure.

13.07 Joint Consultation, in the above format, will also take place to deal with matters of Policy Grievances subject to Article 14, Group Benefits under Article 35, Long Term Disability under Article 36, Contracted Services under Article 50, and Workplace Health and Safety under Article 51.

ARTICLE 14
Grievance Procedure

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

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

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

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

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

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

Grievance Process

14.02 Informal Discussion

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

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

14.03 Grievances shall commence at Step One except that:

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

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

(c) A Policy Grievance initiated by the Board shall be submitted directly to the Union President. The Union President shall render a written decision within ten (10) days of receipt of the Grievance. If the Grievance is not resolved, the Board may advance the Grievance to arbitration.

14.04 Step One

(a) In the event of an Individual Grievance, the Employee shall submit a written Grievance through the Union to the Associate Vice-President (People & Culture), outlining the difference, the articles(s) claimed to have been violated, and the redress sought within fifteen (15) days of the date the Employee first became aware of or reasonably should have become aware of the act causing the Grievance.

(b) In the event of a Group Grievance, the Union shall submit a written Grievance to the Associate Vice-President (People & Culture), outlining the difference, the article(s) claimed to have been violated, the names of all Employees affected, and the redress sought within fifteen (15) days of the date the Employee first became aware of or reasonably should have become aware of the act causing the Grievance.

(c) The designated hearing officer shall resolve the difference or convene a meeting between the Parties within ten (10) days of receipt of the written Grievance. The purpose of this meeting shall be to assess the merits of the grievance and resolve the difference where possible. A written decision shall be issued within ten (10) days of the Grievance meeting.

(d) No person shall be designated as the hearing officer at step one if their actions or decisions are the subject of the Grievance.

14.05 Step Two

(a) Subject to the Union's approval, a Grievance that is not resolved at Step One may be referred in writing to the Associate Vice-President (People & Culture) within ten (10) days of the decision at Step One. The Associate Vice-President (People & Culture), or designee, shall convene a hearing between the Parties within fifteen (15) days of receipt of the written Grievance at Step Two. The Associate Vice-President (People & Culture) or designee shall issue the decision in writing within ten (10) days of hearing the Grievance.

(b) In the event of an Individual Grievance regarding a dismissal, the Employee may submit a written Grievance at Step Two through the Union to the Associate Vice-President (People & Culture), outlining the difference, the clause(s) claimed to have been violated, and the redress sought within ten (10) days of the dismissal. The Associate Vice-President (People & Culture), or designee, shall convene a hearing between the Parties within twenty (20) days of receipt of the written Grievance at Step Two. The Associate Vice-President (People & Culture), or designee shall issue the decision in writing within ten (10) days of hearing the Grievance.

(c) In the event of a Policy Grievance, the Union shall submit a written Grievance to the Associate Vice-President (People & Culture), outlining the difference, the clause(s) claimed to have been violated, and the redress sought; this Grievance shall be submitted within twenty (20) days of the date the Union first became aware of or reasonably should have become aware of the act causing the Grievance. The Associate Vice-President (People & Culture), or designee, shall convene a meeting between the Parties within fifteen (15) days of receipt of the written Grievance. The purpose of this meeting shall be to assess the merits of the grievance and resolve the difference where possible. A written decision shall be issued within ten (10) days of the Grievance meeting.

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

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

14.08 Optional Mediation

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

14.09 Arbitration

Subject to Clauses 14.06 and 14.08, a Grievance that is not resolved at Step Two may be referred to Arbitration as provided in the *Code*. Where either Party submits a Grievance to Arbitration, the other Party shall be notified in writing within ten (10) days of the decision of the Associate Vice-President (People & Culture), or designee at Step Two.

14.10 Neither an Arbitrator or an Arbitration Board shall have the power to add to, subtract from, modify or amend the provisions or terms of this Agreement.

Time Limits

14.11 The Parties agree that whenever possible the time limits contained within this Article should be adhered to. Either Party may request an extension of the time limits mentioned above provided that such extension is requested prior to the expiry of the time allowed. Where such extension is requested, it may not be unreasonably denied.

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

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

Communication

14.14 Any notice or advice which the Board is required to give to the Union in respect of any matter referred to in this Article shall be sufficient if delivered via email or otherwise to the Union President and copied to the Union Membership Services Officer.

14.15 Any notice or advice which the Union is required to give to the Board in respect of any matter referred to in this Article shall be sufficient if delivered via email or otherwise to the Associate Vice-President (People & Culture), or a designated alternate.

14.16 Any notice or advice emailed must be served to an address that has been provided for this purpose and shall be deemed to have been served on the date sent.

ARTICLE 15
Disciplinary Action

15.01 “Disciplinary Action” is defined as a written warning, a suspension, a demotion or a dismissal applied to an Employee for the purposes of discipline. No Regular (OP or FXT), Sessional, Limited Term, or Recurring Part-time (OP or FXT) Employee who has completed the Probationary Period shall be disciplined without just cause.

15.02 When Disciplinary Action is taken, the Employee shall be advised of the reasons for the action in writing and the length of time the Disciplinary Action will remain on the personnel file.

15.03 The Supervisor shall arrange a time and place for the disciplinary meeting. An Employee must be provided with a minimum of twenty-four (24) hours’ notice to attend the disciplinary meeting and their right to arrange for a Union Steward to accompany them. A disciplinary meeting includes a meeting where formal discipline is issued and/or a meeting where the Employee’s conduct under investigation may be subject to discipline.

15.04 The Board shall provide notice to a respondent Employee of a disciplinary investigation within twenty (20) days (not including Saturdays, Sundays, or Paid Holidays) of the date the Employee's Supervisor becomes aware of the act(s) causing the investigation. The Board's request to extend this timeline shall not be unreasonably denied. Such investigation shall be conducted and concluded in a reasonable timeframe.

15.05 Within twenty (20) days of the conclusion of the investigation (not including Saturdays, Sundays, or Paid Holidays), disciplinary action shall be rendered or where the allegation of misconduct is unfounded or no disciplinary action will be taken, the Employee will be notified in writing. The Board's request to extend this timeline shall not be unreasonably denied.

15.06 An Employee's central personnel file in the People & Culture Department shall be deemed to be purged of any record of the disciplinary action after twenty-four (24) months of continuous service from the date the action was taken provided that an additional record of discipline has not been added.

An Employee may review the central personnel file in the People & Culture Department and request that any record of the Disciplinary Action be removed.

15.07 Access to an Employee's central personnel file in the People & Culture Department, shall be provided to the Employee or to a Union representative, with the Employee's consent, during normal business hours, and within a reasonable time. A Union representative may be present when the file is viewed if requested by the Employee. A staff member of the People & Culture Department shall be present during the viewing of a personnel file. Copies of records in the file shall be supplied on request with reasonable notice. The Employee may be required to pay a reasonable fee as determined by the University to cover the cost of copying.

15.08 The personnel file referred to in this Article is the central personnel file which is maintained by the People & Culture Department. The Parties mutually agree that no information pertaining to interview records, reference checks, or confidential information related to a diagnosis or prognosis concerning either Employee eligibility for Long Term Disability Insurance or an assessment of an Employee by Ability Management shall be contained in the file in the People & Culture Department.

15.09 The central personnel file in the People & Culture Department shall be amended to reflect the final resolution of an Employee's Grievance with respect to a Disciplinary Action.

15.10 Whenever a request is made to review an Employee's central personnel file, the responsible People & Culture staff member shall review the file and purge it of any past-due records of Disciplinary Action before it is released.

15.11 The annual performance feedback document is developmental in its purpose and shall not be considered part of the disciplinary process. Letters of Expectation are not disciplinary in nature and should be reviewed during the annual performance feedback process.

ARTICLE 16
Job Review

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

Job Review

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

The procedure for applying will be as follows:

(a) The Employee may contact People & Culture and/ or the Union at any time for information related to this process

(b) The Employee will make written application, dated and signed, to the Supervisor, that the Position be reviewed.

(c) Within two (2) months of the written application, the Employee and Supervisor will develop or update a Job Profile describing the work performed at the time of review. Should the Employee and Supervisor not agree on the Job Profile, either Party may involve People & Culture and/or the Union for assistance.

(d) The Employee will be permitted a reasonable amount of work time to complete the Job Profile.

(e) The updated and appropriately signed Job Profile will be forwarded to People & Culture with a request in writing to review the placement of the Position in the Job Family and/or Phase. The Employee will be copied on this communication.

(f) Based on the Job Profile, People & Culture will review the Position for placement in the Job Family and/or Phase.

(g) People & Culture will give its decision in writing to the Employee and Supervisor within two (2) months from the date the request was submitted to the People & Culture Department.

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

16.04 Where as a result of a Job Review, an Employee's Position is reclassified to a higher Job Family and/or Phase, and the Employee's current salary is below the Mid-point of the new Job Family and/or Phase, the Board shall grant a salary increase equivalent to at least one Salary Increment as described in Clause 45.02, retroactive to the first of the month following the date on which the Job Review request was submitted in accordance with Clause 16.02(b) above. Salary increases may be granted in other circumstances as determined by the Board.

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

Dispute Resolution

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

(a) Within twenty (20) days of the date that the Employee is notified of the decision, the Employee shall forward a letter to the Associate Vice-President (People & Culture), appealing the decision. People & Culture shall within twenty (20) days of receipt of the letter arrange a problem-solving meeting between the Parties which shall be held within a further twenty (20) days. The purpose of the meeting shall be to give the Parties an opportunity to resolve the difference. Each Party may have in attendance persons who have the expertise to assist in resolving the difference.

(b) If the difference is not resolved either Party may refer this matter in writing within two (2) months of the problem-solving meeting through the Associate Vice-President (People & Culture) to the Job Review Committee. The Job Review Committee shall be comprised of a designee of the Board, a designee of the Union, and a mutually agreed upon Chair. The expenses incurred by using a third party will be equally shared by the Parties.

(c) The Job Review Committee will evaluate the Position and its placement in the Job Family and Phase. The Job Review Committee will consider the matter and give a decision, in writing, within one (1) month. The decision of the Job Review Committee is final and binding upon the Board, the Employee and the Union.

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

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

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

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

ARTICLE 17
Probationary Employee and Period

17.01 Probationary Employees shall mean new Regular (OP or FXT), Sessional, Limited Term, or Recurring Part-time (OP or FXT) Employees hired to occupy positions for an initial trial period called the probationary period.

17.02 The probationary period shall be the first six (6) months of employment or five hundred (500) working hours, whichever is greater.

17.03 A review of a Probationary Employee's progress shall be conducted at approximately the mid-point of the probationary period and the Employee shall be advised in writing of the results of the review.

17.04 An Employee's period of service with the Board as a Casual (OP or FXT), Student (OP or FXT) or Temporary Employee shall be counted toward the probationary period in Clause 17.01 where interruptions or breaks in service were not longer than one (1) month and the service was in the same Position and Department.

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

17.05 The probationary period may be extended by:

(a) the amount of time lost as a result of all paid and unpaid absences occurring during the probationary period. The Employee and the Union shall be notified in writing of the extension, or

(b) mutual agreement between the Union and the Board. The Employee shall be notified in writing of the request for extension and decision.

17.06 If a Probationary Employee is unsatisfactory in the opinion of the Board the Employee may be dismissed. A Probationary Employee will not be dismissed for arbitrary or discriminatory reasons.

ARTICLE 18
Hours of Work

Refer to Article OP18 in PART B (Operating Provisions) or Article FXT18 in PART C (Fixed-term Provisions) as appropriate.

ARTICLE 19
Overtime

19.01 From time to time Employees may be required to work in excess of their regular daily or weekly hours. Overtime compensation will be in the form of either pay or compensating time off (CTO). Compensation for overtime will be made provided such work is authorized by the Board. The Board, where operationally feasible, shall request that Employees work overtime before requiring Employees to work overtime. The Board, whenever possible, shall grant overtime compensation in the form requested by the Employee. Overtime will be compensated for in accordance with the following provisions.

19.02 For the purpose of calculating overtime, the term "regular rate" shall mean the basic hourly rate, or salary equivalent, paid to the Employee for normal hours of work.

19.03 When an Employee's daily hours of work are increased to reduce the number of work days in the week, overtime compensation shall apply only to those hours worked in excess of the scheduled number of hours of work.

19.04 Whenever possible, the Board shall grant CTO at a time that is mutually agreed upon with the Employee involved. In the event that mutual agreement cannot be reached, the Board will provide the Employee with options to take the CTO.

In extenuating circumstances, the Board will schedule CTO and advise the Employee at least three (3) weeks before the date it is to be taken.

19.05 Full-time Employees (OP or FXT)

(a) Time worked in excess of an Employee's normal schedule per day up to three (3) hours or time worked for the first three (3) hours on a first scheduled day off shall be compensated by time off on a time and one- half (1 1/2X) basis or pay at the rate of one and one-half times (1 1/2X) the Employee's regular rate.

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

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

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

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

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

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

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

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

ARTICLE 20
Call-Out Pay

20.01 When a Full-time or Part-time Employee (OP or FXT) is called to work at a time outside normal working hours, the Employee shall be compensated at the applicable overtime rate for the actual hours worked during such call-out, but nevertheless shall be guaranteed, at the Employee’s option, a minimum of four (4) hours pay or time off at the Employee’s regular rate, except that in the case of snow removal if such call-out forms a continuous period with the Employee's normal working hours no minimum shall apply.

20.02 When a call-out forms a continuous period with the Employee's normal working hours, the Employee’s normal working hours will not be reduced as a result of the call-out.

20.03 Except when a call-out forms a continuous period with the Employee's normal working hours, the Employee shall be paid ten dollars ($10.00) as compensation for travel expenses.

20.04 Telephone Calls:

(a) Employees who are formally designated by their Department to receive urgent work-related telephone calls outside of the normal working hours shall be compensated at the applicable overtime rate for all time engaged in such calls. Notwithstanding the foregoing, if the time worked receiving a call and making or receiving additional telephone calls related to the original telephone call totals twenty (20) minutes or less, an Employee shall be compensated a minimum of one-half (1/2) hour's pay at straight time rates or the equivalent time in lieu. For compensation purposes, two (2) or more telephone calls received within a thirty (30) minute period will be considered to be a single call.

(b) Compensation for responding to telephone calls will not be paid in circumstances in which the telephone calls results in the Employee having to return to work. In such cases, the provisions of Clauses 20.01, 20.02 and 20.03 shall apply.

(c) In exceptional circumstances, a Department may designate in writing an alternative method of communication for Employees who are formally designated to receive and respond to urgent work-related communications outside of normal working hours.

ARTICLE 21
Standby Pay

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

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

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

21.03 An Employee shall not normally be required to standby on two (2) consecutive weekends or two (2) consecutive paid holidays, where other qualified staff are available.

ARTICLE 22
Reporting Pay

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

ARTICLE 23
Exclusions From and Inclusions to the Bargaining Unit

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

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

23.02 The Union will respond, in writing, to the Board's notification within twenty- eight (28) days of its receipt of the notice in Clause 23.01. If the Parties fail to agree, they shall meet and attempt to resolve the difference.

23.03 The Union may request to review an excluded Position if it believes the duties have changed.

23.04 This Article is not intended to take away or reduce the rights of either Party as it relates to the Public Service Employee Relations Act.

ARTICLE 24
Shift Differential

24.01 Regular (OP or FXT), Sessional, Temporary, Temporary Relief, and Limited Term Employees, shall be eligible for a shift premium of two dollars and fifty cents ($2.50) per hour in addition to the Employee's Basic Salary Rate for work performed during scheduled shifts in which the majority of the shift falls between 6:00 p.m. and 4:59 a.m.

ARTICLE 25
Weekend Premiums

25.01 Regular (OP or FXT), Sessional, Temporary, Temporary Relief, and Limited Term Employees, shall be paid two dollars ($2.00) per hour in addition to the Employee's Basic Salary Rate for work performed during scheduled shifts in which the majority of the shift falls between Saturday 12:00 a.m. and Sunday 11:59 p.m.

ARTICLE 26
Acting Incumbency Premium

26.01 An Employee who is required by the Board to perform, on an acting basis, a majority of the principle duties of another position within the Department with a higher maximum salary under the salary schedule for a minimum period of one (1) work day will be paid an acting premium.

26.02 The premium will be paid for the entire acting period. The premium shall be five percent (5%) of the Employee's Basic Salary Rate. A premium in excess of five percent (5%) may be awarded at the sole discretion of the Board.

26.03 Where an Employee is required to replace two or more Employees in sequence, the periods of incumbency shall be considered to be one for the purpose of this Article.

26.04 Only one (1) acting incumbent may be designated as a result of any one (1) Employee's absence.

26.05 This Article shall also apply when an Employee is required temporarily to replace a person in a higher paid Position, which is not covered by this Agreement. In such cases, the amount of the acting premium shall be determined by the Board but shall not be less than five percent (5%) of the Employee's Basic Salary Rate.

ARTICLE 27
Group Leader Premium

27.01 An Employee who is assigned to lead a group of Employees, and whose Position does not include such duties, shall have their Basic Salary Rate increased by a premium equivalent to one increment for the period worked as a group leader.

27.02 The increment value shall be calculated in accordance with the schedule contained in Article 45 - Salary Increments, Clause 45.02. If the assignment continues for a period of more than six (6) months the Supervisor or Employee may request a Job Review further to Article 16 - Job Review.

27.03 This premium shall be added to the Employee's Basic Salary Rate for the purpose of calculating overtime pay and for establishing the rate of pay while the Employee is on vacation (Article 29) or sick leave (Article 30), notwithstanding the provisions of Clause 19.02 (Article 19 - Overtime).

ARTICLE 28
Paid Holidays

28.01 Full-time Employees (OP or FXT)

Recognized paid holidays are as follows:

(a)

New Year's Day	Labour Day
Alberta Family Day	Thanksgiving Day
Good Friday	Remembrance Day
Easter Monday	Christmas Day
Victoria Day	Boxing Day
Canada Day	Christmas Floaters
August Civic Holiday	

And all general holidays proclaimed by the Province of Alberta.

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

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

(b) No entitlement in respect to the Stampede ½ Day shall apply to any Employee who is absent from work (for any reason) for the whole duration of Stampede.

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

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

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

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

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

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

(iii) on December 27th, 30th and 31st when Christmas Day falls on a Wednesday,

(iv) on December 29th, 30th and 31st when Christmas Day falls on a Thursday or Friday,

(v) on December 29th and 30th when Christmas Day falls on a Saturday,

(vi) on December 28th and 29th when Christmas Day falls on a Sunday.

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

Employees shall receive 5% of their wages, vacation pay and holiday pay earned each month in lieu of pay for Paid Holidays.

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

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

(a) a mutually agreed upon day off with pay at the Employee’s regular rate, or

(b) pay at the Employee’s regular rate for the paid holiday.

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

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

(b) Time off on a double time basis or pay at the rate of double (2X) the Employee's regular rate for hours worked in excess of the Employee's normal number of daily hours (as per Schedule “A”) of work or, in the case of Part-time Employees, for hours worked in excess of the standard daily hours (as per Schedule “A”) for the Employee's Position.

(c) Where an Employee receives compensating time off, it shall be taken at a mutually agreed time.

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

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

(a) accumulate compensating time off in lieu of pay under Clause 28.05 to a maximum equivalent to the actual number of hours worked on such paid holidays, and

(b) utilize available compensating time off credits in conjunction with scheduled days off to provide one unbroken period of time off including not more than five (5) consecutive working days to be taken at a time mutually agreed upon by the Employee and the Supervisor.

28.08 Time off without pay for religious observance shall be granted, subject to operational requirements. An Employee who intends to request leave or time off under this Article must give notice to their immediate supervisor as far in advance as possible, but no later than four (4) weeks before the requested period of absence.

Employees may request to use vacation, compensating time off, leave without pay, or personal use leave.

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

ARTICLE 29
Vacations

Refer to Article OP29 in PART B (Operating Provisions) or Article FXT29 in PART C (Fixed-term Provisions) as appropriate.

ARTICLE 30
Sick Leave

30.01 The Parties acknowledge that regular attendance at work is a fundamental condition of employment and that Sick Leave benefits as set out in this Article are intended to provide income protection in circumstances where an Employee is unable to attend work due to Illness (defined below). Sick Leave benefits shall not be used in lieu of or to supplement any other leave.

30.02 Definition of Terms

(a) “Illness” means any illness, injury (other than injuries covered by the Workers’ Compensation Board), or quarantine restriction that causes an Employee to be unable to work.

(b) "Medical Appointment" means an Employee's personal health-related appointment with a medical practitioner.

(c) "Calendar Year" means the period January 1 to December 31.

30.03 Sick Leave Provisions for Full-time Employees (OP or FXT)

(a) Medical Appointment:

(i) Employees shall make every effort to schedule Medical Appointments outside of their regular working hours. When this is not possible, Employees shall schedule Medical Appointments at times which will least interfere with the Employee's work, and shall obtain prior approval for the absence. Such requests shall not be unreasonably denied.

(ii) A period of absence which is due to a Medical Appointment, may, at the discretion of the Board, be granted without loss of pay and without deduction from Sick Leave provided that the period of absence does not exceed two (2) hours in the day that the absence occurs.

(iii) An absence in excess of two (2) hours due to a Medical Appointment will be charged against the Employee's Sick Leave for the period of the absence in excess of two (2) hours.

(iv) The Board may require an Employee to submit proof of attendance at a Medical Appointment to Ability Management when time off from work is granted to attend such appointments.

(b) Sick Leave with pay in each Calendar Year is provided as follows:

(i) Illness commencing in the first three (3) months within the first year of employment; 70% of normal salary for one hundred and thirty (130) work days of Illness.

(ii) Employees with greater than three (3) months of employment, but less than one (1) year; 100% of normal salary for each of the first twenty (20) work days of illness and 70% of normal salary for each of the next one hundred and ten (110) work days of Illness.

(iii) Employees with more than one (1), but less than two (2) years of employment; 100% of normal salary for each of the first twenty- five (25) work days of Illness and 70% of normal salary for each of the next one hundred and five (105) work days of Illness.

(iv) Employees with more than two (2), but less than three (3) years of employment; 100% of normal salary for each of the first thirty-five (35) work days of Illness and 70% of normal salary for each of the next ninety-five (95) work days of Illness.

(v) Employees with more than three (3), but less than four (4) years of employment; 100% of normal salary for each of the first forty-five (45) work days of Illness and 70% of normal salary for each of the next eighty-five (85) work days of Illness.

(vi) Employees with more than four (4), but less than five (5) years of employment; 100% of normal salary for each of the first fifty-five (55) work days of Illness and 70% of normal salary for each of the next seventy-five (75) work days of Illness.

(vii) Employees with more than five (5) years of employment; 100% of normal salary for each of the first seventy (70) work days of Illness and 70% of normal salary for each of the next sixty (60) work days of Illness.

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

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

30.05 Conditions of Sick Leave Provisions

(a) Employees on Sick Leave for five (5) or more working days in December shall maintain the remaining Sick Leave allotment from the prior year, upon the commencement of new calendar year. Sick Leave for the new Calendar Year shall be credited to the Employee when the Employee returns to work on a regular schedule for one (1) month and has not been absent due to illness for five (5) or more working days in that month.

(b) For the purposes of administering medical accommodations, Sick Leave days may be converted to hours for a maximum duration of six (6) consecutive months.

(c) When an absence due to Illness continues from one Calendar Year's allotment into the next as set out in Clause 30.03, Sub-Clause (b), the period of leave with pay in respect to that absence is determined according to the Calendar Year in which the absence commenced.

(d) An Employee who is unable to report for work because of Illness is required to inform the appropriate Supervisor or a designee at least one (1) hour in advance of the reporting time for work.

(e) Employees may be required to submit a satisfactory medical certificate in the event of an Illness when circumstances make it reasonable to do so. Any such required certificates shall be provided directly to Ability Management. If the Employee is required to submit a medical certificate as directed by the Board and the physician charges for the information, this expense will be paid by the Board.

(f) An Employee may be required to provide satisfactory additional medical information to support absences due to Illness. Ability Management shall request this information from the Employee when circumstances make it reasonable to do so. If the Employee is required to submit additional medical information as directed by the Board and the physician charges for the information, this expense will be paid by the Board.

(g) The Parties recognize the confidentiality of Employee medical information. Such medical information shall not be divulged to a third party without the consent of the Employee or as otherwise required by law. Confidential Employee medical information shall be maintained by Ability Management separate from any central People & Culture files. Access shall be limited to Ability Management and persons authorized to view the information.

(h) Employees may be required to undergo relevant medical examinations or medical interviews conducted by appropriate professional medical specialists retained and paid by the Board:

(i) in the case of prolonged or frequent absence because of Illness, or

(ii) where there is indication of apparent misuse of Sick Leave, or

(iii) where it is considered necessary to obtain an assessment of the Employee's ability to perform assigned duties.

Upon request of the Employee, a copy of the report of the medical specialist, if any, shall be made available to the Employee's physician or other healthcare provider of their choice.

(i) When a day designated as a Paid Holiday under Article 28 falls within a period of Sick Leave, it shall be counted as a day of Sick Leave and under no circumstance shall an Employee be entitled to both Sick Leave and Paid Holiday benefits for the same day.

(j) Employees may be disqualified from receiving Sick Leave if they fail to comply with Clause 30.03, Sub-Clauses (e), (f) or (h) above, or refuse to accept work, which in the opinion of a physician, they are capable of performing.

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

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

ARTICLE 31
Special Leave

31.01 For the purposes of this Article:

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

(b) "Spouse" shall be defined as husband, wife or common-law spouse.

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

(a) illness within the immediate family - five (5) Work Days annually plus an additional two (2) Work Days annually where long distance travel is required;

(b) bereavement - five (5) Work Days for each instance plus an additional two (2) Work Days per instance where long distance travel is required;

(c) to attend a funeral service for persons other than those listed under Clause 31.03, Sub-Clause (b) - one-half (1/2) Work Day for each instance;

(d) graduation ceremony – one half (1/2) day to attend:

(i) the Employee's graduation ceremony; or

(ii) the University of Calgary convocation ceremony of the Employee's Spouse, child or child of Spouse.

(e) personal use – three (3) Work Days annually;

(f) to attend a citizenship ceremony to receive a certificate of citizenship, as provided for under the *Citizenship Act* – one half (1/2) day.

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

(a) illness within the immediate family – leave of absence shall be granted for the care of an Employee's Spouse, child, child of Spouse or parent and anyone over whom an employee has legal guardianship;

(b) bereavement – leave of absence shall be granted following the death of an Employee's Spouse, child, child of Spouse, parent, step parent, parent-in-law, guardian, ward, grandparent, grandparent-in-law, grandchild, child-in-law, sibling, sibling-in-law, child of sibling, parent's sibling.

(c) Personal use days are provided for discretionary use by Employees for situations that may not be covered elsewhere in this agreement.

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

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

The amount of the fee received by the Court will be deducted from the Employee's pay in the pay period following the period in which jury duty earnings are received.

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

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

ARTICLE 32
Maternity and Parental Leaves

Maternity Leave

32.01 A pregnant Employee who has been employed at the University of Calgary for at least ninety (90) days is entitled to unpaid maternity leave for a period of eighteen (18) weeks commencing any time during the twelve (12) weeks immediately before the estimated date of delivery.

32.02 An Employee whose pregnancy ends prematurely for reasons other than a live birth within sixteen (16) weeks of the estimated due date shall continue to be eligible for maternity leave.

32.03 An Employee who takes maternity leave must take at least six (6) weeks of leave immediately following the delivery of the child unless:

(i) the Employee and the Board agree to a lesser period, and

(ii) the Employee submits medical documentation to Ability Management confirming that the resumption of work will not compromise the Employee's health.

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

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

32.05 A pregnant Employee must give the Board as much notice as possible, but in any case, at least 2 weeks' written notice of the date the Employee will start their maternity leave.

A pregnant Employee may be required to submit a medical certificate to Ability Management certifying the estimated date of delivery.

Parental Leave

32.06 An Employee who has completed ninety (90) days of continuous service and who has or will have the actual care or custody of the newborn or newly adopted child, will be granted up to sixty-two (62) weeks of Parental Leave without pay within seventy-eight (78) weeks after the child's birth. The Employee shall provide proof of the birth or adoption of the child and give the Board reasonable notice in writing of the date on which the leave is to start. The date of the return to work shall be established before the start of the leave.

32.07 Where both parents of the child are University Employees, the Board may restrict the combined total Parental Leave to a maximum of sixty-two (62) weeks.

Top Up Benefits

32.08 The Board will provide Top Up Benefits to eligible Employees for the purpose of income replacement for a parent staying home to care for a child in the first year of life or first year of adoption. To be eligible for Top Up Benefits an Employee must:

(a) be a birthparent or adoptive parent on an approved maternity leave or parental leave;

(b) establish to the Board that the Employee is the primary care giver of the child; and

(c) have completed six (6) months of continuous service as a Regular (OP or FXT), Sessional, or Limited Term Employee.

32.09 The Top Up Benefit is a weekly benefit designed to bring an Employee's income up to a maximum of ninety-five percent (95%) of the Employee's normal salary paid for a period of up to eighteen (18) weeks. The Top Up Benefit is calculated as follows: the amount the Employee would be eligible to receive if the Sick Leave provisions under Article 30 were applicable, up to ninety-five percent (95%) of the Employee's normal salary, less the amount the Employee receives from People & Culture and Skills Development Canada.

32.10 Notwithstanding Clause 32.06, if the Employee does not qualify for Employment Insurance benefits, or qualifies for extended parental Employment Insurance benefits, the University will only provide the difference between the standard parental Employment Insurance benefits and the ninety-five percent (95%) rate.

32.11 An Employee is not eligible to receive more than eighteen (18) weeks of Top Up Benefits in one year.

32.12 Where both parents are Employees, their combined total Top Up Benefits may not exceed a maximum of eighteen (18) weeks.

32.13 Top Up Benefits for Part-time Employees shall be provided on the same basis as for Full-time Employees but proportionate to the Employee's normal hours of work.

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

General

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

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

ARTICLE 33
Leave of Absence

33.01 Leave of Absence may be granted for any valid reason, and shall not be unreasonably denied. The Board shall not place an Employee on an unpaid leave of absence without prior written notice.

Applications for Leave of Absence, or to extend a Leave of Absence, shall be submitted in writing to the Employee's Supervisor for review and approval.

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

33.03 When an Employee has been granted a Leave of Absence, the Employee shall retain all seniority rights earned up to that provided in Clause OP38.01 and FXT38.01, but further seniority will cease to accrue until the Employee has completed the leave and has returned to work.

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

Compassionate Care Leave

33.05 A Leave of Absence without pay of up to twenty-seven (27) weeks shall be granted to an eligible Employee who has to be absent from work to provide care or support to a family member who has a serious medical condition with a significant risk of death within twenty-six (26) weeks.

Critical Illness Leave

33.06 (a) A Leave of Absence without pay of up to thirty-six (36) weeks shall be granted to an eligible Employee who has to be absent from work to provide care or support to their critically ill child.

(b) A Leave of Absence without pay of up to sixteen (16) weeks shall be granted to an eligible Employee who has to be absent from work to provide care or support to their critically ill adult family member.

Death or Disappearance of a Child Leave

33.07 (a) A Leave of Absence without pay of up to fifty-two (52) weeks shall be granted to an eligible Employee who is the parent of a child who has disappeared as the result of a crime.

(b) A Leave of Absence without pay of up to one hundred and four (104) weeks shall be granted to an eligible Employee who is the parent of a child who has died as a result of a crime.

Domestic Violence Leave

33.08 An Employee who requires time off for Domestic Violence Leave, as defined in the *Employment Standards Code*, shall be granted leave without pay of up to ten (10) days in a calendar year for one or more of the following purposes:

(a) to obtain services in respect of the violence form a victim services organization;

(b) to obtain psychological or other professional counseling for the Employee or the Employee's dependent child in respect of the violence;

(c) to relocate temporarily or permanently;

(d) to seek legal or law enforcement assistance including preparing for or participating in any legal proceeding related to or resulting from the violence;

(e) any other purpose provided for in the *Employment Standards Code.*

33.09 Eligibility for and administration of Compassionate Care Leave, Critical Illness Leave, Death or Disappearance of a Child Leave and Domestic Violence Leave shall be in accordance with the *Employment Standards Code.*

Military Leave

33.10 (a) An Employee who has completed twenty-six (26) weeks of continuous service and applied for a Leave of Absence and is a Reservist shall be granted a leave in accordance with the *Employment Standards Code*. This leave shall be without pay.

(b) Consideration may be given to Employees with less than twenty-six (26) weeks of continuous service.

33.11 Except as exempted by Article 2, an Employee who is a Reservist and is required to attend annual military training or military summer camp, shall be granted a Leave of Absence without pay.

33.12 The Board shall not unreasonably deny requests for unpaid leave of absence to accommodate international or domestic deployment.

ARTICLE 34
Overpayments

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

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

34.02 By mutual agreement between the Board and the Employee, repayment arrangements shall be made.

34.03 If an Employee terminates before the recovery is complete, the remainder of the monies owing shall be recovered from the final pay.

ARTICLE 35
Group Benefit Plans

35.01 The Board will make premium contributions on behalf of Employees participating in University Group Plans as follows:

(a) Extended Health Benefits

One hundred per cent (100%) of the cost of the Extended Health Benefits Plan to a maximum of:

$116.23	per month for single coverage (effective on the first pay period one month following ratification)
$288.59	per month for family coverage (effective on the first pay period one month following ratification)

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

(b) Group Life Insurance

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

(c) Alberta Health Care

Fifty percent (50%) of the cost.

(d) Dental Plan

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

$50.81	per month for single coverage (effective on the first pay period one month following ratification)
$126.93	per month for family coverage (effective on the first pay period one month following ratification)

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

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

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

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

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

(a) the spouse or common-law spouse of that Employee,

(b) each unmarried child under the age of 21 years who is wholly dependent on that Employee for support,

(c) each unmarried child less than 25 years of age who is in full-time attendance at an accredited educational institute, and

(d) each unmarried child 21 years of age or more who is wholly dependent on that Employee by reason of mental or physical infirmity.

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

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

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

35.06 For the purposes of calculating entitlements to benefits and premium contributions under this Article on a pro rata basis, the Board will use the following formula:

(a) point four (0.40) to point five-nine (0.59) Full-time Equivalent (FTE) shall receive sixty percent (60%) of the cost for the premiums to the maximum amount paid by the Board;

(b) point six (0.60) to point seven-nine (0.79) FTE shall receive eighty percent (80%) of the cost for the premiums to the maximum amount paid by the Board; and

(c) point eight (0.80) to one point zero (1.0) FTE shall receive one hundred percent (100%) of the cost of the premiums to the maximum amount paid by the Board.

35.07 Flexible Spending Account

The Board will contribute eight hundred and fifty dollars ($850.00) for eligible Full-time Employees and will contribute up to eight hundred and fifty dollars ($850.00) on a pro rata basis for eligible Part-time Employees into a Flexible Spending Account.

Effective July 1, 2026, the Board will increase its contribution to one thousand dollars ($1,000.00) for eligible Full-time Employees and will contribute up to one thousand dollars ($1,000.00) on a pro rata basis for eligible Part-time Employees into a Flexible Spending Account.

35.08 Terms and conditions of the Flexible Spending Account will be available from People & Culture and will be posted online.

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

ARTICLE 36
Long Term Disability

36.01 The Long Term Disability Insurance benefits in effect as at the date of this Agreement shall not be altered except through negotiation, or by the mutual consent of the Parties to this Agreement.

36.02 The Board will make premium contributions on behalf of Employees participating in the Long Term Disability Plan. The premium cost is one hundred percent (100%) Employee paid.

36.03 Long Term Disability benefits are not payable in respect of any disability that commences during an Employee's probationary period.

ARTICLE 37
Workers' Compensation Supplement

37.01 In accordance with the *Workers' Compensation Act*, when an Employee sustains an injury in the course of their duties with the University, the Employee and their Supervisor shall report the injury to Ability Management and Environment, Health & Safety using the online accident reporting system. If the injury causes the Employee to be absent from work or seek medical attention, the Employee and the Board shall complete the required forms for Workers' Compensation. If the claim is approved by the Workers' Compensation Board, the Employee shall be paid their regular full salary during the period they are required to remain off work up to one hundred and twenty (120) work days.

37.02 If the Employee has not returned to work due to injury before the one hundred and twenty (120) day period has expired, they shall then be paid according to the rate prescribed by the *Workers' Compensation Act.* Each full or partial work day that an Employee is in receipt of the Workers' Compensation Supplement shall be counted as a full day towards the one hundred and twenty (120) work day threshold set out in Article 37.01.

37.03 The eligibility period specified in Clause 37.01 shall not apply in the event of a recurrence of a disability due to a previously claimed injury, payable under this supplement, unless the Employee has not used the total eligibility period in which case the unexpended period of eligibility may be applied.

37.04 When a day designated as a paid holiday under Article 28 falls within a period of time an Employee is eligible to receive Workers' Compensation Supplement, it shall be counted as a day of Workers' Compensation Supplement, and under no circumstances shall an Employee receive any additional entitlement in respect of that day.

37.05 An Employee who is injured on the job during working hours and who is required to leave the job site for treatment, or is sent home as a result of such accident or injury, shall not suffer loss of pay for that day's work, regardless of the time of injury. That day shall not be deducted from the eligibility period specified in Clause 37.01.

37.06 The Parties agree that the Workers' Compensation Supplement is intended only for the purpose of protecting an Employee from loss of income while they are unable to work because of injury.

37.07 An Employee who receives Workers' Compensation benefits and who at the commencement of absence from work pursuant to Clause 37.01 is participating in the current benefit plans per Article 35 - Group Benefit Plans shall continue to be covered under these plans throughout the period the Employee is receiving Workers' Compensation benefits. Premium contributions shall continue to be paid by the Board and the Employee as outlined in Article 35.

37.08 An Employee who was on Workers' Compensation leave and who is certified to be fit for work shall be reinstated in the same Position they held prior to the commencement of leave, if still available, or to a reasonably comparable position. Should the Employee be incapable of performing the duties of their former Position, they will be accommodated in accordance with the University of Calgary Workplace Accommodation Policy.

ARTICLE 38
Seniority

Refer to Article OP38 in PART B (Operating Provisions) or Article FXT38 in PART C (Fixed-term Provisions) as appropriate.

ARTICLE 39
Layoffs

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

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

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

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

39.04 Layoff notice shall not be required for Probationary Employees.

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

39.06 In determining the order of layoff or recall of Employees, seniority shall govern when other relevant factors are equal. The application of seniority under this Article shall relate only to Employees who are employed within the same Department and who are in the same Job Family and Phase.

39.07 If a Regular, Sessional, or Recurring Part-time Operating Employee with more than one (1) year of seniority is laid off and is not recalled within six (6) months from the date of layoff, the Employee shall be entitled to receive a severance allowance in the amount shown in the Notice Schedule in Article OP40, Position Abolishment, and their employment terminated.

39.08 If a Regular or Recurring Part-time Fixed-Term Employee with more than one (1) year of seniority is laid off and not recalled within six (6) months from the date of layoff, the Employee shall be entitled to receive a severance allowance in accordance with the Notice Schedule in Article FXT40, Extension of Appointment and Termination of Appointment, and their employment terminated.

ARTICLE 40
Position Abolishment

Refer to Article OP40 in PART B (Operating Provisions) or Article FXT40 in PART C (Fixed-term Provisions) as appropriate.

ARTICLE 41
Training and Upgrading

41.01 The Board shall pay salaries and the costs of courses and course materials for any required training that is approved by the Board.

41.02 Employees may request time off with pay to attend courses and other training that are relevant to their job and professional development. Approval of such request is subject to the Board’s discretion.

41.03 The Board shall maintain its current policy in respect to job-related courses.

ARTICLE 42
Job Opportunities

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

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

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

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

(a) as a result of

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

(b) by the transfer of an Employee for the purposes of rehabilitative employment under Article 30 - Sick Leave, Article 36 - Long Term Disability or Article 37 - Workers' Compensation Supplement, or for the purposes of an accommodation in accordance with the University's Policy, or

(c) to comply with an order from a statutory tribunal or court of competent jurisdiction.

42.03 A Regular (OP or FXT), Sessional, Recurring Part-time (OP or FXT) Employee who was not the successful applicant for an available Position may request the Board to provide career counseling. A request for career counseling shall not be unreasonably denied.

42.04 The Board recognizes that in the case of otherwise equal applications, seniority shall be the governing factor in filling available Positions.

42.05 The Employee with the most seniority who meets the minimum qualifications and who applies for a posted Position shall be given an interview.

42.06 (a) A Regular (OP or FXT), Sessional or Recurring Part-time (OP or FXT) Employee who is offered a Temporary Appointment shall, upon request, be advised in writing prior to accepting the Temporary Appointment whether their former Position will be available at the conclusion of the Temporary Appointment. If the Employee is advised that they will be able to return to their former position, they shall maintain their employment status as a Regular (OP or FXT), Sessional or Recurring Part-time (OP or FXT) Employee.

(b) Notices of available Temporary Positions which are posted on the People & Culture Home Page on the University's Web Site will include reference to Clause 42.06.

ARTICLE 43
Promotions

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

ARTICLE 44
Rights on Transfer

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

ARTICLE 45
Salary Increments and Evaluations

45.01 Each Regular (OP or FXT), Sessional, and Limited Term Employee shall be granted an annual increase of salary, within the scale of pay assigned to the Employee's Position, except as provided in Clauses 45.03 and 45.05 hereof.

45.02 The amount of the annual increment will be equal to three percent (3.0%) of an Employee's actual salary, except that:

(a) the value of a full increment shall be reduced where:

(i) the Employee has not been continuously employed by the Board for the twelve (12) months preceding the review date, or has received a full increment (excluding a growth increment) within the previous twelve (12) months, in which case the increment may be prorated to reflect the number of months of service or the number of months from the last full increment.

(ii) a full increment would exceed the maximum established for the Phase, in which case the difference between the Employee's salary and the established maximum salary shall be considered a full increment.

(iii) the Employee's attendance at work has been reduced by frequent or prolonged periods of absence (not including paid vacation leave or leave granted under Article 9 - Time off for Union Officers and Members).

(b) The amount of a full increment for the following Employees shall be determined on a pro rata basis as follows:

(i) Part-time – Regular (OP or FXT) and Limited Term Employees - proportionate to the Employee's normal hours of work.

(ii) Sessional Full-time Employees - proportionate to the number of full months worked in the twelve (12) month period immediately preceding the review date.

(iii) Sessional Part-time Employees - as in Sub-Clause (ii) above but further prorated on the basis of the Employee's normal hours of work.

(c) Salary Increments shall be awarded annually to Recurring Part-time (OP or FXT), Temporary, Temporary Relief, Casual (OP or FXT) and Student (OP or FXT) Employees. At minimum, the amount of the increment shall be in accordance with Clause 45.02 and will be prorated where the actual hours worked in the previous year is less than eighteen hundred and twenty (1820) hours.

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

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

The Employee so affected will be advised of the withholding by the Employee's Supervisor no later than the first working day of April and within twenty (20) working days of that date, the Employee will be given reasons in writing for such withholding or the increment shall not be withheld.

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

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

ARTICLE 46
Growth Increments

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

(a) The value of a Growth Increment shall be one (1) full Salary Increment, as set out in Clause 45.02.

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

ARTICLE 47
Tuition Support for Employee, Spouse and Dependent Children

47.01 Subject to the conditions in Clause 47.03, a Full-time Regular (OP or FXT), Sessional, or Limited Term Employee who has completed six (6) months or more of continuous service in an eligible position before the start date of the academic session shall be entitled to a tuition fee remission relating to courses taken at the University in an amount equivalent to:

(a) the Canadian Student Tuition rate per Undergraduate or Graduate Academic credit course as referenced in the University Tuition and General Fee Guide to a maximum of four (4) credit courses.

(b) In the case of a Part-time Regular (OP or FXT), Sessional, or Limited Term Employee, the entitlement under Clause 47.01, Sub-Clause (a) shall be prorated on the same basis as benefits and premium contributions under Article 35.06.

47.02 Subject to the conditions in Clause 47.03, the spouse and each dependent of a Full-time Regular (OP or FXT), Sessional, or Limited Term Employee who has completed one (1) year or more of continuous service in an eligible position before the start date of the academic session shall be entitled to a tuition fee remission relating to courses taken at the University in an amount equivalent to:

(a) the Canadian Student Tuition rate per Undergraduate or Graduate Academic credit course as referenced in the University Tuition and General Fee Guide to a maximum of three (3) credit courses; or

(b) In the case of a spouse and each dependent of a Part-time Regular (OP or FXT) or Recurring Part-time (OP or FXT) Employee, one half (½) of the value of the entitlement under Clause 47.02, Sub-Clause (a).

47.03 Conditions of Tuition Support

(a) The Employee must be actively employed on the fee deadline date.

(b) The Employee, spouse or dependent child shall satisfy all academic and registration requirements and also pay such other general compulsory fees as are normally assessable to students.

(c) The application for tuition fee remission must be received prior to the fee payment deadline date for the applicable academic session.

(d) The Employee provides evidence satisfactory to the Board that the child is a dependent.

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

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

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

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

ARTICLE 48
Vehicle Allowance

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

ARTICLE 49
Reduced Duties Leading to Retirement

Refer to Article OP49 PART B (Operating Provisions).

ARTICLE 50
Contracted Services

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

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

(a) financial and economic factors, including both cost and quality; and

(b) maximizing the use of Employees.

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

50.02 (a) Upon request, the Board will disclose a current list of pre-qualified vendors to the Local. Following disclosure, the Local may request a meeting to identify and discuss specific contracted services of concern.

(b) Where a meeting is requested, the parties will endeavour to meet within twenty (20) workdays (not including weekends and holidays) and invite the appropriate operational leaders responsible for the contracted services of concern.

(c) The Board has no obligation to review contracted services where consultation has already occurred in accordance with Clause 50.01.

ARTICLE 51
Workplace Health and Safety

51.01 The Board shall establish Joint Work Site Health and Safety Committee(s) (JWHSC), or other similar committee(s) in accordance with the Occupational Health and Safety Act and all worker representative appointments will be in accordance with the constitution/policy of the union (certified bargaining agent). The JWHSC(s) shall be composed of workplace representatives, including at least four (4) representatives of the Local. The Board shall not appoint more employer representatives than there are worker representatives on the JWHSC (s). The JWHSC shall have 2 co-chairs, one chosen by the Board and the other chosen by the worker members on the committee and they shall alternate in serving as chair and shall participate in all decisions of the committee. The JWHSC shall meet at least quarterly and either co-chair of the JWHSC may call a special meeting of the committee to deal with urgent concerns**.**

51.02 The purpose of the JWHSC(s) is to consider matters arising with respect to Occupational Health and Safety in the workplace, and recommend corrective action, program changes and other measures necessary to ensure the security, health and safety, and welfare of each Employee while at work be that at the Boards premises or other location. The JWHSC may make recommendations to the Board in that regard. The Board recognizes the workers' rights to know about hazards, participate in health and safety, and refuse dangerous work as enshrined in the Act.

51.03 The JWHSC(s) will maintain and adhere to terms of reference consistent with the Occupational Health and Safety Act and Code. The role of the JWHSC is to advise and assist, not assume managerial responsibilities for health and safety in the workplace.

51.04 The Board or designate has thirty (30) days to remedy Health and Safety matters identified by the JWHSC(s) or must respond in writing to the issuing committee detailing the remedy and timeframe for implementation. If the issue is not resolved satisfactorily or if the resolution exceeds the thirty (30) day period or exceeds the time frame for implementation, an Occupational Health and Safety Officer can be called.

51.05 The Board shall:

(a) provide adequate resources**,** time off away from regular duties, and educational training relevant to the duties and functions of the JWHSC and will ensure committee members or representatives are to be paid at the applicable rate of pay for those duties

(b) hold JWHSC meetings and have committee duties and functions carried out during normal working hours (as reasonably as possible) and reschedule meetings within a month if quorum is not met.

(c) post the names and contact information of JWHSC members and representatives along with approved minutes where all workers can see it.

51.06 The Board shall notify the Union and JWHSC Co-Chairs immediately that it is aware of the occurrence of an on-the-job fatal accident or the serious injury (as stated in the *Occupational Health and Safety Act*) of an Employee.

51.07 The Local shall have proportional representation on any additional University Occupational Health and Safety committees, which may be created from time to time

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

51.09 No person shall take or threaten any action that does or would adversely affect a worker with respect to any terms or conditions of employment or opportunity for promotion for acting in compliance with the OHS Act, Regulation, and Code by refusing work that constitutes an undue hazard to the worker's health and safety or to the health and safety of another person.

51.10 When a worker has refused to work or to do particular work in compliance with the OHS Act, Regulation, and Code, the Board shall not request or assign another worker to do the work until the Board has determined that the work does not constitute an undue hazard to the health and safety of any person or that an undue hazard does not exist.

ARTICLE 52
Uniforms and Protective Clothing

52.01 The Board as required by the Occupational Health and Safety Act, Regulation and Code shall provide Personal Protective Equipment and Safety Equipment as required at no cost to the Employee.

52.02 Where the Board determines that coveralls, lab coats or uniforms should be provided for the protection of the Employees' personal garments, such items shall be provided and cleaned by the Board.

52.03 Where the Board requires that identifier clothing be worn, such items shall be provided and replaced by the Board. Personal identifier clothing shall be cleaned and maintained by the Employee.

52.04 Where identified by a Hazard Assessment the Board shall provide suitable safety footwear. Footwear will be purchased through the University's preferred supplier to a maximum of two hundred dollars ($200) every two (2) years at a minimum or as required and approved by the Board.

52.05 Specialized footwear requiring additional resources or frequency of purchase will be supported with appropriate medical documentation. Ability Management will notify the Department upon verification of documentation.

Definitions

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

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

ARTICLE 53
Implementation of Agreement

Effective Date

53.01 All provisions of this Agreement, unless otherwise stated, shall be effective April 1, 2024.

53.02 All active Employees as of the date of ratification shall receive three percent (3%) increase to Basic Salary Rates and Schedule "A" effective April 1, 2024.

53.03 All active Employees as of April 1, 2025 shall receive three percent (3%) increase to Basic Salary Rates and Schedule "A" effective April 1, 2025.

53.04 All active Employees as of April 1, 2026 shall receive three percent (3%) increase to Basic Salary Rates and Schedule "A" effective April 1, 2026.

53.05 All active Employees as of April 1, 2027 shall receive three percent (3%) increase to Basic Salary Rates and Schedule "A" effective April 1, 2027.

53.06 Employees whose Basic Salary Rate exceeds the maximum set for their Job Family and Phase shall have their Basic Salary Rate Green-Circled.

ARTICLE 54
Duration of Agreement

54.01 Except as otherwise stated, this Agreement shall take effect as of April 1st, 2024, and shall remain in full force and effect until March 31st, 2028, and from year to year thereafter unless notice to commence negotiations is served by either Party pursuant to the provisions of the *Code*.

ARTICLE 55
Continuation During Negotiations

55.01 Where notice to commence negotiations is served by either Party under the provisions of the *Code*, this Agreement shall continue in effect until:

(a) a new collective agreement is concluded by the Parties; or

(b) the right of the Union to represent Employees is terminated; or

(c) a collective agreement becomes a collective agreement between the Parties pursuant to arbitration in accordance with the Code; or

(d) a strike or lockout commences under the *Labour Relations Code* as it applies to the *Code*.

55.02 If a strike or lockout commences under the *Labour Relations Code* as it applies to the Code, the Agreement is deemed to continue to apply under Clause 55.01, Sub-Clause (a) during that strike or lockout in respect of any designated essential services workers, subject to any changes or permitted changes described in the Parties' essential services agreement.

ARTICLE 56
Notice Delivery

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

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

and in the case of the Union to:

The President
The Alberta Union of Provincial Employees
10025-182 Street NW
Edmonton, Alberta T5S 0P7

56.02 Any notice or advice emailed must be served to an address that has been provided for this purpose and shall be deemed to have been served on the date sent.

Schedule A
Salary Schedule

		April 1, 2024 (3.0%)			April 1, 2025 (3.0%)			April 1, 2026 (3.0%)			April 1, 2027 (3.0%)		
General Family Job:													
7.5 Hours		**Minimum**	**Midpoint**	**Maximum**	**Minimum**	**Midpoint**	**Maximum**	**Minimum**	**Midpoint**	**Maximum**	**Minimum**	**Midpoint**	**Maximum**
Phase 1	**Monthly**	$2,580.50	$2,773.88	$2,967.25	$2,658.50	$2,856.75	$3,056.63	$2,738.13	$2,942.88	$3,147.63	$2,821.00	$3,030.63	$3,241.88
	Annually	$30,966.00	$33,286.50	$35,607.00	$31,902.00	$34,281.00	$36,679.50	$32,857.50	$35,314.50	$37,771.50	$33,852.00	$36,367.50	$38,902.50
	Hourly	$15.88	$17.07	$18.26	$16.36	$17.58	$18.81	$16.85	$18.11	$19.37	$17.36	$18.65	$19.95
Phase 2	**Monthly**	$2,751.13	$3,097.25	$3,440.13	$2,834.00	$3,189.88	$3,544.13	$2,918.50	$3,285.75	$3,649.75	$3,006.25	$3,384.88	$3,758.63
	Annually	$33,013.50	$37,167.00	$41,281.50	$34,008.00	$38,278.50	$42,529.50	$35,022.00	$39,429.00	$43,797.00	$36,075.00	$40,618.50	$45,103.50
	Hourly	$16.93	$19.06	$21.17	$17.44	$19.63	$21.81	$17.96	$20.22	$22.46	$18.50	$20.83	$23.13
Phase 3	**Monthly**	$3,011.13	$3,436.88	$4,052.75	$3,102.13	$3,539.25	$4,174.63	$3,194.75	$3,644.88	$4,299.75	$3,290.63	$3,753.75	$4,428.13
	Annually	$36,133.50	$41,242.50	$48,633.00	$37,225.50	$42,471.00	$50,095.50	$38,337.00	$43,738.50	$51,597.00	$39,487.50	$45,045.00	$53,137.50
	Hourly	$18.53	$21.15	$24.94	$19.09	$21.78	$25.69	$19.66	$22.43	$26.46	$20.25	$23.10	$27.25
Phase 4	**Monthly**	$3,744.00	$4,689.75	$5,638.75	$3,856.13	$4,831.13	$5,807.75	$3,971.50	$4,975.75	$5,981.63	$4,090.13	$5,125.25	$6,160.38
	Annually	$44,928.00	$56,277.00	$67,665.00	$46,273.50	$57,973.50	$69,693.00	$47,658.00	$59,709.00	$71,779.50	$49,081.50	$61,503.00	$73,924.50
	Hourly	$23.04	$28.86	$34.70	$23.73	$29.73	$35.74	$24.44	$30.62	$36.81	$25.17	$31.54	$37.91
Operational /Administrative Job Family:													
7 Hours		**Minimum**	**Midpoint**	**Maximum**	**Minimum**	**Midpoint**	**Maximum**	**Minimum**	**Midpoint**	**Maximum**	**Minimum**	**Midpoint**	**Maximum**
Phase 1	**Monthly**	$2,822.52	$3,436.77	$4,054.05	$2,907.45	$3,539.90	$4,175.38	$2,995.42	$3,646.07	$4,301.27	$3,084.90	$3,755.27	$4,430.18
	Annually	$33,870.20	$41,241.20	$48,648.60	$34,889.40	$42,478.80	$50,104.60	$35,945.00	$43,752.80	$51,615.20	$37,018.80	$45,063.20	$53,162.20
	Hourly	$18.61	$22.66	$26.73	$19.17	$23.34	$27.53	$19.75	$24.04	$28.36	$20.34	$24.76	$29.21
Phase 2	**Monthly**	$3,171.35	$3,960.02	$4,756.27	$3,266.90	$4,078.32	$4,898.83	$3,365.48	$4,201.17	$5,045.95	$3,467.10	$4,327.05	$5,197.62
	Annually	$38,056.20	$47,520.20	$57,075.20	$39,202.80	$48,939.80	$58,786.00	$40,385.80	$50,414.00	$60,551.40	$41,605.20	$51,924.60	$62,371.40
	Hourly	$20.91	$26.11	$31.36	$21.54	$26.89	$32.30	$22.19	$27.70	$33.27	$22.86	$28.53	$34.27
Phase 3	**Monthly**	$4,052.53	$4,933.72	$5,813.38	$4,173.87	$5,082.35	$5,987.80	$4,299.75	$5,235.53	$6,166.77	$4,428.67	$5,393.27	$6,351.80
	Annually	$48,630.40	$59,204.60	$69,760.60	$50,086.40	$60,988.20	$71,853.60	$51,597.00	$62,826.40	$74,001.20	$53,144.00	$64,719.20	$76,221.60
	Hourly	$26.72	$32.53	$38.33	$27.52	$33.51	$39.48	$28.35	$34.52	$40.66	$29.20	$35.56	$41.88

		April 1, 2024 (3.0%)			April 1, 2025 (3.0%)			April 1, 2026 (3.0%)			April 1, 2027 (3.0%)		
Specialist/Advisor Job Family:													
7 Hours		**Minimum**	**Midpoint**	**Maximum**	**Minimum**	**Midpoint**	**Maximum**	**Minimum**	**Midpoint**	**Maximum**	**Minimum**	**Midpoint**	**Maximum**
Phase 1	**Monthly**	$3,703.70	$4,581.85	$5,461.52	$3,814.42	$4,719.87	$5,625.32	$3,928.17	$4,860.92	$5,793.67	$4,046.47	$5,006.52	$5,968.08
	Annually	$44,444.40	$54,982.20	$65,538.20	$45,773.00	$56,638.40	$67,503.80	$47,138.00	$58,331.00	$69,524.00	$48,557.60	$60,078.20	$71,617.00
	Hourly	$24.42	$30.21	$36.01	$25.15	$31.12	$37.09	$25.90	$32.05	$38.20	$26.68	$33.01	$39.35
Phase 2	**Monthly**	$4,228.47	$5,196.10	$6,162.22	$4,355.87	$5,352.32	$6,347.25	$4,486.30	$5,513.08	$6,538.35	$4,621.28	$5,678.40	$6,734.00
	Annually	$50,741.60	$62,353.20	$73,946.60	$52,270.40	$64,227.80	$76,167.00	$53,835.60	$66,157.00	$78,460.20	$55,455.40	$68,140.80	$80,808.00
	Hourly	$27.88	$34.26	$40.63	$28.72	$35.29	$41.85	$29.58	$36.35	$43.11	$30.47	$37.44	$44.40
Phase 3	**Monthly**	$5,282.55	$6,779.50	$8,276.45	$5,440.28	$6,982.73	$8,525.18	$5,604.08	$7,192.03	$8,781.50	$5,772.43	$7,407.40	$9,045.40
	Annually	$63,390.60	$81,354.00	$99,317.40	$65,283.40	$83,792.80	$102,302.20	$67,249.00	$86,304.40	$105,378.00	$69,269.20	$88,888.80	$108,544.80
	Hourly	$34.83	$44.70	$54.57	$35.87	$46.04	$56.21	$36.95	$47.42	$57.90	$38.06	$48.84	$59.64
Trades Job Family:													
7.5 Hours		**Minimum**	**Midpoint**	**Maximum**	**Minimum**	**Midpoint**	**Maximum**	**Minimum**	**Midpoint**	**Maximum**	**Minimum**	**Midpoint**	**Maximum**
Phase 1	**Monthly**	$4,052.75	$4,933.50	$5,809.38	$4,174.63	$5,081.38	$5,983.25	$4,299.75	$5,234.13	$6,162.00	$4,428.13	$5,391.75	$6,347.25
	Annually	$48,633.00	$59,202.00	$69,712.50	$50,095.50	$60,976.50	$71,799.00	$51,597.00	$62,809.50	$73,944.00	$53,137.50	$64,701.00	$76,167.00
	Hourly	$24.94	$30.36	$35.75	$25.69	$31.27	$36.82	$26.46	$32.21	$37.92	$27.25	$33.18	$39.06
Phase 2	**Monthly**	$5,105.75	$6,162.00	$7,218.25	$5,258.50	$6,347.25	$7,434.38	$5,416.13	$6,537.38	$7,657.00	$5,578.63	$6,734.00	$7,886.13
	Annually	$61,269.00	$73,944.00	$86,619.00	$63,102.00	$76,167.00	$89,212.50	$64,993.50	$78,448.50	$91,884.00	$66,943.50	$80,808.00	$94,633.50
	Hourly	$31.42	$37.92	$44.42	$32.36	$39.06	$45.75	$33.33	$40.23	$47.12	$34.33	$41.44	$48.53
Phase 3	**Monthly**	$6,166.88	$7,484.75	$8,804.25	$6,352.13	$7,709.00	$9,069.13	$6,542.25	$7,939.75	$9,340.50	$6,738.88	$8,178.63	$9,620.00
	Annually	$74,002.50	$89,817.00	$105,651.00	$76,225.50	$92,508.00	$108,829.50	$78,507.00	$95,277.00	$112,086.00	$80,866.50	$98,143.50	$115,440.00
	Hourly	$37.95	$46.06	$54.18	$39.09	$47.44	$55.81	$40.26	$48.86	$57.48	$41.47	$50.33	$59.20

		April 1, 2024 (3.0%)			April 1, 2025 (3.0%)			April 1, 2026 (3.0%)			April 1, 2027 (3.0%)		
Technical Job Family:													
7 Hours		**Minimum**	**Midpoint**	**Maximum**	**Minimum**	**Midpoint**	**Maximum**	**Minimum**	**Midpoint**	**Maximum**	**Minimum**	**Midpoint**	**Maximum**
Phase 1	**Monthly**	$3,876.60	$4,759.30	$5,638.97	$3,993.38	$4,901.87	$5,808.83	$4,113.20	$5,048.98	$5,983.25	$4,236.05	$5,200.65	$6,162.22
	Annually	$46,519.20	$57,111.60	$67,667.60	$47,920.60	$58,822.40	$69,706.00	$49,358.40	$60,587.80	$71,799.00	$50,832.60	$62,407.80	$73,946.60
	Hourly	$25.56	$31.38	$37.18	$26.33	$32.32	$38.30	$27.12	$33.29	$39.45	$27.93	$34.29	$40.63
Phase 2	**Monthly**	$5,106.62	$6,251.70	$7,393.75	$5,259.80	$6,439.77	$7,615.18	$5,417.53	$6,632.38	$7,844.20	$5,579.82	$6,831.07	$8,079.28
	Annually	$61,279.40	$75,020.40	$88,725.00	$63,117.60	$77,277.20	$91,382.20	$65,010.40	$79,588.60	$94,130.40	$66,957.80	$81,972.80	$96,951.40
	Hourly	$33.67	$41.22	$48.75	$34.68	$42.46	$50.21	$35.72	$43.73	$51.72	$36.79	$45.04	$53.27
Phase 3	**Monthly**	$6,341.18	$7,748.65	$9,159.15	$6,530.77	$7,980.70	$9,433.67	$6,726.42	$8,220.33	$9,717.28	$6,928.13	$8,467.55	$10,008.48
	Annually	$76,094.20	$92,983.80	$109,909.80	$78,369.20	$95,768.40	$113,204.00	$80,717.00	$98,644.00	$116,607.40	$83,137.60	$101,610.60	$120,101.80
	Hourly	$41.81	$51.09	$60.39	$43.06	$52.62	$62.20	$44.35	$54.20	$64.07	$45.68	$55.83	$65.99
Phase 4	**Monthly**	$7,167.77	$8,960.47	$10,756.20	$7,383.13	$9,228.92	$11,079.25	$7,604.57	$9,506.47	$11,411.40	$7,832.07	$9,791.60	$11,754.17
	Annually	$86,013.20	$107,525.60	$129,074.40	$88,597.60	$110,747.00	$132,951.00	$91,254.80	$114,077.60	$136,936.80	$93,984.80	$117,499.20	$141,050.00
	Hourly	$47.26	$59.08	$70.92	$48.68	$60.85	$73.05	$50.14	$62.68	$75.24	$51.64	$64.56	$77.50

Effective April 1, 2027:

- All active Student Employees whose hourly rate of pay is less than $19.00 per hour on April 1, 2027, after salary increments and negotiated increased have been applied, shall have their hourly rate adjusted to no less than $19.00 per hour.
- All active Employees (other than students), whose hourly rate of pay is less than $22.86 per hour on April 1, 2027, after salary increments and negotiated increases have been applied, shall have their hourly rate adjusted to no less than $22.86 per hour.

Schedule "B"
Apprentices

Definition

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

2.01 Probationary Period

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

3.01 Salary Schedule

Apprentices who are:

(a) new Employees hired as Apprentices; and

(b) present Employees who are accepted into an apprenticeship program but who have less than two years' continuous service with the University

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

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

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

4.01 Attendance at School

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

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

(a) The first week of each such absence shall be compensated for by using accumulated vacation entitlement and/or compensating time off owing, if any, for accumulated overtime.

(b) During the remainder of the time off required to attend school, the Apprentice, upon submission to their Supervisor of evidence of the amount of remuneration under the Apprenticeship and Industry Training Act, shall be paid the difference between regular salary and the amounts received under the program as salary replacement.

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

5.01 Application of Collective Agreement

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

(a) the discontinuance of an apprenticeship program, or

(b) the failure of an Apprentice to comply with the terms and conditions of the Apprenticeship and Industry Training Act and/or regulations, or

(c) the unavailability of a Tradesperson position upon completion of the apprenticeship program, or

(d) the unavailability of work required at the next higher period of apprenticeship to which the Apprentice is eligible to advance.

LETTER OF UNDERSTANDING #1

BETWEEN

THE GOVERNORS OF THE UNIVERSITY OF CALGARY

AND

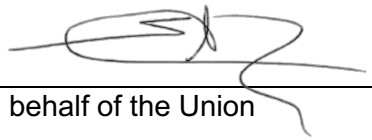
LOCAL 052 OF THE ALBERTA UNION OF PROVINCIAL EMPLOYEES

Re: Job Rotation, Work Exchange, Secondments

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



On behalf of the Board



On behalf of the Union

October 20, 2026
Date

October 21, 2026
Date

LETTER OF UNDERSTANDING #2

BETWEEN

THE GOVERNORS OF THE UNIVERSITY OF CALGARY

AND

LOCAL 052 OF THE ALBERTA UNION OF PROVINCIAL EMPLOYEES

Re: The Planning Process

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

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

On behalf of the Board	On behalf of the Union
October 20, 2026	October 21, 2026
Date	Date

LETTER OF UNDERSTANDING #3

BETWEEN

THE GOVERNORS OF THE UNIVERSITY OF CALGARY

AND

LOCAL 052 OF THE ALBERTA UNION OF PROVINCIAL EMPLOYEES

Re: Student Exemptions

1. Under this Collective Agreement, “Student Employees” are employed to do the work within a Job Family listed in Schedule “A” and are included in the Bargaining Unit.

2. Positions that are designated as student jobs that are excluded from the Bargaining Unit are defined as follows:

   (a) Students participating in the “Student Safewalk Program”.

   (b) Students who are Community Ambassadors in Housing/Residence Services.

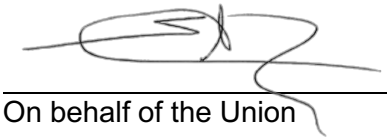
   (c) Students who are paid a stipend or honorarium for practical work directly related to their degree programs.

   (d) Students working in the Ótáp ìmisskaan: The Indigenous Youth Leadership Program.

   (e) Other student programs as agreed to after full consultation between the Parties.



On behalf of the Board



On behalf of the Union

October 20, 2026

Date

October 21, 2026

Date

LETTER OF UNDERSTANDING #4

BETWEEN

THE GOVERNORS OF THE UNIVERSITY OF CALGARY

AND

LOCAL 052 OF THE ALBERTA UNION OF PROVINCIAL EMPLOYEES

Re: Review of Salary Structure

WHEREAS the nature of work performed by support staff at the University has evolved over time necessitating a review of the existing broad-band Job Family and Phase classification structure set out in Schedule A - Salary Schedule;

AND WHEREAS the Union acknowledges that it is the exclusive right of the Board to determine the positions required to meet the operational needs of the University and to classify Positions;

AND WHEREAS The Parties acknowledge that any amendments to Schedule A – Salary Schedule is a matter for future collective bargaining;

NOW THEREFORE the Parties agree as follows:

1. The Board agrees to engage the services of a third-party consultant with expertise in job classification to review the Job Families, Phases, and salary bands included in Schedule A - Salary Schedule.
2. The selection of the third-party consultant will be at the sole discretion of the Board in accordance with applicable procurement policies.
3. The full cost of the third-party consultant will be borne by the Board.
4. The Board shall require the third-party consultant to engage in consultation with up to four (4) representatives designated by the Local during the review process.
5. The Board agrees to share a summary of the third-party review as it relates to the classification of bargaining unit positions and Schedule A - Salary Schedules with the designated representatives of the Local on a confidential basis.
6. This Letter of Understanding shall expire on March 30, 2028.

On behalf of the Board	On behalf of the Union
October 20, 2026	October 21, 2026
Date	Date

LETTER OF UNDERSTANDING #5

BETWEEN

THE GOVERNORS OF THE UNIVERSITY OF CALGARY

AND

LOCAL 052 OF THE ALBERTA UNION OF PROVINCIAL EMPLOYEES

Re: Educational Work Experience Programs

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

(a) These persons must be enrolled in a post-secondary program and must require this practicum component as part of program graduation. Terms and conditions will be mutually agreed upon by the requesting institution and the University of Calgary.

(b) Interested departments must submit completed application forms to University People & Culture.

(c) The University may accept a maximum of ten (10) Educational Work Experience Program participants at one time and no more than two (2) Educational Work Experience Program participants per Department. This may be amended by mutual agreement between the Parties.

(d) The limit in Clause (c) does not apply to students hosted through the Mount Royal University Athletic Therapy Program.

The University will report on participation in the Educational Work Experience Program at the end of the Fall, Winter and Spring/Summer semesters to the Local 52 Chairperson.

On behalf of the Board	On behalf of the Union
October 20, 2026	October 21, 2026
Date	Date

LETTER OF UNDERSTANDING #6

BETWEEN

THE GOVERNORS OF THE UNIVERSITY OF CALGARY

AND

LOCAL 052 OF THE ALBERTA UNION OF PROVINCIAL EMPLOYEES

Re: University of Calgary Qatar Campus

1. The Board has entered into an agreement with the State of Qatar to continue to operate the University of Calgary Campus in the city of Doha. The primary purpose of the Campus is to deliver programs from the University of Calgary, Faculty of Nursing to students of Qatar and other Gulf States.

2. As the operations of University of Calgary Qatar Campus are outside the jurisdiction of Alberta and as the *Public Service Employee Relations Act*: part 1, Application 2 (1) provides that the Act does not apply to (b) a person who is permanently employed outside Alberta by an Employer, all Employees employed to work for the University of Calgary Qatar Campus will be exempt from the Union.

3. University Employees on secondment to University of Calgary Qatar shall maintain Seniority as outlined in Article OP 38 - Seniority.

On behalf of the Board	On behalf of the Union
October 20, 2026	October 21, 2026
Date	Date

LETTER OF UNDERSTANDING #7

BETWEEN

THE GOVERNORS OF THE UNIVERSITY OF CALGARY

AND

LOCAL 052 OF THE ALBERTA UNION OF PROVINCIAL EMPLOYEES

Re: Vacation Planning Process

WHEREAS the purpose and intent of earned vacation entitlement is to provide Employees with paid time off from work;

AND WHEREAS the Board and the Local have a mutual interest in ensuring support staff access their earned vacation entitlement;

NOW THEREFORE the parties agree as follows effective on October 1, 2026:

1. On an annual basis, where a clear majority of Employees within a Department support the need for a formal vacation planning process, or the designated Supervisor decides to implement a formal vacation planning process, the following process shall apply:

   (a) The designated Supervisor for the Department shall post a blank vacation planner by the first workday in October for the forthcoming calendar year.

   (b) The vacation planner must indicate the maximum number of Employees that can be permitted off at any one time during the calendar year in order to meet operational requirements.

   (c) The total amount of time off available in the planner must be sufficient, at minimum, to permit all Employees in the Department to use their entire annual vacation allotment.

   (d) In order of seniority, all Employees in the Department shall enter their requests on the planner by the last workday in October for the period of January 1 to December 31 of the following year. Employees may request to take time off through the planner provided they will have accrued the time off by the first day of the scheduled vacation.

   (e) There shall be no restriction on an Employees' ability to schedule consecutive weeks of vacation.

   (f) The designated Supervisor shall post the final approved vacation planner in a manner that is accessible to all affected Employees on or before the first workday in December.

   (g) Any unscheduled vacation balance in excess of an Employee's annual vacation entitlement maybe scheduled by Management.

2. Approved vacation on one Department's vacation planner is not transferrable to another Department. An Employee who transfers between Departments after the final approved vacation planner is posted must resubmit their vacation request with the new Department and approval will be subject to availability and operational needs.

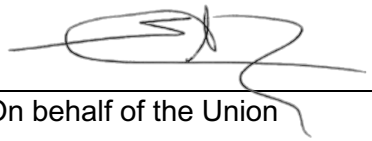
3. After the final approved vacation planner is posted, Employees may continue to request to use accrued vacation entitlements. Such requests shall be approved or denied on a first-come, first-served basis subject to availability and operational needs, and provided the requested time off does not exceed the number of vacation days accrued to the date of the first (1st) day of requested vacation.

4. In exceptional circumstances an Employee may be permitted to carry forward a maximum of five (5) days of unused vacation for use during the next calendar year. Requests to carry forward vacation shall be made in writing and include an explanation of the exceptional circumstances. Such requests shall not be unreasonably denied.

5. The Board reserves the right to combine multiple Departments under one vacation planner based on operational need including but not limited to, cross-departmental dependencies.



On behalf of the Board



On behalf of the Union

October 20, 2026

Date

October 21, 2026

Date

LETTER OF UNDERSTANDING #8

BETWEEN

THE GOVERNORS OF THE UNIVERSITY OF CALGARY

AND

LOCAL 052 OF THE ALBERTA UNION OF PROVINCIAL EMPLOYEES

Re: Immigrant Bridging Program Work Experience Placements

WHEREAS Alberta Labour is responsible for the contract-based delivery of the Immigrant Bridging Program (IBP) by third-party providers;

AND WHEREAS the IBP helps skilled immigrants gain employment in their original occupation or a related occupation;

AND WHEREAS many IBPs require a combination of in-class training and work experience placements;

AND WHEREAS the University may be eligible for full or partial reimbursement by third party providers for paid IBP work experience placements;

AND WHEREAS some IBP work experience placements are unpaid;

AND WHEREAS some IBP work experience placements may perform work that falls within the scope of the bargaining unit;

NOW THEREFORE the parties agree as follows:

1. The University shall be permitted to host IBP work experience placements.
2. Individuals hosted through an IBP for a work experience placement shall be excluded from the bargaining unit only for the period of the placement.
3. If these individuals are subsequently hired into a bargaining unit position, they shall be afforded all rights under the collective agreement.
4. IBP work experience placements will be of a maximum duration of twenty (20) weeks.
5. On an annual basis, the Board shall report to the Union on the usage of the Immigrant Bridging program.

On behalf of the Board	On behalf of the Union
October 20, 2026	October 21, 2026
Date	Date

LETTER OF UNDERSTANDING #9

BETWEEN

THE GOVERNORS OF THE UNIVERSITY OF CALGARY

AND

LOCAL 052 OF THE ALBERTA UNION OF PROVINCIAL EMPLOYEES

Re: Workload

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.

2. Where an Employee or group of Employees is concerned they cannot complete daily assignments or meet their Supervisor's expectations regarding their work obligations, the employee may request a workload discussion. A request for a workload discussion shall be submitted directly to the Supervisor, who shall meet with the Employee or group of Employees within fourteen (14) days to discuss workload concerns. The Supervisor shall consider process improvements, creating efficiencies, and access to available resources, amongst other considerations with a view to resolving workload issues. The Supervisor shall provide the proposed resolution in writing to the Employee(s). A representative of the Union may assist an Employee or group of Employees during the workload discussion review process.

3. Any resolution as part of a workload review will include follow-up for the first three months to assess whether the original resolution adequately addresses the concern(s) raised.

4. Should the matter not be resolved or the measures put in place not adequately address the workload concerns within three months, the Employee(s) may submit a complaint to the appropriate Vice-President. The Vice-President shall, within fourteen (14) days of receiving the complaint, meet with the Employee or group of Employees and a representative of the Union to discuss and seek to resolve the specifics of the complaint.

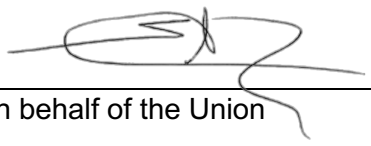
5. The departmental Vice-President may delegate the responsibilities to a direct report subject to the agreement of the Associate Vice-President, People & Culture.

6. The application of this Letter of Understanding is subject to Article 14 – Grievance Procedure, however, the decision of the departmental Vice-president, or designee, is final and binding and shall not be subject to Article 14 – Grievance Procedure.

7. The time limit outlined in paragraph 2 of this Letter of Understanding may be extended due to extenuating circumstances. The time limit outlined in paragraph 4 may be adjusted by mutual agreement between the Union and the Board.



On behalf of the Board



On behalf of the Union

October 20, 2026

Date

October 21, 2026

Date

LETTER OF UNDERSTANDING #10

BETWEEN

THE GOVERNORS OF THE UNIVERSITY OF CALGARY

AND

LOCAL 052 OF THE ALBERTA UNION OF PROVINCIAL EMPLOYEES

Re: Hybrid Work Program

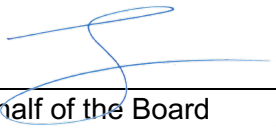
WHEREAS the parties recognize the University's investment in providing suitable workspaces on campus including, but not limited to desk space, meeting space, phones, computers, monitors, and IT infrastructure;

AND WHEREAS the parties acknowledge that Employees' presence on campus contributes to a vibrant campus community;

NOW THEREFORE, the parties agree as follows:

1. The University retains the right to determine the number of Employees who can participate in hybrid work arrangements and retains sole discretion for approving hybrid work arrangements.
2. Employees may submit written requests for a hybrid work arrangement to their immediate Supervisor. Approval or denial of Employee requests for hybrid work shall be provided in writing within fourteen (14) days.
3. Hybrid work arrangements shall be subject to the terms of any related policy, procedure or guideline established by the University.
4. The Employer shall engage in meaningful consultation with the Local as part of the creation and implementation of any University, policy, procedure, or guideline on the hybrid work program.
5. To be eligible for a hybrid work arrangement, the Employee must be able to perform the full scope of their role remotely without adversely affecting service levels or productivity, and without otherwise negatively impacting the Employee's or other Employees' ability to fulfill their roles effectively.
6. Hybrid work arrangements shall not normally result in an additional expense to the University.
7. Employees shall not be required to use personal computer equipment for University of Calgary business on an ongoing basis, however, an Employee may choose to use their own personal computing equipment or devices provided they comply with the University's information technology and security requirements.
8. Employees must ensure they have an appropriate workspace that is safe and free from hazards and may be required to provide satisfactory proof to the Board that their at home workspace is safe and appropriate.
9. The Collective Agreement and all University policies continue to apply to Employees who are approved for a hybrid work arrangement.

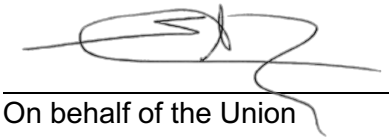
10. The University or an Employee may terminate hybrid work arrangements by providing a minimum of fourteen (14) days' notice.



On behalf of the Board

October 20, 2026

Date



On behalf of the Union

October 21, 2026

Date

LETTER OF UNDERSTANDING #11

BETWEEN

THE GOVERNORS OF THE UNIVERSITY OF CALGARY

AND

LOCAL 052 OF THE ALBERTA UNION OF PROVINCIAL EMPLOYEES

Re: Caretaking

The caretaking operations at the University of Calgary requires multiple teams, multiple shifts covering multiple locations and campuses. To facilitate opportunities in the selection of shift assignments and paths to full-time work the following shall apply:

(a) When a caretaking vacancy is filled from among existing caretaking employees who applied for that position, it will be offered based on seniority, provided the individual has the requisite skills to perform the work.

(b) Where there is a permanent change to a caretaking Regular Employee's assigned work area that involves a change of campus, the Employer will provide 14 days of notice unless mutually agreed to in writing between the Employee and the Employer.

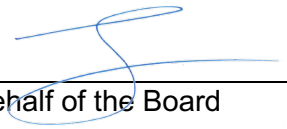
(c) When the Employer makes changes to the established standard hours for caretaking shifts in the work schedule above caretaking Regular Employees in that assigned work area or campus will be provided an opportunity to select their preferred shift from the available options on the basis of seniority.

(d) Where the Employer changes the complement of assigned caretaking Regular Employees for a work area and/or campus, the Employer will:

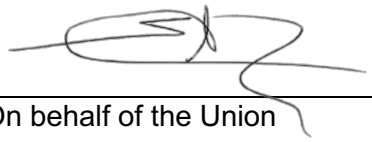
   a. First seek out volunteers with the requisite skills to perform the work from amongst the impacted assigned work area or campus to move work area and/or campus.

   b. If there is an insufficient number of volunteers, caretaking Regular Employees impacted by the change will be moved on the basis of reverse seniority to fill the remaining spots.

   c. If there are more volunteers than required, those caretaking Regular Employees impacted by the change with the most seniority will be moved.



On behalf of the Board



On behalf of the Union

October 20, 2026
Date

October 21, 2026
Date

PART B
OPERATING PROVISIONS

BETWEEN

THE GOVERNORS OF THE UNIVERSITY OF CALGARY

AND

ALBERTA UNION OF PROVINCIAL EMPLOYEES LOCAL 052

April 1, 2024 - March 31, 2028

ARTICLE OP2
Application of Agreement

OP2.01 Pay schedules and working conditions under Part A (Common Provisions) and Part B (Operating Provisions) of this Agreement shall not be changed after its effective date without agreement of the Parties.

OP2.02 Except as otherwise provided within this Agreement, the application of the terms and conditions under Part A (Common Provisions) and Part B (Operating Provisions) of this Agreement shall be as follows:

(a) All the terms and conditions in Part A (Common Provisions) and Part B (Operating Provisions) apply to Regular and Sessional Full-time Employees, except that the following Articles shall not apply:

(i) Article OP22 – Reporting Pay

(b) All the terms and conditions in Part A (Common Provisions) and Part B (Operating Provisions) apply to Regular and Sessional Part-time Employees, on a pro rata basis where applicable, except that the following Articles shall not apply:

(i) Article OP22 – Reporting Pay

(c) All the terms and conditions in Part A (Common Provisions) and Part B (Operating Provisions) apply to Recurring Part-time Employees, on a pro rata basis where applicable, except that the following Articles shall not apply:

(i) Article OP18 - Hours of Work - Clause 18.04, Sub-Clause (a)

(ii) Article 20 - Call-Out Pay

(iii) Article 21 - Standby Pay

(iv) Article 24 - Shift Differential

(v) Article 25 - Weekend Premium

(vi) Article 31 - Special Leave - except that Clause 31.02, Sub-Clauses (a), (b), (c) and (d) shall apply without pay

(vii) Article 32 – Maternity and Parental Leaves – except that Clauses 32.01, 32.02 and 32.05 shall apply without pay

(viii) Article 35 – Group Benefit Plans – except that Clause 35.05 shall apply

(ix) Article 36 - Long Term Disability

(x) Article 47 – Tuition Support for Employee, Spouse and Dependent Children – Clause 47.01

(xi) Article OP49 – Reduced Duties Leading to Retirement

(d) All the terms and conditions in Part A (Common Provisions) and Part B (Operating Provisions) apply to Limited Term Employees, on a pro rata basis where applicable, except that the following Articles shall not apply:

(i) Article OP22 – Reporting Pay

(ii) Article OP40 - Position Abolishment

(iii) Article OP44 - Rights on Transfer

(iv) Article OP49 – Reduced Duties Leading to Retirement

(e) All the terms and conditions in Part A (Common Provisions) and Part B (Operating Provisions) apply to Temporary Full-time and Temporary Part-time Employees, on a pro rata basis where applicable, except that the following Articles shall not apply:

(i) Article 17 – Probationary Employee and Period - except Clause 17.04 shall apply

(ii) Article OP22 – Reporting Pay

(iii) Article 31 - Special Leave - except that Clause 31.02, Sub-Clause (b) shall apply

(iv) Article 32 - Maternity and Parental Leaves

(v) Article 35 - Group Benefit Plans

(vi) Article 36 - Long Term Disability

(vii) Article 37 - Workers' Compensation Supplement

(viii) Article 39 - Layoffs

(ix) Article OP40 - Position Abolishment

(x) Article 41 - Training and Upgrading

(xi) Article 42 – Job Opportunities

(xii) Article OP44 - Rights on Transfer

(xiii) Article 47 – Tuition Support for Employee, Spouse and Dependent Children

(xiv) Article OP49 – Reduced Duties Leading to Retirement

(f) All the terms and conditions in Part A (Common Provisions) and Part B (Operating Provisions) apply to Temporary Relief Employees, except that the following Articles shall not apply:

(i) Article 17 – Probationary Employee and Period

(ii) Article OP22 – Reporting Pay

(iii) Article 31 – Special Leave - except that Clause 31.02, Sub-Clause (b) shall apply

(iv) Article 32 – Maternity and Parental Leaves

(v) Article 36 - Long Term Disability

(vi) Article 37 - Workers' Compensation Supplement

(vii) Article 39 – Layoffs

(viii) Article OP40 - Position Abolishment

(ix) Article 41 – Training and Upgrading

(x) Article OP44 - Rights on Transfer

(xi) Article 47 – Tuition Support for Employee, Spouse and Dependent Children

(xii) Article OP49 – Reduced Duties Leading to Retirement

(g) All the terms and conditions in Part A (Common Provisions) and Part B (Operating Provisions) apply to Casual and Student Employees, on a pro rata basis where applicable, except the following Articles shall not apply:

(i) Article 17 – Probationary Employee and Period - except Clause 17.04 shall apply
(ii) Article OP18 - Hours of Work - Clause 18.04, Sub-Clause (a)
(iii) Article 20 - Call-Out Pay
(iv) Article 21 - Standby Pay
(v) Article 24 - Shift Differential
(vi) Article 25 - Weekend Premiums
(vii) Article 30 - Sick Leave
(viii) Article 31 - Special Leave - except that Clause 31.02, Sub-Clause (b) shall apply without pay
(ix) Article 32 – Maternity and Parental Leaves
(x) Article 35 - Group Benefit Plans
(xi) Article 36 - Long Term Disability
(xii) Article 37 - Workers' Compensation Supplement
(xiii) Article 39 - Layoffs
(xiv) Article OP40 - Position Abolishment
(xv) Article 41 - Training and Upgrading
(xvi) Article 42 - Job Opportunities
(xvii) Article OP44 - Rights on Transfer
(xviii) Article 47 – Tuition Support for Employee, Spouse and Dependent Children
(xix) Article OP49 – Reduced Duties Leading to Retirement

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

ARTICLE OP18
Hours of Work

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

(a) 35 hours per week and 7 hours per day, or

(b) 37 1/2 hours per week and 7 1/2 hours per day, or

(c) 40 hours per week and 8 hours per day (limited to those classifications requiring continuous shift operation).

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

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

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

OP18.04 (a) The Board shall advise an Employee fourteen (14) calendar days in advance of a change in working schedule. The above shall apply except, in the following circumstances: in the case of an emergency, in the case where an Employee requests a shift change or in the case of a medical accommodation requiring a shift change. A changed schedule shall be considered to have started on the first (1st) day on which the daily or weekly working schedules differ from those of the former schedule. Where a change is made in the Employee's schedule with less than fourteen (14) calendar days' notice, the Employee shall be paid at time and one-half (1.5X) for the normal daily hours worked on the first two (2) days of the changed schedule.

(b) Changes to shifts for Employees who normally work non-rotating shifts shall consider factors including volunteer requests, skills, qualifications, experience and personal circumstances. When these problem-solving efforts are not successful, seniority shall be the determining factor.

(c) Recurring Part-time, Casual and Student Employees shall be given reasonable notice of shift changes and shifts shall not be withheld for arbitrary or unreasonable reasons. The Parties acknowledge that Recurring Part-time, Casual and Student Employees have no guaranteed hours of work, however, an Employee who has not been scheduled to work for more than one (1) month may request a written explanation from their immediate Supervisor. The Supervisor shall provide a written explanation within ten (10) work days.

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

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

OP18.06 A rest period of fifteen (l5) minutes shall be permitted during each one-half working day of not less than three and one-half (3 1/2) hours' duration and shall be considered working time.

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

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

OP18.08 Notwithstanding any of the provisions of this Agreement which appear to the contrary, hours of work may be altered to accommodate alternative work arrangements such as averaging arrangements, compressed schedules or flextime provided that the terms of such arrangements are compliant with the *Employment Standards Code*.

(a) the terms of the variations are understood and agreed to by the Board and a clear majority of Employees involved.

(b) the terms of the variations do not result in a reduction in salary or abrogate the time off contemplated under Clause 30.03, Sub-Clause (a) to the Employees involved.

(c) overtime compensation and other benefits shall be adjusted in a fashion consistent with the variation so as to not increase eligibility for overtime compensation or extend such other benefits as may apply.

(d) where flextime variations involve the accumulation of compensating time off based on the Employee's regular rates, credit for compensating time off earned will be given for days on which the full number of scheduled hours are worked or for days on which the Employee was absent for a period of less than one-half (1/2) the scheduled hours as a result of an authorized absence under Clause 30.03, Sub-Clause (b).

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

ARTICLE OP22
Reporting Pay

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

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

ARTICLE OP29
Vacations

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

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

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

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

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

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

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

(b) Four Weeks - (20 Working Days) Vacation – An Employee who has completed five (5) consecutive years of service shall accrue vacation entitlement at an average rate of one and two-thirds (1 2/3) working days for each full month worked during the vacation year.

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

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

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

(i) Less than six months' continuous service - 6% of regular earnings for the period of employment, minus pay for vacation entitlement already taken, if any.

(ii) Six months' continuous service and over - Pay instead of vacation accrued but not taken in accordance with Sub-Clauses (a), (b), (c) or (d) of this Clause.

(f) Supplementary Long-Service Vacation

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

OP29.06 Vacation Entitlement - Part-time Employees

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

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

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

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

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

OP29.09 In the event two or more employees request the same vacation period and the Board is unable to authorize all requests, priority shall be given to the employee(s) with greater seniority.

OP29.10 If one or more of the Paid Holidays listed in Article 28 - Paid Holidays (other than the Stampede ½ Day and Christmas Eve ½ Day Holiday) falls during an Employee's annual vacation period, the Board may authorize another day or days to be added to that vacation period.

OP29.11 The Board may authorize vacation based on the entitlement earned during the preceding vacation year to be either one continuous vacation period or separate vacation periods.

OP29.12 Once the Board has authorized a vacation period, such vacation period shall not be changed unless the Board and the Employee agree to a change in the vacation period. This provision will not apply in the event of an emergency recognized by the Board.

OP29.13 An Employee who is admitted to hospital during a vacation period may cancel the remainder of the vacation and use Sick Leave provisions as outlined in Article 30. The Employee shall provide proof of hospitalization satisfactory to the Board.

OP29.14 An Employee, while on vacation, who becomes bereaved may cancel the remainder of the vacation or portion of the vacation. That Employee's bereavement entitlement remains as that defined in Article 31 - Special Leave. Those cancelled vacation days shall be rescheduled at a later time.

ARTICLE OP38
Seniority

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

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

OP38.02 When the seniority of an Employee is to be applied under Articles 39 and OP40, Layoffs and Position Abolishment, the Employee's seniority shall be applied only in relation to the seniority of other Employees who are similarly defined under Article 1 - Interpretation, as:
Regular Full-time Employees, or
Sessional Full-time Employees, or
Regular Part-time Employees, or
Sessional Part-time Employees, or
Limited Term Full-time Employees, or
Limited Term Part-time Employees, or
Recurring Part-time Employees.

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

(a) resigns or otherwise voluntarily terminates employment;

(b) is discharged for just cause or as a result of position abolishment;

(c) fails to return to work at the end of a leave of absence, except where:

(i) before the end of the original leave an extension is requested and the need for the extension is verified and justified by the Employee, or

(ii) within fifteen (15) days following the end of the original leave, satisfactory explanation is provided for the failure to return to work;

(d) is laid off for a period exceeding six (6) months;

(e) fails to return to work within seven (7) days from time notice of recall is delivered to the Employee’s last known address;

(f) is retired;

(g) Casual, Student or Recurring Part-time Employees who have not worked within a six (6) month period.

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

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

(a) a Regular, Sessional, or Recurring Part-time Employee has completed the probationary period; or

(b) the employment is contiguous and the status of a Temporary Full-time Employee or Temporary Relief Full-time Employee is changed to that of a Regular, or Sessional; or

(c) the Employee’s period of service with the Board as a Casual, Student, Temporary or Temporary Relief Employee has interruptions or breaks in service that were not longer than two (2) months and the service was in the same Position and Department.

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

ARTICLE OP40
Position Abolishment

OP40.01 Position abolishment occurs when the Board eliminates a Position occupied by a Regular, Sessional Employee, or Recurring Part-time Employee which it does not intend to re-establish in the foreseeable future. Position abolishment may occur for reasons that may include but are not limited to technological change, automation, contracting out, merger or dissolution of Departments and budgetary constraints.

However, this Article shall not apply in the event of a support staff reduction caused by fire, flood, earthquake, or other natural disasters, work stoppage or similar circumstance, requiring immediate closure of all or part of the University.

OP40.02 When a Position abolishment occurs which results in the discharge of a Regular Employee who has more than one (1) year of seniority, or of a Sessional or a Recurring Part-time Employee who has more than two (2) years of seniority, this Article will apply. Otherwise, two (2) weeks' notice, or pay in lieu of notice, of the Position abolishment will apply.

OP40.03 The order of discharge or transfer of Regular, Sessional, or Recurring Part-time Employees shall be determined on the basis of seniority when other relevant factors are equal.

Prior to issuing notice of Position abolishment, the Board shall offer any available vacant Position(s) within the same Department to Employees whose Position(s) are being considered for abolishment in order of seniority. Provided the Employee is qualified for the Position, they shall be offered the opportunity to transfer into the available vacant Position. Determining whether the Employee is qualified for the Position will be at the discretion of the Board,

An Employee who transfers into a Position with a maximum salary rate less than the Employee's salary rate on the date the offer is made, shall have their salary rate maintained for the balance of the notice period for which they would have been entitled under the Notice Schedule.

In the event that there are no available vacant Positions, or the Employee declines an offer to transfer, the Employee shall be provided notice of Position abolishment in accordance with Clause OP40.04.

Notice

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

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

(b) The Employee shall be discharged from employment at the end of the notice period, unless otherwise directed by the Board.

Redeployment

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

(a) An Employee who has received notice of Position Abolishment shall be eligible for transfer to a Position that becomes available after commencement of the notice period for which the Employee has the qualifications and abilities to perform the work and assume the responsibilities. The Board shall continue to advise such Employees of any available vacant positions during the redeployment period. If any such position becomes available the Employee shall have first right to claim the position subject to determination of qualifications and abilities at the discretion of the Board.

When more than one (1) qualified Employee on redeployment wishes to claim an available vacant position, Article 42.04 shall apply.

An Employee who claims an available vacant Position at an equal or higher salary rate, shall have no further rights under this Article except under 40.05(b).

An Employee who claims an available vacant Position at a lower salary rate shall have their salary maintained for the balance of the notice period for which they are entitled under the Notice Schedule after which they will be placed at the maximum salary range for their newly acquired position.

(b) If the Employee is subsequently deemed unsuccessful in the Position by the Board within six (6) months of the date they started in the Position, the Employee shall receive the balance of their notice as pay in lieu.

(c) In-service training will be provided where it is feasible.

(d) During the notice period, the Board may direct an Employee not to report for work, however, the Employee will retain the rights provided in Clause 40.04, Sub-Clause (a), and Clause 40.05, Sub-Clauses (a) and (b).

(e) An Employee will be granted reasonable time off with pay to attend job interviews and/or career counselling sessions with People & Culture.

OP40.06 If an Employee refuses to accept the Position for which the Employee has applied and has been selected, all rights to the provisions of this Article are forfeited from the date of such refusal. An Employee may withdraw from the limited competition at any time before the selection has been made.

OP40.07 An Employee who is absent because of Article OP29 - Vacation, Article 30 - Sick Leave or Article 36 - Long Term Disability, or who is in receipt of Workers' Compensation, or who is on a Leave of Absence under Article 33, shall have no extraordinary rights under this Article and shall be subject to Position Abolishment on the same basis as other Employees.

OP40.08 Notwithstanding the foregoing Clauses, in unusual or extenuating circumstances, the Board may offer or agree to pay a severance allowance in the amount shown in the Notice Schedule below to one or more Employees. Voluntary terminations with severance must be agreed between the People & Culture Department, representing the Board, and the Union.

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

OP40.09 An Employee who is on Redeployment and accepts a Temporary assignment shall have their notice period extended by the length of the Temporary assignment.

Notice Schedule

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

ARTICLE OP43
Promotions

OP43.01 An Employee who accepts a new Position, where the majority of the duties and responsibilities have changed, within the same Job Family and Phase shall be granted at minimum an increase in salary consisting of one (1) full increment in accordance with Clause 45.02.

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

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

ARTICLE OP44
Rights on Transfer

OP44.01 A Regular, Sessional, or Recurring Part-time Employee who has completed the probationary period and who is transferred to another Position other than at the Employee's own request, and**,** at the discretion of the Board, is found to be unsuitable within a three (3) month trial period, will be returned to their immediate former Position, if vacant and available**.** If the former Position is no longer vacant and available, the Employee shall receive all rights under Article OP40, Position Abolishment.

OP44.02 An Employee who has completed the probationary period and who applied on and was the successful applicant to another Position and, at the discretion of the Board, within a three (3) month trial period is found to be unsuitable will be returned to their immediate former Position, if vacant and available. If the former Position is no longer vacant and available, the Employee shall receive all rights under Article OP40, Position Abolishment.

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

ARTICLE OP49
Reduced Duties Leading to Retirement

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

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

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

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

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

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

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

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

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

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

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

LETTER OF UNDERSTANDING OP#1

BETWEEN

THE GOVERNORS OF THE UNIVERSITY OF CALGARY

AND

LOCAL 052 OF THE ALBERTA UNION OF PROVINCIAL EMPLOYEES

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

WHEREAS operational requirements for recruitment necessitate hours of work of an irregular and uncontrolled nature;

AND WHEREAS Employees involved in student recruitment (hereinafter referred to as "recruiters") are required to travel as part of the normal duties of their position;

AND WHEREAS the *Employment Standards Code* permits the parties to enter into an overtime agreement;

NOW THEREFORE the parties agree to the following for recruiters:

1. The work week for recruiters shall be Sunday to Saturday. Recruiters may be scheduled to work on any day during the work week.

2. The full-time hours of work for recruiters shall be thirty-five (35) hours per week. Recruiters may work increased hours, particularly during peak periods, and shall be compensated as outlined in this Letter of Understanding.

3. Recruiters will be provided at least one (1) day of rest in each work week, or two (2) consecutive days of rest within fourteen (14) consecutive days.

4. Hours worked in excess of eight (8) hours in one day or in excess of forty-four (44) hours in one work week, whichever is greater, will be considered overtime.

   All overtime compensation shall be in the form of compensating time off (CTO) and calculated at one and one-half (1.5) times the Basic Salary Rate unless the Employee and their immediate Supervisor mutually agree to overtime pay. The Board may schedule the use of accrued CTO and advise the Employee in advance, however, whenever possible, the Board shall grant CTO at a time that is mutually agreed upon with the Employee involved.

5. An Employee who works more than seven (7) hours but less than eight (8) hours in one work day or more than thirty-five (35) hours but less than forty-four (44) hours in one work week will be compensated at the Basic Salary Rate for those hours in the form of compensating time off, unless the Employee and their immediate Supervisor mutually agree to overtime pay.

6. All travel to and from an international destination will be compensated at the recruiter's Basic Salary Rate and will not contribute to the calculation of overtime at Clause 4.

7. Accumulated CTO must be used prior to September 1st of each year, except where the Employee obtains approval from their Supervisor.

8. For the purposes of administering Article 28 – Paid Holidays, recruiters will be compensated for a Paid Holiday on the day on which the Paid Holiday actually occurred and not on a day-in-lieu for a Paid Holiday. Recruiters who work on Paid Holidays shall be provided a day off in lieu with pay at their Basic Salary rate and shall be compensated for the first eight (8) hours of work on the Paid Holiday at straight time. Hours worked in excess of eight (8) hours on a Paid Holiday will be considered overtime.

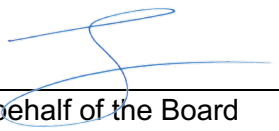
9. Notwithstanding Clause OP2.02 of this Agreement, the provisions of Article OP18 – Hours of Work, Article 19 – Overtime, Article 20 – Call-out Pay, Article 21 – Standby Pay, Article 24 – Shift Differential, Article 25 – Weekend Premium, Clause 28.04, and Clause 28.05 shall not apply to recruiters.

10. In the event of a conflict between this LOU and the Collective Agreement or any University policy, the terms of the LOU shall prevail.

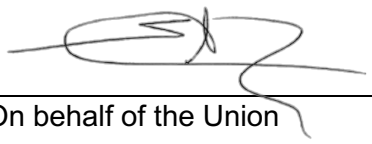
11. The parties agree to seek a variance from the Director of Employment Standards to extend the consecutive daily hours of work to sixteen (16).

12. The provisions agreed to in this letter of understanding shall have effect on January 1, 2019.

In the event that there is a dispute regarding the application of this LOU or unanticipated consequences in its implementation, the Parties will have a problem solving discussion to attempt to resolve the issue(s).



On behalf of the Board



On behalf of the Union

October 20, 2026

Date

October 21, 2026

Date

LETTER OF UNDERSTANDING #OP2

BETWEEN

THE GOVERNORS OF THE UNIVERSITY OF CALGARY

AND

LOCAL 052 OF THE ALBERTA UNION OF PROVINCIAL EMPLOYEES

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

Notwithstanding Clause OP 2.02 of this Agreement, certain Employees employed in Positions in which the incumbent is required to live in University accommodation shall not be entitled to the provisions of Clause 28.05 and Article OP 18 - Hours of Work, Article 19 – Overtime, Article 20 - Call-out Pay and Article 21 – Standby Pay in respect to special and unique work assignments involving hours of work which are of an irregular or uncontrolled nature.

In such cases, after consultation between the Union and the Board, Employees shall be compensated at straight time for work performed on paid holidays and for work performed during hours of work which are in excess of normal hours of work under eight (8) hours in one (1) day and under forty-four (44) hours in one (1) week and which are authorized by the Board.

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

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

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

On behalf of the Board	On behalf of the Union
October 20, 2026	October 21, 2026
Date	Date

LETTER OF UNDERSTANDING #OP3

BETWEEN

THE GOVERNORS OF THE UNIVERSITY OF CALGARY

AND

LOCAL 052 OF THE ALBERTA UNION OF PROVINCIAL EMPLOYEES

Re: Work Assignments Involving Hours of Work of an Irregular or Uncontrolled Nature for University Theatre Services and Department of Drama within the School of Creative and Performing Arts

WHEREAS, operational requirements in University Theatre Services (UTS) and Department of Drama (Drama) necessitate hours of work of an irregular nature;

AND WHEREAS, theatre productions typically occur outside of the normal business hours requiring staff to work extended hours;

AND WHEREAS, consistency amongst staff involved in a production is critical to the efficient operations and success of a production;

AND WHEREAS, it is the intent of the Parties to work together, and achieve and maximize flexibility;

AND WHEREAS the *Employment Standards Code* permits the Parties to enter into an overtime agreement;

NOW THEREFORE, the Parties agree to the following for all Employees in the Technical Job Family in UTS and Drama:

1. The normal full-time hours of work for Employees in Drama shall be seven (7) hours per day and thirty-five (35) hours per week, and the normal full-time hours of work for Employees in UTS shall be thirty-five (35) hours per week.
2. Employees in UTS and Drama may be scheduled to work on any day of the week.
3. The work week will commence each Sunday, however Sunday may be a regularly scheduled rest day for an Employee.
4. Management will make best efforts to provide Employees in UTS and Drama with two (2) consecutive days of rest in each work week, but at a minimum will provide at least one (1) day of rest in each work week, or two (2) consecutive days of rest within fourteen (14) consecutive days.
5. For Regular, Sessional, Limited Term, Temporary and Temporary Relief Employees in UTS and Drama, Management will endeavour to advise Employees of their work schedules seven (7) days in advance.
6. Employees in UTS and Drama shall be paid a minimum of three (3) hours pay at their Basic Salary Rate of pay when an expected work period is cancelled or shortened and the Employee was not notified of such cancellation or shortening prior to arriving for the cancelled work period.
7. Hours worked in excess of eight (8) hours in one day or in excess of forty-four (44) hours in one work week, whichever is greater, will be considered overtime. For clarity, an Employee who works more than seven (7) hours but less than eight (8) hours in one work day or more than thirty-five (35) hours but less than forty-four (44) hours in one work week will be compensated at the Basic Salary Rate for those hours in the form of compensating time off.

8. All overtime compensation shall be in the form of compensating time off (CTO) and calculated at one and one-half (1.5) times the Basic Salary Rate. The Board may schedule the use of accrued CTO and advise the Employee in advance, however whenever possible, the Board shall grant CTO at a time that is mutually agreed upon with the Employee involved.

9. Accumulated CTO must be used prior to September 1st of each year, except where the Employee obtains approval from their Supervisor.

10. For the purposes of administrating Article 28 - Paid Holidays, Employees in UTS and Drama will be compensated for a Paid Holiday on the day on which the Paid Holiday actually occurred and not on a day-in-lieu for a Paid Holiday. Employees who work on Paid Holidays shall be provided a day off in lieu with pay at their Basic Salary rate and shall be compensated for the first eight (8) hours of work on the Paid Holiday at straight time. Hours worked in excess of eight (8) hours on a Paid Holiday will be considered overtime.

11. For the purposes of administration, Article 30 - Sick Leave will be based on scheduled hours of work.

12. Notwithstanding Clause OP 2.02 of this Agreement, the provisions of Article OP 18 - Hours of Work, Article 19 - Overtime, Article 20 - Call-out Pay, Article 21 - Standby Pay, Article 24 - Shift Differential, Article 25 - Weekend Premium, Clause 28.04, and Clause 28.05 shall not apply to Employees in UTS and Drama.

13. In the event of a conflict between this LOU and the Collective Agreement or any University policy, the terms of the LOU shall prevail.

14. In the event that there is a dispute regarding the application of this LOU or unanticipated consequences in its implementation, the Parties will have a problem solving discussion to attempt to resolve the issue(s).

15. The provisions agreed to in this letter of understanding shall have effect on January 1, 2019.

On behalf of the Board	On behalf of the Union
October 20, 2026	October 21, 2026
Date	Date

LETTER OF UNDERSTANDING #OP4

BETWEEN

THE GOVERNORS OF THE UNIVERSITY OF CALGARY

AND

LOCAL 052 OF THE ALBERTA UNION OF PROVINCIAL EMPLOYEES

Re: Campus Security Members - Hours of Work

WHEREAS Campus Security services are required twenty-four (24) hours per day, three hundred and sixty-five (365) days per year;

AND WHEREAS it is beneficial to both the Security Members and to the Board to operate on a variety of rotating shifts;

AND WHEREAS the *Employment Standards Code* permits the Parties to enter into an hours of work averaging agreement;

NOW THEREFORE the Parties agree to the following for Full-time 12-hour shift workers:

1. The normal daily hours of work will be twelve (12).
2. Full-time Security Members will work a rotating twelve (12) hour schedule consisting of: four (4) day shifts, two (2) rest days, four (4) night shifts, six (6) rest days.
3. Hours of work will be averaged to a forty (40) hour work week within a six (6) week period. When the schedule of a Security Member totals twenty-one (21) shifts within the six (6) week period, they will get one (1) regular day scheduled 'off'. When the schedule totals twenty-two (22) shifts within the six (6) week period, they will get two (2) regular days scheduled' off'. When the schedule totals twenty-three (23) shifts within the six (6) week period, they will get three (3) regular days scheduled 'off'. When the schedule totals twenty-four (24) shifts within the six (6) week period, they will get four (4) regular days scheduled 'off'. These regular days scheduled 'off' shall be referred to as 'six week days'.
4. Where possible, the Board shall grant the six week days at a time that is mutually agreed upon with the Security Member involved. The Board may schedule the six week days and advise the Security Member at least two (2) weeks in advance. This shall form the agreed work schedule between the Parties for the purposes of this hours of work averaging agreement.
5. The Board may from time to time make temporary changes to the schedules of Security Members. Such changes shall be made in accordance with the *Employment Standards Code.*
6. For the purposes of administering Article 19 - Overtime, Security Members will only be compensated for overtime where their approved hours worked exceed twelve (12) in a day or exceed an average of forty (40) hours per week over the six (6) week averaging period.
7. Security Members may only carry a maximum of forty-eight (48) hours of CTO at any time, except where the Security Member obtains approval from their Supervisor.
8. In order to calculate the monthly maximum salary for the Campus Security Members, and in recognition of the variable hours worked, the monthly maximum salary will be calculated as the average hours per week (40) divided by the standard hours for the job family (35) multiplied by the monthly maximum salary (Schedule A).

9. For the purposes of administering Article 28 - Paid Holidays, Security Members working the rotating twelve (12) hour shifts will be compensated for a Paid Holiday on the day on which the Paid Holiday actually occurred and not on a day-in-lieu for a Paid Holiday.

10. For the purposes of administering Article 31- Special Leave a 'work day' is based on a twelve (12) hour shift.

11. For the purposes of administration, Article OP 29 - Vacation and Article 30 - Sick Leave will be based on scheduled hours of work.

12. Unless otherwise stipulated in this LOU, the terms of the main body of the Collective Agreement and the *Employment Standards Code* shall apply. In the event of a conflict between this LOU and the main body of the Collective Agreement or any University policy, the terms of the LOU shall prevail.

13. In the event that there is a dispute regarding the application of this LOU, the Parties will have a problem solving discussion to attempt to resolve the issue.

On behalf of the Board	On behalf of the Union
October 20, 2026	October 21, 2026
Date	Date

LETTER OF UNDERSTANDING #OP5

BETWEEN

THE GOVERNORS OF THE UNIVERSITY OF CALGARY

AND

LOCAL 052 OF THE ALBERTA UNION OF PROVINCIAL EMPLOYEES

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

WHEREAS the Central Heating and Cooling Plant operates twenty-four (24) hours per day, three hundred and sixty-five (365) days per year;

AND WHEREAS in order to operate the Plant effectively it is beneficial to both the Employees and to the Board to operate on a variety of rotating shifts;

AND WHEREAS the *Employment Standards Code* permits the Parties to enter into an hours of work averaging agreement;

NOW THEREFORE the Parties agree to the following for Full-time Shift Engineers and Assistant Shift Engineers:

1. The normal Full-time hours of work for all Shift Engineers and Assistant Shift Engineers will be twelve (12) hours.

2. For the purposes of effective operation of the Plant, Shift Engineers and Assistant Shift Engineers can be scheduled, with proper notice, to work twelve (12) or eight (8) hour shifts to maintain coverage and to meet requirements for days of rest.

3. Full-time Shift Engineers and Assistant Shift Engineers will be scheduled to work rotating twelve (12) hour day and night shifts and eight (8) hour maintenance shifts consisting of: four (4) twelve (12) hour night shifts, three (3) rest days, three (3) twelve (12) hour day shifts, one (1) rest day, three (3) twelve (12) hour night shifts, three (3) rest days, four (4) twelve (12) hour day shifts, eight (8) rest days, four (4) eight (8) hour maintenance shifts, and two (2) rest days.

4. Hours of work will be averaged to a forty (40) hour work week within a five (5) week period.

5. For the purposes of administering Article 19 - Overtime, Shift Engineers and Assistant Shift Engineers will only be compensated for overtime where their approved hours worked exceed twelve (12) in a day, exceed eight (8) hours on a day scheduled for eight (8) hours, or exceed an average of forty (40) hours per week over the five (5) week averaging period.

6. Notwithstanding the work schedule set out in Clause 3, the Board may from time to time make temporary changes to the schedules of Shift Engineers and Assistant Shift Engineers. Such changes shall be made in accordance with the *Employment Standards Code.*

7. In order to calculate the monthly maximum salary for the Shift Engineers and Assistant Shift Engineers, and in recognition of the variable hours worked, the monthly maximum salary will be calculated as the average hours per week (40) divided by the standard hours for the job family (37.5) multiplied by the monthly maximum salary (Schedule A).

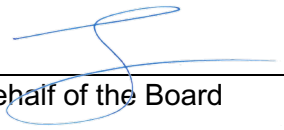
8. For the purposes of administering Article 28 - Paid Holidays, Shift Engineers and Assistant Shift Engineers will be compensated for a Paid Holiday on the day on which the Paid Holiday actually occurred and not on a day-in-lieu for a Paid Holiday.

9. For the purposes of administering Article 31 - Special Leave a 'work day' is based on a twelve (12) hour shift.

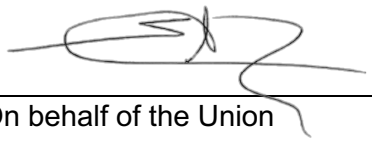
10. For the purposes of administration, Article OP 29 - Vacation, Article 30 - Sick Leave and Article 37 - Workers' Compensation Supplement, will be based on scheduled hours of work.

11. Unless otherwise stipulated in this LOU, the terms of the main body of the Collective Agreement and the *Employment Standards Code* shall apply. In the event of a conflict between this LOU and the main body of the Collective Agreement or any University policy, the terms of the LOU shall prevail.

12. In the event that there is a dispute regarding the application of this LOU, the Parties will have a problem solving discussion to attempt to resolve the issue.



On behalf of the Board



On behalf of the Union

October 20, 2026
Date

October 21, 2026
Date

LETTER OF UNDERSTANDING #OP6

BETWEEN

THE GOVERNORS OF THE UNIVERSITY OF CALGARY

AND

LOCAL 052 OF THE ALBERTA UNION OF PROVINCIAL EMPLOYEES

Re: Organizational Units

The Board will disclose the list of University Departments to the Union on April 1st of every year.

On behalf of the Board	On behalf of the Union
October 20, 2026	October 21, 2026
Date	Date

LETTER OF UNDERSTANDING #OP7

BETWEEN

THE GOVERNORS OF THE UNIVERSITY OF CALGARY

AND

LOCAL 052 OF THE ALBERTA UNION OF PROVINCIAL EMPLOYEES

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

1. By virtue of this Letter of Understanding, Standardized Patients will be treated as Employees of the Board of the University, falling within the scope of the bargaining unit. Standardized Patients have been classified as Specialist Advisors, Level One.
2. Employees identified as Standardized Patients will include Employees who are performing work as:
   (a) Communication Patient;
   (b) Physical Examination Patient;
   (c) Objective Structured Clinical Examination (OSCE) Patient;
   (d) Lecture Hall Patient;
   (e) Well Man or Well Woman.
3. All terms and conditions as outlined within the Collective Agreement for Casual Employees will apply to Standardized Patients except as modified by this Letter of Understanding. As part of the transition to Employees of the Board of Governors of the University of Calgary, the Board agrees to commence a review of the status of the Casual Employees and should the need develop to change the status of the Standardized Patients, the Union and the Board will have further discussion around appropriate status.
4. Hours of work for Standardized Patients will vary depending on Department/Faculty requirements.
5. Standardized Patients working as “Well Man or Well Woman” will receive a premium of $52.96 per hour in addition to their regular hourly rate.
6. Paid parking will be provided to Standardized Patient exclusively on a without prejudice basis for the duration of this Collective Agreement.

On behalf of the Board	On behalf of the Union
October 20, 2026	October 21, 2026
Date	Date

PART C
FIXED-TERM PROVISIONS

BETWEEN

THE GOVERNORS OF THE UNIVERSITY OF CALGARY

AND

ALBERTA UNION OF PROVINCIAL EMPLOYEES LOCAL 052

April 1, 2024 - March 31, 2028

ARTICLE FXT2
Application of Agreement

FXT2.01 Pay schedules and working conditions under Part A (Common Provisions) and Part C (Fixed-term Provisions) of this Agreement shall not be changed after its effective date without agreement of the Parties.

FXT2.02 Except as otherwise provided within this Agreement, the application of the terms and conditions under Part A (Common Provisions) and Part C (Fixed-term Provisions) of this Agreement shall be as follows:

(a) All the terms and conditions in Part A (Common Provisions) and Part C (Fixed-term Provisions) of the Agreement apply to Regular Full-time Employees.

(b) All the terms and conditions in Part A (Common Provisions) and Part C (Fixed-term Provisions) apply to Regular Part-time Employees, on a pro rata basis where applicable.

(c) All the terms and conditions in Part A (Common Provisions) and Part C (Fixed-term Provisions) apply to Recurring Part-time Employees, on a pro rata basis where applicable, except that the following Articles shall not apply:

(i) Article FXT18 – Hours of Work – Clause FXT18.01, Sub-Clause (c)

(ii) Article 20 - Call-Out Pay

(iii) Article 21 - Standby Pay

(iv) Article 24 - Shift Differential

(v) Article 25 - Weekend Premium

(vi) Article 31 - Special Leave - except that Clause 31.02, Sub-Clauses (a), (b), (c) and (d) shall apply without pay

(vii) Article 32 - Maternity and Parental Leaves – except that Clauses 32.01, 32.02 and 32.05 shall apply without pay

(viii) Article 35 – Group Benefit Plans – except that Clause 35.05 shall apply

(ix) Article 36 - Long Term Disability

(x) Article 47 – Tuition Support for Employee, Spouse and Dependent Children – Clause 47.01

(d) All the terms and conditions in Part A (Common Provisions) and Part C (Fixed-term Provisions) apply to Casual and Student Employees, on a pro rata basis where applicable, except the following Articles shall not apply:

(i) Article 17 – Probationary Employee and Period - except Clause 17.04 shall apply

(ii) Article FXT18 – Hours of Work – Clause FXT18.01, Sub-Clause (c)

(iii) Article 20 - Call-Out Pay

(iv) Article 21 - Standby Pay

(v) Article 24 - Shift Differential

(vi) Article 25 - Weekend Premiums

(vii) Article 30 - Sick Leave

(viii) Article 31 - Special Leave - except that Clause 31.02, Sub-Clause (b) shall apply without pay

(ix) Article 32 - Maternity and Parental Leaves

(x) Article 35 - Group Benefit Plans

(xi) Article 36 - Long Term Disability

(xii) Article 37 - Workers' Compensation Supplement

(xiii) Article FXT40 – Termination of Appointment

(xiv) Article 41 - Training and Upgrading

(xv) Article 42 - Job Opportunities

(xvi) Article 47 – Tuition Support for Employee, Spouse and Dependent Children

(xvii) Article 52 – Uniform and Protective Clothing – Clauses 52.04 & 52.05

FXT2.03 It is recognized that Casual and Student Employees fill an important and necessary function. It is also recognized that a stable workforce is desirable. Therefore, it is agreed that Positions, which are known to be of a regular or recurring nature, shall be filled with a Regular Employee.

ARTICLE FXT18
Hours of Work

FXT18.01 The normal hours of work for Full-time Employees shall be:

(a) Dependent on the hours of work of the Job Family in which the employee is placed, the regular work day will be:

(i) 7 hours; or

(ii) 7.5 hours

(b) Dependent on the hours of work of the Job Family in which the employee is placed, the regular work week will be:

(i) 35 hours; or

(ii) 37.5 hours

(c) A regular work week will consist of five (5) days with two (2) consecutive days off.

(d) Temporary changes to an Employee's start time, work day or work week are permitted for research or operational requirements. Unless mutually agreed to between the Employee and the Trustholder or designee, a permanent change to an Employee's schedule requires that the Employee be provided with fourteen (14) calendar days' written notice of the change.

(e) Alternative work arrangements (e.g. under an averaging arrangement, flextime, modified work days, split shifts) are acceptable by agreement between the Employee and the Trustholder or designee provided that the hours worked will be, on average, equivalent to that which the Employee would have worked under Clause FXT18.01, Sub-Clauses (a) or (b) above.

(f) When, on an ongoing basis, operational requirements necessitate irregular hours outside of the provisions of Clause FXT18.01, Sub-Clauses (a) and (b) above, and the Employee and Trustholder or designee agree, the Trustholder or designee will submit the agreed work schedule to People & Culture for the area and the Local, for approval. Approval will not be unreasonably withheld. A Trustholder or designee and Employee who fails to receive approval within ten working days may implement the agreed upon schedule.

FXT18.02 The daily hours of work shall run consecutively except that at approximately the midpoint in the work day, a meal period of not less than one-half (1/2) hour, nor more than one and one-half (1 1/2) hours shall be granted to Full-time Employees other than those who are required by the nature of their duties to eat on the job. A meal period shall not be considered working time.

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

FXT18.03 A rest period of fifteen (15) minutes shall be permitted during each one-half working day of not less than three and one-half (3 1/2) hours' duration and shall be considered working time.

FXT18.04 Employees shall normally have not less than ten (10) hours off between work periods except in the case of overtime work or as otherwise mutually agreed.

ARTICLE FXT29
Vacations

FXT29.01 The year (vacation year) on which normal annual vacation entitlements are based is defined as the period between Anniversary dates.

FXT29.02 For the purpose of calculating vacation entitlements for periods of employment of less than one complete vacation year, vacation entitlement for part months of service will be prorated based on the amount of working days the Employee is employed in that month.

FXT29.03 Vacation entitlement is not earned during leave of absence without pay beyond an accumulated maximum of twenty-two (22) working days in each employment year or beyond twenty-two (22) consecutive working days in respect to any one leave of absence which continues from one employment year to the next employment year.

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

FXT29.04 Vacation entitlement is not earned during any absence because of sickness or injury, including injuries which are compensable under Workers' Compensation beyond an accumulated maximum of forty-four (44) working days in each employment year or beyond forty-four (44) consecutive working days in respect to any one illness which continues from one employment year to the next employment year.

FXT29.05 Vacation With Pay Entitlement - Full-time Employees

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

(b) Four Weeks – (20 Working Days) Vacation – An Employee who has completed five (5) consecutive years of service shall accrue vacation entitlement at an average rate of one and two-thirds (1 2/3) working days for each full month worked during the vacation year.

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

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

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

(i) Less than six months' continuous service - 6% of regular earnings for the period of employment, minus pay for vacation entitlement already taken, if any.

(ii) Six months' continuous service and over - Pay instead of vacation accrued but not taken in accordance with Sub-Clauses (a), (b), (c) or (d) of this Clause.

(f) Supplementary Long-Service Vacation

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

FXT29.06 Vacation Entitlement - Part-time Employees

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

FXT29.07 Vacation Pay - Recurring Part-time, Casual and Student Employees

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

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

FXT29.08 As far as possible, Employees shall be granted their choice of vacation period, but the right to allot vacation periods is reserved by the Board in order to ensure efficient operations. An Employee shall not take vacation without prior authorization from the Board.

FXT29.09 In the event two or more employees request the same vacation period and the Board is unable to authorize all requests, priority shall be given to the employee(s) with greater seniority.

FXT29.10 If one or more of the Paid Holidays listed in Article 28 - Paid Holidays (other than the Stampede ½ Day and Christmas Eve ½ Day Holiday) falls during an Employee's annual vacation period, the Board may authorize another day or days to be added to that vacation period.

FXT29.11 The Board may authorize vacation based on the entitlement earned during the preceding vacation year to be either one continuous vacation period or separate vacation periods.

FXT29.12 Once the Board has authorized a vacation period, such vacation period shall not be changed unless the Board and the Employee agree to a change in the vacation period. This provision will not apply in the event of an emergency recognized by the Board.

FXT29.13 An Employee who is admitted to hospital during a vacation period may cancel the remainder of the vacation and use Sick Leave provisions as outlined in Article 30. The Employee shall provide proof of hospitalization satisfactory to the Board.

FXT29.14 An Employee, while on vacation, who becomes bereaved may cancel the remainder of the vacation or portion of the vacation. That Employee's bereavement entitlement remains as that defined in Article 31 - Special Leave. Those cancelled vacation days shall be rescheduled at a later time.

FXT29.15 (a) Any Employee, who negotiated vacation accrual greater than the schedule outlined in Clause FXT29.05, will continue to accrue at their negotiated rate as of December 31, 2008 until such time as the negotiated rate is equivalent to the amount accrued in the agreed schedule in Clause FXT29.05 or the Employee voluntarily accepts a new Fixed-term appointment or another position with the University. For those Employees currently accruing vacation rates higher than outlined in Clause FXT29.05, Sub-Clause (f) shall not apply;

(b) Any Employee who accrued vacation below the schedule outlined in Clause FXT29.05 will earn as outlined in Clause FXT29.05 effective January 1, 2009.

ARTICLE FXT38
Seniority

FXT38.01 Seniority shall be deemed to mean the length of continuous employment in the Bargaining Unit with the Board. Seniority is not accumulated during unpaid leave(s) of absence (except those granted under Article 9 - Time Off for Union Officers and Members or Article 32 - Maternity and Parental Leaves), beyond an accumulated maximum of twenty-two (22) working days in each employment year or beyond twenty-two (22) consecutive working days in respect to any one leave of absence which continues from one employment year to the next employment year.

FXT38.02 When an Employee leaves the employ of the University due to the termination of an appointment and within ninety (90) days of such employment termination becomes re-employed at the University, they shall have their seniority date recognized to include all service prior to the date of the termination.

FXT38.03 An Employee's seniority shall be adjusted to reflect any period during which seniority is not accumulated.

FXT38.04 The seniority of an Employee shall be lost, and all rights forfeited and employment terminated and there shall be no obligation to rehire when an Employee:

(a) resigns or otherwise voluntarily terminates employment;

(b) is discharged for just cause;

(c) concludes their Fixed-term appointment or the appointment is terminated, except as provided in Clause FXT38.02;

(d) fails to return to work at the end of a leave of absence, except where:

(i) before the end of the original leave an extension is requested and the need for the extension is verified and justified by the Employee, or

(ii) within fifteen (15) days following the end of the original leave, satisfactory explanation is provided for the failure to return to work;

(iii) is retired;

(iv) Casual, Student or Recurring Part-time Employees who have not worked within a six (6) month period.

FXT38.05 No seniority shall be acquired by Probationary Employees, Casual Employees, or Student Employees.

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

(a) they have completed the probationary period; or

(b) the Employee's period of service with the Board as a Casual or Student, has interruptions or breaks in service that were not longer than two (2) months and the service was in the same Position and Department.

FXT38.06 An Employee's period of service may be counted in other circumstances as determined by the Board.

ARTICLE FXT40
Extension of Appointment and Termination of Appointment

FXT40.01 In the event that a Fixed-term appointment is ending prior to the original termination date of the employment contract, notification must be provided to the Fixed-term Employee in writing in accordance with the schedule outlined below except in the circumstance where the Employee's length of employment would result in a greater notice period than the length of the Fixed-term appointment, in which case the length of the appointment will serve as the notice period. In all other cases, the following notice schedule will apply**:**

Notice Schedule

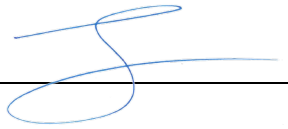
Seniority (when equal to or more than)	Working Notice (or pay in lieu)
6 months – 2 years	2 weeks
2– 4 years	4 weeks
4 – 6 years	8 weeks
6– 8 years	12 weeks
8– 10 years	14 weeks
10 or more years	18 weeks

FXT40.02 In the event that a Fixed-term appointment is being renewed the Employer shall make their best efforts to provide written notification to the Fixed-term Employee at least thirty (30) days prior to the original termination date.

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

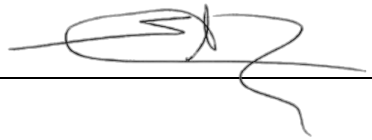
Signed this 20th day of October, 2026.

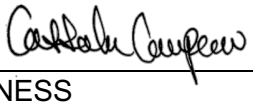
ON BEHALF OF THE GOVERNORS OF THE UNIVERSITY OF CALGARY



Tricia Dolan
WITNESS

ON BEHALF OF THE ALBERTA UNION OF PROVINCIAL EMPLOYEES




WITNESS