



***Collective Agreement***

***Part B:  
General Support Trust Employees***

***between the***

**Governors of the University of Alberta**

***and the***

**Non-Academic Staff Association**

***March 5, 1999 to March 31, 2000***

*<http://www.ualberta.ca/~hrgroup/trust/index.html>*

## **NASA** – the Non-Academic Staff Association at the University of Alberta

If you provide a support staff function at the University of Alberta, you work in a unionized environment.

NASA is the union which negotiates the terms and conditions of your employment. We also provide you with advice and assistance if you experience any difficulties in your work environment. This assistance includes giving advice and resolving issues regarding your rights under the contract, health and safety issues, WCB difficulties, benefit needs, etc.

In your workplace are NASA members who are Workplace Reps (commonly called Union stewards). These individuals are your direct access to advice and representation when you need it. NASA also has qualified labour relations staff who are available to you by phone or e-mail.

As a support staff Employee, you will be paying dues to NASA. Membership and its privileges, however, are not automatic. You can become a member by completing a membership application form and sending it to the NASA office. These forms are available from the Workplace Rep in your area, or the office. Your Workplace Rep or the office staff can assist you in learning more about NASA and how you can become an active member.

We encourage all support staff to become active in NASA. General meetings are held regularly in order to encourage and take direction from its members. Meeting notices are sent to you directly, or posted on the NASA bulletin boards in your workplace. NASA is a membership-driven organization which is only as good as the participation of its members.

Please feel free to contact the NASA office at:

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8303 112 Street NW  
Edmonton, AB T5G 1K4

Phone: (780) 439-3181  
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*This page contains information provided by NASA and is not part of this Agreement.*

## TABLE OF CONTENTS

Article		Page
	Preamble .....	1
1	Definitions .....	1
2	Inclusions/Exclusions Resolution Process.....	3
3	Membership and Dues.....	4
4	Association Representation .....	4
5	Management Rights.....	6
6	Safety, Apparel and Equipment .....	7
7	Probation.....	8
8	Hours of Work .....	8
9	Overtime .....	9
10	Paid Holidays .....	10
11	Winter Closure Days .....	11
12	Vacation.....	11
13	Illness and Proof of Illness.....	13
14	Leave .....	15
15	Performance Appraisals and Increments .....	18
16	Workers' Compensation .....	18
17	Benefits .....	19
18	University Credit Courses .....	20
19	Human Resources Development .....	21
20	Redeployment, Layoff, Notice/Recall .....	22
21	Position Evaluation .....	25
22	Position Evaluation Appeals.....	26
23	Discipline.....	27
24	Resignation .....	29
25	Position Abandonment.....	29
26	Dispute Resolution Process.....	30
27	Sexual Harassment .....	36
28	Salaries.....	36
29	Exceptions to Terms and Conditions of Employment .....	36

## ALPHABETICAL INDEX

	Article	Page
Association Representation .....	4	4
Benefits .....	17	19
Definitions .....	1	1
Discipline .....	23	27
Dispute Resolution Process.....	26	30
Exceptions to Terms and Conditions of Employment.....	29	36
Hours of Work.....	8	8
Human Resources Development .....	19	21
Illness and Proof of Illness .....	13	13
Inclusions/Exclusions Resolution Process .....	2	3
Leave .....	14	15
Management Rights.....	5	6
Membership and Dues.....	3	4
Overtime .....	9	9
Paid Holidays .....	10	10
Performance Appraisal and Increments .....	15	18
Position Abandonment.....	25	29
Position Evaluation .....	21	25
Position Evaluation Appeals.....	22	26
Preamble .....		1
Probation.....	7	8
Redeployment, Layoff, Notice/Recall .....	20	22
Resignation .....	24	29
Safety, Apparel and Equipment .....	6	7
Salaries.....	28	36
Sexual Harassment.....	27	36
University Credit Courses .....	18	20
Vacation .....	12	11
Winter Closure Days.....	11	11
Workers' Compensation .....	16	18

## APPENDICES

	<b>Page</b>
<b>Appendix A</b>	
<b>Base Pay Plan (April 1, 1998):</b>	
White Hourly Rates.....	38
White Monthly Rates – 35 Hours/Week .....	38
White Monthly Rates – 37.5 Hours/Week .....	39
White Monthly Rates – 40 Hours/Week .....	39
<b>Appendix B</b>	
<b>Base Pay Plan (April 1,1999):</b>	
White Hourly Rates.....	40
White Monthly Rates – 35 Hours/Week .....	40
White Monthly Rates – 37.5 Hours/Week .....	41
White Monthly Rates – 40 Hours/Week .....	41
<b>Appendix C</b>	
<b>Letter of Intent - Pay Periods .....</b>	<b>42</b>
<b>Appendix D</b>	
<b>Article 27A - Dispute Resolution Process - Interim Procedure .....</b>	<b>43</b>
<b>Appendix E</b>	
<b>Letter of Intent - Physical Education and Recreation.....</b>	<b>46</b>
<b>Appendix F</b>	
<b>Job Family Groupings.....</b>	<b>47</b>
<b>Appendix G</b>	
<b>NASA Representative Waiver.....</b>	<b>48</b>
<b>Appendix H</b>	
<b>Roster of Arbitrators.....</b>	<b>49</b>
<b>Appendix I</b>	
<b>Exclusions/Inclusions Definition Guidelines.....</b>	<b>50</b>
<b>Appendix J</b>	
<b>Exclusions/Inclusions Roster .....</b>	<b>53</b>
<b>Appendix K</b>	
<b>University of Alberta Disciplinary Process .....</b>	<b>54</b>
<b>(For information purposes only)</b>	

## PREAMBLE

The University of Alberta is dedicated to excellence in research, teaching and service to the community.

The University, as the employer, and the Non-Academic Staff Association (NASA), as the recognized bargaining agent for the General Support Trust Employees, appreciate the essential contributions of the Trustholders and Trust Employees in achieving and maintaining the University's high research profile.

The University and NASA intend this Agreement to promote further this productive Trustholder-Trust Employee relationship. To this end they are committed to the welfare of these skilled Employees, supporting their right to a fair, equitable and respectful working environment. This Agreement should reflect this philosophy.

## ARTICLE 1: DEFINITIONS

In this Agreement (Part B: General Support Trust Employees Agreement):

- 1.01 "AVP (HRS)"**, means the Associate Vice-President, Human Resource Services, of the University of Alberta or his/her designee.
- 1.02** Subject to the provisions of Article 29, **"base pay"** means the basic rate negotiated by the parties as outlined in Appendices A and B.
- 1.03 "Board"** means the Governors of the University of Alberta.
- 1.04 "Chair"** means the chairperson of an academic unit (or equivalent).
- 1.05 "Continuous employment"**
- (a) An Employee shall be deemed to be continuously employed after twelve (12) months of unbroken employment in a seniority unit.
  - (b) An Employee shall then cease to be continuously employed if his/her employment is broken by:
    - (1) voluntary resignation;
    - (2) dismissal for just cause;
    - (3) position abandonment;
    - (4) any break in employment of more than three (3) months; or
    - (5) failure to be recalled.
  - (c) For the purpose of the calculation of continuous employment, it shall not include any break in employment as defined above.
  - (d) Approved leave with pay, Article 16 – Workers' Compensation and leaves as per Article 14 – Leave, except clause 14.02, for any duration shall be counted as continuous employment.
  - (e) Approved leave without pay, time on LTD and time on continuous layoff greater than one (1) calendar month shall not be counted as continuous employment; however, for the sole purpose of reinstatement of illness only (i.e., clause 13.08), approved leave without pay and time on LTD will count as continuous employment.
  - (f) An Employee who has been on continuous layoff for more than one (1) calendar month and who is then recalled shall have his/her previous continuous employment reinstated.
  - (g) A partial calendar month of employment shall be considered a full calendar month of employment provided the Employee receives pay for a minimum of one-half (1/2) of the calendar month.

- 1.06** "**Continuous operation**" means a unit that operates seven (7) days a week and twenty-four (24) hours a day.
- 1.07** "**Demotion**" means a move from one position to another position with a lower maximum base pay.
- 1.08** "**Department**" means a teaching department, a faculty office, an administrative office or a service unit under the administrative authority of the Board.
- 1.09** "**Director, ER & ES**" means the Director, Employee Relations & Employment Services of the University of Alberta.
- 1.10** "**Dismissal**" means the discharge of an Employee from employment (i.e., his/her position) by the University.
- 1.11** "**Employee**" is a person appointed for fourteen hours or more per week or fifty-nine (59) hours per month for more than two consecutive months and who works on a full-time or part-time basis in a trust position and who provides general support assistance to a Trustholder.
- 1.12** "**Fiscal year**" means the period April 1 to March 31.
- 1.13** "**Increment**" means the difference between one rate of base pay and the next higher rate of base pay in the salary schedules set out in Appendices A and B.
- 1.14** "**Layoff**" means the permanent or temporary cessation of an Employee's employment; however, it does not include provisions pursuant to Article 7 - Probation or Article 23 - Discipline.
- 1.15** "**Lieu day**" means a day off with pay in place of a paid holiday or a previously mutually agreed-to lieu day on which the Employee is required to work.
- 1.16** "**NASA**" means the University of Alberta Non-Academic Staff Association.
- 1.17** "**Overtime**" means approved work required to be performed by an Employee outside of his/her regular hours of work.
- 1.18** The "**parties**" are the Board and NASA.
- 1.19** A "**position**" is a trust position that is contingent upon continuation of a Trustholder's research/operation activities or the receipt, renewal or continuance of a research grant, contract or other source of funding.
- 1.20** "**Seniority**" means the length of an Employee's continuous employment in any position covered by this Agreement.
- 1.21** A "**Seniority Unit**" shall consist of all Employees who occupy positions reporting to a Trustholder.
- 1.22** "**Straight time**" means the hourly rate.
- 1.23** "**Time and one-half**" means one and one-half (1½) times the hourly rate.
- 1.24** "**Trustholder**" is the recognized person(s) who holds research grants, contracts or is responsible for some other form of trust account at the University.
- 1.25** "**University**" means the University of Alberta.

## ARTICLE 2: INCLUSIONS/EXCLUSIONS RESOLUTION PROCESS

- 2.00** The parties agree to the following inclusions and exclusions (see also Appendix "I") from the NASA bargaining unit:
- (a) "Post Doctoral Fellows" who are (and should be) engaged in legitimate training and learning opportunities shall be excluded from the NASA bargaining unit.
  - (b) "Graduate/Undergraduate Students Paid from Trust" performing fourteen (14) hours of general support work or fewer per week shall be excluded from this Agreement.
  - (c) "Graduate/Undergraduate Students Paid from Trust" that provide general support services and are not engaged in legitimate training and learning opportunities and do not meet the agreed working definitions shall be represented by NASA.
  - (d) "Research Associates" who are (and should be) engaged in legitimate academic research, training and/or learning opportunities shall be excluded from the NASA bargaining unit.
  - (e) "Research Trust Managers" who are and should be engaged in legitimate academic/management activities shall be excluded from the NASA bargaining unit.

**2.01** The parties have agreed to inclusion/exclusion definitions (see Appendix "I") relating to individuals to be included and excluded from the General Support Trust Employee Unit (hereinafter referred to as the "Trust Unit"). There may be instances when a party or an individual disagrees with the current allocation of a position within or outside of this Trust Unit. This provision is intended to provide the parties with a method of achieving consensus or binding resolution when concerns of this nature arise. Although the definitions, including "General Support Trust Employee", are not intended to be complete or exclusive, they shall guide and form the basis of any decision made under this provision.

**2.02** An individual's participation in this process is respected and protected.

### **2.03 Discussion Stage**

If a party questions the current allocation of a position within or outside of this Trust Unit, the parties may meet to discuss their concern with each other, including a NASA Workplace Representative, the Trustholder and the appropriate Chairperson or designee. This discussion shall be held within five (5) days of the occurrence of the time the party should reasonably have become aware of the action or matter giving rise to the concern. The purpose of this discussion is to fully explore the concern, share respective information and to consult with any appropriate resource, which may include the affected individual in order to understand the respective interests of the parties. The respondent will provide a written response, referencing the initial meeting date, to the initiating party within five (5) days of the meeting held to discuss the concern.

### **2.04 Formal Resolution**

Failing resolution of the concern at the discussion stage, the initiating party may, within ten (10) days of the respondent's written response, bring the concern, in writing, to either the Employee Relations Unit or the NASA's Designated Official, as appropriate, for resolution. A meeting will be held between the parties within ten (10) days of the initiating party's request to discuss the concern. The respondent will provide a written response to the discussion within ten (10) days of the meeting held to discuss the concern. The written response will include the name of the respondent's nominee to an adjudication panel in case a panel is required.

### **2.05 Adjudication Stage**

Failing resolution of the concern at the formal resolution stage, the initiating party nominates a nominee within ten (10) days to participate on a three-member adjudication panel to review and determine the concern. The two nominees will, within ten (10) days, nominate a third person who shall chair the adjudication panel. Failing agreement within ten (10) days, a Chairperson shall be chosen at random from the established



Inclusions/Exclusions Roster attached as Appendix "J" and according to the requirements of a Chairperson stated below. The nominees and Chairperson will be selected from the University community and have the relevant knowledge, qualifications and expertise to make an informed decision. The Chairperson shall not be in a conflict of interest respecting the position in discussion. The parties to this Agreement will, within thirty (30) days of ratification of this Agreement, select a roster of at least six (6) Chairpersons through mutual agreement to be listed in the Inclusions/Exclusions Roster.

The adjudication panel will be confined to the issue in dispute. The adjudication panel shall hear and determine the concern and shall issue a decision in writing within twenty-five (25) days from the date of the selection of a Chairperson. The decision is final and binding upon the parties and the affected individual and will be effective on the date of the first meeting at the discussion stage. The adjudication panel, by its decision, shall not add, alter, amend or change the provisions of this Agreement. The decision of the adjudication panel shall be unanimous or one reached by the majority of the members of the panel. If there is no majority decision, then the decision of the Chairperson shall constitute the final binding decision of the panel.

**2.06** The parties will meet after the panel's decision to settle any issues of the affected individual's change of status.

**2.07 General Provisions**

- (a) Any of the above time limits may be extended or placed in abeyance upon mutual agreement in writing of the parties. All the above time limits referred to in this process are exclusive of Saturdays, Sundays, paid holidays or official University-wide days off. If the initiating party fails to comply with the time limits above, the process shall be deemed to be at an end.
- (b) If the process is properly followed, the decision reached by the parties or the adjudication panel shall not be subject to any other dispute resolution process.
- (c) This Agreement shall not apply to persons who are agreed between the parties to be excluded from the bargaining unit under the provisions of Section 21 of the Public Service Employee Relations Act, or who have been determined by the Public Service Employee Relations Board to be excluded under the provisions of Section 21 of the Public Service Employee Relations Act.

**ARTICLE 3: MEMBERSHIP AND DUES**

**3.01** All Employees covered by this Agreement shall either be members of NASA or be required to pay a service fee equivalent to the membership fee.

**3.02** Membership fees or service fees shall be deducted from Employees' base pay and remitted to NASA on a monthly basis in the month following the month in which such monies are deducted. The Board further agrees to provide NASA with the full name, job title, department, Trustholder's name, Employee type, commencement date, last known address and amount of dues deducted for each Employee for whom service fees or dues have been deducted. In addition the Board agrees to provide NASA with, for use in NASA business only, the rate of base pay for each Employee in the bargaining unit.

**3.03** Subject to the technical capability to do so, the Board agrees to provide the above information to NASA in machine-readable form.

**3.04** NASA shall provide the Board with at least one (1) full calendar month's written notice prior to the effective date of a change in the amount of dues to be deducted.

**ARTICLE 4: ASSOCIATION REPRESENTATION**

- 4.00** The primary function of an Employee is to perform the duties assigned to his/her position. Association activities during regular hours of work are subject to operational requirements. Requests for time to participate in Association activities shall not be unreasonably withheld.
- 4.01** The intent of the NASA Workplace Rep system is to allow for the representation of Employees to encourage resolution of concerns, complaints or grievances at the earliest opportunity. An Employee, acting as a Workplace Rep, shall be a good problem-solver in an effort to resolve workplace concerns. A Workplace Rep is deemed to be an authorized representative of NASA and, as such, decisions or resolutions reached in the workplace will resolve the issue(s) at hand without further action and/or grievance being carried forward.
- 4.02** The Board and NASA agree that it is desirable to have the broadest representation of Workplace Reps across the University, with persons who have a good operational knowledge of their work area, the University workplace, and this Agreement. NASA agrees that it shall not appoint Workplace Reps in a manner which is incompatible with operational and research needs. In the event that over-representation exists in any particular work area, or should any Workplace Rep be over-utilized, the parties will meet to review and conclude the matter. The number or distribution of Workplace Reps may be increased or changed by mutual agreement.
- 4.03** If it is necessary to request time off during regular hours of work under this article, the Employee shall:
- (a) not be required to disclose the details of the Association Business;
  - (b) make arrangements for time off with his/her Trustholder to minimize the impact of his/her absence on operations; and
  - (c) report to the Trustholder or designee upon his/her return to work.
- 4.04** Time off with pay, subject to operational/research requirements and trust/grant funding limitations, will be granted (requests for time to participate in Association activities shall not be unreasonably withheld) to:
- (a) Employees to exercise specified rights under this Agreement;
  - (b) Workplace Reps to perform their duties as described by this Agreement (e.g., Dispute Resolution Process - Article 26);
  - (c) the Chief Workplace Rep to act as a Workplace Rep, or to act in the absence of NASA staff under clause 26.04;
  - (d) NASA Executive members to attend regular executive meetings (no more than one hour per week);
  - (e) Negotiation Committee members to attend negotiations and reasonable time for preparation;
  - (f) Employees acting on behalf of NASA on mutually recognized committees;
  - (g) Employees participating on recognized University committees;
  - (h) Employees for other mutually agreed activities.
- 4.05** Time off without pay, subject to operational/research requirements, will be granted to:
- (a) Workplace Reps to investigate and prepare for matters described by this Agreement, (e.g., Dispute Resolution Process - Article 26);
  - (b) the Chief Workplace Rep to attend a hearing under clause 26.04 other than provided under clause 4.04(c);
  - (c) NASA Executive members to attend executive meetings over the limits specified under clauses 4.04(d) and 4.06(b);

- (d) Negotiation Committee members over the limits specified in clause 4.06(c) to attend negotiations and for reasonable preparation time;
- (e) Members of NASA Representatives Council to a maximum of one (1) hour per month each to attend meetings of the Council. Requests for time off for such members shall be submitted by NASA to the AVP (HRS), at least one (1) week before the date of the Council meeting. NASA shall keep the AVP (HRS) advised as to the names of the members of the Council; and
- (f) Employees for NASA business not covered above, subject to operational/research requirements. It is the responsibility of the Employee to make the necessary arrangements with his/her Trustholder and for NASA to provide notice of such arrangements to the Trustholder, at least one (1) week before the date of the time off. It is the responsibility of the Employee, with the assistance, if required, of Human Resource Services to make the necessary arrangements with his/her Trustholder.

To administer the time off without pay provisions noted above, the University will pay the affected Employees and invoice NASA for the pay and applicable additional premiums.

**4.06** The parties agree there shall be:

- (a) Under clause 4.04(b), no more than three (3) percent of the total number of full time trust support Employees (calculated as of March 31 each year) shall be appointed as Workplace Reps;
- (b) Under clause 4.04(d), no more than a maximum combined total (i.e., operating support Employees and trust support Employees) of eight (8) Executive members;
- (c) Under clause 4.04(e), no more than two (2) Negotiation Committee members;
- (d) Under clause 4.05(e), no more than a maximum combined total (i.e., operating support Employees and trust support Employees) of seventy-five (75) members of the NASA Representative Council.

**4.07** The parties agree there shall be no discrimination or coercion exercised or practised with respect to any Employee for reason of membership or legitimate activity in NASA.

**4.08** Nothing herein this Agreement shall preclude an Employee from discussing problems, personal or job related, with his/her Trustholder or designee, Chairperson or members of Human Resource Services or other representatives of the Board. Nothing herein this Agreement shall preclude a Trustholder or designee, Chairperson, Director or Dean from meeting with a Workplace Rep, provided no agreements are reached which are inconsistent with the provisions of this Agreement.

**4.09** NASA agrees to provide written notification to Human Resource Services of the names and departments of Workplace Reps, Executive Committee members, Grievance Committee members and Employees acting on behalf of NASA on mutually recognized committees, and shall continue to update the list if any changes occur during the year.

**4.10** NASA will provide the name of the person (or designee) acting as the "Designated Official of NASA" (as per clause 26.07) who will have the authority to act and resolve differences. It is further understood that the person or designee shall be the authorizing signature for written grievances or other matters under Article 26.

**4.11** The Board agrees to provide bulletin board space in each department for the purpose of posting information related to NASA business. Such postings are restricted to the activities of NASA. Where the AVP (HRS) is of the opinion that a particular posting disparages or encroaches upon management rights, or is contrary to Board policy, or damaging to the image of the University, then such a matter shall be raised under clause 26.03(a) (problem-solving).

## **ARTICLE 5: MANAGEMENT RIGHTS**

- 5.01** All functions, rights, powers and authority which the Board has not specifically abridged, delegated, or modified by this Agreement are retained by the Board.

## **ARTICLE 6: SAFETY, APPAREL AND EQUIPMENT**

- 6.01** The Board, Trustholders and Employees recognize their responsibilities to develop and maintain a safe work environment and the intent of relevant health and safety legislation shall apply.

### SAFETY

- 6.02**
- (a) Where an Employee considers his/her work or worksite to be unsafe, s/he shall immediately report the condition to his/her Trustholder or designee who will remedy the concern. If it cannot be remedied it is to be reported to the Environmental Health and Safety Officer.
  - (b) An Employee shall not be required to work on the particular job that is considered unsafe until the unsafe condition has been corrected. The Employee may request that the site be inspected by the Environmental Health and Safety Officer.
  - (c) An Employee shall have the right to refuse to enter or leave an area if, in his/her opinion, his/her personal safety may be endangered in so doing. Such an Employee's failure to report for duty or to carry out his/her official duties shall not be considered a violation of this Agreement nor shall it be grounds for docking his/her pay or for disciplinary action. However, the Employee shall advise his/her Trustholder or designee of his/her circumstances at the first available opportunity.
  - (d) If in the opinion of the Environmental Health and Safety Officer, an expert opinion is required, appropriate persons shall be contacted including, but not limited to, the Alberta Government's Workplace Health and Safety and Strategic Services Division. Alternatively, or in combination with the above, a Department of Labour Safety Inspector shall be called in by the Environmental Health and Safety Officer.
- 6.03** Where an Employee considers that another person is performing his/her work in an unsafe manner s/he shall report the unsafe act to his/her Trustholder or designee immediately.
- 6.04**
- (a) Where it is a requirement of the job, Employees shall be provided with protective equipment and clothing. Employees are responsible for the purchase of his/her own eyeglasses, the additional cost for standard clear hardex lenses will be paid for by the Trustholder.
  - (b) Where it is determined by Environmental Health and Safety (pursuant to the Occupational Health and Safety Act) that safety footwear should be provided, the Trustholder shall either provide the actual safety footwear or reimburse each eligible Employee for the actual cost of the safety footwear.
  - (c) Where Employees, in the interests of safety and on recommendation of the Environmental Health and Safety Officer, elect to wear safety shoes or boots, the Trustholder shall subsidize to a maximum:
    - of sixty dollars (\$60) per Employee in each full year; or
    - of one hundred and twenty dollars (\$120) per Employee every two years; however, the Employee choosing this option can then make only one claim during this two year period.

Where working conditions are such that deterioration of safety shoes or boots occurs during the year, the subsidy for safety footwear may be extended to provide for more than one subsidy per annum on the recommendation of the Environmental Health and Safety Officer to the Trustholder or designee.
  - (d) The provision of safety footwear in clause 6.04 (c) applies to full-time and part-time Employees greater than twelve (12) months.

## APPAREL

- 6.05** Where an Employee is required either as a condition of employment or because of the nature of the work to wear uniforms, coveralls or other special apparel, the Trustholder shall provide this apparel at no cost to the Employee.

## EQUIPMENT

- 6.06** Where an Employee is required, as a condition of employment, to use his/her own hand tools and bench tools in the performance of his/her job, such tools shall be replaced by the Trustholder when damaged or broken during the performance of his/her work. The Trustholder shall supply special or unusual tools as required.

## **ARTICLE 7: PROBATION**

- 7.01** The probationary period of Employees shall not exceed six (6) months of work, after commencement of employment, unless extended by the Trustholder or designee for up to six (6) additional months, for reasons that are outlined in writing to the Employee, NASA and Employee Relations.
- 7.02** During the probationary period, the Trustholder or designee (in consultation with Employee Relations) may dismiss a probationary Employee. The Employee shall receive five (5) working days' written notice if his/her period of employment is greater than three (3) months.
- 7.03** A non-probationary person, who transfers, or is promoted to work for a Trustholder, shall have a trial period of three (3) months, which may be extended by the Trustholder for another three (3) months for reasons that are outlined in writing to the Employee with a copy to Employee Relations and NASA. During this trial period, if the Employee is deemed unable to perform the duties of the new position satisfactorily, s/he shall be laid off unless the Employee's previous position is available and vacant.
- 7.04** Except in extenuating circumstances, no person should serve more than one probationary period with the University.
- 7.05** No probationary period shall be required on disciplinary or involuntary demotion.
- 7.06** **Employees Twelve Months or Less**

For Employees initially appointed for twelve (12) months or less, this article shall not apply.

## **ARTICLE 8: HOURS OF WORK**

- 8.00** The intent of this article is to ensure Employees and Trustholders understand the expectations for hours of work.
- Employees and Trustholders shall ensure that the Employee's hours of work, as per the letter of appointment and provisions provided below, are adhered to.
- 8.01** New Employees will receive a letter of appointment outlining their hours of work (i.e., regular work-day and regular work-week).
- 8.02** **Regular Work-day and Work-week for Full-time Employees**
- (a) The regular work-day shall be:
- (1) seven (7), or
  - (2) seven and one-half (7.5), or
  - (3) eight (8) consecutive hours.

- (b) The regular work-week shall be:
  - (1) thirty five (35) hours,
  - (2) thirty seven and one half (37.5) hours, or
  - (3) forty (40) hours.
- (c) A regular work-week shall 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, a permanent change to an Employee's regular start time requires that the Employee be provided with thirty (30) calendar days' written notice of the change.
- (e) Modified work-days (e.g., split shifts) or work-weeks are acceptable by agreement between the Employee and the Trustholder provided that the hours worked shall be, on average, equivalent to that which the Employee would have worked under clauses 8.02(a) and (b). Except for clauses 8.02(a) and (b), an Employee working pursuant to a modified work-day or work-week agreement retains access to the provisions of this Agreement and there shall be no loss or gain of any provision of this Agreement when a modified work-day or work-week is in use.
- (f) When, on an ongoing basis, operational requirements necessitate irregular hours outside of the provisions of clauses 8.02(a) and (b), and the Employee and Trustholder agree, the Trustholder shall submit the agreed work schedule to the Director, ER & ES for approval. The Director, ER & ES shall provide a copy of the agreed work schedule to NASA for approval. Approval shall not be unreasonably withheld. A Trustholder and Employee who fails to receive approval within ten (10) working days may implement the agreed upon schedule. Except for clauses 8.02(a) and (b), an Employee working pursuant to an irregular hours of work arrangement retains access to the provisions of this Agreement except as modified by the irregular work schedule and providing there shall be no loss or gain of any provision of this Agreement when an Employee works an irregular work schedule.
- (g) Where an urgent circumstance or emergency arises, the Trustholder may make temporary changes as required with as much notice as possible to the Employee. Such changes shall not remain in effect for more than two (2) weeks. This provision shall not be used repeatedly so as to circumvent the requirement for notice given above.

### **8.03 Rest Periods**

- (a) Full-time Employees shall be entitled to a paid rest period of fifteen (15) minutes during each one-half (1/2) working day of not less than three and one-half (3 1/2) hours duration.
- (b) Part-time Employees shall be entitled to a paid rest period of fifteen (15) minutes during the first three and one-half (3 1/2) hours, and an additional rest period of fifteen (15) minutes during the rest of their work-day if in excess of two (2) hours.

### **8.04 Notification of Absence**

- (a) An Employee who is going to be absent from work shall ensure that his/her Trustholder or designee is informed of the reasons for and expected duration of the absence as soon as possible.
- (b) A Trustholder shall designate a person to be contacted in the event that an Employee is unable to contact his/her Trustholder.
- (c) Should an Employee fail to comply with clause 8.04(a), his/her absence may be considered as unauthorized leave without pay unless s/he can demonstrate legitimate reasons for the non-compliance.

## **ARTICLE 9: OVERTIME**

**9.00** Trustholders and Employees shall monitor approved overtime worked to ensure that compensating time off in lieu occurs or, if approved, is paid.

**9.01 Authorization**

Overtime shall be authorized in writing by the Trustholder or designee before it is worked.

**9.02 Compensating Time Off and Rate**

- (a) A full-time Employee required and approved to work overtime shall be compensated with time off at the rate of time and one-half times (1½ x) his/her base pay.
- (b) A part-time Employee whose regularly scheduled daily hours are less than those of a full-time Employee in the same job, who is required to work overtime, shall be compensated at straight time for hours up to the scheduled regular daily hours for said full-time Employee and thereafter shall be compensated pursuant to clause 9.02(a).

**9.03 Compensating Paid Overtime**

- (a) An Employee may elect to take compensating time off as pay, subject to the prior approval of his/her Trustholder. Such pay shall be calculated per clause 9.02.
- (b) In the event that any compensating time off cannot be taken at a time mutually agreeable to the Employee and his/her Trustholder or designee within a period of six (6) months immediately following the month in which the overtime occurred, the Employee shall, instead, receive the overtime pay in the month immediately following the expiration of the six (6) month period.

**9.04** Any approved overtime shall be paid out to an Employee when s/he ceases working for his/her Trustholder.

**9.05** Overtime shall be:

- (a) calculated to the nearest one-quarter (¼) of an hour;
- (b) calculated on the basis of the Employee's base pay in effect at the time the overtime occurred; and
- (c) for a minimum of one (1) hour of compensation at the appropriate rate.

**9.06** When clauses 8.02(e) or (f) apply to an Employee, this article shall apply only after the Employee has worked his/her hours for that modified work-day, work week or irregular hours of work.

**ARTICLE 10: PAID HOLIDAYS**

**10.01** The following shall be paid holidays:

New Year's Day	Victoria Day	Thanksgiving
Alberta Family Day	Canada Day	Remembrance Day
Good Friday	Heritage Day (Civic Holiday)	Christmas Day
Easter Monday	Labour Day	

**10.02** Where a paid holiday under clause 10.01 falls on a Saturday or a Sunday, the paid holiday shall be observed on the following Monday.

**10.03** When an Employee is not required to work on a paid holiday, his/her pay for that holiday shall be the pay that s/he regularly receives for his/her normal day's work.

- 10.04** To be eligible for paid holidays, an Employee must be at work (or on approved leave with pay) his/her last normal working day before the paid holiday, and his/her first normal working day after, or paid as per the Employment Standards Code, whichever is a greater benefit.
- 10.05** When a paid holiday falls on one of an Employee's normal rest days, s/he shall be given some other day of paid leave in lieu of the day of rest. For purposes of clause 10.07, an Employee shall only be considered to have worked on a paid holiday when s/he works on one of the specific days set out in clause 10.01.
- 10.06** When provision of a lieu day cannot be arranged due to research/operational requirements, the Employee shall receive a day's pay not later than the end of the month following the month in which the paid holiday occurs.
- 10.07** When an Employee is required to work on a paid holiday:
- (a) s/he shall receive time off or pay, calculated at the rate of double time (2x) for all hours worked, and in addition shall be given some other day off with pay in lieu of the paid holiday at a mutually agreeable time. Where this provision applies, clause 10.03, shall not apply.
  - (b) when an Employee is required to work for less than his/her normal daily hours, s/he shall be paid at straight time for the balance of those hours s/he was not required to work.
  - (c) the minimum time off or payment for working on a paid holiday is one (1) hour at the overtime rate.
- 10.08** Notwithstanding clause 10.06, an Employee working in continuous operations shall have the opportunity to schedule the lieu day in conjunction with his/her normal rest days, or with his/her next period of vacation leave. Not more than five (5) of these days may be taken in conjunction with vacation leave. Where an Employee elects, in advance, to schedule the alternate day off, it shall not be changed except by mutual agreement.
- 10.09 Part-time and Employees Appointed for Less Than Twelve (12) months**
- (a) If the paid holiday falls on a day when the Employee is normally scheduled to work, this article shall apply as written.
  - (b) If the paid holiday falls on a day when the Employee is normally scheduled not to work, this article shall not apply to that Employee.

#### **ARTICLE 11: WINTER CLOSURE DAYS**

- 11.01** Employees shall normally be entitled to four (4) days off, during the regular work week period of December 26 to December 31 inclusive, as follows:
- (a) the regularly scheduled work-days shall be designated as days off with pay (i.e., paid but not worked) for Employees appointed for or who have been continuously employed for greater than twelve (12) months, and these Employees shall receive the base pay they regularly receive for their normal day's work;
  - (b) the regularly scheduled work-days shall be designated as days off without pay (i.e., unpaid and not worked) for Employees appointed for twelve months or less;
  - (c) when an Employee is scheduled and required to work on one or more of these days off, s/he shall receive straight time pay; and if s/he is an Employee who has been appointed for or who has been continuously employed for greater than twelve (12) months, s/he shall receive an alternative day off with pay in lieu of the designated paid day off at a mutually agreeable time (no more than six (6) months later); failing mutual agreement, the Employee's Trustholder may schedule the Employee off or pay the Employee for time off in lieu;



- (d) to be eligible for these designated days off with pay, an eligible Employee must be at work (or be on approved leave with pay) his/her last normal working day before these designated paid days off, and his/her first normal working day after.

## **ARTICLE 12: VACATION**

### **12.01 Vacation Year**

The vacation year is the fiscal year (April 1 through March 31).

### **12.02 Earned Vacation Credits**

Vacation credits for a full-time Employee appointed for greater than twelve (12) months or employed for greater than twelve (12) months shall be earned on the basis of each calendar month of continuous employment with the University as follows:

- (a) at commencement of appointment:

earning rate of 1 1/4 work-days per calendar month  
(i.e., fifteen (15) work-days every twelve (12) calendar months of employment);

- (b) upon completion of five (5) years of employment:

earning rate of 1 2/3 work-days per calendar month  
(i.e., twenty (20) work-days every twelve (12) calendar months of employment);

- (c) upon completion of sixteen (16) years of employment:

earning rate of 2 1/12 work-days per calendar month  
(i.e., twenty-five (25) work-days every twelve (12) calendar months of employment).

**12.03** Part-time Employees appointed for greater than twelve (12) months or employed for greater than twelve (12) months shall earn vacation credits as per clause 12.02; however, the vacation credits shall be pro-rated in accordance with his/her actual hours worked or paid for (exclusive of overtime).

**12.04** When a part-time Employee becomes a full-time Employee, his/her former part-time continuous employment shall, without pro-rating, be considered full-time service for the purpose of earning future vacation credits. However, vacation pay for vacation credits, if any, while s/he was a part-time Employee shall remain governed by clause 12.02.

**12.05** Notwithstanding clause 12.01, but subject to clause 12.07, an Employee shall have the right, in any vacation year, to use all the vacation credits s/he has earned up to the commencement date of his/her scheduled vacation time.

**12.06** In each vacation year, an Employee shall have the right to take his/her vacation in one (1) unbroken period of no more than twenty (20) days or to split his/her vacation subject to clause 12.07.

**12.07** Vacation shall be scheduled by mutual agreement between the Employee and his/her Trustholder or designee. Subject to operational/research requirements, the Trustholder shall accommodate the Employee's choice of vacation time. When operational/research requirements prevent two (2) or more Employees, within the same seniority unit, from taking their vacation at the same time, their length of continuous employment shall be the determinant.

**12.08** Where one (1) or more paid holidays fall within an Employee's vacation, such paid holidays shall not be counted as part of the Employee's vacation.

- 12.09** Where an Employee is hospitalized during his/her vacation, the duration of his/her hospitalization shall be charged against his/her illness entitlement and shall not be counted as part of his/her vacation, provided s/he can demonstrate his/her hospitalization to the satisfaction of the Trustholder or designee.
- 12.10** Where an Employee has exhausted his/her illness leave entitlement, s/he shall have the right to use his/her vacation credits, if any, to cover his/her absence due to illness.
- 12.11** The Trustholder or designee may approve an Employee's request for unused vacation credits to be carried over to the next vacation year. No Employee shall lose any unused vacation credits under any circumstance.
- 12.12** An Employee shall have the right to receive part or all of his/her vacation pay prior to the commencement of his/her vacation, provided s/he submits such request to his/her Trustholder or designee at least ten (10) work-days prior to the commencement of his/her vacation.
- 12.13** (a) At the request of the Employee, any vacation credits owed may be paid out to an Employee when s/he ceases working for his/her Trustholder or, alternatively, any vacation credit monies owed will be debited from the Trustholder's account and credited to the new account.
- (b) Notwithstanding the above and subject to clause 12.07, an Employee who is now paid from a new account is entitled to take the earned vacation time off (paid or unpaid depending upon the option taken above).
- 12.14** Vacation credits, if any, shall be paid out to an Employee on the date of his/her cessation of employment with the University.
- 12.15 Employees Appointed for Twelve (12) Months or Less**

This article shall not apply to Employees appointed for twelve (12) months or less. Instead, such Employees shall receive vacation pay at the rate of four percent (4%) of their total earnings (exclusive of overtime) for each pay period. Employees who have not worked in excess of twelve (12) months shall have approved vacation leave, if any, without pay.

### **ARTICLE 13: ILLNESS AND PROOF OF ILLNESS**

- 13.01** The University and NASA jointly acknowledge their commitment to promoting wellness, encouraging the legitimate use of illness leave, and being proactive in returning Employees to work.
- 13.02** "**Illness**" means illness, injury or quarantine affecting an Employee, but does not include pregnancy.
- 13.03** "**Casual illness**" means an illness which causes an Employee to be absent from duty for a period of three (3) consecutive work-days or less for which no medical certificate is required. Where an Employee has used his/her casual illness entitlement in any one (1) employment year, s/he may provide a medical certificate for additional absences of three (3) work-days or less, and the absence shall be considered as general illness.
- 13.04** "**General illness**" means certified illness which causes an Employee to be absent from duty for a period of more than three (3) consecutive work-days.
- 13.05** "**Employment year**" begins with the initial date of employment and continues with each full year of continuous employment thereafter, subject to clause 1.05(e).
- 13.06 Medical and Dental Appointments**
- Time off to attend medical and dental appointments requires authorization of the Trustholder in advance and shall be scheduled to least interfere with the Employee's work. Time off that is taken during scheduled hours of work shall be made up or charged against casual illness entitlement.
- 13.07 Illness Entitlement**

Illness entitlement shall have application only to the days on which the Employee would otherwise normally be scheduled to work. Pro-rating shall be on the basis of total number of hours worked or paid for (excluding overtime) per month in an equivalent full-time position.

(a) Full-time Employees appointed or employed greater than twelve (12) months:

Commencing on employment, sick leave shall commence being earned at the rate of one (1) day per month, for each complete month of employment, up to a maximum accumulation of twelve (12) days.

On the 13th month of employment illness entitlement will become 130 work-days, per employment year, of which ten (10) work-days, may be used as casual illness.

- (b) Part-time Employees appointed or employed greater than twelve (12) months:

Commencing on employment, sick leave shall commence being earned at the rate of one (1) day per month, for each complete month of employment, up to a maximum accumulation of twelve (12) days.

On the 13th month of employment illness entitlement will become 130 work-days, per employment year, of which ten (10) work-days, may be used as casual illness.

Such entitlement shall be pro-rated.

- (c) Employees appointed for 12 months or less:

When these Employees work fourteen (14) hours or more per week, sick leave shall commence being earned at the rate of one (1) day per month, for each complete month of employment, up to a maximum accumulation of twelve (12) days.

Such entitlement shall be pro-rated for part-time Employees.

### **13.08 Reinstatement of Entitlement**

Illness entitlement is reinstated at the beginning of each year of continuous employment (i.e., reinstatement of entitlement will be based upon a twelve (12) month period related to an Employee's employment date), subject to the following provisions:

- (a) When an absence on account of illness continues from one employment year to the next, the period of leave with pay allowable in respect of that absence is determined according to the year of employment in which the absence commenced. The portion of such period of leave that is taken in the succeeding year does not reduce the Employee's illness entitlement for that year.
- (b) After an Employee uses his/her illness entitlement in any one employment year, s/he is not entitled to further illness entitlement in the next employment year until s/he has completed ten (10) consecutive work-days of employment from the date of his/her return to work.
- (c) Where the Trustholder disputes the validity of the medical certificate submitted by the Employee with respect to clause 13.10, the Trustholder and Employee Relations may require the Employee to undergo a medical examination by another medical doctor who is not in the employ of the Board. Should the two medical doctors disagree on the medical status of the Employee, a third medical doctor to be selected by mutual agreement of the two medical doctors shall settle the dispute.

### **13.09 Hospitalization during Annual Vacation Leave**

Should an Employee demonstrate, to the satisfaction of the Trustholder, that s/he was admitted to a hospital as an in-patient during the course of his/her vacation, s/he shall be considered to be on sick leave for the period of stay in hospital subject to the other provisions of this article. Vacation time not taken as a result of such stay in hospital, shall be taken at a mutually agreeable later date.

### **13.10 Proof of Illness**

- (a) Medical certificates shall be provided to the Trustholder for any absence due to illness in excess of three (3) work-days. The medical certificate shall specify:
- (1) the Employee was unable to attend work and perform his/her regular duties due to illness, and
  - (2) the duration of the illness.
- (b) Medical certificates for absence due to casual illness of three (3) work-days or less shall not be required except where the Employee has had a maximum of ten (10) work-days of uncertified absence due to illness in an employment year.

- (c) Medical certificates shall be provided for any absence due to illness immediately preceding or following a vacation period or a paid holiday.
- (d) For an absence due to illness that continues beyond ten (10) work-days or where there is a discernible pattern of shorter duration absences as determined by the Trustholder, the Employee will be required to submit a medical certificate that specifies the nature of the illness, the duration or expected duration of the illness and a prognosis on recovery. If the Employee does not return to work on the specified return date(s), further medical certificates will be required.

### **13.11 Medical Board**

In a case of prolonged absence caused by illness or where chronic illness is believed to be adversely affecting an Employee's work, Human Resource Services may require that the Employee be examined by a medical board consisting of one or more doctors selected by Human Resource Services. The medical board will submit a medical report as to the condition of the Employee and the amount of time considered necessary for his/her complete recovery, an opinion on the Employee's ability to continue in his/her present position and whether or not his/her condition can be reversed through treatment.

## **ARTICLE 14: LEAVE**

### **14.01 Leave With Pay**

An Employee appointed to a position that is greater than twelve (12) months or an Employee who has been continuously employed for greater than twelve (12) months, upon receiving authorization from his/her Trustholder or designee, shall be granted leave with pay for compassionate reasons up to a maximum entitlement of five (5) working days per year.

### **14.02 Leave Without Pay**

Upon receiving authorization from his/her Trustholder or designee, an Employee may be granted leave without pay.

### **14.03 Maternity Leave**

- (a) Following one (1) year of continuous employment, leave of absence without pay for a minimum of six (6) weeks and to a maximum of six (6) months for maternity reasons will be granted by the Trustholder with written notification to Human Resource Services subject to the following conditions:
  - (1) The Employee shall apply for maternity leave a minimum of three (3) months prior to the expected date of birth. The anticipated date to return to work shall be stated in the application.
  - (2) The date on which maternity leave will commence shall be determined by the Employee, in consultation with her physician, unless the pregnancy interferes with the performance of the duties of her position.
- (b) Eligible Employees entitled to childbirth leave and top up benefit shall formally apply for Employment Insurance Maternity Benefits as soon as eligible and able.
- (c)
  - (1) An Employee who wishes to resume her employment on expiration of her approved maternity leave shall endeavour to provide at least six (6) weeks' notice in writing of the day she intends to resume employment. The Employee shall be entitled to return to the position she held immediately prior to going on maternity leave, or where an Employee cannot be returned to her former position, she will be placed in an alternative position of comparable nature.
  - (2) Subject to the agreement of the Trustholder and clause 14.03(c)(1), in the event the Employee wishes to resume employment earlier than her intended return date, she may return to work:

- (i) one (1) month following birth if a medical certificate is provided;
  - (ii) six (6) weeks following birth if a medical certificate is not provided; or
  - (iii) if later than six (6) weeks following birth, as agreed between the Trustholder and Employee.
- (d) Eligible Employees are required to advise the Trustholder and Human Resource Services prior to the commencement of maternity leave regarding the continuation of benefit coverage for the duration of the leave. Benefit coverage will be provided up to and including any health-related portion of her absence. The Employee shall provide medical evidence from her physician specifying the portion of her maternity leave attributable to any health-related absence. If an Employee opts to continue her benefit coverage with the University beyond the illness-related portion of her leave, she must pre-pay her premiums.
- (e) A pregnant Employee who satisfies her Trustholder, through medical evidence from her physician, that continued employment in her present position may be hazardous to her health or to her unborn child, may request a transfer to a more suitable position if one is available. The Employee shall be paid within the range for the new position. If no suitable position is available and/or the Employee is not transferred, she may request maternity leave, if eligible, under this article. In the event that such leave commences within the first four (4) months of pregnancy, which necessitates an absence of longer than six (6) months, the Employee may request further leave without pay.
- (f) Top Up Benefits

The University will provide top up benefits to eligible Employees on maternity leave in accordance with the Employment Insurance Regulations and subject to the following conditions:

- (1) an Employee may apply for top up benefits during the illness-related portion of her maternity leave provided:
  - (i) she is receiving Employment Insurance maternity benefits,
  - (ii) she has sufficient illness entitlement in accordance with clause 13.07, and
  - (iii) the Employee provides medical evidence from her physician specifying the portion of her maternity leave attributable to any health-related absence.
- (2) Evidence of payment of Employment Insurance maternity benefits (cheque stub) must be presented to Human Resource Services in order to receive the maternity top up benefit.
- (3) The maternity top up benefit shall provide the Employee with ninety-five percent (95%) of gross earnings less deductions.

#### **14.04 Adoption Leave**

- (a) Following one (1) year of continuous employment, and upon reasonable notice being given to the Trustholder and Human Resource Services, an Employee shall be granted leave of absence without pay for up to six (6) months immediately following the adoption of a child.
- (b) The Employee is required to advise Human Resource Services prior to the commencement of adoption leave regarding continuation of benefit coverage for the duration of the leave. If the Employee opts to continue benefit coverage with the University during their adoption leave, s/he must prepay the premiums.
- (c) An Employee who wishes to resume his/her employment on expiration of his/her approved adoption leave, shall endeavour to provide at least six (6) weeks' notice in writing of the day s/he intends to resume employment. Subject to the continuation of grant or contract funding availability, the

Employee shall be entitled to return to the position s/he held immediately prior to going on adoption leave or where an Employee cannot be returned to his/her former position, s/he will be placed in an alternative position of comparable nature.

#### **14.05 New Child Leave**

The sole purpose of new child leave is to provide primary care for the newborn or adopted child.

Following one (1) year of continuous employment, leave of absence without pay for more than four (4) weeks and to a maximum of ten (10) weeks may be granted to an Employee who shall be providing primary care for his/her newborn or adopted child, subject to operational considerations by the Trustholder, with written notification to Human Resource Services and subject to the following conditions:

- (a) the Employee shall apply for leave a minimum of three (3) months prior to the anticipated birth or adoption date;
- (b) such leave shall commence no sooner than the actual birth or adoption date and no later than twenty-six (26) weeks after the actual birth or adoption date;
- (c) the Employee shall formally apply for Employment Insurance Parental Benefits; and
- (d) an Employee is required to advise Human Resource Services prior to the commencement of new child leave regarding continuation of benefit coverage for the duration of the leave. If the Employee opts to continue benefit coverage with the University during his/her new child leave, s/he must prepay the premiums.

#### **14.06 Witness or Jury Duty**

- (a) An Employee who is required by law to serve jury duty or act as a witness shall be paid the difference between his/her normal regular wage for scheduled hours and the fee received; however, this clause shall not apply to any personal action where the Employee is the plaintiff or defendant.
- (b) The Employee shall submit the document that requires him/her to appear as a witness or juror before receiving payment under this clause.
- (c) The Employee shall work during those working hours that s/he is not required to attend the court proceedings.

#### **14.07 General (excluding clause 14.06)**

- (a) If an Employee decides not to return to work and so advises the Trustholder and Human Resource Services, benefit coverage in clauses 14.03 or 14.04 above will be maintained for the duration of the approved leave.
- (b) A part-time Employee shall be entitled to all special leaves under this article. However, pay for any special leaves shall be prorated in accordance with his/her regularly scheduled hours of work relative to the daily hours of a similar full-time position.

#### **14.08 Employees Twelve (12) months or less**

Except for clause 14.02, this article shall not apply to an Employee who has not been continuously employed for greater than twelve (12) months.

## **ARTICLE 15: PERFORMANCE APPRAISAL AND INCREMENTS**

### **15.01 Performance Appraisal**

The Trustholder or designee shall appraise the performance of an Employee:

- (a) before completion of his/her probationary or trial period; and
- (b) on completion of twelve (12) months and each subsequent twelve (12) month period worked in his/her position.

### **15.02 Rebuttal**

An Employee is entitled to put a rebuttal on his/her official Personnel File to any performance appraisal, provided it is put on the Personnel File within a reasonable time (i.e., twenty (20) working days).

### **15.03 Performance Increments**

- (a) Performance increment(s) are awarded for satisfactory or better performance, upon the recommendation of the Trustholder.
- (b) Subject to Article 29 and clause 15.03(a), performance increment(s) are awarded upon the completion of each performance appraisal period using the grades assigned for his/her present position as set out in Appendices A and B.
- (c) Subject to Article 29 and clause 15.03(a), long service increment(s) may be awarded where an Employee has reached the maximum of the salary range for his/her present position, is eligible, and has not received a performance or long service increment within the previous 36-month period that s/he worked in his/her position. Subject to Article 29 and clause 15.03(a), there shall be a maximum of two (2) long service increments for each base pay grade as set out in Appendices A and B.
- (d) No increment(s) will be awarded for performance that is not satisfactory (see clause 23.06).
- (e) Where an increment is not recommended due to unsatisfactory performance or pursuant to Article 29, the Employee shall be advised in writing by the Trustholder, or designee, of the reasons prior to the completion date of that appraisal period.
- (f) Where an Employee is re-evaluated to a higher grade level within three (3) months of his/her next eligibility date (i.e., anniversary), performance increments shall be effective the date of re-evaluation, subject to clause 15.03(c).

### **15.04 Employees appointed for 12 months or less**

Clause 15.03 shall not apply to Employees appointed for twelve (12) months or less.

## **ARTICLE 16: WORKERS' COMPENSATION**

- 16.01** When an Employee sustains an injury in the course of his/her duties and is eligible for Workers' Compensation, s/he shall be paid that amount necessary to make up the difference in pay between what s/he receives from the Workers' Compensation Board and what s/he would have received had s/he been on leave because of general illness as provided for in Article 13 – Illness and Proof of Illness. Payment under this provision shall be made only for that period of time during which s/he would have received full base pay pursuant to Article 13, but such payments shall not reduce his/her general illness entitlement for that year.



**16.02** An Employee who sustains an injury while in the employ of another employer and who is eligible for Workers' Compensation shall not be covered by the Workers' Compensation Supplement (clause 16.01) and General Illness (clause 13.04) provisions. Such absence shall be considered authorized leave without pay.

**16.03 Employees Twelve (12) months or less**

This article shall not apply to an Employee who has been continuously employed in a position for twelve (12) months or less.

**ARTICLE 17: BENEFITS**

**17.01 Benefit Plans: Full Time Employees**

When a full-time Employee is appointed to a position for greater than twelve (12) months or has been continuously employed for greater than twelve (12) months, his/her Trustholder shall pay one hundred percent (100%) of the premium costs of the following for either single or family coverage:

- (a) Alberta Health Care Plan;
- (b) Supplementary Health Care Plan;
- (c) Dental Insurance Plan;
- (d) Basic Group Life Insurance Plan;
- (e) Long Term Disability (LTD) Plan; and
- (f) Occupational Accidental Death and Dismemberment Insurance Plan.

The details of benefits and eligibility shall be governed by the Master Policy for each plan.

**17.02 Employee Funded Benefit Plans**

An Employee appointed to a position for greater than twelve (12) months or Employees who have been continuously employed in a position for greater than twelve (12) months, may participate in the following plans by paying one hundred percent (100%) of the premium costs:

- (a) Optional Group Life Insurance Plan;
- (b) Optional Group Dependent Life Insurance Plan; and
- (c) Optional Accidental Death and Dismemberment Insurance Plan.

The details of benefits and eligibility shall be governed by the Master Policy for each plan

**17.03 Benefit Plans: Part-Time Employees**

When a part-time Employee is appointed to a position for greater than twelve (12) months or has been continuously employed for greater than twelve (12) months:

- (a) s/he shall be eligible to enroll for either single or family coverage for the following:
  - (1) Alberta Health Care Plan;
  - (2) Supplementary Health Care Plan; and
  - (3) Dental Insurance Plan.

The Employee and his/her Trustholder shall share the cost of the premiums for these plans at the rate of 70% for the Trustholder and 30% for the Employee.

The details of benefits and eligibility shall be governed by the Master Policy for each plan.

- (b) s/he shall have:
  - (1) Long Term Disability Plan; and

(2) Basic Group Life Insurance Plan.

The Employee and his/her Trustholder shall share the cost of the premiums for these plans at the rate of 70% for the Trustholder and 30% for the Employee.

The details of benefits and eligibility shall be governed by the Master Policy for each plan.

(c) s/he shall have Occupational Accidental Death and Dismemberment Insurance Plan.

The Board shall pay 100% of the cost of the premium for the plan.

The details of benefits and eligibility shall be governed by the Master Policy for the plan.

#### **17.04 Employees on LTD**

- (a) When an Employee returns to work, s/he will be returned to the same or similar position provided s/he is medically certified as capable of performing the normal job functions of the position within a twenty-four (24) month period from the date the Employee started receiving LTD benefits.
- (b) Consistent with the rehabilitative employment provisions of the LTD Plan, the University will provide rehabilitative employment wherever possible. An Employee offered such rehabilitative employment shall have an obligation to accept it.
- (c) After the twenty-four (24) month period, the University will consider the likelihood of the Employee being able to return to work within the foreseeable future. If it is unlikely that the Employee will return to work then the University has no mandatory requirement to return the Employee to a position. Subsequently, such Employee will not have the right to grieve dismissal.
- (d) The parties agree that recipients of long term disability insurance benefits shall receive an increase in such benefits equivalent to any negotiated general salary increase and effective on the same date as that of the general salary increase, subject to the monthly maximum of four thousand nine hundred sixty-six dollars (\$4966).

#### **17.05 Benefits Guide and Consultation**

The Board and NASA have, through negotiations, provided various benefit programs for Employees. A Benefits Guide shall be published from time to time by the Board and NASA to provide detailed information about these programs. Insured benefit programs are subject to the contracts between the Board and the carriers, and self-insured programs are subject to the Board's plan documents. Both contracts and plan documents are referred to as the Master Policies in this Agreement. NASA shall, however, be consulted on such contracts and plan documents and changes thereto and on changes of carriers.

#### **17.06 Employment Insurance Rebate**

NASA agrees that the University shall retain the Employees' portion of the Employment Insurance Rebate to be used for benefit purposes.

#### **17.07 Part-time Employees and Full-time Employees Twelve (12) Months or Less**

For Employees appointed to a full-time or part-time position for twelve (12) months or less, or full-time or part-time Employees who have not been continuously employed for greater than twelve (12) months, only clauses 17.01(f) or 17.03(c) and 17.05 shall apply. The Board undertakes to make available a group Alberta Health Care Plan, of which one hundred percent (100%) of the premium cost shall be paid by each participating Employee.

### **ARTICLE 18: UNIVERSITY CREDIT COURSES**

#### **18.01 Full-time Employees**

After one (1) year of continuous employment, on the recommendation of the Trustholder to Human Resource Services, full-time Employees shall have tuition fees remitted for University of Alberta credit courses on the following basis:

- (a) The Board shall remit fees to the extent of three (3) full course equivalents in a calendar year of which no more than two (2) can be taken at one time.
- (b) Remission of fees shall include only instructional fees and will not cover books, supplies and other costs.
- (c) A maximum of one course per academic session may be taken during the Employee's hours of work on the recommendation of the Trustholder to Human Resource Services, and on the mutual understanding that the Employee's job requirements are fully met. Make up time arrangements between the Trustholder and the Employee will be finalized before approval will be granted. An Employee on approved absence during hours of work to attend a course, is not eligible for overtime compensation until the equivalent of working time missed has been made up.
- (d) The request for remission must be initiated by the Employee, recommended by his/her Trustholder, and submitted to Human Resource Services for approval prior to the commencement of the course.
- (e) A separate request for remission must be provided for each academic session in which a full course or its equivalent is to be taken.
- (f) Employees are responsible for registration and providing proof of registration.
- (g) Approval of subsequent courses is contingent upon evidence of completion being submitted to Human Resource Services.

#### **18.02 Part-time Employees**

After one (1) year of continuous employment, on the recommendation of the Trustholder, a part-time Employee shall have the tuition fees remitted for one (1) full course equivalent in a calendar year. Such course shall be taken outside an Employee's normally scheduled hours of work.

#### **18.03 Employees twelve (12) months or less**

For Employees who are appointed to work twelve (12) months or less, this article shall not apply.

#### **18.04 Tuition Fees Payment**

An Employee approved for tuition fees remission is not required to prepay the fees.

**18.05** This article shall also apply to Employees at locations other than Edmonton.

**18.06** This article shall be effective April 1, 1999.

### **ARTICLE 19: HUMAN RESOURCES DEVELOPMENT**

**19.01** All Employees appointed for or employed continuously for greater than twelve (12) months shall have access to the Human Resources Development Fund.

**19.02** The purpose is to allow Employees to take training (including courses, workshops and/or seminars, but excluding University credit courses under Article 18) that will promote the updating or upgrading of their current job-related technical skills; or that will directly assist them in obtaining another position in the future at the University.

- 19.03** As per the intent stated in clause 19.02, the Employee and his/her Trustholder shall discuss the relevance of any training being considered and the Trustholder shall approve the application prior to submission to Human Resource Services who shall administer the funding request. Approval shall not be unreasonably denied.
- 19.04** (a) A full-time Employee shall be entitled to a maximum reimbursement of five hundred dollars (\$500) per fiscal year.
- (b) A part-time Employee shall be entitled to a maximum reimbursement of two hundred and fifty dollars (\$250) per fiscal year.
- (c) Reimbursement shall be for registration and course fees and, where applicable, reasonable out-of-town expenses for travel, meals and accommodation; however, it shall not cover membership fees.
- (d) The Employee shall provide proof of registration.
- (e) The University shall normally pay course fees on behalf of the Employee directly to the institution concerned.
- (f) Subject to mutual agreement between the parties, individual limits for approved training shall be waived for Employees on layoff status or about to be laid off.
- 19.05** There shall be no carry-over of any unused portion of the annual maximum entitlement to a subsequent fiscal year.
- 19.06** No Employee shall have access to the Fund once s/he has left the employ of the University, subject to clauses 19.09 and 19.10.
- 19.07** Where training under this article takes place during the Employee's work hours, his/her Trustholder may grant him/her the necessary time off with pay, provided the training is of mutual benefit to the Employee and the Trustholder.
- 19.08** Where approved training has commenced prior to the effective date of the Employee's resignation or dismissal, the Employee shall not be required to repay to the University any portion of the approved reimbursement.
- 19.09** Where approved training is to commence on or after the effective date of the Employee's resignation or dismissal, the Employee shall either cancel the training or fully repay to the University all monies already paid on his/her behalf. In the former case, the Employee shall be fully responsible for all costs associated with the cancellation.
- 19.10** Where training has been approved and the Employee is then advised that s/he is to be laid off, s/he shall have the right to proceed with the training regardless of its commencement date and the University shall honour all approved reimbursement.
- 19.11** Where an Employee cancels approved training for personal reasons other than resignation, s/he shall be fully responsible for all costs associated with the cancellation.
- 19.12** Where an Employee fails to attend or complete approved training without legitimate reasons, s/he shall be fully responsible for all costs associated with the approved training.

## **ARTICLE 20: REDEPLOYMENT, LAYOFF, NOTICE/RECALL**

### **A. General Provisions**

- 20.01** A Trustholder, or designee, considering a layoff of an Employee should consult with Employee Relations, Human Resource Services.

- 20.02** The Trustholder shall make a reasonable effort to first make adjustments to the terms and conditions of the affected Employee's employment, in the first instance without loss of pay, prior to any consideration of layoff of an Employee.
- 20.03** In the event that an Employee is to be laid off, the Trustholder with assistance from Human Resource Services should, prior to the effective layoff date, make a reasonable effort to find an alternative position or employment for that Employee.
- 20.04** A Trustholder and an affected Employee shall meet to discuss the implications of the proposed layoff. The Trustholder may request a representative of Employee Relations to attend the meeting and the Employee may request a representative of NASA to attend the meeting.
- 20.05** Layoff is, for example, not the reassignment of task, duties, work location or work schedule.
- 20.06** No Employee shall be laid off:
- (a) and subsequently rehired by the same Trustholder solely to prevent him/her from being continuously employed and then entitled to application of this article;
  - (b) solely because of unsatisfactory performance (issues of unsatisfactory performance shall be dealt with pursuant to Article 23 - Discipline); or
  - (c) solely to prevent him/her from having his/her employment extend beyond twelve (12) months and thus be eligible to receive benefits.
- 20.07** No students (including Post Doctoral Fellows) shall perform the regular work of Employees where in doing so such action results in the layoff of an Employee; however, nothing precludes the University from engaging students in legitimate training and learning opportunities.
- 20.08** An affected Employee who makes a claim, under Article 13 - Illness and Proof of Illness subsequent to notice, shall have no extraordinary rights under this article and may expressly authorize a NASA representative to communicate on his/her behalf.
- 20.09** A Trustholder (or designee) shall provide an Employee with as much informal notice as reasonably possible of the effective date of a layoff.

**B. Formal Notice**

- 20.10** (a) Employees who have been continuously employed for greater than twelve (12) months shall receive the following written layoff notice or base pay in lieu of notice:
- (1) Two (2) weeks' notice, if the Employee has more than twelve (12) months and less than two (2) years of continuous employment;
  - (2) Four (4) weeks' notice, if the Employee has two (2) years of continuous employment and less than five (5) years of continuous employment.
  - (3) Two (2) months' notice, if s/he has at least five (5) years of continuous employment but less than ten (10) years of continuous employment; or
  - (4) Three (3) months' notice, if s/he has at least ten (10) years of continuous employment but less than fourteen (14) years of continuous employment; or
  - (5) Five (5) months' notice, if s/he has at least fourteen (14) years of continuous employment but less than eighteen (18) years of continuous employment; or
  - (6) Six (6) months' notice, if s/he has at least eighteen (18) years of continuous employment.

- (b) The effective date of the layoff shall be computed from the date of written layoff notice.
- (c) If an Employee is to receive payment in lieu of notice, an Employee shall be able to choose to receive either a lump sum payment or the continuance of his/her base pay only for the period of notice not worked. There shall be no other term or condition of employment, including benefits, applicable during the continuance period.

If an Employee, subsequent to receipt of pay in lieu of notice, is employed at the University elsewhere, within his/her notice period s/he shall be required to repay an amount calculated on the basis of the following formula:

$$\text{Repayment} = \left[ \begin{array}{l} \text{number of months} \\ \text{times} \\ \text{of payment in lieu} \end{array} \right] \left[ \begin{array}{l} \text{the lesser} \\ \text{base pay} \\ \text{not working at the} \\ \text{University} \end{array} \right] \text{less} \left[ \begin{array}{l} \text{number of months} \\ \text{of the two positions} \end{array} \right]$$

No recalled Employee shall receive remuneration twice for the same period of time.

### **C. Long Term Employees**

- 20.11** A "Long Term Employee" means an Employee continuously employed for greater than five (5) years.
- 20.12** When two or more Employees are performing work in identical positions within the same seniority unit, seniority will be applied (i.e., reverse order of seniority) unless it can be demonstrated that the research will be compromised by this application.
- 20.13** Recall
- (a) Long Term Employees shall be placed on a recall list (separate lists for full-time and part-time Employees) for a period of up to twenty-four (24) months from date of written layoff notice. If a laid off Employee is not recalled within that period s/he shall be deemed terminated and receives no other rights or benefits.
- (b) Trustholders shall consider any Employee on a Recall List prior to filling any general support trust Employee position that is greater than twelve (12) months duration.
- (c) An Employee on layoff status (i.e., given notice of layoff or laid off) shall be recalled in the order of his/her seniority within this Agreement. This shall be subject to being qualified for the job and being able to fulfil the duties, or being qualified and able to fulfil the duties through job familiarization, or with reasonable on-the-job retraining within a training period not to exceed one (1) month. The determination of the above shall be made by the Trustholder.
- (d) A laid off Employee shall forfeit any further rights to recall if s/he declines one (1) offer of recall.
- (e) If an Employee accepts an employment opportunity of twelve (12) months or less, then the Employee shall continue to have recall rights until either; (1) the recall employment opportunity extends beyond twelve months; or (2) the recall period expires, whichever comes first.
- (f) Subject to Article 29, an Employee recalled will be paid as per the appropriate grade for the new position.
- 20.14** Human Resource Services shall establish and maintain the Recall Lists. Full-time Employees shall be recalled to full-time positions and part-time Employees shall be recalled to part-time positions.
- 20.15** Position Disruption Training Benefits

The Board agrees to provide access to the Staff Retraining Fund for Employees laid off.

The Board will provide training assistance in order to enhance the employment opportunities of Employees on the recall list. The onus is on the laid off Employee to submit proposals for specific training to Human Resource Services for approval. Should the Employee's training proposal be denied, the Employee may request a meeting with Human Resource Services and NASA.

When the laid off Employee requests training that is unlikely to enhance reemployment opportunities to the University, and if Human Resource Services approves this training, then the individual shall forego his/her right of recall.

The terms of all training provided shall be subject to mutual agreement between the designated Employee and Human Resource Services.

**D. Exceptions**

- 20.16** For Employees temporarily laid off for less than three (3) months' duration, this article shall not apply except for clauses 20.02 and 20.09.

**ARTICLE 21: POSITION EVALUATION**

**21.01 Trustholder's Right to Determine the Work to be Performed/Job Description**

It is the Trustholder's right to determine the work that is to be performed, the job description, the qualifications and performance expectations/standards relating to the position. If a Trustholder requires assistance s/he shall contact Human Resource Services.

**21.02 Job Documentation**

The Trustholder will strive to provide a Job Description for each position of greater than twelve (12) months duration.

A "Job Description" is that component of the Job Fact Sheet that summarizes the duties of the position and includes the qualifications.

A "Job Fact Sheet" is the document used by the University for the purposes of formal position evaluation.

**21.03 Initial Position Evaluation Process**

- (a) Positions shall be evaluated in accordance with the University of Alberta's Job Evaluation Plan. The parties agree that the application of this article and Article 22 does not obligate the Board or any Trustholder to take immediate action to have all general support trust positions evaluated; however, the parties agree that Trustholders will attempt to have new positions evaluated and provide a copy of the job description to the Employee.
- (b) Requests for position evaluation are to be submitted in writing to Human Resource Services. Position evaluation is initially determined on the basis of the Job Description and an initial base pay grade level and job family allocation will be assigned by Human Resource Services. Human Resource Services will provide copies of these job descriptions to NASA along with the assigned grade level and job family allocation.

**21.04 Formal Position Documentation**

Every effort will be made to ensure that Job Fact Sheets are written jointly by the Trustholder and the Employee (if the position has an incumbent), and upon completion signed by each. If any difficulties arise in completing the Job Fact Sheet or in agreeing on its contents, the Employee or Trustholder may request the assistance of Human Resource Services or NASA to mediate and resolve the difficulties. Failing agreement, the Trustholder and Human Resource Services will determine the appropriate content of the Job Fact Sheet.

### **21.05 Formal Position Evaluation Process**

- (a) A position initially evaluated may be subsequently formally evaluated if requested by the Trustholder or Employee.
- (b) Human Resource Services shall acknowledge receipt of a formal evaluation request to the Trustholder and Employee (if the position has an incumbent) within ten (10) working days, and provide a time for the completion of the evaluation/audit. A request for formal evaluation must be accompanied by a current Job Fact Sheet.

Human Resource Services will formally review the Job Fact Sheet, evaluate the position and communicate the results to the Trustholder, the Employee and NASA.

- (c) Unless a position has significantly changed, Human Resource Services shall not re-evaluate a position if a formal position evaluation and/or appeal has been concluded within the preceding twelve months.

### **21.06 Requests By Employees for A Formal Position Evaluation Review**

An Employee may initiate a formal review of his/her position after its initial evaluation in writing to the Trustholder, commencing with the process described under clause 21.05.

The effective date of the position evaluation and, if any, change to his/her performance review date shall normally be the date the Employee and Trustholder signed off the Job Fact Sheet.

### **21.07 Requests By Trustholders for a Formal Position Evaluation Review**

A Trustholder may initiate a review of a job description or its evaluation, commencing with the process described under clause 21.05. The effective date of the position evaluation and, if any, change to the incumbent's performance review date shall normally be no earlier than the date of receipt of all required documentation by Human Resource Services.

### **21.08 Appeals**

An Employee or Trustholder may appeal a formal position evaluation in accordance with this article. Such an appeal shall not be considered a grievance under Article 26 – Dispute Resolution Process, of this Agreement.

### **21.09 Re-evaluation to a Higher Grade**

- (a) When a position is re-evaluated to a higher grade, the Employee shall be entitled to a pay increase. The new base pay shall be at the step closest to, but not less than, one (1) full increment above his/her current base pay or the minimum rate for the new grade level, whichever is greater.
- (b) The effective date of a re-evaluation shall be as per clauses 21.06 or 21.07 and 15.03(f) as the case may be.

### **21.10 Re-evaluation to a Lower Grade**

- (a) When a position is re-evaluated to a lower grade, the Employee's base pay shall remain unchanged. If his/her base pay is below the maximum long service increment for the re-evaluated job, s/he shall continue to be eligible to receive performance increments subject to clauses 15.03 (b), (c) and (d).
- (b) If his/her base pay is at or above the maximum long service increment for the re-evaluated position, the base pay will remain unchanged or "red-circled". The Employee shall not be eligible for increments until such time as his/her base pay falls within the salary range of the grade of the re-evaluated position.



## **ARTICLE 22: POSITION EVALUATION APPEALS**

### **22.01 Purpose**

The purpose of the Position Evaluation Appeals process is to provide a method of resolving appeals relating to the formal position evaluation and/or the allocation of positions to job families under Article 21. It is not the intent of the Appeals process to address minor changes to job duties or concerns relating to the content of a Job Description or a Job Fact Sheet. An appeal may be submitted where an Employee or Trustholder believes a formal position evaluation does not reflect current position duties or the allocation of a position to a job family is in question.

### **22.02 Position Evaluation Appeals Procedure**

Appeals by an Employee or Trustholder shall be initiated in writing within sixty (60) days from the date of the most recent formal position evaluation. Appeals shall be submitted to the Director, ER & ES, with copies to the Trustholder and Employee. The written appeal shall include the reasons for the appeal and any supporting information. The Director, ER & ES (or designee) shall, within twenty (20) days from the date of submission of the appeal, reply in writing to the appellant. The reply shall state either (1) the reasons for success or failure of the appeal, or (2) the name of the position analyst with whom the appellant is to meet on the matter.

The position analyst shall tender a report within sixty (60) days of receipt of the appeal. The report shall be submitted to the Director, ER & ES. Within five (5) days of receipt of the position analyst's report, the Director, ER & ES shall write to the parties to the appeal, stating the reasons for the success or failure of the appeal.

### **22.03 Advancement of Appeals**

Where the appellant is dissatisfied with the response of the Director, ER & ES, the appellant shall, within twenty (20) days of the written reply file a written appeal to the Chairperson of the Job Evaluation Appeals Committee (JEAC). The appeal must include: (1) the original documentation submitted under clause 22.02, and (2) the response by the Director, ER & ES, and (3) any additional information the appellant may wish to provide. The appellant shall provide copies of the notice of appeal and any additional information submitted under clause 22.03 to the Director, ER & ES. If the Employee chooses, the Employee may request the assistance of a representative of NASA.

### **22.04 Modification of Time Limits**

The time limits fixed in this article may be altered by mutual consent in writing of:

- (a) the appellant and the Director, ER & ES, in the case of clause 22.02; or
- (b) the appellant or Human Resource Services and the Chairperson, JEAC, in the case of clause 22.03.

Such consent shall not be unreasonably withheld.

### **22.05 Subsequent Appeals**

Where the JEAC has heard an appeal under clause 22.03, the Committee may refuse to accept another appeal of an evaluation or job family allocation for the same position within one year from the date of the Committee's original decision.

## **ARTICLE 23: DISCIPLINE**

**23.01** The Board follows a progressive process of discipline that may lead to demotion or dismissal. The Board [or a Trustholder (or designee) acting as an agent of the Board] may discipline, demote or dismiss an Employee for just cause.

**23.02 Relief of Duty with Pay (a non-disciplinary action)**

An Employee may be relieved of duty with pay in certain circumstances. For example, if an issue has arisen requiring an investigation that may lead to discipline, and the attendance of the Employee at work would hinder the investigation, then relief of duty with pay may be an appropriate action. Relief of duty with pay (i.e., suspension with pay) is a non-disciplinary action.

### **23.03 Verbal Warnings or Letters of Counselling (a non-disciplinary action)**

A Trustholder may provide a verbal warning or a letter of counselling to an Employee. Generally, the purpose of the verbal warning or letter of counselling is to cause an improvement in performance or to correct an inappropriate behaviour. Typically a verbal warning or letter of counselling is a non-disciplinary action.

### **23.04 Trustholder Considering Discipline**

A Trustholder considering discipline (e.g., written reprimand, suspension without pay, dismissal or demotion) of an Employee shall consult with Employee Relations.

**23.05** Disciplinary action and any subsequent disciplinary response should be timely.

**23.06** Notwithstanding the performance appraisal process (see Article 15 – Performance Appraisal), disciplinary action that includes increment withholding may also be taken for unsatisfactory performance. Performance appraisals, counselling letters or reports, etc., can be used as supporting documents for any disciplinary action being taken.

### **23.07 Investigation Interview**

If a Trustholder is considering imposing Level Two or Level Three discipline (see clauses 23.14 and 23.15) a formal investigation interview into a matter may be necessary to ascertain all the relevant facts available prior to making any final disciplinary determination. Therefore, if an Employee is required to attend an investigation interview and it could potentially result in subsequent disciplinary action being taken against that Employee, s/he will be entitled to have a Workplace Rep or Designated Official of NASA in attendance and the Trustholder shall inform the Employee of this right.

### **23.08 Employee Waiver**

An Employee has the right to have a NASA representative present during any investigation interview or disciplinary meeting. However, an Employee may waive his/her right to representation by signing the waiver form (see Appendix 'G'). A copy of the signed waiver form shall be sent to and kept by Employee Relations. An Employee may repeal his/her waiver, in writing, at anytime during the discipline process.

**23.09** An Employee notified of an investigation interview or a formal disciplinary meeting cannot make a subsequent claim under Illness & Proof of Illness - Article 13 and receive any extraordinary rights under this Agreement.

### **23.10 Progressive Discipline (see attached Appendix 'K' for further information)**

In the event of discipline, the progressive discipline process will generally follow the process outlined below (although the particular circumstances of the case may necessitate deviation).

### **23.11 Disciplinary Meeting**

A Trustholder who has made a determination that an Employee shall be disciplined (see Discipline Levels below) shall notify the Employee that a meeting will be convened specifically for that purpose.

### **23.12 Level One Discipline: Written Reprimand**

Where a written reprimand is submitted to an Employee it shall be written by the Trustholder, or his/her designee, with a copy to Employee Relations. The Employee may rebut the written reprimand by writing to the Trustholder, with a copy to Employee Relations. The Employee shall also have the right to apply Article 26 - Dispute Resolution Process, following the receipt of the written reprimand.

**23.13 Level Two or Level Three Discipline Process**

- (a) The Trustholder and Employee Relations will, prior to a formal disciplinary meeting being convened in clauses 23.14 or 23.15 below, discuss the proposed action with the Workplace Rep or Designated Official of NASA prior to taking any disciplinary action.
- (b) The Trustholder shall provide written verification of disciplinary action being taken, with copies provided to Employee Relations and to NASA (provided the Employee has not waived their right as per clause 23.08).

**23.14 Level Two Discipline: Suspension Without Pay**

Where a suspension without pay is given to an Employee, the particulars including reasons, time and length of the suspension, shall be provided in writing by the Trustholder or his/her designee to the Employee with a copy to Employee Relations. The Employee may rebut the letter by writing to the Trustholder, with a copy to Employee Relations. The Employee shall also have the right to apply Article 26 - Dispute Resolution Process, following the receipt of the suspension without pay.

**23.15 Level Three Discipline: Demotion or Dismissal**

Where a demotion or dismissal is given to an Employee, the particulars shall be provided to the Employee in writing by the Trustholder, or his/her designee, with a copy to Employee Relations. The Employee shall have the right to apply Article 26 - Dispute Resolution Process, following the receipt of the demotion or dismissal.

**23.16 Notification If Employee Unavailable For Disciplinary Meeting**

If the Employee is unavailable, notification of demotion or dismissal shall be deemed to have been given if personally delivered or mailed by prepaid registered mail. Where notice is mailed, it is deemed to have been received within five (5) days of the date of mailing.

**23.17 Employee Review of Personnel File**

Upon request in writing by the Employee, s/he shall be entitled to examine the contents of his/her personnel file in Human Resource Services during regular hours of work. Upon written request by the Employee, adverse reports and letters of reprimand more than three (3) years old shall be cleared from the Employee's personnel file if no further adverse reports or letters of reprimand have been submitted. The Employee is entitled to put a rebuttal on his/her personnel file to any adverse reports or letters of reprimand etc. provided it is put on the personnel file within a reasonable time of the Employee becoming aware of same.

**ARTICLE 24: RESIGNATION****24.01 Notice of Resignation**

- (a) After completion of the probationary period, an Employee shall provide the Trustholder with ten (10) working days notice of resignation not including earned but unused vacation or compensating time off.
- (b) If an Employee fails to provide adequate notice of resignation, a statement to this effect will be placed in the Employee's personnel file.

**ARTICLE 25: POSITION ABANDONMENT**

- 25.01** An Employee absent from employment without permission and without informing the Trustholder shall, after three (3) consecutive work-days of such unauthorized absence, be considered to have abandoned his/her position and will be deemed to have resigned. The deemed resignation will be rescinded if the Employee demonstrates circumstances beyond his/her control prevented him/her from reporting to his/her place of work and from contacting his/her Trustholder or designee.

## **ARTICLE 26: DISPUTE RESOLUTION PROCESS**

### **26.00 General Principles**

(a) Recognition

The Board and NASA will work together to foster a collegial and productive workplace. Both parties recognize their collective duties and responsibilities in these matters.

The Board and NASA expect that trust support Employees and Trustholders will work together to foster this collegial and productive workplace and, in the first instance, resolve any difference(s) at the workplace. Working together requires a commitment to frequent and open communications and joint problem-solving on matters affecting this Agreement and/or the Union-Management relationship.

The purpose of the Dispute Resolution Process is to resolve problems, complaints and grievances, between NASA and the Board, in a timely and effective fashion, and to maintain harmonious working relations.

(b) Disclosure

The parties shall disclose all information/documentation concerning the difference at the earliest possible opportunity.

(c) Employee's Right to Representation

An Employee's right to representation by NASA is recognized as identified in this article, and shall not be bypassed in this Dispute Resolution Process.

An Employee may choose to waive the 'right to representation' and to having a representative present at any meeting. The waiver shall be in writing and signed by the Employee. NASA and the Board agree to the waiver format as identified in Appendix 'G'. A copy of any waiver shall be forwarded to and kept by Employee Relations, Human Resource Services. An Employee may revoke, in writing, this waiver at anytime in the Dispute Resolution Process.

(d) Discrimination and Harassment Resolution

In matters primarily alleging discrimination and/or harassment, the University of Alberta Policy on Discrimination and Harassment will apply. Failing satisfactory resolution through that Policy's guidelines, the Employee may initiate a grievance at Step 2 of the Dispute Resolution Process. If there is a dispute as to the appropriate route for resolution, the parties shall meet to resolve it.

(N.B. See Appendix 'D', Interim Procedure – Article 27A – Dispute Resolution Process.)

(e) Grievance Application

It is the intent of the parties that only one grievance type be dealt with on a particular matter and that grievance be grieved under the appropriate defined grievance type. However, circumstances may arise where one or more individual grievances may more appropriately be addressed as a group or policy grievance, or vice-versa. The parties shall attempt to reach mutual agreement on the appropriate means of processing such grievances.

Where a group or policy grievance is subsequently initiated, all related individual grievances may be placed in abeyance pending the final resolution of the group or policy grievance.

(f) Written Grievance Information

A formal written grievance shall include the following information:

- (i) the date of the grievance;
- (ii) the nature, type and details of the grievance;
- (iii) where applicable, the name(s) of the grievor(s);
- (iv) the remedy sought;
- (v) the article, or paragraph(s) of this Agreement allegedly violated or the alleged occurrence said to have caused such grievance; and
- (vi) signature(s) of the Employee(s) and the Designated Official of NASA.

**26.01 Definition of Grievance Types**

(a) Individual Grievance

An individual grievance shall be defined as any difference arising out of the interpretation, application, operation, administration, or alleged violation of this Agreement, and including any dispute as to whether the difference is arbitrable.

If the individual grievance is discipline or termination related (e.g., dismissal, layoff), such grievance shall be initiated under Step 2 of the Grievance Procedure and as such bypasses the early dispute resolution steps. Failing settlement of a discipline or termination grievance, it shall proceed under Path B.

(b) Group Grievance

A group grievance shall be defined as any difference arising out of the interpretation, application, operation, administration, or alleged violation of this Agreement, and including any dispute as to whether the difference is arbitrable, concerning more than one (1) Employee with the same Trustholder.

(c) Policy Grievance

A policy grievance shall be defined as any difference arising out of the interpretation, application, operation, administration, or any contravention or alleged contravention of this Agreement, and affecting either party or more than one Employee of more than one Trustholder.

**26.02 Resolution of an Individual or Group Grievance**

(a) Problem Solving Procedure

When problems arise they will be addressed in a timely fashion, to restore a harmonious workplace. Employee(s) who have a problem shall first advise his/her Trustholder of the existence of the problem. The Employee and the Trustholder shall make every possible effort to problem-solve the matter by informal discussion. The Trustholder will communicate a decision within five (5) working days of presentation of the problem. (If the problem is not satisfactorily resolved, an Employee must file a grievance within ten (10) days of the occurrence of the time the Employee should reasonably have become aware of the action or matter giving rise to the difference.)

(b) Step 1 Grievance

Failing settlement of the problem, the Employee(s) together with NASA may formalize the grievance in a formal written grievance, within five (5) days of receipt of the above written response from the Trustholder. The Employee and NASA shall submit the grievance to the Chairperson (or the next level of supervision if the Chairperson is the Trustholder). The Chairperson (or designee) shall meet

with the Employee(s), the Workplace Rep, the appropriate representatives from the Employee(s) Department, and shall attempt to resolve the Employee's grievance. A representative of Human Resource Services and NASA may attend any such meeting to assist in the facilitation of the resolution of the grievance. After thorough investigation, the Chairperson (or designee) shall provide a written response to the Employee(s), the Trustholder, NASA and Human Resource Services within fifteen (15) days of receipt of the formal grievance.

(c) Step 2 Grievance

Failing settlement at Step 1 (or failing satisfactory resolution through the University of Alberta Policy on Harassment and Discrimination), NASA after full discussion with the Employee may, within ten (10) days of receipt of the Step 1 response (or notification of failure to resolve satisfactorily the complaint through the University of Alberta Policy on Harassment and Discrimination), submit the grievance to the Director, ER & ES, with a copy to the Trustholder, at Step 2 of the Grievance Procedure. The Director, ER & ES, (or designee), shall convene a meeting within fifteen (15) days for the Employee(s) and parties to present relevant information to resolve the matter. The Director, ER & ES, or designee, shall provide a written response within fifteen (15) days of the meeting.

For the purposes of Step 2, the designee shall be a senior administrative level representative (e.g., Vice-President, Associate Vice-President, Dean, Associate Dean, Director), who has not been previously involved in the issue(s) giving rise to the grievance.

(d) Step 3 - Submission to Dispute Resolution

The grievance may be referred by NASA, after full discussion with the Employee(s), to Step 3 of the Dispute Resolution Process within ten (10) days of the receipt of the written response from the Director, ER & ES or designee.

### **26.03 Resolution of a Policy or Individual Termination Grievance**

The aggrieved party shall submit a grievance, in writing, to the other party, signed by the Designated Official of NASA, or the AVP (HRS), or designee, as the case may be.

(a) Problem Solving Procedure

When problems arise they will be addressed in a timely fashion, to restore a harmonious workplace. The party receiving the written policy grievance shall, in consultation with the Senior Advisor, Employee Relations (or designee), and the Designated Official of NASA (or designee) within fifteen (15) days of receipt, meet with the appropriate parties in an attempt to resolve the matter. The party receiving the grievance shall reply in writing within ten (10) days of the meeting. Such policy grievance shall be submitted within twenty (20) days after the occurrence of the matter that is the subject of the grievance.

(b) Step 2 Grievance

If the aggrieved party is not satisfied that its grievance has been satisfactorily resolved by the party receiving the grievance it shall, within ten (10) days of receipt of the response to the grievance, refer the matter to the Director, ER & ES, or designee, or the Designated Official of NASA, as the case may be, to resolve the matter. The Director, ER & ES or designee, or the Designated Official of NASA, as the case may be, shall meet with the parties, conduct an investigation and provide a written response within thirty (30) days of receipt of the aggrieved party's advice to proceed to Step 2.

For the purposes of Step 2, the Board's designee shall be a senior administrative representative who has not been previously involved in the issues giving rise to the grievance.

(c) Step 3 - Submission to Dispute Resolution

The grievance may be referred to Step 3 of the Dispute Resolution Process within fifteen (15) days of receipt of the written response from the Director, ER & ES, or designee.





## 26.04 Dispute Resolution Procedure (Step 3)

The parties mutually agree that all matters not resolved above shall be referred to Step 3 for resolution under the following dispute resolution paths:

### (A) Path A - Individual and Group Grievances

#### (a) Mediation

All individual or group grievances, except termination related grievances (e.g., dismissal, layoff) and discrimination and/or harassment grievances, shall be referred to a mediation/arbitration process unless the parties (i.e., NASA and the Board) mutually agree to a different alternative dispute resolution path (e.g., sole Arbitrator, panel arbitration).

The parties shall mutually agree to a single person to act as a Mediator/Arbitrator in the first instance to assist in the resolution of the dispute. Failing mutual agreement, the parties shall select the Mediator/Arbitrator by use of the random roster procedure outlined below.

The Mediator/Arbitrator shall assist the parties in mediating a resolution to the grievance within thirty (30) days of confirmation of appointment.

The Mediator/Arbitrator shall be confined to the issue in dispute.

In an effort to achieve resolution, all mediation discussions shall be held on a without prejudice basis with regard to any subsequent arbitration proceeding. Any mediation resolution shall be on a with/without prejudice basis as mutually agreed to between the Board and NASA.

If the Mediator/Arbitrator or one of the parties believe that the hearing of the case by the Mediator/Arbitrator, acting as an Arbitrator, may demonstrably affect or prejudice their ability to render an effective resolution, then the Mediator/Arbitrator or the respective party, as the case may be, may initiate the appointment of a different Mediator/Arbitrator, from the roster, to arbitrate the case.

If the Mediator/Arbitrator is unsuccessful in facilitating resolution of the grievance, the Mediator/Arbitrator may render an arbitration decision. When a Mediator/Arbitrator cannot assist in mediating a resolution to the grievance, the parties shall agree, in writing, that the Mediator/Arbitrator shall act as a single Arbitrator to hear the case.

The following conditions shall apply to the powers of the Mediator/Arbitrator under this dispute resolution path. The Mediator/Arbitrator may:

- (i) require the production of documents deemed relevant to the grievance;
- (ii) examine any witnesses deemed relevant to the grievance; and/or
- (iii) assist the parties in mediating a resolution of the grievance.

The parties shall equally share the costs of the fees and expenses of the Mediator/Arbitrator.

#### (b) Arbitration

The Mediator/Arbitrator shall have the responsibility to:

- (i) arbitrate the matter should the mediation process not provide a resolution. Such arbitration decision shall be final and binding upon the parties and upon any Employee affected by the decision;

- (ii) determine his/her own procedure and shall give full opportunity to the parties to present evidence and to be heard;
- (iii) hear and determine the merits of the grievance and shall issue an award in writing to the parties within thirty (30) days of the conclusion of the hearing;
- (iv) provide a brief memorandum of his/her decision (i.e., no longer than 20 pages);
- (v) shall not change, amend, alter or modify any of the terms of this Agreement; and
- (vi) determine whether a particular matter is arbitrable under this Agreement, the question of jurisdiction shall be determined by the Mediator/Arbitrator, as the case may be.

Each party shall bear the expenses and costs of their respective presentation and the parties shall equally share the expenses of the Mediator/Arbitrator.

In the event that the Mediator/Arbitrator deals with a matter relating to disciplinary action, then the Mediator/Arbitrator has the authority to reinstate an Employee with or without compensation for wages and/or benefits or make any other award s/he may deem just and reasonable that would be consistent with the terms of the Agreement.

(c) Representation to Mediator/Arbitrator

The parties mutually agree to the following principles:

- (i) the parties shall agree upon the location of the hearings;
- (ii) the parties shall each prepare and submit to the Mediator/Arbitrator a maximum of a six (6) page summary of the issues in dispute, facts, evidence, merits, and proposed resolution, if any;
- (iii) the parties may make oral submissions to a maximum of one (1) hour;
- (iv) the parties may call witnesses to testify before the Mediator/Arbitrator;
- (v) the parties will make every effort not to rely upon legal/procedural objections and the parties agree to make limited use of labour law jurisprudence/authorities during oral submissions, although neither party is precluded from presenting any issue that it feels warrants review/consideration by the Mediator/Arbitrator;
- (vi) the parties agree to restrict the use of the legal representatives by utilizing in-house NASA staff or Human Resource Services Employees, as the case may be, in the presentation of the case; and
- (vii) the parties will make every effort to expedite the scheduling of the hearing of each case.

(d) Selection of the Mediator/Arbitrator

The parties mutually agree to the following procedure for selection of the Mediator/Arbitrator:

- (i) to an approved roster of Mediators/Arbitrators that shall be reviewed by the parties annually;
- (ii) that selection of the Mediator/Arbitrator, from the roster, for any particular case shall be random unless otherwise mutually agreed upon; and
- (iii) the parties agree that the role of the Mediator/Arbitrator is to attempt to resolve the difference/grievance or, if necessary, provide a decision; the Mediator/Arbitrator should not seek a compromise unless such compromise is warranted.

(B) Path B - Policy and Individual Termination Grievances

All policy, individual termination related grievances and discrimination and/or harassment grievances shall be referred to an arbitration process unless the parties (i.e., NASA and the Board) mutually agree to a different dispute resolution path (e.g., mediation/arbitration).

If the Board or NASA request that a matter be submitted to arbitration, it shall make such request in writing addressed to the other party and at the same time state their nominee. Within fifteen (15) days thereafter, the other party shall nominate a nominee, provided however, that if such party fails to nominate a nominee as herein required, the Labour Relations Board for the Province of Alberta shall have power to effect such appointment upon application thereto by the party invoking the arbitration procedure. The two nominees shall attempt to select by agreement a Chairperson of the Board of Arbitration within fifteen (15) days. If they are unable to agree upon such a Board Chairperson, either may notify his/her principals that they require appointment of the Board Chairperson by random selection from the approved roster.

However, the parties hereto may select one (1) person to act as a sole Arbitrator to whom any such grievance may be submitted for arbitration and such person shall have the same powers and be subject to the same restriction as a board of arbitration appointed under this Agreement.

No person may be appointed as an Arbitrator who has been involved in an attempt to negotiate or settle the grievance.

The Board of Arbitration shall not be authorized to make any decision inconsistent with the provision of this Agreement, nor to alter, modify, add to or amend any part of this Agreement. The jurisdiction of the Board of Arbitration shall be confined to the issue in dispute. The decision shall be unanimous or one reached by a majority of the members of the Board of Arbitration; provided, however, that if there is no majority decision of the Board of Arbitration then the decision of the Board Chairperson shall constitute the final binding decision of the Board of Arbitration.

If any dispute arises between the parties as to whether a particular matter is adjudicable under this article, the question of jurisdiction shall be determined by the Board of Arbitration or sole Arbitrator as the case may be.

In the event that a Board of Arbitration deals with a matter relating to termination, then the board has the authority to reinstate an Employee with or without compensation for wages and any other benefits lost, or to make any other award it may deem just and reasonable which would be consistent with the terms of the Agreement.

Each of the parties hereto will bear the expense of their nominee and the parties will jointly bear the expense, if any, of the Chairperson of the Board of Arbitration.

The party initiating arbitration shall be responsible for informing any third party likely to be adversely affected:

- (i) of the time and place of the sitting of the Board of Arbitration;
- (ii) of the matter to be placed before the Board of Arbitration; and
- (iii) of the right of that third party to be present and represented.

The initiating party shall provide a copy of said notice(s) to the party responding to the grievance.

#### **26.05 Grievance Replies**

All grievances shall have replies in writing stating reasons for the decision with copies to the Employee(s), NASA, affected Trustholder or Chairperson and Employee Relations, Human Resource Services.

#### **26.06 Time Limits**

Any of the aforementioned time limits may be extended or placed in abeyance upon mutual agreement in writing of the parties. All of the aforementioned time limits referred to in this procedure shall be exclusive of Saturdays, Sundays, paid holidays or official University-wide days off.

In the event that the initiating party fails to comply with the time limits herein, the grievance shall be deemed to be at an end.

Notwithstanding any of the provisions in this article, the initiating party may discontinue the grievance at any stage, in writing, and, therefore, such shall be deemed wholly at an end.

**26.07 Designated Official of NASA**

For the purpose of this article, NASA shall annually notify Employee Relations of the name of the individual who is the "Designated Official of NASA" and shall notify Employees Relations as and when amended.

**ARTICLE 27: SEXUAL HARASSMENT**

**27.01** Note: This article is under development pending tripartite discussions. In the interim, see Appendix D: Interim Procedure – Article 27A Dispute Resolution Process.

**ARTICLE 28: SALARIES**

**28.01** Subject to Article 29, an Employee shall be paid in accordance with the grade assigned to his/her position.

**28.02** Subject to Article 29, when there is a negotiated increase of the grades of base pay in Appendices A or B, Employees shall be paid on the new higher grades of base pay.

**28.03** Subject to Article 29, when an Employee is promoted, his/her new base pay shall be within the range of the higher grade for his/her position. The new base pay shall be placed on the step closest to, but no less than, one (1) full increment above his/her current pay.

**28.04** The University shall annually provide NASA with the number of Employees paid above and below the grade assigned to their position.

**ARTICLE 29: EXCEPTIONS TO TERMS AND CONDITIONS OF EMPLOYMENT**

**29.00** Notwithstanding any term or condition of employment, the provisions of this article may be applied.

**29.01** If a Trustholder determines an inability to meet any term or condition of employment pursuant to this Agreement, then:

- (a) as soon as possible, the Trustholder shall notify Employee Relations, Human Resource Services and provide the following particulars:
  - (1) what special term(s) and condition(s) are requested;
  - (2) when the term(s) or condition(s) are expected to commence;
  - (3) how long the term(s) or condition(s) are expected to be required; and
  - (4) what alternatives have been considered;
- (b) Employee Relations and the Trustholder shall jointly review the request;
- (c) Employee Relations shall notify NASA of the request, providing the particulars, with a stated reasonable response time;
- (d) NASA shall review the particulars and respond within the stated response time or, if unable to respond within the stated response time, then NASA and Employee Relations will mutually agree upon a new response time; and
- (e) NASA and Employee Relations (and, if needed, the Trustholder) shall discuss the request and reach written agreement; or
- (f) failing agreement, the parties shall continue to discuss bona fide alternatives and in the interim the provisional terms and conditions of employment may commence; and

- (g) if NASA subsequently determines an agreement cannot be reached, NASA shall notify Employee Relations and appropriate action will be taken.

**29.02** If a Trustholder will be exceeding any term or condition of employment pursuant to this Agreement, then:

- (a) as soon as possible, the Trustholder shall notify Employee Relations, Human Resource Services and indicate the particulars for such determination including providing the specific duration required;
- (b) Employee Relations and the Trustholder shall jointly review; and
- (c) Employee Relations shall notify NASA including the particulars.

**29.03** The parties agree that the provisions of this article shall be applied in a timely fashion.

SIGNED this \_\_\_\_\_ day of \_\_\_\_\_, 1999, in Edmonton, Alberta.

On behalf of the  
Non-Academic Staff Association

On behalf of the Governors  
of the University of Alberta

## APPENDIX A

### WHITE GRADE HOURLY RATE EFFECTIVE APRIL 1, 1998

### LONG SERVICE INCREMENTS

	1		2		3		4		5		6		7		8		9	
1	8.82	8.99	9.16	9.32	9.48	9.64	9.80	9.98	10.15	10.33	10.51	10.70	10.88	11.26	11.66			
2	9.54	9.70	9.86	10.05	10.23	10.42	10.60	10.78	10.95	11.15	11.34	11.55	11.75	12.15	12.57			
3	10.47	10.66	10.84	11.04	11.23	11.43	11.62	11.83	12.04	12.25	12.45	12.68	12.90	13.35	13.83			
4	11.42	11.63	11.83	12.04	12.24	12.46	12.68	12.90	13.11	13.35	13.59	13.84	14.08	14.56	15.08			
5	12.47	12.71	12.94	13.17	13.40	13.65	13.89	14.15	14.40	14.66	14.91	15.18	15.45	16.01	16.60			
6	13.65	13.91	14.16	14.43	14.69	14.97	15.24	15.53	15.82	16.12	16.41	16.71	17.01	17.66	18.30			
7	14.86	15.15	15.43	15.73	16.02	16.34	16.65	16.97	17.28	17.62	17.95	18.29	18.63	19.35	20.08			
8	16.07	16.39	16.71	17.03	17.35	17.69	18.02	18.39	18.75	19.11	19.47	19.86	20.25	21.04	21.84			
9	17.38	17.72	18.06	18.44	18.82	19.20	19.57	19.96	20.35	20.77	21.19	21.62	22.04	22.91	23.83			
10	18.72	19.10	19.48	19.90	20.31	20.73	21.14	21.58	22.01	22.47	22.92	23.40	23.87	24.86	25.88			
11	20.05	20.48	20.91	21.35	21.79	22.26	22.72	23.20	23.67	24.17	24.67	25.20	25.73	26.81	27.92			
12	21.36	21.83	22.29	22.78	23.27	23.78	24.28	24.80	25.32	25.88	26.43	27.00	27.57	28.74	29.98			
13	23.55	24.07	24.58	25.13	25.68	26.26	26.84	27.44	28.03	28.65	29.26	29.91	30.55	31.90	33.32			
14	25.54	26.12	26.69	27.31	27.92	28.56	29.20	29.86	30.52	31.22	31.91	32.64	33.37	34.86	36.42			
15	27.60	28.25	28.90	29.57	30.24	30.95	31.65	32.39	33.12	33.90	34.67	35.48	36.28	37.94	39.69			

### WHITE GRADE 35 HOURS MONTHLY RATE EFFECTIVE APRIL 1, 1998

### LONG SERVICE INCREMENTS

	1		2		3		4		5		6		7		8		9	
1	1338	1363	1389	1414	1438	1462	1486	1514	1539	1567	1594	1623	1650	1708	1768			
2	1447	1471	1495	1524	1552	1580	1608	1635	1661	1691	1720	1752	1782	1843	1906			
3	1588	1617	1644	1674	1703	1734	1762	1794	1826	1858	1888	1923	1957	2025	2098			
4	1732	1764	1794	1826	1856	1890	1923	1957	1988	2025	2061	2099	2135	2208	2287			
5	1891	1928	1963	1997	2032	2070	2107	2146	2184	2223	2261	2302	2343	2428	2518			
6	2070	2110	2148	2189	2228	2270	2311	2355	2399	2445	2489	2534	2580	2678	2776			
7	2254	2298	2340	2386	2430	2478	2525	2574	2621	2672	2722	2774	2826	2935	3045			
8	2437	2486	2534	2583	2631	2683	2733	2789	2844	2898	2953	3012	3071	3191	3312			
9	2636	2688	2739	2797	2854	2912	2968	3027	3086	3150	3214	3279	3343	3475	3614			
10	2839	2897	2954	3018	3080	3144	3206	3273	3338	3408	3476	3549	3620	3770	3925			
11	3041	3106	3171	3238	3305	3376	3446	3519	3590	3666	3742	3822	3902	4066	4235			
12	3240	3311	3381	3455	3529	3607	3682	3761	3840	3925	4009	4095	4181	4359	4547			
13	3572	3651	3728	3811	3895	3983	4071	4162	4251	4345	4438	4536	4633	4838	5054			
14	3874	3962	4048	4142	4235	4332	4429	4529	4629	4735	4840	4950	5061	5287	5524			
15	4186	4285	4383	4485	4586	4694	4800	4912	5023	5142	5258	5381	5502	5754	6020			

## APPENDIX A cont.

## WHITE GRADE 37.5 HOURS MONTHLY RATE EFFECTIVE APRIL 1, 1998

LONG SERVICE  
INCREMENTS

	1	2	3	4	5	6	7	8	9						
1	1433	1461	1489	1515	1541	1567	1593	1622	1649	1679	1708	1739	1768	1830	1895
2	1550	1576	1602	1633	1662	1693	1723	1752	1779	1812	1843	1877	1909	1974	2043
3	1701	1732	1762	1794	1825	1857	1888	1922	1957	1991	2023	2061	2096	2169	2247
4	1856	1890	1922	1957	1989	2025	2061	2096	2130	2169	2208	2249	2288	2366	2451
5	2026	2065	2103	2140	2178	2218	2257	2299	2340	2382	2423	2467	2511	2602	2698
6	2218	2260	2301	2345	2387	2433	2477	2524	2571	2620	2667	2715	2764	2870	2974
7	2415	2462	2507	2556	2603	2655	2706	2758	2808	2863	2917	2972	3027	3144	3263
8	2611	2663	2715	2767	2819	2875	2928	2988	3047	3105	3164	3227	3291	3419	3549
9	2824	2880	2935	2997	3058	3120	3180	3244	3307	3375	3443	3513	3582	3723	3872
10	3042	3104	3166	3234	3300	3369	3435	3507	3577	3651	3725	3803	3879	4040	4206
11	3258	3328	3398	3469	3541	3617	3692	3770	3846	3928	4009	4095	4181	4357	4537
12	3471	3547	3622	3702	3781	3864	3946	4030	4115	4206	4295	4388	4480	4670	4872
13	3827	3911	3994	4084	4173	4267	4362	4459	4555	4656	4755	4860	4964	5184	5415
14	4150	4245	4337	4438	4537	4641	4745	4852	4960	5073	5185	5304	5423	5665	5918
15	4485	4591	4696	4805	4914	5029	5143	5263	5382	5509	5634	5766	5896	6165	6450

## WHITE GRADE 40 HOURS MONTHLY RATE EFFECTIVE APRIL 1, 1998

LONG SERVICE  
INCREMENTS

	1	2	3	4	5	6	7	8	9						
1	1529	1558	1588	1615	1643	1671	1699	1730	1759	1791	1822	1855	1886	1952	2021
2	1654	1681	1709	1742	1773	1806	1837	1869	1898	1933	1966	2002	2037	2106	2179
3	1815	1848	1879	1914	1947	1981	2014	2051	2087	2123	2158	2198	2236	2314	2397
4	1979	2016	2051	2087	2122	2160	2198	2236	2272	2314	2356	2399	2441	2524	2614
5	2161	2203	2243	2283	2323	2366	2408	2453	2496	2541	2584	2631	2678	2775	2877
6	2366	2411	2454	2501	2546	2595	2642	2692	2742	2794	2844	2896	2948	3061	3172
7	2576	2626	2675	2727	2777	2832	2886	2941	2995	3054	3111	3170	3229	3354	3481
8	2785	2841	2896	2952	3007	3066	3123	3188	3250	3312	3375	3442	3510	3647	3786
9	3013	3071	3130	3196	3262	3328	3392	3460	3527	3600	3673	3747	3820	3971	4131
10	3245	3311	3377	3449	3520	3593	3664	3741	3815	3895	3973	4056	4137	4309	4486
11	3475	3550	3624	3701	3777	3858	3938	4021	4103	4189	4276	4368	4460	4647	4839
12	3702	3784	3864	3949	4033	4122	4209	4299	4389	4486	4581	4680	4779	4982	5197
13	4082	4172	4261	4356	4451	4552	4652	4756	4859	4966	5072	5184	5295	5529	5775
14	4427	4527	4626	4734	4839	4950	5061	5176	5290	5411	5531	5658	5784	6042	6313
15	4784	4897	5009	5125	5242	5365	5486	5614	5741	5876	6009	6150	6289	6576	6880



## APPENDIX B

### WHITE GRADE HOURLY RATE EFFECTIVE APRIL 1, 1999

### LONG SERVICE INCREMENTS

	1		2		3		4		5		6		7		8		9	
1	9.02	9.20	9.37	9.53	9.69	9.86	10.02	10.20	10.38	10.57	10.75	10.94	11.12	11.51	11.92			
2	9.75	9.92	10.08	10.27	10.46	10.65	10.84	11.02	11.20	11.40	11.60	11.81	12.01	12.42	12.85			
3	10.71	10.90	11.08	11.28	11.48	11.68	11.88	12.10	12.31	12.52	12.73	12.96	13.19	13.65	14.14			
4	11.68	11.89	12.10	12.31	12.52	12.75	12.97	13.19	13.40	13.65	13.90	14.15	14.40	14.89	15.42			
5	12.75	12.99	13.23	13.47	13.70	13.95	14.20	14.46	14.72	14.99	15.25	15.53	15.80	16.37	16.97			
6	13.96	14.22	14.48	14.75	15.02	15.30	15.58	15.88	16.18	16.48	16.78	17.09	17.39	18.06	18.71			
7	15.19	15.49	15.78	16.08	16.38	16.70	17.02	17.35	17.67	18.01	18.35	18.70	19.05	19.79	20.53			
8	16.43	16.76	17.09	17.42	17.74	18.09	18.43	18.80	19.17	19.54	19.91	20.31	20.71	21.51	22.33			
9	17.77	18.12	18.47	18.86	19.24	19.63	20.01	20.41	20.81	21.24	21.67	22.11	22.54	23.43	24.37			
10	19.14	19.53	19.92	20.35	20.77	21.20	21.62	22.07	22.51	22.98	23.44	23.93	24.41	25.42	26.46			
11	20.50	20.94	21.38	21.83	22.28	22.76	23.23	23.72	24.20	24.72	25.23	25.77	26.31	27.41	28.55			
12	21.84	22.32	22.79	23.29	23.79	24.31	24.83	25.36	25.89	26.46	27.02	27.61	28.19	29.39	30.65			
13	24.08	24.61	25.13	25.70	26.26	26.85	27.44	28.05	28.66	29.29	29.92	30.58	31.24	32.62	34.07			
14	26.11	26.70	27.29	27.92	28.55	29.21	29.86	30.54	31.21	31.92	32.63	33.38	34.12	35.64	37.24			
15	28.22	28.89	29.55	30.24	30.92	31.64	32.36	33.12	33.87	34.66	35.45	36.28	37.10	38.79	40.58			

### WHITE GRADE 35 HOURS MONTHLY RATE EFFECTIVE APRIL 1, 1999

### LONG SERVICE INCREMENTS

	1		2		3		4		5		6		7		8		9	
1	1368	1395	1421	1445	1470	1495	1520	1547	1574	1603	1630	1659	1687	1746	1808			
2	1479	1505	1529	1558	1586	1615	1644	1671	1699	1729	1759	1791	1822	1884	1949			
3	1624	1653	1680	1711	1741	1771	1802	1835	1867	1899	1931	1966	2000	2070	2145			
4	1771	1803	1835	1867	1899	1934	1967	2000	2032	2070	2108	2146	2184	2258	2339			
5	1934	1970	2007	2043	2078	2116	2154	2193	2233	2273	2313	2355	2396	2483	2574			
6	2117	2157	2196	2237	2278	2321	2363	2408	2454	2499	2545	2592	2637	2739	2838			
7	2304	2349	2393	2439	2484	2533	2581	2631	2680	2732	2783	2836	2889	3001	3114			
8	2492	2542	2592	2642	2691	2744	2795	2851	2907	2964	3020	3080	3141	3262	3387			
9	2695	2748	2801	2860	2918	2977	3035	3096	3156	3221	3287	3353	3419	3554	3696			
10	2903	2962	3021	3086	3150	3215	3279	3347	3414	3485	3555	3629	3702	3855	4013			
11	3109	3176	3243	3311	3379	3452	3523	3598	3670	3749	3827	3908	3990	4157	4330			
12	3312	3385	3456	3532	3608	3687	3766	3846	3927	4013	4098	4188	4275	4457	4649			
13	3652	3733	3811	3898	3983	4072	4162	4254	4347	4442	4538	4638	4738	4947	5167			
14	3960	4050	4139	4235	4330	4430	4529	4632	4734	4841	4949	5063	5175	5405	5648			
15	4280	4382	4482	4586	4690	4799	4908	5023	5137	5257	5377	5502	5627	5883	6155			

## APPENDIX B cont.

## WHITE GRADE 37.5 HOURS MONTHLY RATE EFFECTIVE APRIL 1, 1999

LONG SERVICE  
INCREMENTS

	1	2	3	4	5	6	7	8	9						
1	1466	1495	1523	1549	1575	1602	1628	1658	1687	1718	1747	1778	1807	1870	1937
2	1584	1612	1638	1669	1700	1731	1762	1791	1820	1853	1885	1919	1952	2018	2088
3	1740	1771	1801	1833	1866	1898	1931	1966	2000	2035	2069	2106	2143	2218	2298
4	1898	1932	1966	2000	2035	2072	2108	2143	2178	2218	2259	2299	2340	2420	2506
5	2072	2111	2150	2189	2226	2267	2308	2350	2392	2436	2478	2524	2568	2660	2758
6	2269	2311	2353	2397	2441	2486	2532	2581	2629	2678	2727	2777	2826	2935	3040
7	2468	2517	2564	2613	2662	2714	2766	2819	2871	2927	2982	3039	3096	3216	3336
8	2670	2724	2777	2831	2883	2940	2995	3055	3115	3175	3235	3300	3365	3495	3629
9	2888	2945	3001	3065	3127	3190	3252	3317	3382	3452	3521	3593	3663	3807	3960
10	3110	3174	3237	3307	3375	3445	3513	3586	3658	3734	3809	3889	3967	4131	4300
11	3331	3403	3474	3547	3621	3699	3775	3855	3933	4017	4100	4188	4275	4454	4639
12	3549	3627	3703	3785	3866	3950	4035	4121	4207	4300	4391	4487	4581	4776	4981
13	3913	3999	4084	4176	4267	4363	4459	4558	4657	4760	4862	4969	5077	5301	5536
14	4243	4339	4435	4537	4639	4747	4852	4963	5072	5187	5302	5424	5545	5792	6052
15	4586	4695	4802	4914	5025	5142	5259	5382	5504	5632	5761	5896	6029	6303	6594

## WHITE GRADE 40 HOURS MONTHLY RATE EFFECTIVE APRIL 1, 1999

LONG SERVICE  
INCREMENTS

	1	2	3	4	5	6	7	8	9						
1	1563	1595	1624	1652	1680	1709	1737	1768	1799	1832	1863	1896	1927	1995	2066
2	1690	1719	1747	1780	1813	1846	1879	1910	1941	1976	2011	2047	2082	2153	2227
3	1856	1889	1921	1955	1990	2025	2059	2097	2134	2170	2207	2246	2286	2366	2451
4	2025	2061	2097	2134	2170	2210	2248	2286	2323	2366	2409	2453	2496	2581	2673
5	2210	2252	2293	2335	2375	2418	2461	2506	2551	2598	2643	2692	2739	2837	2941
6	2420	2465	2510	2557	2603	2652	2701	2753	2805	2857	2909	2962	3014	3130	3243
7	2633	2685	2735	2787	2839	2895	2950	3007	3063	3122	3181	3241	3302	3430	3559
8	2848	2905	2962	3019	3075	3136	3195	3259	3323	3387	3451	3520	3590	3728	3871
9	3080	3141	3201	3269	3335	3403	3468	3538	3607	3682	3756	3832	3907	4061	4224
10	3318	3385	3453	3527	3600	3675	3747	3825	3902	3983	4063	4148	4231	4406	4586
11	3553	3630	3706	3784	3862	3945	4027	4111	4195	4285	4373	4467	4560	4751	4949
12	3786	3869	3950	4037	4124	4214	4304	4396	4488	4586	4683	4786	4886	5094	5313
13	4174	4266	4356	4455	4552	4654	4756	4862	4968	5077	5186	5301	5415	5654	5905
14	4526	4628	4730	4839	4949	5063	5176	5294	5410	5533	5656	5786	5914	6178	6455
15	4891	5008	5122	5242	5359	5484	5609	5741	5871	6008	6145	6289	6431	6724	7034

NB. There may be an additional .85% increase in base pay effective October 1, 1999; however, this base pay increase will be dependent upon the provisions of Cost of Benefits Agreement.



## Appendix C

### Letter of Intent – Pay Periods

January 30, 1999

Non-Academic Staff Association  
8303 - 112 Street  
7-50 University Extension Centre

This is to confirm that the Governors of the University of Alberta will ensure to the best of its ability, to pay Employees on the following basis:

- Employees paid on a monthly basis shall receive their salary cheques on the second last banking day of each month except in December when it shall be the second last banking day prior to December 25th.
- Employees paid on a bi-monthly payroll shall receive their paycheques on the 10th and 25th days of each month. The Governors of the University of Alberta reserve the right to amend the bi-monthly pay period to a bi-weekly pay period upon implementation of PeopleSoft. New pay dates as a result of this amendment will, as a minimum, comply with the Employment Standards Code.
- Premium pay, other than Overtime, shall be paid no later than the month following the month in which it was earned.

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Bruce L Anderson  
Director, Employee Relations and Employment Services  
On Behalf of the Governors of the University of Alberta

## Appendix D

**Memorandum of Agreement  
between  
the Governors of the University of Alberta  
(herein after called the “University”)  
and  
the Non-Academic Staff Association  
(herein after called “NASA”)**

Further to this Agreement, the parties are discussing the outstanding issue of an appropriate process for resolving discrimination and harassment complaints by or affecting NASA members. In addition, NASA and the University agree that it is in the best interest of all University Employees to hold these discussions with representatives of the Academic Staff Association of the University of Alberta (herein after called “AAS:UA”).

Subsequent to the above discussions, NASA and the University agree to either formally develop a new process for effectively dealing with these issues or submit this Interim Procedure as a proposal for the next negotiations.

Both parties agree that during use of this interim procedure, the current Sexual Harassment: Article 27 provisions are suspended.

Both parties agree to the following interim procedure:

### **Interim Procedure - Article 27A Dispute Resolution Process**

#### Discrimination and Harassment Complaints

1. In matters alleging discrimination and harassment, the University of Alberta Policy on Discrimination and Harassment as at January 1998 (i.e., GFC Manual Section 44) will apply.
2. An Employee who believes that s/he has a problem is encouraged to first inform the individual with the offending conduct of the concern and seek to work out a plan for the behaviour to cease and to establish an effective working environment. The individuals are encouraged to seek a facilitator to assist where possible. If no agreement is reached, or the behaviour continues, or it is impractical for the individuals to deal informally with the matter, the Employee may make a complaint under the Policy on Discrimination and Harassment.
3. Failing satisfactory resolution through the Policy’s guidelines (i.e., Informal Resolution Procedure - GFC Section 44.7), NASA may initiate a grievance at Step 2 (Clause 26.02(c)) of the Dispute Resolution Process.
4. A grievance received at Step 2 of the Dispute Resolution Process shall be dealt with confidentially. Information relating to the complaint, including the identity of the individuals involved, will be disclosed only to the extent necessary to properly investigate the complaint and to respond to legal or administrative proceedings.
5. The University agrees that any Employee has the right to representation by NASA.
6. The AVP (HRS) or designee having received the grievance shall investigate the matter or the AVP (HRS) may appoint an independent investigator to investigate the matter and report on his/her findings and conclusions. The AVP (HRS) shall attempt to ensure a timely, complete and fair investigation. NASA shall be entitled to a copy of the investigator’s report.

7. The parties endeavour to ensure that no person shall intentionally compromise the integrity of the investigation process.
8. Where there is a grievance, the grievor may request to the AVP (HRS) that his/her employment duties be modified, as the nature of the particular circumstances dictate, in an attempt to eliminate contact with the respondent during the period of investigation. Such request shall not be unreasonably denied.
9. Prior to making any final determination in this matter (i.e., Step II grievance decision), the AVP (HRS), or designee, shall meet with the grievor and Designated Official of NASA to review the investigator's report. The Director, Employee Relations & Employment Services may be invited to participate in any such meetings.
10. Upon review of the investigation report and such other consideration as may be relevant, the AVP (HRS) may:
  - (a) dismiss the complaint/grievance;
  - (b) direct the investigator to investigate further; or
  - (c) recommend to the Employee's Trustholder or designee that the results of the investigation require remedy.
11. The AVP (HRS) or designee, shall make a written decision in this matter with copies to the grievor, NASA and any other affected party.
12. Failing satisfactory resolution of the grievance, NASA after full discussion with the Employee, may submit the grievance to Step 3 (Clause 26.02(d)) of the Dispute Resolution Process within ten (10) days of the receipt of the written response from the AVP (HRS), or designee.
13. Process and resolution of the grievance shall follow Article 26 of this Agreement. Both parties agree that the nature of these types of complaints/grievances may require additional time to fully investigate and review; therefore, both parties acknowledge that time limits within the Dispute Resolution Process may need to be extended.
14. The University agrees that no grievor or person who participates as a witness in the investigation and/or grievance shall suffer any reprisals by virtue only of their participation in the proceedings. However, NASA and the University also recognize the serious nature of unfounded allegations of discrimination and harassment and agree that disciplinary action may be required in those cases that the accusations are shown to be fraudulent and/or malicious.
15. If the AVP (HRS) makes a decision pursuant to 26(c) above, the AVP (HRS) shall send the recommendation to the Trustholder and the Trustholder shall take appropriate remedial action.
16. If the AVP (HRS) determines that there are sufficient grounds to recommend disciplinary action against a NASA member, the AVP (HRS) shall make such a recommendation to that respondent's respective Trustholder and the Trustholder shall undertake appropriate disciplinary action.
17. If the AVP (HRS) determines that there is sufficient grounds to initiate a complaint against an AAS:UA member, the AVP (HRS) shall submit a formal complaint under Article 16 of the AAS:UA Agreement.
18. Where applicable or necessary, counselling for affected persons in the particular workplace shall be provided.

- 19. NASA and the University agree that NASA members may choose to submit a complaint under Article 16 of the AAS:UA Agreement; however, an Employee or NASA shall not concurrently submit the same complaint as a grievance or grievance as a complaint.

SIGNED this \_\_\_\_\_ day of \_\_\_\_\_, 1999, in Edmonton, Alberta.

On behalf of the  
Non-Academic Staff Association

On behalf of the Governors  
of the University of Alberta

**Appendix E****Letter of Intent – Physical Education and Recreation**

January 30, 1999

Non-Academic Staff Association  
7-50 University Extension Centre  
8303 - 112 Street  
Edmonton, Alberta  
T6G 1K4

**Re: Physical Education and Recreation**

The Governors of the University of Alberta agree to provide all Employees and their immediate family full access to physical education and recreation facilities on Campus.

Bruce L. Anderson  
Director, Employee Relations and Employment Services  
University of Alberta



## Appendix F

### JOB FAMILY GROUPINGS

#### I Business/Administrative/Finance/Clerical

Descriptors:

- Occupations not normally industry specific
- Provides administrative expertise/support services of a non-technical nature to operational/programmatic unit
- Administrative infrastructure for an operational unit

#### II Technical/Information Systems

Descriptors:

- Occupational/discipline specific
- Normally requires formal training within occupation/discipline
- Provides technical expertise and support services in specific discipline
- Certain occupations require professional designation

#### III Transport/Maintenance/Utilities/Trades

Descriptors:

- Provides physical infrastructure support
- Normally requires certificate/designation

#### IV Health (Medical/Dental/Pharmacy)

Descriptors:

- Provides medical support and services in the related medical fields to operational units, patients/clients
- Requires formal post-secondary training within respective health services/disciplines (legally required professional designations)

**Appendix G**  
**NASA Representative Waiver**

DATE: \_\_\_\_\_

I, \_\_\_\_\_, \_\_\_\_\_  
(print name) (signature)

have been advised that Non-Academic Staff Association (NASA) representation is available to assist me with this meeting, however, I have chosen to deny such representation in favour of proceeding on my own accord. I am aware of the time limits under the Board/NASA Collective Agreement that must be followed to file a grievance.

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Date

cc: Copy to Employee  
Copy to Employee Relations

**Appendix H**

**Roster of Agreed to Mediators/Arbitrators**

The Non Academic Staff Association and the Governors of the University of Alberta hereby agree to the following roster of Mediators/Arbitrators as identified in Article 26:

- Sue Bercov\*
- David Elliot
- Elizabeth Johnson\*
- David Jones
- Shelley Miller\*
- Allen Ponak
- Andrew Sims
- David Tettensor

\* The parties agree that the noted individual(s) shall be placed on the roster list on a trial basis subject to the continuing agreement of either party.

SIGNED this \_\_\_\_\_ day of \_\_\_\_\_, 1999, in Edmonton, Alberta.

On behalf of the  
Non-Academic Staff Association

On behalf of the Governors  
of the University of Alberta

## Appendix I

### Exclusions/Inclusions Definitions: Guidelines

The following definitions are guidelines to be used to assist in determining the exclusion or inclusion of a position/person in this Agreement pursuant to Article 2:

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#### 1. **General Support Trust Staff** (included)

(a) Description:

- comprises staff who work in support of University operations falling within the following applicable job families:
  - Business/Administrative/Finance/Clerical
  - Technical/Information Systems
  - Transport/Maintenance/Utilities/Trades
  - Health (Medical/Dental/Pharmacy)

(b) General Duties:

- functions in a support role with appropriate duties

(c) Qualifications/Experience:

- will vary and are appropriate to the job duties/functions

#### 2. **Post Doctoral Fellows (PDFs)** (excluded)

(a) Description:

- PDFs are post-graduate students receiving independent research training and are paid an applicable stipend from funds provided by a research granting agency or contractor; movement into a tenure track position or a senior research associate position is a natural transition following completion of the PDF training

(b) General Duties:

- duties are varied as directed by the Trustholder and will typically involve research training and assistance on specific research projects directly related to post graduate qualifications

(c) Qualifications/Experience:

- holds a Ph.D. or equivalent;
- typically no greater than 5 years of post-doctoral research training at a post-secondary institution

#### 3. **Graduate/Undergraduate Students Paid from Trust** (excluded)

(a) Description:

- individuals registered as graduate or undergraduate students involved in research work directly or indirectly related to the course of studies for which they are enrolled as a student; such positions are viewed as an apprenticeship for further academic or professional careers

(b) General Duties:

- duties are varied as directed by the Trustholder and will typically involve research training and assistance on specific research projects directly related to their academic qualifications

(c) Qualifications/Experience:

- undergraduate degree/enrollment in undergraduate program or equivalent related to the area in which they are training/performing work

**4. Research Associates (excluded)**

(a) Description:

- individuals who are employed in high level research activities who hold the same academic qualifications as faculty members in the same discipline and have the potential opportunity to move into tenure track positions at a post secondary educational institution

(b) General Duties:

- the research associate carries out high level complex research projects either as primary or co-investigator under the direction of the Trustholder;
- sets research objectives;
- independently, or at the direction of the Trustholder, develops experiments, research methods and protocol;
- designs and develops instrumentation and equipment for research projects;
- co-authors or independently publishes research results and participates in analysis and presentation of research results

(c) Qualifications/Experience:

- normally equivalent to faculty members within the same department/faculty;
- will normally have prior original research experience;
- for example:
  - Faculty of Medicine
    - a Ph.D., M.D., or equivalent to their area of research
    - will normally have prior post-doctoral/residency experience
  - Faculty of Law
    - minimum requirement of a L.L.B. usually with one or more undergraduate degrees

**5. Research Trust Managers (excluded)**

(a) Description:

- individuals appointed to senior management positions, ones which are similar to APOs in the Operating accounts

(b) General Duties:

- duties will vary with the particular position but, in general, these will be managerial, executive or supervisory in nature, with significant decision-making requirement. Duties will not be clerical or routine;
- duties will involve intermediate and long-range planning
- the incumbents will carry out their responsibilities with little or no supervision;
- responsible for selection, supervision and evaluation of clerical and technical staff;
- responsible for budgeting and financial control of operation;

(c) Qualifications/Experience:

- academic degree, professional qualifications and related experience in managerial positions;
- useful to have knowledge of the discipline associated with the trust/research grant as well as management skills

**Appendix J**

**Exclusions/Inclusions Roster**

The Non Academic Staff Association and the Governors of the University of Alberta hereby agree to the following roster of adjudicators as provided for in Article 2:

**The parties agree to reach agreement upon the individuals or positions identified and listed in Part B: Agreement, Appendix J by no later than June 30 1999.**

SIGNED this \_\_\_\_\_ day of \_\_\_\_\_, 1999, in Edmonton, Alberta.

On behalf of the  
Non-Academic Staff Association

On behalf of the Governors  
of the University of Alberta

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## Appendix K

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### University of Alberta Disciplinary Process

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*(This Process applies to Employees covered by the Non-Academic Staff Association but it is not part of this Agreement, and is included for information purposes only.)*

#### A) Definition of Discipline

In the administration of discipline, the University, through its Trustholders, uses a corrective behaviour approach of the progressive disciplinary model (e.g., verbal reprimand, written reprimand, increment withholding, suspension, demotion and dismissal). This does not preclude the Trustholder or designee from analyzing the circumstances and facts of each case and omitting certain steps in the model, taking a non-sequential level of disciplinary action or other type of action as deemed appropriate, upon the advice of Employee Relations.

The key element in disciplinary action is that of warning; advising that the circumstance(s) is/are serious enough to require disciplinary action. Disciplinary actions can include the element of forewarning in that a more serious disciplinary penalty may be used in the future if such action is repeated or certain related matters occur or reoccur. The situation(s) requiring a disciplinary penalty is/are serious in that it/they cannot be tolerated or condoned.

The following do not constitute disciplinary actions:

- (1) letters of concern regarding innocent absenteeism or performance expectations;
- (2) constructive criticism as part of an annual performance appraisal process;
- (3) job or work related instructions;
- (4) relief of duty with pay pending review or investigation; or
- (5) ongoing coaching - counselling discussions (including training).

The emphasis in dealing with performance problems is through the use of ongoing coaching and counselling. This approach recognizes that early intervention can help overcome problems and weaknesses. This is not disciplinary in nature. Increment withholding is appropriate in instances of marginal or unsatisfactory performance, incompetence or unsuitability. It is the intent of the University, through its Trustholders, to use a written reprimand as the disciplinary document in instances of increment withholdings. Performance appraisals, counselling letters/reports, etc. may be used as support documents for the above.

It is recognized that the Agreement allows Employees to rebut to the criticism in the performance appraisal. As such, a performance appraisal is not disciplinary. Further, the performance appraisal interview is a process designed for the participation of the Employee and supervisor only.

#### B) The Right to NASA Representation

The University recognizes an Employee's right to NASA representation in the following meetings regarding discipline with the Employee:

- (1) formal investigation interviews into matters/conduct that the University believes may ultimately lead to disciplinary action; or
- (2) a meeting convened for a disciplinary purpose.



When a Trustholder conducts a formal investigation interview, which may ultimately lead to discipline, the Employee shall be advised of his/her ability to have NASA representation at any such meeting. The Employee may waive representation.

When an Employee is to be disciplined to the extent of formal disciplinary action (written reprimand, increment withholding, suspension, demotion or dismissal), such discipline shall only be imposed at a meeting convened for that purpose. A supervisor requiring an Employee to attend any such disciplinary meeting shall advise the Employee of their ability to be accompanied by a recognized NASA representative. The Employee may waive representation.

**C) Representation by NASA**

The role of a NASA representative during these meetings is to:

- (1) observe the process and witness the undertakings,
- (2) advise the Employee of any rights during the process, and
- (3) assist the Employee, without interfering or impeding the disciplinary process, in discussing the issues involved.

No person who participates during the disciplinary process shall be subject to any reprisals.

NASA has undertaken that representatives and Employees will attend any such requested meeting in an agreed and timely fashion.

**D) Responsibility of the Employee**

The responsibility of the Employee is to attend and to respond directly to questions posed to them by the Trustholder or designee during any meetings covered by this process. Failure to attend a meeting or respond directly to questions posed may result in subsequent disciplinary action.

**E) Authority to Take Disciplinary Action**

At the University, all disciplinary action shall be taken under the authority of the Trustholder or designee. In disciplinary matters, including but not limited to written reprimands, increment withholding, suspension, demotion or dismissal, the Trustholder or designee shall consult with Employee Relations prior to taking any disciplinary action.

**F) Responsibility of Campus Security, Audit and other investigative units/departments**

Campus Security, Audit and any other department/unit charged with the responsibility of investigating some incident that may ultimately lead to disciplining an Employee, will inform Employee Relations when it becomes apparent that an Employee will be potentially affected by any disciplinary action.