

COLLECTIVE

AGREEMENT

PART A: OPERATING EMPLOYEES

PART B: TRUST EMPLOYEES

between the

***Non-Academic
Staff Association***



and the

***Governors of the
University of Alberta***



DECEMBER 8, 2000 TO MARCH 31, 2002

OPERATING AGREEMENT

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Preamble

The University of Alberta (the Employer) and the Support Staff of the University share a common interest in achieving the University's goal of excellence in teaching, research and service to the community. The University and the Non-Academic Staff Association (NASA) are committed to working together for common goals, recognizing that NASA's role is to represent the interests of its members and the Employer's role is to manage in the best interests of the University.

This Collective Agreement provides a foundation for achieving our common goals of:

- building positive working relationships at all levels of the **organization**, and
- creating safe, healthy, effective, innovative work environments in support of teaching, research and service excellence.

Support employees make a vital contribution to the University's success. We are committed to creating a work environment that contributes to the overall well-being of staff and enables them to be "the best they can be". We will strive to ensure that all members of the University community achieve their full potential, contribute to the University's success, and are valued and **recognized** for their contributions. We will help build a sense of pride and community at the University by actively fostering the behaviours, principles and accountabilities that guide our relationship at all levels of the **organization**.

Our relationship must be based on a high level of trust between the Employer, NASA and Support Staff. In working to build and sustain trust, each party commits to and is entitled to expect frankness and honesty. We also **recognize** that:

- Mutual efforts at problem solving on issues that affect employee interests can build trust when based on recognition of each party's legitimate role.
- Actions that disappoint reasonable expectations or place the other party in an untenable or embarrassing position can undermine trust and should be avoided.

A trusting, effective working relationship depends on the manner in which we share information and consult with each other on issues that significantly affect our interests. We **recognize** that:

- It is to our mutual advantage to notify each other in a timely way of issues that may have a significant impact on our respective responsibilities as employer or bargaining agent.
- It is important that University decision makers consider the interests of employees when deciding upon a course of action.
- There is value in consultation on matters that directly affect the interests of NASA and its members.
- Consultation, when engaged in, needs to be timely, meaningful and efficient.
- Some matters may, of necessity, need to be handled with discretion – we need to be clear with each other when the exercise of discretion is necessary.
- Breaches of confidence result in a breach of trust.
- Our interests may differ in particular circumstances, but failure to agree on an issue should not undermine our relationship or the integrity of the process used to discuss an issue.

We will work to ensure that all members of the University community understand the importance and value of this Agreement and live up to their Collective Agreement responsibilities.

ARTICLE 1

DEFINITIONS

In this Agreement:

- 1.01** “**AVP(HRS)**”, means the Associate Vice-President, Human Resource Services of the University of Alberta or his/her designee (the parties recognize that the Associate Vice-President is the representative of the Governors of the University of Alberta).
- 1.02** “**Base pay**” means the basic rate negotiated by the parties as outlined in Appendices A, B and C.
- 1.03** “**Call-back**” means an unexpected requirement to return to work, including:
- (a) work on a regular work day:
 - (i) which does not adjoin the end of his/her regular shift; or
 - (ii) which does or does not adjoin the beginning of his/her regular shift;
 - (b) work on his/her regular day of rest or on a previously mutually agreed-to lieu day, where s/he has not been notified of such requirement before the end of his/her last regular shift; or
 - (c) work on a paid holiday.
- It is understood, however, that, where an employee is required to work overtime as defined in Clause 1.18 and where s/he, of his/her own volition, chooses to perform such work at another time, such work will be considered as overtime and not as call-back.
- 1.04** “**Continuous operation**” means a unit of a department which operates 7 days a week and 24 hours a day.
- 1.05** “**Demotion**” means a move from one position to another position with a lower maximum base pay.
- 1.06** “**Department**” means a teaching department, a faculty office, an administrative office or a service unit under the administrative authority of the Employer.
- 1.07** “**Department Head**” means a dean, director, chair or head of a teaching or non-teaching department so designated by the Employer, or other administrative authority, or his/her designee.
- 1.08** “**Director, ER & ES**” means the Director, Employee Relations & Employment Services of the University of Alberta.
- 1.09** “**Dismissal**” means the discharge of an employee from employment (i.e., his/her position).
- 1.10** “**Double time**” means 2 times the hourly pay.
- 1.11** “**Employer**” means the Governors of the University of Alberta.

- 1.12** “**Established position**” means a position which is budgeted and is expected to continue without a definite end date.
- 1.13** “**Fiscal year**” means the period April 1 to March 31.
- 1.14** “**Increment**” means the difference between one step and the next full step on a salary grade as set out in the Appendices.
- 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** “**Non-established position**” means a position which is not budgeted or which ceases to exist after a definite term.
- 1.18** “**Overtime**” means work required to be performed by an employee outside of his/her regular shift, including:
- (a) work on a regular work day which adjoins the end of his/her regular shift; or
 - (b) work on his/her regular day of rest or on a previously mutually agreed-to lieu day, where s/he has been notified of such requirement before the end of his/her last regular shift.
- 1.19** The “**parties**” are the Employer and the Union
- 1.20** “**Pay**” means the basic rate negotiated by the parties as outlined in Appendices A, B and C plus, where applicable, the additional payments of language premium, responsibility premium, as well as any agreed-to retroactivity.
- 1.21** “**Promotion**” means a move from one position to another position with a higher maximum base pay and with an increase in current base pay.
- 1.22** “**Recall**” means to return an employee on layoff status to an established position.
- 1.23** “**Seniority**” means length of service in the bargaining unit.
- 1.24** “**Service**” means cumulative employment of an employee.
- 1.25** “**Stand-by**” means being required, during a specified period of time when the employee is not at work, to be available to return to work.
- 1.26** “**Straight time**” means the hourly pay.
- 1.27** “**Supervisor**” means any person whose job function requires him/her to organize, direct, and control the work of others, so designated by the Employer.
- 1.28** “**Time and one-half**” means 1½ times the hourly pay.
- 1.29** “**Transfer**” means a move from one position to another position with the same maximum base pay.

1.30 “Union” means NASA.

ARTICLE 2

EMPLOYEE TYPES AND APPLICATION

2.01 This Agreement will apply to all employees of the University of Alberta, when employed in general support services as stated in this Article.

2.02 Employee Types

(a) “Regular employee”:

(i) “Full-time regular employee” means a person who is appointed to an established full-time position of 35, 37.5, or 40 hours per week either on:

- a continuing basis; or
- for recurring specified periods of more than 6 months each year.

(ii) “Part-time regular employee” means a person who is appointed to an established part-time position and works regular hours of 14 hours or more per week but less than the hours of work specified for the job either on:

- a continuing basis; or
- for recurring specified periods of more than 6 months each year

(b) “Temporary employee” means a person who is appointed to a non-established position and employed for additional work, replacement or a specific project.

2.03 Application for Regular Employees

This article will apply to regular employees as follows:

(a) **Full-time Regular Employee**

For full-time regular employees all the provisions of this Agreement will apply.

In the case of a full-time regular employee employed for recurring specified periods of more than 6 months each year, the terms and conditions of the Agreement will not apply during the inactive period, except as specified in clause 3 1.12.

(b) **Part-time Regular Employee**

For part-time regular employees all provisions of this Agreement will apply, except the following articles will apply only in the modified manner set forth in the specific Article:

Article 19 - Seniority (as provided for in clause 19.03)

Article 22 - Paid Holidays (as provided for in clause 22.09)

Article 24 - Annual Vacation Leave (as provided for in clause 24.03)

Article 25 - Illness and Proof of Illness (as provided for in clause 25.14)

Article 27 - Special Leave (as provided for in clause 27.10)
Article 32 - University Credit Courses (as provided for in clause 32.02)

In the case of a part-time regular **employee** employed for a recurring specified period of more than 6 months each year, the terms and conditions of the Agreement will not apply during the inactive period, except as specified in clause 3 1.12.

2.04 Application for Temporary Employees

This article will apply to temporary employees as follows:

No temporary employee will be separated for the sole purpose of preventing him/her from being entitled to any provisions of this Agreement.

- (a) Temporary employees appointed for or employed 12 months or less will be entitled to the provisions of this Agreement, except the following Articles will not apply:

Article 10 - Shift Differential
Article 17 - Retirement Bonus
Article 20 - Position Disruption and Employee Displacement
Article 23 - Winter Closure
Article 26 - Worker's Compensation Supplement
Article 27 - Special Leave
Article 32 - University Credit Courses
Article 34 - Resignation

For Temporary employees appointed for or employed 12 months or less, the following Articles will apply only in the modified manner set out in the specific Article:

Article 24 - Annual Vacation Leave (as provided for in clauses 24.15 and 24.16)
Article 25 - Illness and Proof of Illness (as provided for in clause 25.15)
Article 29 - Maternity and Parental Leave (as provided for in clause 29.10)
Article 3 I - Benefits Plan (as provided for in clause 3 1.13)
Article 33 - Human Resources Development Fund (as provided for in clause 33.04(c))

A Temporary employee appointed after April 1, 1992, and who has not previously been employed by the Employer or is separated from the employ of the Employer for a period of 12 months, will be paid no less than 75% of the grade assigned to the job, as provided in clause 14.02.

- (b) Temporary employees appointed for or employed greater than 12 months, will be entitled to the same provisions of this Agreement as full-time regular or part-time regular employees, as the case may be. Article 20 will apply as if the employee occupied an established position.
- (c) Temporary employees assigned to a specific project or to replace another employee, who is absent from work due to illness, injury or a leave of absence, and appointed for a defined term of greater than 12 months will be entitled to all provisions of this Agreement, except the following Articles will not apply:

Article 17 - Retirement Bonus
Article 20 - Position Disruption and **Employee** Displacement

These appointments will have a stated end date within 30 months of commencement and be related to specified funding. The work will be of a determinate nature and is not intended to be a replacement for current work performed by regular employees in established positions or assigned to vacant established positions. Temporary appointments for replacement or a specified project may be extended by the Department Head; however, when a temporary appointment is extended beyond 48 months the employee will become a regular employee. Copies of temporary appointment letters and extensions will be forwarded to the Union. Should the employee's appointment be terminated prior to the intended end date, then 3 weeks written notice or pay in lieu of notice will be provided.

The number of temporary employees working on a specified project is limited to 7.5% of the number of regular and temporary employees appointed for or employed greater than 12 months (as determined each April). Should there be a requirement to exceed the agreed number, the parties will meet to discuss the reasons and mutually agree to any additional Temporary Employees. Such agreement will not be unreasonably withheld.

- (d) "Casual employee" means a person appointed in a casual capacity and:
- (i) who initially works for 2 consecutive calendar months or less; or
 - (ii) who works for 59 hours or less per calendar month; or
 - (iii) who works for more than 2 consecutive calendar months and does not work for more than 59 hours per calendar month for 2 consecutive calendar months.

This Agreement does not apply to casual employees.

- (e) "Casual tradesperson" means a person who is employed in one of the trades job titles. No person may be employed as a casual tradesperson for a period exceeding 18 months except those so employed continuously since July 18, 1979. The provisions of this clause will only apply to casual tradespersons recruited by a requested referral from their respective outside trade union.

For a casual tradesperson, none of the provisions of this Agreement will apply except Article 3 – Union Recognition will apply.

A casual tradesperson will receive a written statement of his/her terms and conditions of employment at the time of his/her appointment which will include:

- (i) the provision for payment of health and welfare benefits to the respective trade union, if applicable;
- (ii) vacation and paid holiday pay as specified in the respective trade union contract; and
- (iii) any other paid benefit of the respective trade union contract that was applied prior to July 19, 1979.

If required to by clause 2.04 (e) (i), the Employer may make payments to a trade union, other than NASA, for health and welfare benefits.

- (f) “Apprentice” means a person who has signed a contract of apprenticeship with the Employer as provided for under the Apprentice and Industry Training Act.

Apprentices will be entitled to the provisions of this Agreement, except the following Articles will not apply:

Article 8 – Probation
Article 15 – Performance Reviews and Increments
Article 17 – Retirement Bonus
Article 20 – Position Disruption
Article 21 – Postings, Transfers, Promotions and Responsibility Pay
Article 29 – Maternity and Parental Leave
Article 32 – University Credit Courses
Article 34 – Resignation

For apprentices, the following Articles will apply only in the modified manner set out in the specific Article:

Article 14 – Salaries (as provided for in clause 14.06)
Article 19 – Seniority (as provided for in clause 19.02)
Article 22 – Paid Holidays (as provided for in clause 22.10)
Article 23 – Winter Closure (as provided for in clause 23.02)
Article 24 – Annual Vacation Leave (as provided for in clause 24.15)
Article 33 – Human Resources Development Fund (as provided for in clause 33.10)
Article 35 – Discipline (as provided for in clause 35.10)

Where an apprentice requires the payment of health and welfare benefits to his/her trade union, s/he will be considered a casual tradesperson and the agreement will apply to him/her in the manner outlined for that employee type.

Where an apprentice, having completed his/her apprenticeship, becomes a temporary employee (tradesperson), s/he will immediately be treated as a temporary employee appointed for or employed greater than 12 months.

- (g) “Interim Staff” means persons employed by Interim Staffing Solutions.

This Agreement does not apply to employees in Interim Staffing Solutions, except the following Articles will apply:

Article 3 – Union Recognition
Article 4 – Union Representation
Article 5 – Management Rights
Article 6 – Safety, Wearing Apparel and Tools
Article 7 – Health, Safety and Labour/Management Committee
Article 35 – Discipline
Article 37 – Dispute Resolution Process
Article 41 – Discrimination and Harassment Complaints
Appendix H – Letter of Understanding – Interim Staffing Solutions Employment Guidelines
Appendix H- 1 – Letter of Understanding – ISS Salary and Skills Assessment

2.05 Exclusions

This Agreement will 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

UNION RECOGNITION

- 3.01** The Employer recognizes the University of Alberta Non-Academic Staff Association (NASA) as the exclusive bargaining agent for the unit of employees described in the *Public Service Employee Relations Act* Certificate #10-78 as “*All Employees of the Board of Governors, the University of Alberta, when employed in general support services.*”
- 3.02** No employee will be required or permitted to enter into any written or verbal agreement which violates the Collective Agreement, without the express written agreement of the Union.
- 3.03** The parties agree there will be no discrimination or coercion exercised or practiced with respect to any employee for reason of membership or legitimate activity in the Union.
- 3.04** All employees covered by this Agreement will either be members of NASA or be required to pay a service fee equivalent to the membership fee.
- 3.05** Membership fees or service fees will be deducted from employees’ base pay and remitted to the Union on a monthly basis in the month following the month in which such monies are deducted. The Employer further agrees to provide the Union with the full name, job title, department, 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 Employer agrees to provide the Union with, for use in NASA business only, the rate of base pay for each employee in the bargaining unit.
- 3.06** Subject to the technical capability to do so, the Employer agrees to provide the above information to the Union in machine readable form.
- 3.07** The Union will provide the Employer with at least one full calendar month’s written notice prior to the effective date of a change in the amount of dues to be deducted.

ARTICLE 4

UNION REPRESENTATION

- 4.01** The Employer and the Union are committed to joint problem solving. As part of this commitment, the Union has established a Union Steward Program to facilitate employees and supervisors in reaching effective resolutions to problems within the workplace.

Union Steward Program

- 4.02** The parties recognize that when dealing with issues of labour relations, the most effective resolutions are made by those directly affected. The intent of the Union Steward Program is to

allow for the representation of employees to encourage resolution of concerns, complaints, or grievances at the earliest opportunity.

- 4.03** (a) The parties agree that it is desirable to have the broadest representation of Union Stewards across the University, and the Union will make their best efforts to ensure that the appointment of Union Stewards is compatible with operational needs so as to avoid over representation or over utilization in any particular work area. Should any Union Steward be over utilized, the parties will meet to review and resolve the matter.
- (b) The maximum number of Union Stewards elected will be 3% of the total number of full-time employees (calculated as at March 31 each year). The number or distribution of Union Stewards may be increased or changed by mutual agreement.
- 4.04** (a) The application of the Union Steward Program is intended to improve efficiency in dealing with issues with minimal interference with the operation of the workplace, recognizing that some communication may be made or received at the workplace for the purpose of arranging non-work time meetings.
- (b) A Union Steward will be recognized as an official representative of the Union. Decisions and resolutions reached with the involvement of a Union Steward will be treated in the same manner as decisions reached with any other authorized representative of the Union, provided that no agreements are reached that are inconsistent with the provisions of this Agreement,
- 4.05** Union activities during regular hours of work are subject to operational requirements. The primary function of an employee is to perform the duties assigned to his/her position. Requests for time to participate in Union activities will not be unreasonably withheld.
- 4.06** If, under this Article, it is necessary to request time off during regular hours of work, the employee will:
- (a) not be required to disclose the details of the Union business,
- (b) make arrangements for time off with his/her supervisor to minimize the impact of his/her absence on operations, and
- (c) report to the supervisor upon his/her return to work.

Time Off for Union Business

- 4.07** (a) Time off with pay will be granted to:
- (i) Employees to exercise specific rights under the Collective Agreement.
- (ii) Union Stewards who require time off work to represent employees in an effort to resolve an issue, including time immediately before and after any required meetings or where the situation is pressing and disrupting the workplace.
- (iii) The Chief Union Steward to act in the absence of NASA Staff, where an employee is entitled to union representation.
- (iv) A maximum of 9 NASA Executive members to attend regular executive meetings, not more than once per week.
- (v) A maximum of 4 Negotiating Committee members to attend negotiations and reasonable time for preparation.

- (vi) Employees acting on behalf of the Union on mutually recognized committees.
 - (vii) Employees participating on *recognized* Employer committees.
 - (viii) Employees for other mutually agreed activities.
- (b) Time off without pay will be granted to:
- (i) NASA Executive members to attend executive meetings in excess of one per week.
 - (ii) Negotiating Committee members in excess of 4 for members to attend negotiations and reasonable time for preparation.
 - (iii) A maximum of 75 members of NASA Council to a maximum of one hour each per month each to attend meetings of the Council. Requests to apply this clause will be made to the Director, ER & ES, by the Union at least one week before the date of the Council meetings.
 - (iv) Employees to attend to Union business, subject to operational requirements. The employee must make the necessary arrangements with his/her Supervisor.

To administer the time off without pay provisions, the Employer will pay the affected employees and invoice the Union for the basic salary and applicable premiums.

- 4.08** The Union will provide written notification to the Director, ER & ES, of the names and departments of Union Stewards, Executive Committee members and Council members. The Employer will annually provide a list of Department Heads and designations required under the Agreement.
- 4.09** The Union and the Employer will provide the name of the person or designee(s) acting as their “designated official” who will have the authority to act and resolve differences. It is further understood that these persons or designee(s) will have the authority for **authorizing** grievances under Article 37, Dispute Resolution Process.
- 4.10** The Employer agrees to provide bulletin board space in each department for the purpose of posting information relating to Union business.
- 4.11** Nothing in this Agreement will preclude an employee from discussing problems, personal or job related, with supervisors or members of Human Resource Services or other representatives of the Employer. Nothing in this Agreement will preclude a Supervisor, Department Head, Director or Dean from meeting with a Union Steward, provided no agreements are reached which are inconsistent with the provisions of this Agreement

ARTICLE 5

MANAGEMENT RIGHTS

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

ARTICLE 6

SAFETY, WEARING APPAREL AND TOOLS

6.01 The Employer and the Union are committed to ensuring a safe, healthy work environment, including compliance with relevant health and safety legislation. Health and safety is a joint responsibility dependent upon the active participation of the Employer and all employees.

Safety

- 6.02**
- (a) Where an employee considers his/her work or worksite to be unsafe,
 - (i) s/he will immediately report the condition to his/her supervisor,
 - (ii) the supervisor will make all reasonable efforts to remedy the concern immediately, and
 - (iii) if the employee's concern cannot be remedied, either the supervisor or the employee will report the concern to the Office of Environmental Health and Safety for resolution or remedy.
 - (iv) The employee will not be required to work on that particular job or worksite until the employee has been formally notified that the unsafe condition has been corrected.
 - (b) An employee will have the right to refuse to enter or leave an area if his/her personal safety may be endangered. The employee will advise his/her supervisor of this circumstance at the first available opportunity. The employee's failure to report for duty or to carry out his/her duties will not be considered grounds for deducting his/her pay or disciplinary action.
 - (c) Where an employee or the Union considers that another person is performing his/her work in an unsafe manner or is working in an unsafe work environment, s/he will report the unsafe act or condition to the appropriate supervisor immediately and the provisions of clause 6.02 (a) will apply.
 - (d) If in the opinion of the Director, Environmental Health and Safety, an expert opinion is required, the Director will contact an expert authority, including Alberta Human Resources and Employment – Workplace Health and Safety.
- 6.03** The Director, Environmental Health and Safety!, or designee, will notify the Union Business Manager, or designee, immediately upon becoming aware of a serious incident or accident which has caused or has the potential to cause injury to an employee. When the incident involves exposure to a substance that has a potential to cause injury, written information including the date of exposure, identification of the substance, potential symptoms associated with the exposure, and potential short and long term effects of such exposure will be provided to all affected employees. Copies of this information and a list of employees affected will be provided to the Union. The Director will maintain a record of the incident for future substantiation of employee worker compensation claims
- 6.04** Students will be oriented to the University's established health and safety practices.

- 6.05** The Employer will ensure that all outside contractors are fully compliant with the University's established health and safety practices and will take all measures to minimize the risks to all employees.

Wearing Apparel, Protective Equipment, Clothing and Footwear

- 6.06**
- (a) Where employees are required to wear special wearing apparel, including uniforms and coveralls, Departments will supply this apparel including replacements at no cost to the employee.
 - (b) The Director, Environmental Health and Safety, or designee will determine whether protective equipment, clothing or footwear is required in each Department or worksite and recommend the appropriate protective equipment, clothing or footwear for that area.
 - (c) The Union or an employee may request a determination under clause 6.06(b) and the Director, Environmental Health and Safety, will provide the determination within 30 days of the request.
 - (d) Where protective equipment, clothing or footwear is required per clause 6.06(b), employees will be provided with the required items including replacements at no cost to the employee.
 - (e) Where CSA approved protective footwear is required per clause 6.06(b), but not provided per clause 6.06(d), an employee is entitled to:
 - (i) an allowance of \$12.00 per month of service in a position where this protective footwear is required,
 - (ii) an initial payment of \$100.00 upon completion of the probationary period or trial period in a position where this protective footwear is required, and
 - (iii) where this footwear requires replacement, not resulting from normal wear and tear, the footwear will be replaced at no cost to the employee.
 - (f) While employees are responsible for the purchase of their own eyeglasses, the Employer will pay for the additional cost of protective lenses.
 - (g) Notwithstanding clause 6.06 (e)(ii), a temporary employee appointed for or employed less than 12 months and apprentices will receive the payment in clause 6.06 (e)(ii) when their service exceeds 12 months.

Tools

- 6.07** 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 will be replaced by the Department when damaged or broken during the performance of his/her work. The Department will supply special or unusual tools as required.

ARTICLE 7

HEALTH, SAFETY AND LABOUR/MANAGEMENT COMMITTEE

- 7.01** The parties recognize the importance of harmonious relationships achieved through joint problem solving and ensuring a safe, healthy work environment. To that end, a Committee has been established whose mandate is to:

- (a) review matters relating to the maintenance of good relations between the parties,
 - (b) review and resolve environmental health and safety issues that have not been resolved at the worksite level,
 - (c) investigate conditions causing grievances and misunderstandings and recommend appropriate resolution,
 - (d) make recommendations on educational programs including health and safety programs,
 - (e) resolve problems pertaining to the interpretation and administration of this Agreement,
 - (f) discuss matters of mutual interest or concern,
 - (g) make recommendations on changes to the Agreement, to their respective principals, and
 - (h) exchange relevant information.
- 7.02** The Committee will comprise an equal number of Employer and Union representatives, with each appointing a minimum of 2 and a maximum of 4 Committee members. The Committee may call upon additional persons as resource expertise.
- 7.03** The Committee will meet at the call of either party or at least once every 2 months at a mutually agreed time. The AVP, HRS, or designee, and the Union Business Manager, or designee, will alternate in chairing meetings of the Committee.
- 7.04** The Committee will:
- (a) apply the relevant health and safety legislation and regulations when making decisions or recommendations,
 - (b) establish sub-committees as it deems necessary and will set their terms of reference,
 - (c) ensure proper training of Committee members, and
 - (d) take minutes, distribute copies to Committee members and post on relevant bulletin boards.
- 7.05** Employees will not suffer any loss of regular earnings for time spent on this Committee or its ad hoc sub-committees.

ARTICLE 8

PROBATION

- 8.01** The probationary period of an employee will not exceed 6 months of work, after the initial commencement date of employment, unless extended by the Employer for up to 3 additional months, for reasons that are outlined in writing to the employee, the Union and Employee Relations.
- 8.02** During the probationary period, the Employer (in consultation with Employee Relations) may dismiss a probationary employee. The employee will receive 5 working days' written notice if his/her period of employment is greater than 3 months but less than 6 months.
- 8.03** (a) An employee, who has completed his/her probationary period and transfers or is promoted, will have a trial period of 3 months, which may be extended by the Employer for another 3 months for reasons that are outlined in writing to the employee, the Union and Employee Relations. During this trial period, if the employee is deemed unable to perform the duties of the new position satisfactorily, s/he will be reverted to the former position.

- (b) If another employee is subsequently affected by such reversion, s/he will be reverted to his/her former position.
 - (c) Where a temporary employee appointed for or employed 12 months or less is affected by such reversion, s/he will be laid off, unless the former position is vacant and available.
- 8.04** Where a temporary employee becomes a regular employee in the same position with no break in appointment and has not completed his/her probationary period, the probationary period will be reduced by the number of months completed as a temporary employee.
- 8.05** No trial period will be required on disciplinary or involuntary demotion.

ARTICLE 9

HOURS OF WORK

9.01 Regular Work days and Work weeks for Full-time Employees

- (a) The regular work day will be:
 - (i) 7 hours, or
 - (ii) 7.5 hours, or
 - (iii) 8 hours.
 - (b) The regular work week will consist of 5 days with 2 consecutive days off.
 - (c) The regular work day for all employees covered by this Agreement will not be increased, except by mutual agreement. An employee will not be required to work a split shift except by mutual agreement.
 - (d) Notwithstanding clause 9.01 (b) where an employee works in a 7 day a week operation, s/he may be required to work up to 7 consecutive days on a regular basis, but will not be required to work more than 10 days total in any 2 week period.
- 9.02**
- (a) Where the Employer requires that an employee's starting time be changed, it will provide him/her with 30 calendar days' written notice of the change.
 - (b) Where the Employer requires that an employee's rest days be changed from Saturday and Sunday, it will provide him/her with 30 calendar days' written notice of the change.
 - (c) Where the Employer requires that an employee's work pattern be changed from a "straight" shift to a "rotating" shift, it will provide him/her with 30 calendar days' written notice of the change.
 - (d) Where an emergency arises, the Employer may make temporary changes as required without notice to the employee. Such changes will not remain in effect for more than 2 weeks. This provision will not be used repeatedly so as to circumvent the requirement for notice given above.

9.03 Notification of Absence

- (a) A day worker who is going to be absent from work will ensure that his/her supervisor or designee is informed of the reasons for and expected duration of the absence within ½ hour of the start of his/her shift.
- (b) A shift worker who is going to be absent from work will ensure that his/her supervisor or designee is informed of the reasons for and expected duration of the absence according to the following:
 - (i) a day shift, one hour prior to the start of his/her shift;
 - (ii) an afternoon or night shift (where the majority of the shift falls between 1500 and 0700 hours) 4 hours prior to the start of his/her shift.
- (c) Should an employee fail to comply with clause 9.03 (a) or (b), as the case may be, his/her absence may be considered as **unauthorized** leave without pay unless s/he had legitimate reasons for the non-compliance.
- (d) The Department Head will designate a person in each Department to be personally contacted in the event an employee's supervisor cannot be reached.

9.04 Rest Periods

- (a) Full-time regular employees will be entitled to a paid rest period of 15 minutes during each ½ working day of not less than 3½ hours duration.
- (b) Part-time regular and temporary employees will be entitled to a paid rest period of 15 minutes during the first 3½ hours, and an additional rest period of 15 minutes during the rest of their work day if in excess of 2 hours.
- (c) Employees scheduled to work for more than 4 hours are entitled to at least ½ hour of unpaid time at approximately the mid-point of their working day.

9.05 Modified Hours

- (a) Where shifts and/or hours of work, different from those contemplated in clause 9.01, are proposed, the following terms will apply:
 - (i) the proposed terms must not result in a gain or loss in benefits or rights under this Agreement, and
 - (ii) the proposal will not negate any terms in the Agreement and any modifications must be specified in writing, including the positions or individuals to whom it will apply.
- (b) Such a proposal may only be implemented where the Union and the Employer have agreed, in writing, to the terms and the majority of the employees affected have approved.
- (c) Once a proposal has been implemented, it may only be changed by mutual agreement of the parties.

- (d) Once the proposal has been agreed to, a signed copy will be provided to each affected employee and each new hired employee.

ARTICLE 10

SHIFT DIFFERENTIAL

- 10.01** Employees will be paid a shift differential for all hours worked on the afternoon or evening shift of \$1.00 per hour.
- 10.02** Shift differential will apply only to those employees who work a scheduled shift at least 60% of which falls between the hours of 1500 and 0700.
- 10.03** Afternoon shift will be any 7.5 or 8 hours between 1500 hours and 2300 hours. Evening shift will be any 7.5 or 8 hours between 2300 hours and 0700 hours.

ARTICLE 11

OVERTIME

11.01 Authorization

Overtime will be authorized by the Employer before it is worked and, except in cases of emergency, must be mutually agreeable to both Employer and employee.

11.02 Rates and Calculation

A full-time employee required to work overtime will be paid at:

- (a) 1½ times for the first 2 hours; and
- (b) 2 times for all hours in excess of clause 11.02 (a).

11.03 A part-time employee whose regularly scheduled daily hours are less than those for a full-time employee in the same job title who is required to work overtime will be paid at:

- (a) straight time for hours up to the scheduled daily hours for said full-time employee;
- (b) 1½ times for the first 2 hours in excess of clause 11.03 (a); and
- (c) 2 times for all hours in excess of clause 11.03 (b).

11.04 Notwithstanding clauses 11.02 and 11.03, where an employee is required to work overtime on both of his/her regular consecutive days of rest, s/he will be paid at 2 times for all hours worked on the 2nd day of rest.

11.05 Where an employee is required to work overtime, s/he will receive a minimum compensation of one hour at the applicable overtime rate.

11.06 Overtime pay will be:

- (a) calculated to the nearest $\frac{1}{4}$ of an hour, subject to clause 11.05;
- (b) calculated on the basis of the employee's pay in effect at the time the overtime occurred; and
- (c) paid no later than one month **immediately** following the month in which the overtime occurred.

11.07 Compensating Time Off

Notwithstanding clause 11.06, an employee may elect to take compensatory time off in lieu of overtime pay. Such compensatory time off will be calculated in the same manner as overtime pay. In the event that any compensatory time off cannot be taken at a time mutually agreeable to the employee and his/her Department Head within a period of 6 months immediately following the month in which the overtime occurred, the employee will, instead, receive the overtime pay in the month immediately following the expiration of the 6 month period.

11.08 Meal Breaks

Where an employee is required to work in excess of 2 hours of overtime on his/her regular work day, s/he will:

- (a) upon completion of the first 2 hours:
 - (i) be provided with a meal or be paid a meal allowance of \$6.00, and
 - (ii) be allowed a meal break of $\frac{1}{2}$ hour at straight time; and
- (b) upon completion of every 4 hours thereafter, have clause 11.08 (a) apply to him/her.

11.09 Where an employee is required to work in excess of 4 hours of overtime on his/her regular day of rest or on a previously mutually agreed-to lieu day, s/he will, upon completion of every 4 hours:

- (a) be provided with a meal or be paid a meal allowance of \$6.00; and
- (b) be allowed a meal break of $\frac{1}{2}$ hour at straight time.

11.10 An employee will be entitled to at least 8 consecutive clear hours during the normal break between any 2 consecutive regular shifts. It will be the responsibility of the Employer to ensure that an employee required to work overtime will be provided with the 8 consecutive clear hours. To this end, the Employer may instruct the employee to leave before the usual quitting time of his/her regular shift and/or to report after the usual starting time of his/her next regular shift. Where such instruction is given, the employee's pay will not be docked nor will s/he be required to make up for such regular hours not worked. Where such instruction is not given for whatever reason, the employee will be paid at 2 times for all hours worked on his/her next regular shift which fall within the 8 consecutive clear hours.

ARTICLE 12

CALL BACK

- 12.01** Where an employee is called back on his/her regular work day or day of rest, s/he will:
- (a) be paid \$30.00 as travel compensation;
 - (b) be paid at the applicable overtime rates for hours worked with a minimum compensation of 2 hours at the applicable overtime rate; and
 - (c) upon completion of every 4 hours:
 - (i) be provided with a meal or be paid a meal allowance of \$6.00, and
 - (ii) be allowed a meal break of ½ hour at straight time.
- 12.02** Where an employee is called back on a paid holiday or a previously agreed-to lieu day, s/he will:
- (a) be paid \$30.00 as travel compensation;
 - (b) receive his/her regular work day's pay;
 - (c) be paid at straight time for hours worked up to his/her regularly scheduled daily hours, with a minimum compensation of 2 hours at straight time;
 - (d) be paid at 2 times for all hours worked in excess of his/her regularly scheduled daily hours;
 - (e) upon completion of every 4 hours:
 - (i) be provided with a meal or be paid a meal allowance of \$6.00, and
 - (ii) be allowed a meal break of ½ hour at straight time; and
 - (f) be given a lieu day.
- 12.03** Where an employee is called back more than once on the same day, clauses 12.01 or 12.02, as the case may be, will apply to every one of such call-backs, except that, in the case of clause 12.02, clauses 12.02 (b) and (f) will apply only once.
- 12.04** Call-back pay under clauses 12.01(b) and 12.02 (c) and (d) will be:
- (a) calculated to the nearest ¼ of an hour, subject to the relevant minimum compensation;
 - (b) calculated on the basis of the employee's pay in effect at the time the call-back occurred; and
 - (c) paid no later than one month immediately following the month in which the call-back occurred.
- 12.05** Notwithstanding clause 12.04, a regular employee may elect to take compensatory time off in lieu of call-back pay. Such compensatory time off will be calculated in the same manner as call-back

pay. In the event that any compensatory time off cannot be taken at a time mutually agreeable to the employee and his/her Department Head within a period of 6 months immediately following the month in which the call-back occurred, the employee will, instead, receive the call-back pay in the month immediately following the expiration of the 6 month period.

- 12.06** An employee will be entitled to at least 8 consecutive clear hours during the normal break between any 2 consecutive regular shifts. It will be the responsibility of the Employer to ensure that an employee called back will be provided with the 8 consecutive clear hours. To this end, the Employer may instruct the employee to leave before the usual quitting time of his/her regular shift and/or to report after the usual starting time of his/her next regular shift. Where such instruction is given, the employee's pay will not be docked nor will s/he be required to make up for such regular hours not worked. Where such instruction is not given for whatever reason, the employee will be paid at 2 times for all hours worked on his/her next regular shift which fall within the 8 consecutive clear hours.

ARTICLE 13

STAND-BY

- 13.01** Where an employee is required to stand by, s/he will, for each standby period of 24 hours or a portion thereof:

- (a) be paid \$14.00, if the standby is on his/her regular work day;
- (b) be paid \$22.00, if the standby is on his/her regular day of rest; or
- (c) be paid \$22.00, receive his/her regular work day's pay, and be given a lieu day, if the standby is on a paid holiday or a previously mutually agreed-to lieu day.

- 13.02** Where an employee on stand-by is called back, s/he will be covered, as the case may be, by:

- (a) both clauses 12.01 and 13.01 (a);
- (b) both clauses 12.01 and 13.01 (b); or
- (c) both clauses 12.02 and 13.01 (c), except that s/he will receive only once his/her regular work day's pay and be given only one lieu day.

- 13.03** Where an employee is required to stand by on a regular basis, s/he will be made aware of such requirement in writing at the commencement of his/her employment. Where a change in an employee's duties and responsibilities entails a requirement for him/her to stand by on a regular basis, s/he will be made aware of such requirement in writing by his/her Department Head, with a copy to the AVP(HRS), prior to the implementation of the requirement. This clause will not negate the payment of stand-by compensation.

ARTICLE 14

SALARIES

- 14.01** An employee will be paid in accordance with the grade assigned to his/her position.

14.02 Notwithstanding clause 14.01, temporary employees new-hired after April 1, 1992, may be paid less than the rates of base pay; however, this will be no less than 75% of the rates of base pay.

14.03 The rate of base pay set out in Appendices A and B will not be reduced except with the concurrence of the Union.

14.04 Where the Employer increases the range of rates of base pay in Appendices A, B and C, the employees will be paid in the new scale of rates at the same step as they were being paid in the old scale of rates.

14.05 Tradesperson

(a) An employee who is not employed under a trades job title listed in Appendices A and B, but is required to perform a trade task which is restricted by code and which s/he is certified to do, will receive the applicable trade rate of base pay for such work.

(b) Where a trade task is restricted by code to those holding appropriate certification, only those with the appropriate certification will be required to perform the task described by the code, and paid accordingly.

14.06 Apprentices

An apprentice will be paid the appropriate percentage (as specified in the Apprenticeship and Industry Training Act and Regulations) of the hourly base pay given for his/her trade.

14.07 The Union agrees that the Employer will retain the Employment Insurance Rebate for benefit plan purposes.

14.08 (a) Employees paid on a monthly basis will receive their salary cheques on the second last banking day of each month, except in December when it will be the second last banking day prior to December 25th.

(b) Employees paid on a bi-monthly payroll will receive their paycheques on the 10th and 25th days of each month.

(c) Premium pay, other than overtime, will be paid no later than the month following the month in which it was earned.

ARTICLE 15

PERFORMANCE REVIEWS AND INCREMENTS

15.01 The parties recognize that the University's success depends on the performance and contribution of every employee. Effective performance management involves a continuous two-way process of communication between an employee and his/her Supervisor focussed on:

(a) the direction and goals of the Department and the employee's contributions in the coming year,

(b) clear, reasonable expectations for performance and accountability,

(c) how performance will be evaluated,

- (d) learning and development needs,
- (e) recognition of employee contributions, and
- (f) guidance and support to enhance employee performance.

15.02 Performance Reviews

The Supervisor and employee will complete a written summary of the discussions outlined in clause 15.01 and an evaluation of the employee's performance:

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

15.03 Rebuttal

An employee is entitled to put a written rebuttal to any performance review on his/her Personnel File within a reasonable time.

15.04 Performance Increments

- (a) Performance increment(s) are awarded for satisfactory or better performance, upon the recommendation of the Department Head, after each annual review period using the base pay grade assigned within the Salary Appendices for the employee's present position.
- (b) No increment will be awarded for performance that is not satisfactory. Withholding an increment is a disciplinary action and Article 35 applies. Where an increment is not recommended due to unsatisfactory performance, the employee will be advised in writing by the supervisor of the reasons prior to the completion date of that review period.
- (c) Long service increment(s) are awarded where an eligible employee has reached the maximum of the base pay grade for his/her present position and has not received a performance or long service increment within the previous 36-month period worked in the position. There will be a maximum of 2 long service increments for each base pay grade as set out in the Salary Appendices.

ARTICLE 16

PREMIUMS

16.01 Second Language Premium

Where a second language is an integral component of the core job requirements, a 5% premium will be provided on appointment and will continue as long as the position includes the second language responsibility. Where the requirement is for more than one additional language and that/those language(s) are required to be used more than 25% of the time, an additional 5% premium will be provided.

16.02 Market Supplements

There may be occasions when it is necessary to differentially compensate employee(s) in a select job category in order to attract and/or retain employees with critical skills in key areas of the Employer. On such occasions the Employer will determine when critical skills may be

extraordinarily compensated. The Employer agrees to notify the Union of any proposed market supplement and the reasons for the extraordinary remuneration when the adjusted salary falls outside the normal base pay range for that employee's position. The Union will respond within 10 days of such notification to provide any additional comments or feedback. The parties will mutually agree to the appropriate rate of pay, method of market supplement and the specific time period for such extraordinary remuneration. Failing any final agreement, the parties agree to arbitrate the matter pursuant to Article 37, Dispute Resolution Process. Each application of a market supplement is independent of any existing or future market supplement for the same or different jobs and skills. The market supplement is a fixed term premium, subject to review, and as such is not subject to clause 1.20 of the Agreement. Market supplements will be reviewed annually thereafter by the Joint Committee established under Article 7. The Employer and the Union may waive the time limits noted in this clause by mutual agreement.

ARTICLE 17

RETIREMENT BONUS

- 17.01** An employee will be eligible to receive, as a retirement bonus, one week's base pay per full year of employment up to a maximum of 25 days' pay. This applies to employees who have completed a minimum of 5 years of service at date of:
- (a) Normal retirement - where an employee retires at age 65 or at the point when the sum of his/her age and his/her length of service equals 85 years;
 - (b) Deferred retirement - where an employee withdraws from service after having worked, with the consent of the Employer, a period beyond his/her normal retirement;
 - (c) Early retirement (other than an incentive early retirement program) - where an employee, with the consent of the Employer, withdraws from service prior to his/her normal retirement; or
 - (d) Disability retirement - where an employee is not qualified to receive long term disability benefits but has been medically certified that s/he should immediately withdraw from service in order to prevent further deterioration of his/her medical condition.
- 17.02** The retirement bonus may be either used as a pre-retirement vacation or paid out on the retirement date.

ARTICLE 18

SERVICE

- 18.01** Service means cumulative employment of an employee and will be established from the first day of hire and computed on the basis of calendar months of employment, subject to the provisions of this Article.
- 18.02** A partial calendar month of employment will be considered a full calendar month of employment provided the employee receives pay for a minimum of ½ of the calendar month.
- 18.03** Approved leave with pay, time on L.T.D., W.C.B. leave, leave as per Article 29, Maternity and Parental Leave, for any duration will be counted as service.

18.04 Approved leave without pay and time on continuous layoff greater than one calendar month will not be counted as service; however, for the sole purpose of reinstatement of illness only, clause 25.08, approved leave without pay will count as service.

18.05 An employee, who has been on continuous layoff for more than one calendar month and who is then recalled, will have his/her previous service reinstated.

18.06 An employee will forfeit his/her service when s/he:

- (a) voluntarily resigns, subject to clause 29.04, including position abandonment;
- (b) is dismissed for just cause;
- (c) fails to return to work from an approved leave of absence;
- (d) fails to return to work within 10 work days of receipt of notice of recall;
- (e) is laid off for a period of more than 24 consecutive calendar months; or
- (f) has a break in employment of more than 3 months.

18.07 A temporary employee with less than 12 months of service will forfeit his/her service if s/he meets the terms outlined in clause 18.06, or if s/he voluntarily changes his/her employing department.

18.08 Where a trust employee moves from a position under Part B of this Agreement to a position under Part A of this Agreement, s/he will bring his/her continuous employment with him/her as service, subject to clauses 18.06 and 18.07.

18.09 Where an apprentice, having completed his/her apprenticeship, becomes a regular journeyman or a regular employee in another job title, his/her apprentice employment time will count as service.

ARTICLE 19

SENIORITY

19.01 Seniority will apply by Job Family (Appendix F) within a Seniority Unit (Appendix E) as set out in Article 20.

19.02 Notwithstanding clause 19.01, all apprentices in Facilities Management will be considered to be in one seniority unit and their seniority will apply by year of apprenticeship within their specific trade.

19.03 Seniority for part-time employees will only apply with respect to other part-time employees.

ARTICLE 20

POSITION DISRUPTION

20.01 This Article establishes a process to assist an employee whose position is disrupted as a result of reorganization. In these situations the parties are committed to consultation and ensuring that employees are treated with care, understanding and respect throughout the process. The Employer is committed to reasonable readjustments that assist and accommodate affected employees and minimize negative impact on those employees.

Definitions

20.02 Position Disruption

A position disruption is a significant and substantial change to an employee's terms and conditions of employment. It means that a position will be eliminated on a temporary or permanent basis (layoff) or substantially modified, (for example, reduction in pay, change from full time to part time status, reassignment to a position with a lower grade) as a result of *reorganization*. Position disruption is not normally the reassignment of tasks, duties, work locations, work schedule, etc.

20.03 Layoff

Layoff means the discontinuance of work as a result of:

- (a) the abolishment of an established position;
- (b) a temporary stoppage of work in an established position; or
- (c) a permanent or temporary stoppage of work in a non-established position.

Process

20.04 Departments considering a *reorganization* that will result in position disruption will consult with Employee Relations.

20.05 At least 10 days prior to the planned formal notice of position disruption, Employee Relations will arrange a meeting with the Department, the Union and affected employees. The purpose of the meeting is to discuss the details of the *reorganization* and anticipated impact on employees.

20.06 After notice of the meeting, an employee who makes a claim under Article 25, Illness and Proof of Illness, will have no extraordinary rights under this Article and may expressly authorize a Union representative to communicate on his/her behalf, otherwise clause 20.11 will prevail.

20.07 Where appropriate, an employee on any leave of absence may be contacted regarding position disruption for the purpose of discussing the planned disruption. However, formal notice to that employee will be the date of their return to work, unless the parties agree otherwise.

20.08 Within the period prior to the formal written notice to the affected employees, the Union, the Department, Employee Relations and the employees will meet to explore methods and alternatives for managing position disruption in a manner which minimizes negative impact on employees. First, every effort will be made to make adjustments to terms and conditions of employment preferably without loss of pay. If agreement or methods and alternatives cannot be reached, the employer will determine position disruption options in accordance with clause 20.15.

Formal Notice

20.09 The Department Head, or designee, and a representative from Human Resource Services will hold a meeting, as soon as possible, with the employee to provide and discuss formal written notice and available options. The formal written notice will include the effective date of the disruption, and any agreed options and/or available options under clause 20.15. A Union representative will be present at such a meeting.

- 20.10** Within 10 days following the receipt of notice the employee will respond in writing to the Human Resource Services representative as to which of the identified option(s) offered, that the employee wishes to choose.
- 20.11** Failure of the employee to attend the scheduled meeting, or for Human Resource Services to have received his/her response to the above options: within 10 days following the meeting noted in clause 20.09, will result in one of the following:
- (a) immediate termination without recall rights, if option(s) in clauses 20.15 (a) to (c) were offered; or
 - (b) immediate layoff with recall rights, if option(s) in clauses 20.15 (d) to (g) were offered.

This default termination action will be rescinded if it is subsequently determined that the circumstances were beyond the control of the employee and prevented him/her from reporting or replying. These default provisions will be outlined in the above written notice (see clause 20.09).

Employee Displacement/Redeployment

- 20.12** For the purposes of this Article, displacement and redeployment are actions by the Employer, subject to clauses 20.05 to 20.08, taken reasonably as a result of a position disruption.
- 20.13** For the purposes of this Article, “redeployment” means the movement from one position to another position with the same or lower maximum rate of base pay.
- 20.14** When 2 or more employees are performing work in identical positions within the same seniority unit, seniority will be applied (i.e., reverse order of seniority) and options under clauses 20.15 (b) to (f) may be considered.
- 20.15** In the event that an employee is displaced from his/her position, the Employer will offer one or more of the following options to the employee for his/her selection:
- (a) an adjustment to the employee’s current position and/or terms and conditions of employment resulting from an agreed to course of action under clause 20.08;
 - (b) redeployment into an available position, at the same maximum rate of base pay, within the seniority unit;
 - (c) redeployment into an available position, at the same maximum rate of base pay, within the bargaining unit;
 - (d) redeployment into an available position, at a lower maximum rate of base pay, within the seniority unit;
 - (e) redeployment into an available position, at a lower maximum rate of base pay, within the bargaining unit;
 - (f) subject to clause 20.22, redeployment to a position by his/her exercise of seniority, at the same or lower maximum rate of base pay, that is currently occupied by the least senior employee, (see clause 20.23) in his/her same seniority unit and same job family;
 - (g) layoff and recall;
 - (h) severance pay.
- 20.16** Once one or more of these options has been offered, subject to clause 20.21 further redeployment options normally will not be pursued. If the Employer identifies two or more redeployment options (i.e., clauses 20.15 (b) to (e)), the employee may choose one. Further, an employee who

has not been offered option clauses 20.15 (a), (b) or (c) will always be entitled to choose option clauses 20.15(g) or (h).

- 20.17** An employee taking a redeployment option (i.e., clauses 20.15 (b) to (e)) has placement priority over those on the recall list.
- 20.18** An employee redeployed under option clauses 20.15 (d) or(e) will retain recall rights to a position at his/her former status and grade. Such designated employee will have recall rights for a period of:
- (a) 2 years, if s/he has at least 5 years of seniority at the effective date of his/her position disruption/layoff; or
 - (b) one year, if s/he has less than 5 years of seniority at the effective date of his/her position disruption/layoff.
- 20.19** Nothing in the above precludes the Employer from making a severance offer to an employee at any time.
- 20.20** For the purposes of this Article, “available” will mean a position that has no incumbent and the Employer deems should be filled.

Readjustment Procedure

- 20.21** If a redeployment option is available under clauses 20.15 (b) to (e) such that the employee meets the requirements and is qualified to fulfil the duties and/or could do so through job familiarization, with reasonable, on-the-job retraining, within a training period not to exceed 2 calendar months, as determined by the Employer, then the employee will be informed of the duties and any retraining required (see also clause 20.43 (a)).
- 20.22** The employee may exercise his/her seniority under clause 20.15 (f) only if s/he is qualified and able to fulfil the duties or could do so with reasonable, on-the-job retraining, within a training period not to exceed 2 months, as determined by the Employer. The position for the employee will be the position of the most junior employee in the same seniority unit and the same job family.
- 20.23** The junior displaced (i.e., bumped) employee will be eligible for one or more options under clause 20.15 except clauses 20.15 (a) and (f).
- 20.24** An employee who is redeployed through the position disruption or recall process and subsequently, is determined unable to fulfil the duties of the position (see clauses 20.21 and 20.34), may continue to have options in clauses 20.15 (g) or (h), if they had been offered.

Layoff

- 20.25** Failing successful redeployment or acceptance of an offered layoff option in clause 20.15, layoff procedure will occur and the notice of layoff will be deemed to have commenced at the effective date of the position disruption set out in the notice under clause 20.09. If an employee has been unsuccessfully redeployed, the period of notice and recall will be extended by the time spent in redeployment.

- 20.26** The Employer will make every reasonable effort to avoid layoff of employees while employing temporary employees performing work within the same job families in the same seniority unit.
- 20.27** Except in circumstances beyond the reasonable control of the Employer, the notice for layoffs of less than 3 months will be 14 calendar days.
- 20.28** In the event of a layoff in excess of three months, a regular employee will receive the following period of notice in writing (service to be computed to the date of the disruption/layoff):
- (a) 2 weeks, if s/he has completed the probationary period but has less than 12 months' service;
 - (b) one month, if s/he has at least 12 but less than 48 months' service;
 - (c) 2 months, if s/he has at least 48 but less than 84 months' service;
 - (d) 3 months, if s/he has at least 84 but less than 144 months' service; or
 - (e) 4 months, if s/he has at least 144 months' service.
- 20.29** In the event of a layoff in excess of three months, a temporary employee will receive the following period of notice in writing (service to be computed to the date of the disruption/layoff):
- (a) 2 weeks, if s/he has completed more than 12 months' service and less than 24 months' service;
 - (b) one month, if s/he has at least 24 but less than 60 months' service;
 - (c) 2 months, if s/he has at least 60 but less than 96 months' service;
 - (d) 3 months, if s/he has at least 96 but less than 156 months' service; or
 - (e) 4 months, if s/he has at least 156 months' service.
- 20.30** There will be one recall list consisting of laid off employees covered by both Part A and Part B of this Collective Agreement. Human Resource Services will maintain the following lists:
- (a) a separate recall list consisting of the names of all laid off full-time employees,
 - (b) a separate recall list consisting of the names of all laid off part-time employees. Part-time employees will have their seniority pro-rated.

The Union will be provided with these lists on a monthly basis. Full-time employees will be recalled to full-time positions and part-time employees will be recalled to part-time positions.

20.31 Layoff Option "A": Notice of Layoff, Recall, Severance Payment:

An employee who opts for the notice of disruption/layoff in clause 20.15 (g), may obtain a recall period of 6 months, and if not recalled within that period, receive a balance of the severance payment in clause 20.38, less the notice received.

20.32 Layoff Option "B": Notice of Layoff, Recall:

An employee who opts for the notice of disruption/layoff in clause 20.15 (g), may obtain a recall period of 24 months, and if not recalled within that period, receives no other rights or benefits.

Recall

- 20.33** An employee on layoff status will be recalled in the order of his/her seniority, 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, and/or with reasonable, on-the-job retraining, within a training period not to exceed 2 months, as determined by the Employer.

- 20.34** An employee on layoff status will be recalled, in the following order, to any one of the following available positions, subject to clause 20.33 above, whichever becomes available first:
- (a) the employee's former position, if re-established, (in this case clause 20.33 does not apply);
 - (b) another position of the same job family within the employee's seniority unit;
 - (c) another position of the same job family outside the employee's seniority unit, provided there is no prior claim;
 - (d) a position of a different job family within the employee's seniority unit, provided there is no prior claim;
 - (e) a position of a different job family outside the employee's seniority unit, provided there is no prior claim.
- 20.35** An employee on layoff status will retain his/her recall rights under clause 20.33 for maximum periods of 6 months or 24 months depending on the option chosen in clauses 20.31 or 20.32.
- 20.36** An employee will forfeit any further rights to recall if s/he declines one offer of recall to a position at his/her former status and grade, except if offered a temporary appointment. Recall to a trust position under Part B of this Agreement will be considered a temporary appointment for the purposes of this Article.

Severance Options

- 20.37** An employee who chooses severance payment under clause 20.15 (h) will be deemed to have resigned and s/he relinquishes his/her rights to recall and will be considered to have terminated his/her employment with the Employer.
- 20.38** The severance payment formula under the option in clause 20.15 (h) for all employees will be:
- 3 weeks pay, per year of service, to a maximum of 12 months' pay (pay is defined by clause 1.20; however, for clause 20.38 purposes, "pay" will not include any responsibility premiums or market supplements).

An employee who is eligible to retire from the Employer and immediately receives a pension will be eligible to bridge his/her benefits premiums, subject to the continuing availability and eligibility requirements determined by the Employer's Bridge Benefits Policy and any amendments made from time to time, and in accordance with Article 3 1, Benefit Plans.

Further, it is agreed that an employee accepting this severance option and retiring from their employment will not be entitled to the retirement bonus under Article 17.

PAY AND TRAINING BENEFITS FOR EMPLOYEES

Pay Adjustment

- 20.39** An employee should be provided with pay equivalent to that received prior to disruption provided it is not above the maximum of the range for the grade level of his/her new position such that:

- (a) where an employee is redeployed into a position of the same grade level s/he will retain his/her step level on that base pay grade;
- (b) where an employee is redeployed into a position of a lower grade level and his/her base pay is within the base pay range for that grade s/he will be placed on the step level nearest, but not lower, than his/her current base pay;
- (c) where an employee is redeployed into a position of a lower grade level and his/her base pay is above the base pay grade for the new position s/he will be placed at Step 9 of the base pay grade for the new position.

Position Disruption Training Benefits

- 20.40** The Employer agrees to provide reasonable funding to continue a Staff Retraining Fund for persons affected by position disruption.
- 20.41** Where required the Employer will offer training to employees affected by position disruption or eligible for recall. Once an option for an employee has been concluded in accordance with clause 20.15, the Employer agrees to provide affected employees relocation counselling and training assistance under the terms of clause 20.40.
- 20.42** (a) Where an employee requires training in order to effect a redeployment and/or be recalled, the Department in conjunction with Human Resource Services will determine the training required, develop a formal training plan and consult with the employee. Human Resource Services will provide reasonable funding for the training (see also clause 20.21).
- (b) The Employer will provide training assistance in order to enhance the employment opportunities of employees on the recall list. The onus is on the employee to submit proposals for specific training to Human Resource Services for approval. Should an employee(s) training proposal be denied, the employee(s) may request a meeting with Human Resource Services and the Union.
- (c) Where the employee requests training that is unlikely to enhance reemployment opportunities to the Employer, and if the Employer approves the training, then the affected employee will forego his/her right of recall.
- 20.43** The terms of all training provided will be subject to mutual agreement between the employee and the Employer.
- 20.44** Where training is required to take place during an employee's regular hours of work, such time off will be with pay. The scheduling of such training during an employee's normal working hours is subject to operational requirements of the Department.

Job Families

- 20.45** The Union and the Employer agree to the Job Families as outlined under Appendix F.

The Employer will consult with the Union on the Job Families including any planned changes (amendments, alterations, additions or deletions). Human Resource Services will provide the reasons that have led to the planned changes to the Union.

If the Union believes that the planned changes are significantly detrimental to its members, the Union will provide to Human Resource Services the reasons for their belief and present

alternatives without unreasonable delay. Human Resource Services will then convene a meeting with the Union prior to implementing any such planned changes in order to discuss the impact, ramifications and effect upon employee(s). The parties will attempt to reach mutual agreement upon the planned changes without unreasonable delay.

Failing mutual agreement, the Employer may implement any planned changes (or otherwise modified planned changes), as it believes that such planned changes do not undermine the integrity of the bargaining unit. Subsequently, the Union may submit a policy grievance under Article 37, Dispute Resolution Process.

The Employer agrees to notify affected employees of any planned re-allocation of their position due to a Job Family change.

Seniority Units

20.46 Seniority Units will be listed in Appendix E.

The Employer will consult with the Union on the Seniority Units including any planned changes (amendments, alterations, additions or deletions). Human Resource Services will provide the reasons that have led to the planned changes to the Union.

If the Union believes that the planned changes are significantly detrimental to its members, the Union will provide to Human Resource Services the reasons for their belief and present alternatives without unreasonable delay. Human Resource Services will then convene a meeting with the Union prior to implementing any such planned changes in order to discuss the impact, ramifications and effect upon employee(s). The parties will attempt to reach mutual agreement upon the planned changes without unreasonable delay.

Prior to implementing any planned changes, the Employer will communicate to affected employees either in writing or at a meeting with employees, as determined by the Union and the Employer.

Failing mutual agreement, the Employer may implement any planned changes (or otherwise modified planned changes), as it believes that such planned changes do not undermine the integrity of the bargaining unit. Subsequently, the Union may submit a policy grievance under Article 37, Dispute Resolution Process.

ARTICLE 21

POSTINGS, TRANSFERS, PROMOTIONS AND RESPONSIBILITY PAY

21.01 Postings

All regular positions will be posted by Human Resource Services. Internal applicants must be given consideration in the filling of these vacancies.

21.02 Transfer

Where an employee voluntarily moves from one position to another position with the same grade level such a move will be considered a transfer and there will be no change to his/her base pay or performance review period.

Except as provided in this Article, it is understood that a regular employee voluntarily demoted, transferred or promoted to a non-established position has voluntarily waived his/her seniority.

No employee will be unreasonably transferred.

21.03 Promotion

When an employee is promoted from one position to another position with a higher-grade level, his/her new base pay will be within the range of the higher grade for his/her new position. The new base pay will be no less than one full increment above his/her current pay. Performance increments will thereafter be granted, pursuant to Article 15, annually from the date of promotion. If the employee is within 3 months of his/her next increment on date of promotion, s/he will be granted an additional increment.

21.04 Responsibility Pay

Where an employee is required to perform higher level duties, in addition to some of her/his own regular duties and responsibilities, for a cumulative qualifying period of 5 days per fiscal year, s/he will receive a premium of at least 5% of his/her base pay for the period of temporary responsibility including the qualifying period. After a period of 6 months a new job fact sheet will be done and a job evaluation completed.

21.05 Temporary Transfers and Promotions

When an employee is transferred or promoted on a temporary basis, then the following will apply:

- (a) The term will not exceed 12 months or the specific term of the project. Extensions may be made and a copy of the revised terms is to be provided to the Union and Employee Relations.
- (b) The employee will be paid:
 - (i) in the case of a transfer, there will be no change to his/her base pay or performance review period; or
 - (ii) in the case of a promotion, s/he will be paid at least a minimum of 5% of his/her base pay or the minimum base pay for that higher level position, whichever is greater.
 - (iii) Where s/he is promoted to a position that is outside the scope of this Agreement, s/he will be paid no less than 10% of his/her base pay.
- (c) The employee will be eligible for increments, as per Article 15, for each year in the temporary transfer or promotion.

- (d) Seniority and service will continue to accrue normally and there is no change to the employee's base job family and seniority unit.
- (e) During the term of the temporary transfer or promotion, either the Employer or employee can end the assignment with 30 days written notice or less as mutually agreed.
- (f) At the end of the temporary transfer or promotion, the employee will return to his/her original job.
- (g) Upon return to his/her original position, the employee's pay will be adjusted to reflect all increments that would have been due had s/he remained in his/her original position. Any extra increments granted during the temporary transfer or promotion may be granted upon return to his/her original position, at the discretion of the Employer.
- (h) Where the temporary transfer or promotion is going to continue for less than 6 weeks then clause 21.05 (e) above will not apply.
- (i) All terms and conditions, including defined duties and responsibilities, will be provided to the employee in writing with copies to Employee Relations.

ARTICLE 22

PAID HOLIDAYS

22.01 The following will be paid holidays:

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

22.02 Where a paid holiday under clause 22.01 falls on a Saturday or a Sunday, the paid holiday will be observed on the following Monday.

22.03 Where an employee is not required to work on a paid holiday, his/her pay for that holiday will be the pay which s/he regularly receives for his/her normal day's work.

22.04 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.

22.05 When a paid holiday falls on one of an employee's normal rest days, s/he will be given some other day of paid leave in lieu of the day of rest. For purposes of clause 22.07, an employee will only be considered to have worked on a paid holiday when s/he works on one of the specific days set out in clause 22.01.

22.06 When provision of a lieu day cannot be arranged due to operational requirements, the employee will receive a day's pay not later than the end of the month following the month in which the paid holiday occurs.

- 22.07** (a) When an employee is required to work on a paid holiday, s/he will be paid at 2 times for all hours worked, and in addition will be given some other day off with pay in lieu of the paid holiday at a mutually agreeable time. Where this provision applies, clause 22.03, will not apply.
- (b) Where the employee works less than his/her regular daily hours, s/he will be paid at straight time for the balance of those hours s/he was not required to work.
- (c) Where a minimum time payment applies, the straight time pay will be for the difference between that minimum and his/her regular hours.
- (d) The minimum payment for working on a paid holiday is 2 hours at applicable overtime rates.
- 22.08** Notwithstanding clause 22.06, an employee working in continuous operations will 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 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 will not be changed except by mutual agreement.

22.09 Part-time Regular and Temporary Employees

- (a) If the paid holiday falls on a day when a part-time or temporary employee is normally scheduled to work, this Article will apply as written.
- (b) If the paid holiday falls on a day when a part-time or temporary employee is normally scheduled not to work, this Article will not apply to that employee.

22.10 Apprentices

This Article will not apply, however, the apprentice will receive as holiday pay the sum equivalent to that which s/he receives for his/her normal day's work; or if s/he is required to work on such a holiday, s/he will receive pay for the said holiday, plus 2 times his/her normal rate for the hours worked.

ARTICLE 23

WINTER CLOSURE

- 23.01** Employees will normally be entitled to 4 days off, during the regular work week period, December 26 to December 31 inclusive, as follows:
- (a) The regularly scheduled work days will be designated as days off with pay (i.e., paid but not worked) and employees will receive the base pay they regularly receive for their normal day's work.
- (b) Where an employee is scheduled and required to work on one or more of these days off, s/he will receive straight time pay and an alternative day off with pay. This day will be scheduled for a mutually agreeable time within 6 months. Failing mutual agreement, the

employee's supervisor may schedule the employee off or pay the employee for time off in lieu.

- (c) An employee on stand-by and/or called back during a designated day off with pay will be treated as if s/he were on standby or call back on a day of rest and will also receive his/her regular day's pay.
- (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.
- (e) Eligible employees covered by clause 9.05 will be entitled, at a mutually agreeable time (no more than 6 months later), to equivalent time off to a maximum of 7, 7.5 or 8 hours, as appropriate, for each designated day off with pay scheduled and worked; failing mutual agreement, the employee's supervisor may schedule the employee off or pay the employee for time off in lieu.

23.02 Apprentices

Upon completion of 12 months of service, apprentices will be entitled to the provisions of this Article.

ARTICLE 24

ANNUAL VACATION LEAVE

24.01 Vacation Year

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

24.02 Earned Vacation Credits

Vacation credits for a full-time employee will be earned on the basis of each calendar month of service as follows:

- (a) starting with his/her appointment - 1¼ work days per calendar month of service (i.e. 15 work days every 12 calendar months of service);
- (b) upon completion of 60 calendar months of service - 1 2/3 work days per calendar month of service (i.e. 20 work days every 12 calendar months of service);
- (c) upon completion of 192 calendar months, of service - 2 1/12 work days per calendar month of service (i.e. 25 work days every 12 calendar months of service); and
- (d) upon completion of 276 calendar months of service - 2½ work days per calendar month of service (i.e. 30 work days every 12 calendar months of service).

An employee will continue to earn vacation credits for the first two months of approved leave with pay, W.C.B. leave, illness leave and maternity/parental leave. An employee will not earn vacation credits for any other leaves in excess of a month. Where an employee works while on part-time illness leave or returns in a rehabilitation position, either full-time or part-time, vacation

credits will accrue at the appropriate level of entitlement and will be pro-rated based on the time at work.

- 24.03** Clause 24.02 will also apply to a part-time employee except that his/her vacation pay will be pro-rated in accordance with his/her actual hours worked or paid for (exclusive of overtime and call-back).
- 24.04** Where a part-time employee becomes a full-time employee, his/her former part-time service will, without pro-rating, be considered full-time service for the purpose of earning future vacation credits pursuant to clause 24.02. However, vacation pay for vacation credits, if any, while s/he was a part-time employee will remain governed by clause 24.03.
- 24.05** Notwithstanding clause 24.01, but subject to clause 24.07, an employee will 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.
- 24.06** In each vacation year, an employee will have the right to take his/her vacation in one unbroken period or to split his/her vacation subject to clause 24.07.
- 24.07** Vacation will be scheduled by mutual agreement between the employee and his/her Department Head. The Department Head will accommodate the employee's choice of vacation time(s), subject to operational requirements. Where operational requirements prevent 2 or more employees within the same seniority unit from taking their vacation at the same time, their seniority will be the determinant. However, an employee who chooses to take his/her vacation in one unbroken period will have prior claim to vacation time over an employee who chooses to split his/her vacation.
- 24.08** Once vacations are authorized, they will not be changed other than in cases of emergency, except by mutual agreement.
- 24.09** Where one or more paid holidays fall within an employee's vacation, such paid holidays will not be counted as part of the employee's vacation.
- 24.10** Where an employee is hospitalized during his/her vacation, the duration of his/her hospitalization will be charged against his/her illness entitlement and will not be counted as part of his/her vacation, provided s/he can demonstrate his/her hospitalization to the satisfaction of the Department Head.
- 24.11** Where an employee has exhausted his/her illness leave entitlement, s/he will have the right to use his/her vacation credits, if any, to cover his/her absence due to illness.
- 24.12** The Department Head may approve an employee's request for carryover of his/her vacation credits to the next vacation year. However, no employee will lose any of his/her vacation credits under any circumstances.
- 24.13** An employee will 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 Department Head at least 10 work days prior to the commencement of his/her vacation.
- 24.14** Vacation credits, if any, will be paid out to an employee on the date of his/her cessation of employment with the Employer.

24.15 Temporary Employees and Apprentices

This Article will not apply to temporary employees appointed for or employed 12 months or less, nor will it apply to apprentices. Instead, such employees will receive vacation pay at the rate of 6% of their total earnings (exclusive of overtime and call-back compensation) for each pay period. For temporary employees who have not worked in excess of 12 months, approved vacation leave, if any, will be without pay. Such employees will also be entitled to take up to 3 weeks of time off without pay as vacation following their first 12 months worked. This period will not be considered a break in service.

24.16 Effective April 1, 1992, new-hired temporary employees will receive vacation pay at the rate of 4% of their total earnings (exclusive of overtime and callback compensation) for each pay period.

ARTICLE 25

ILLNESS AND PROOF OF ILLNESS

25.01 The Employer and the Union jointly acknowledge their commitment to promoting wellness, encouraging the legitimate use of illness leave, and being proactive in returning employees to work.

25.02 "Illness" means illness, injury or quarantine affecting an employee, but does not include pregnancy, subject to clause 25.11.

25.03 "Casual illness" means an illness which causes an employee to be absent from duty for a period of 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 service year, s/he may provide a medical certificate for additional absences of 3 work days or less, and the absence will be considered as general illness.

25.04 "General illness" means certified illness which causes an employee to be absent from duty for a period of more than 3 consecutive work days.

25.05 "Service year" begins with the initial date of service and continues with each full year of service thereafter, subject to clause 18.04.

25.06 Medical and Dental Appointments

Time off to attend medical and dental appointments requires authorization of the Department Head in advance and will be scheduled to least interfere with the employee's regular hours of work. Time off during scheduled hours of work will be charged against casual illness entitlement.

25.07 Illness Entitlement

Leave of absence with pay is allowable on account of illness from the initial date of service for 26 weeks, i.e. 130 work days, per service year, of which 2 weeks, i.e. 10 work days, may be used as casual illness.

25.08 Reinstatement of Entitlement

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

- (a) When an absence on account of illness continues from one service year to the next, the period of leave with pay allowable in respect of that absence is determined according to the year of service in which the absence commenced. The portion of such period of leave which 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 service year, s/he is not entitled to further illness entitlement in the next service year until s/he has completed 10 consecutive work days of service from the date of his/her return to work.
- (c) Where the AVP(HRS) disputes the validity of the medical certificate submitted by the employee with respect to (b) above, the AVP(HRS) may require the employee to undergo a medical examination by another medical doctor who is not in the employ of the Employer. Should the two medical doctors disagree on the medical status of the employee, the dispute will be settled by a third medical doctor to be selected by mutual agreement of the two medical doctors.

25.09 Hospitalization during Annual Vacation Leave

Should an employee demonstrate, to the satisfaction of the Department Head, that s/he was admitted to a hospital as an in-patient during the course of his/her vacation, s/he will 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, will be taken at a mutually agreeable later date.

25.10 Proof of Illness

- (a) Medical certificates will be provided to the Employer, with a copy forwarded to the Health Recovery Support Unit, for any absence due to illness in excess of 3 work days. The medical certificate will specify:
 - (i) that the employee was unable to attend work and perform his/her regular duties due to illness, and
 - (ii) the duration of the illness.
- (b) Medical certificates for absence due to casual illness of 3 work days or less will not be required except where the employee has had a maximum of 10 work days of uncertified absence due to illness in a service year.
- (c) Medical certificates will 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 10 work days or where there is a discernable pattern of shorter duration absences as determined by the Employer, the employee will be required to submit a medical certificate to the Health Recovery Support

Unit. The certificate will specify the nature of the illness, the duration or expected duration of the illness and a prognosis on recovery. The employee will also advise his/her supervisor of his/her continued absence. If the employee does not return to work on the specified return date(s), further medical certificates will be required.

25.11 Absence during Pregnancy

Notwithstanding clause 25.02 a pregnant employee who is absent from work due to a medical condition which is medically certified as an illness, will be eligible for illness benefits. The application of illness benefits will be suspended during pregnancy from the date on which maternity leave is scheduled to commence pursuant to clause 29.01, or the actual date of confinement, whichever is earlier, to the date on which the employee is scheduled to return to work pursuant to clause 29.02, or the date on which the employee actually returns to work, whichever is earlier.

25.12 Employment after Retirement Age

Notwithstanding the above provisions, an employee, whose employment is being continued after s/he has reached retirement age and who suffers any illness that causes him/her to be absent from duty for more than one calendar month, is entitled to leave with pay for the first calendar month of absence only.

25.13 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 employee is entitled to designate one member of the Board. 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.

25.14 Part-time Regular Employees

For part-time regular employees, this Article will apply except that the pay for absence due to illness will be based on the employee's normally scheduled work hours.

25.15 Temporary Employees

Clause 25.07 will not apply to temporary employees. Instead, temporary employees will earn illness leave at the rate of one work day for each complete month of employment, except that in the case of temporary part-time employees the entitlement will be pro-rated on the basis of their total number of hours worked or paid for (excluding overtime) per month.

25.16 This Article will have application only to days on which the employee would otherwise normally be scheduled to work.

ARTICLE 26

WORKERS' COMPENSATION SUPPLEMENT

- 26.01** When an employee sustains an injury in the course of his/her duties and is eligible for Workers' Compensation, s/he will 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 25. Payment under this provision will be made only for that period of time during which s/he would have received full base pay pursuant to Article 25, but such payments will not reduce his/her general illness entitlement for that year.
- 26.02** An employee who sustains an injury while in the employ of another employer and who is eligible for Workers' Compensation will not be covered by the Workers' Compensation Supplement (clause 26.01) and General Illness (clause 25.04) provisions. Such absence will be considered authorized leave without pay.

ARTICLE 27

SPECIAL LEAVE

- 27.01** This Article will have application only to days on which the employee would otherwise normally be scheduled to work.
- 27.02** Upon receiving authorization from the Employer, an employee will be granted leave with pay for the following reasons up to the maximum time indicated.

27.03 Compassionate Leave

- (a) In the event of death of a son, daughter, brother, sister, spouse (including common-law spouse), parent, parent-in-law, grandparent, or the husband or wife of any of these; an employee will be allowed leave with pay up to 3 working days together with any necessary travelling time, not exceeding 2 working days with pay.
- (b) An employee will be allowed up to one day with pay to attend the funeral of persons other than those specified above.
- (c) Leave with pay up to 2 working days will be allowed for sudden or serious illness within the immediate family (spouse, child, mother or father):
- (i) to make arrangements for the care of the person who is ill;
 - (ii) to make arrangements for the care of the children of the person who is ill;
 - (iii) to care for the person who is ill; or
 - (iv) to care for the children of the person who is ill.
- (d) The Employer may authorize leave under warranted conditions on the same terms as provided above in the event of a death or serious illness of persons other than those specified above.
- (e) Should an employee demonstrate to the satisfaction of the Employer that during a period of vacation a bereavement as described above occurred and provided the employee

attended the funeral, s/he will be allowed compassionate leave and his/her vacation will be credited accordingly.

- (f) If an employee is required to be absent from duty by reason of grave illness of a son, daughter, brother, sister, spouse (including common-law spouse), parent, parent-in-law or grandparent or the husband or wife of any 'of these, s/he may be allowed compassionate leave in respect of such absence, normally to the extent provided above, at the discretion of the Employer.

27.04 Emergency or Disaster Conditions

Leave with pay for up to one working day will be allowed for emergencies or disasters, demanding the immediate personal attention of the employee or preventing the employee from attending his/her place of employment.

27.05 Birth or Adoption

Leave with pay for one working day or less will be allowed for attendance at birth or adoption proceedings of an employee's child.

27.06 Moving

Leave with pay for up to one working day will be allowed for moving household effects when changing place of residence (not to exceed one working day per fiscal year). This provision will not apply to employees who have formally submitted their resignations.

27.07 Citizenship Hearing

Leave with pay for up to one working day will be allowed for employees to attend the formal Canadian Citizenship Hearing to become a Canadian citizen.

27.08 Maximum Entitlement

The maximum length specified for each circumstance requiring use of leave with pay will not be exceeded, however, such leave may be granted more than once for the same circumstances within a fiscal year, provided the total leave does not exceed 10 working days per fiscal year. Additional compassionate leave (clause 27.03) will be granted when 10 days leave with pay has already been utilized within a fiscal year.

27.09 Temporary Employees

For temporary employees, this Article will not apply.

27.10 Part-time Regular Employees

A part-time regular employee will be entitled to all leaves under this Article. However, pay for such leaves will be prorated in accordance with his/her regularly scheduled hours of work relative to the daily hours of a full-time established position in the same job title.

ARTICLE 28

WITNESS OR JURY DUTY

- 28.01** An employee who is required by law to serve jury duty or act as a witness will be granted leave with pay. Any fee received by him/her for such duty will be remitted to the Employer. However, this Article will not apply to any personal action where the employee is the plaintiff or defendant.
- 28.02** The employee will submit to his/her supervisor the document which requires him/her to appear as a witness or juror before being granted leave under this Article.
- 28.03** The employee scheduled to work day shift will work during those working hours that s/he is not required to attend the court proceedings. However, an employee, who is scheduled to work afternoon, evening or night shifts during the period of jury or witness duty, will be granted a leave with pay for an equivalent number of scheduled shifts during the period.

ARTICLE 29

MATERNITY AND PARENTAL LEAVE

Maternity Leave

- 29.01** Following one year of service, leave of absence without pay for more than 4 weeks to a maximum of 17 weeks for maternity reasons will be granted by the Employer with written notification to the supervisor and Human Resource Services and subject to the following conditions:
- (a) The employee will apply for maternity leave a minimum of 3 months prior to the expected date of birth.
 - (b) The date on which maternity leave will commence will be determined by the employee, in consultation with her physician, unless the pregnancy interferes with the performance of the duties of her position.
 - (c) The employee will advise of the anticipated return date.
- 29.02** An employee on approved maternity leave is entitled to return to the position she held immediately prior to going on leave. If her position no longer exists, she will be placed in alternate work of a comparable nature at the same rate of pay and benefits. An employee who wishes to resume her employment on expiration of her approved maternity leave will provide at least 2 weeks' notice in writing of the day she intends to resume employment. In the event the employee wishes to resume employment earlier than her intended date of return, she may do so under the following conditions:
- (a) one month following the birth of her baby if a medical certificate is provided; or
 - (b) 6 weeks following the birth of her baby if a medical certificate is not provided.
- 29.03** The employee is required to advise 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 for any health related portion of her absence. The employee will provide medical evidence from her physician specifying the portion of her maternity leave

attributable for any health related absence. If an employee opts to continue her benefit coverage with the Employer beyond the illness related portion of her leave, she must pre-pay her premiums for the non-medical portion of her leave.

29.04 Where an employee has resigned because of pregnancy and is re-employed within 24 months, the employee will have her previous unbroken period of service reinstated for the purposes of administering the terms and conditions of this Agreement including all leave entitlements.

29.05 A pregnant employee who satisfies the Employer, 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 will 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 4 months of pregnancy, which necessitates an absence of longer than 12 months, the employee may request further leave without pay.

29.06 Top Up Benefits

The Employer will provide top up benefits to eligible employees on maternity leave in accordance with the Employment Insurance Regulations and subject to the following conditions.

- (a) 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 25.07, and
 - (iii) she provides medical evidence from her physician specifying the portion of her maternity leave attributable for any health related absence.
- (b) 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.
- (c) The maternity top up benefit will provide the employee with 95% of gross earnings less deductions.
- (d) An employee who wishes to receive top up benefits will apply for Employment Insurance maternity benefits as soon as eligible.

Parental Leave

29.07 Following one year of service, leave of absence without pay to a maximum of 37 weeks will be granted to an employee for parental leave for his/her newborn or adopted child, with written notification to the supervisor and Human Resource Services and subject to the following conditions.

- (a) The employee will apply for leave a minimum of one month prior to the anticipated birth or adoption date, or provide as much notice as possible.
- (b) Such leave will commence no sooner than the actual birth or adoption date.
- (c) Such leave will commence no later than 52 weeks after the actual birth or adoption date.

- (d) An employee is required to advise Human Resource Services prior to the commencement of parental leave regarding continuation of benefit coverage for the duration of the leave. If the employee opts to continue benefit coverage with the Employer during his/her parental leave, s/he must prepay the premiums.

General

29.08 If an employee decides not to return to work and so advises the supervisor and Human Resource Services, benefit coverage as above will be maintained for the duration of the approved leave.

29.09 No employee will be eligible for leave under this Article that is in excess of 12 months, per birth or adoption, unless otherwise approved.

29.10 Temporary Employees

This Article will not apply to temporary employees appointed or employed for 12 months or less; however, such an employee will be entitled to apply her accumulated illness entitlement during the illness related portion of her pregnancy.

ARTICLE 30

LEAVE WITHOUT PAY

30.01 Where an employee applies for a leave of absence without pay, it will be granted subject to the approval of the Employer.

30.02 An employee may be granted leave of absence without pay to seek election for political office at the local, provincial or federal level. The leave period and other leave arrangements will be appropriate to the circumstances as approved by the Employer.

30.03 Upon written request, an elected Union official will be granted a leave of absence without pay. The Employer will continue all salary and benefits during the period of leave and will invoice the Union.

ARTICLE 31

BENEFIT PLANS

31.01 This Article became effective on January 1, 1990.

31.02 Alberta Health Care

The Employer will pay 100% of the premium cost of the Alberta Health Care Plan for each participating employee, for either single or family coverage.

31.03 Supplementary Health Care

- (a) The Employer will pay 100% of the premium cost of a Supplementary Health Care Plan for regular employees.

- (b) The details of benefits and eligibility will be governed by the Master Policy.

31.04 Dental Insurance

- (a) The Employer will pay 100% of the premium cost of a dental insurance plan for regular employees.
- (b) The details of benefits and eligibility will be governed by the Master Policy.

31.05 Basic Group Life Insurance

- (a) The Employer will pay 100% of the premium cost of a Basic Group Life Insurance Plan for regular employees.
- (b) The amount of coverage will be one times the employee's annual earnings, rounded up to the next highest \$100, with a minimum of \$15,000.
- (c) The details of benefits and eligibility will be governed by the Master Policy.

31.06 Long Term Disability (LTD)

- (a) The Employer will pay 100% of the premium cost of a Long Term Disability Plan for regular employees.
- (b) The Plan will provide for benefits of 70% of the employee's pre-disability gross salary. It will have an elimination period of 26 weeks, i.e. 130 working days.
- (c) While an employee is receiving LTD benefits, the Plan will pay, on behalf of the employee, the Employer's and the employee's pension contributions directly to the Public Service Pension Plan.
- (d) Where the employee receives LTD benefits, the following conditions will apply regarding return to work:
 - (i) The employee will be returned to the same or a similar position (job title) provided s/he is medically certified as capable of performing the normal job functions of the position (job title) within a 24 month period from the date the employee started receiving LTD benefits.
 - (ii) Consistent with the rehabilitative employment provisions of the LTD Plan, the Employer will provide rehabilitative employment, wherever possible. An employee offered such rehabilitative employment will have an obligation to accept it. Where a Department Head agrees to participate in a plan of rehabilitation for an employee, either in the employee's regular occupation or in another occupation, the department accepting such an employee who is not fully qualified will be reimbursed for the cost of salary and benefits up to a maximum of 6 months (LTD Plan 50% and Human Resources Development Fund 50%); thereafter the cost of salary and benefits will be the responsibility of the department.
 - (iii) After the 24 month period, the Employer will consider the likelihood of the employee being able to return to work within the foreseeable future. If it is likely

the employee will be capable of returning to work, the Employer will endeavour to return the employee to his/her former position or to a position s/he is medically certified as capable of performing.

- (e) Participating employees are eligible for coverage on the later of their date of hire or January 1, 1990. No benefit is payable for disabilities arising from a condition which existed prior to the effective date of the employee's coverage and for which s/he received treatment during the 6 month period prior to such date. This limitation of coverage no longer applies after the employee has been actively at work and continuously covered for a period of 12 consecutive months.
- (f) The parties agree that recipients of long term disability insurance benefits will 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.

31.07 Occupational Accidental Death and Dismemberment Insurance

- (a) The Employer will pay 100% of the premium cost of an Occupational Accidental Death and Dismemberment Insurance Plan for all employees. The amount of coverage will be \$25,000 for accidental death and various percentages of that amount for dismemberment as follows:

Loss of, or permanent and total loss of use of:	
Both hands	100%
Both feet	100%
Sight of both eyes	100%
One foot and sight of one eye	100%
One hand and one foot	100%
One hand and sight of one eye	100%
Speech and hearing	100%
Use of both arms	100%
Paralysis	100%
One arm or one leg	75%
One hand or one foot	66 2/3%
Sight of one eye	66 2/3%
Speech or hearing	50%
Thumb and index finger of either hand	33 1/3%
Hearing in one ear	16 2/3%

- (b) The Plan under clause 3 1.07 (a) will cover death or dismemberment sustained by an employee while performing Employer business. The coverage is in effect from the time the employee arrives at work until s/he leaves work.
- (c) The amount of coverage under clause 3 1.07 (a) will be increased to \$100,000 where death or dismemberment is sustained by an employee who is away from his/her normal place(s) of business and is travelling on Employer business. Such coverage is in effect 24 hours a day during the duration of travel.
- (d) The existing Employer regulations relating to reimbursement of expenses incurred while travelling on Employer business will remain in force for the duration of this Agreement.

31.08 Optional Group Life Insurance

The Employer will provide for regular employees an Optional Group Life Insurance Plan, of which 100% of the premium cost will be paid by each participating employee.

31.09 Optional Group Dependent Life Insurance

The Employer will provide for regular employees an Optional Group Dependent Life Insurance Plan, of which 100% of the premium cost will be paid by each participating employee.

31.10 Optional Accidental Death and Dismemberment Insurance

The Employer will provide for regular employees an Optional Accidental Death and Dismemberment Insurance Plan, of which 100% of the premium cost will be paid by each participating employee.

31.11 Benefits Guide and Consultation

The Employer and the Union have, through negotiations, provided various benefit programs for employees. A Benefits Guide will be published from time to time by the Employer and the Union to provide detailed information about these programs. Insured benefit programs are subject to the contracts between the Employer and the carriers, and self-insured programs are subject to the Employer’s plan documents. Both contracts and plan documents are referred to as the Master Policy in this Agreement. The Union will, however, be consulted on changes to the carriers of such contracts and plan documents. There must be mutual agreement to changes to the level of benefits contained in the plan documents.

31.12 Regular Recurring Employees

This Article will apply to regular recurring employees during the inactive period provided they prepay the premiums as indicated below. Failure to prepay premiums will result in a loss of coverage.

- (a) a full-time regular recurring employee will, prior to the inactive period, prepay the following premiums:

- 50% of the premium cost under clause 3 1.02, Alberta Health Care
- 100% of the premium costs under:

- clause 3 1.03 - Supplementary Health Care
- clause 3 1.08 - Optional Group Life Insurance
- clause 3 1.09 - Optional Group Dependent Life Insurance
- clause 3 1.10 - Optional Accidental Death and Dismemberment Insurance

The Employer will continue to pay 100% of the premiums for the following benefits:

- clause 3 1.04 - Dental Insurance
- clause 3 1.05 - Basic Group Life Insurance
- clause 3 1.06 - Long Term Disability

- (b) a part-time regular recurring employee will, prior to the inactive period, prepay the following premiums:

100% of the premium costs under:

- clause 31.02 - Alberta Health Care
- clause 31.03 - Supplementary Health Care
- clause 31.04 - Dental Insurance
- clause 31.05 - Basic Group Life Insurance
- clause 31.06 - Long Term Disability
- clause 31.08 - Optional Group Life Insurance
- clause 31.09 - Optional Group Dependent Life Insurance
- clause 31.10 - Optional Accidental Death and Dismemberment Insurance

31.13 Temporary Employees

For temporary employees only clauses 3 1.07 and 3 1.11 will apply. The Employer undertakes to make available a group Alberta Health Care Plan, of which 100% of the premium cost will be paid by each participating temporary employee.

ARTICLE 32

UNIVERSITY CREDIT COURSES

32.01 After one year of service, and on the recommendation of the Department Head, full-time employees will have tuition fees remitted for University of Alberta credit courses on the following basis:

- (a) The Employer will remit fees to a maximum of 18 units of course weight in a calendar year of which up to 12 units of course weight can be taken in the Fall and Winter terms
- (b) Remission of fees will include only instructional fees and will not cover books, supplies and other costs. An employee approved for tuition fees is not required to prepay the fees.
- (c) A maximum of 3 units of course weight per Term (Fall, Winter, Spring, Summer) may be taken during the employee's regular hours of work on the recommendation of the Department Head and on the mutual understanding that the employee's job requirements are fully met. Make up time arrangements between the Department Head and the employee will be finalized before approval will be granted. An employee on approved absence during regular 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) A separate request for remission must be provided for each academic session.
- (e) Employees are responsible for registration and providing proof of registration.
- (f) Approval of subsequent credit courses is contingent upon evidence of completion being submitted to the Department Head.

32.02 Part-time Employees

The provisions of this Article will apply, however, clauses 32.01 (a) and (c) will be amended as follows:

- (a) a part-time employee will have tuition fees remitted for 3 units of course weight in a calendar year, and
- (b) course(s) will be taken outside a part-time employee's normally scheduled hours of work.

32.03 This Article will also apply to employees at locations other than Edmonton.

ARTICLE 33

HUMAN RESOURCES DEVELOPMENT FUND

33.01 The Employer and the Union are committed to learning and development for Support Staff. As part of this commitment, the Employer has established a Human Resources Development Fund (the Fund). As of April 1st of each year, the Fund will be allocated \$400,000 to be administered by the Director, Individual and Organizational Effectiveness.

33.02 The purpose of the Fund is to enable employees to:

- (a) access learning opportunities (courses, workshops or seminars, excluding University credit courses under Article 32) that will improve the employee's performance in his/her current position or develop future job related skills,
- (b) access development opportunities when participating in rehabilitative employment as described in clause 31.06(d)(ii), or
- (c) access non-credit University of Alberta courses that enhance employee wellness (e.g. physical education, stress management).

33.03 The parties encourage discussion between the employee and his/her supervisor to identify learning and development plans and potential learning opportunities where the Fund may apply, as part of the on-going performance management process. However, the cost of job-specific training required by the Employer or legislation cannot be charged to the Fund.

- 33.04** (a) A regular employee will be entitled to a maximum of \$750 per fiscal year to fund learning opportunities which meet the criteria outlined in clause 33.02.
- (b) A regular employee may request permission to use his/her future annual entitlements to a maximum of \$2,250 for a specific program of studies offered by an approved post-secondary institution where the program is part of a long term learning plan that, in the judgement of the employee in consultation with his/her supervisor, meets the criteria outlined in clause 33.02.

Where the identical program of studies referred to in this clause is available at the University of Alberta, the employee will access that program.

Where such a program is approved under this Article, the employee will not be eligible for funding in the following 2 fiscal years.

- (c) A temporary employee will be entitled to a maximum of \$500 per fiscal year to fund learning opportunities which meet the criteria outlined in clause 33.02.
 - (d) Funding will include reimbursement for registration and course fees, course materials, examination fees and, where applicable, reasonable out-of-town expenses for travel, meals and accommodation, but will not cover membership fees.
 - (e) There will be no carry over of any unused portion of an employee's maximum entitlement to a subsequent fiscal year.
- 33.05** Learning opportunities under this Article may be accessed during an employee's regular hours of work, subject to the approval of his/her supervisor. Where the learning opportunity is of mutual benefit to the employee and the Department, the time off will be with pay. In other cases, make up time arrangements between the employee and the Department will be finalized prior to approval being granted. An employee on an approved absence during regular hours of work is not eligible for overtime compensation until the equivalent of working hours missed have been made up.
- 33.06** (a) The Department will pay course fees on behalf of the employee directly to the institution concerned and be reimbursed through the Fund upon providing proof of payment.
- (b) When an employee cancels, fails to attend or complete an approved learning opportunity without legitimate reasons, s/he will be fully responsible to reimburse the Fund for all costs associated with the cancellation.
- 33.07** (a) When funding has been approved and the employee is then advised that s/he is to be laid off, s/he will have the right to proceed with the learning opportunity regardless of its commencement date and the Employer will honour all approved reimbursement.
- (b) Subject to mutual agreement between the parties, individual limits for this funding may be waived for employees on layoff status or about to be laid off.
- 33.08** (a) No employee will have access to the Fund once s/he has left the employ of the Employer, subject to clause 33.07.
- (b) When an approved learning opportunity has commenced prior to the effective date of an employee's resignation or dismissal, the employee will not be required to repay any portion of the approved reimbursement to the Employer.
- (c) When an approved learning opportunity is to commence on or after the effective date of an employee's resignation or dismissal, the employee will either cancel the training or fully repay to the Employer all monies already paid on his/her behalf. The employee will be fully responsible for all costs associated with the cancellation.
- 33.09** Where, by no later than February 1, utilization figures indicate that there will likely be an unused portion of the Fund in that fiscal year, the Director, Individual and Organizational Effectiveness and the Union will jointly agree to:
- (a) adjust individual maximum entitlements for that fiscal year up to a maximum entitlement of \$1,500, and/or

- (b) use the unused portion to fund the development of learning opportunities for Employees.

33.10 Apprentices

Upon completion of 12 months of service, apprentices will be entitled to the provisions of this Article.

ARTICLE 34

RESIGNATION

34.01 Notice of Resignation

An employee will provide the Employer with 10 working days notice of resignation not including earned but unused vacation or compensating time off.

ARTICLE 35

DISCIPLINE

- 35.01 (a)** The Employer follows a progressive process of discipline. The Employer may discipline, demote or dismiss an employee for just cause.
- (b) Discipline should be administered in a timely manner and maintain the employee's dignity **and** self-respect. Therefore managers and supervisors should first meet with employees to communicate concerns about an employee's performance or conduct. Written correspondence in any form may be used as a follow up to an in-person meeting.

35.02 Non-Disciplinary Actions

The following circumstances do not constitute disciplinary actions:

- (a) **Coaching**

When there are concerns about an employee's performance or conduct, the in-scope supervisor or manager will, as part of the ongoing process of performance management, meet with the employee and make every reasonable effort to clarify expectations, address issues or provide guidance to assist the employee to correct the problem.

- (b) **Letter of Counselling**

An in-scope supervisor or the manager may give an employee a letter of counselling designed to improve the employee's performance or conduct, which outlines performance expectations. The employee may provide a written rebuttal to the Employer's letter of counselling within a reasonable time. Neither the letter of counselling or the rebuttal will be placed on the employee's Personnel File.

(c) **Relief of Duty with Pay**

An employee may be relieved of duty with pay during an investigation that may lead to discipline and the attendance of the employee at work would hinder the investigation.

35.03 Pre-Disciplinary Actions

(a) **Consultation with Employee Relations**

Managers will consult with Employee Relations prior to taking any disciplinary action.

(b) **Investigation**

If a manager is considering disciplinary action, an investigation into the matter may be necessary to ascertain all the relevant facts prior to making any final disciplinary determination. 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 Union Steward in attendance and the Employer will inform the employee of this right.

35.04 Employee Waiver

An employee has the right to have a Union Steward present during any investigation interview or disciplinary meeting. However, an employee may waive his/her right to representation by signing the waiver form in Appendix "P". A copy of the signed waiver form will be sent to Employee Relations. An employee may repeal his/her waiver, in writing to Employee Relations, at anytime during the discipline process.

35.05 An employee notified of an investigation interview or formal disciplinary meeting, and who then makes a claim under Article 25, Illness & Proof of Illness, will have no extraordinary rights under this Article.

35.06 Disciplinary Actions and Due Process

The progressive discipline process outlined below provides for increasingly serious actions to be taken by the Employer if a problem with an employee's conduct or performance is not resolved after using the appropriate non-disciplinary actions. The Employer will follow this process in sequential order, except when the particular circumstances of a case justify moving immediately to a more serious action.

(a) **Disciplinary Meeting**

- (i) When the Employer has made a determination that an employee will be disciplined, the employee will be notified that a meeting will be convened specifically for that purpose and advise the employee of their right to Union representation.
- (ii) The Employer will hold a disciplinary meeting with the employee.

(iii) Prior to taking any disciplinary action, the Employer will discuss the proposed action with the Union Steward or a Union Representative, provided the employee has not waived his/her right per clause 35.04.

(b) **Written Reprimand**

A written reprimand given to an employee by the Employer will include reasons for the reprimand and expectations for future performance or conduct.

(c) **Suspension Without Pay**

Where a suspension without pay is given to an employee, the Employer will provide written reasons to the employee that includes the length and time of the suspension, and expectations for future performance or conduct.

(d) **Demotion**

Where an employee is demoted, the Employer will provide written reasons to the employee including expectations for future performance or conduct.

(e) **Dismissal**

Where an employee is dismissed, the Employer will provide written reasons to the employee.

(f) **Written Verification of Disciplinary Action**

Copies of written verifications of disciplinary action will be provided to Employee Relations and to the Union provided the employee has not waived his/her right per clause 35.04

(g) **Employee Written Rebuttal**

The employee may provide a written rebuttal to the Employer of any disciplinary action taken. Copies will be given to Employee Relations and the Union, provided the employee has not waived his/her right per clause 35.04.

35.07 Access to Dispute Resolution Process

The employee will have the right to apply Article 37, Dispute Resolution Process, following any disciplinary action.

35.08 Notification If Employee Unavailable For Disciplinary Meeting

If the employee is unavailable for a disciplinary meeting, the notification of discipline will be deemed received if personally delivered or mailed by prepaid registered mail. When the notice is mailed, it will be deemed received within 5 days of the date of mailing.

35.09 Employee Review of Personnel File

By written request, an employee will be entitled to examine the contents of his/her Personnel File in Human Resource Services during regular hours of work. By employee written request, adverse reports and disciplinary actions more than 2 years old will be cleared from the employee's Personnel File if no further adverse reports or disciplinary actions have been submitted.

35.10 Apprentices

For apprentices, this Article will not apply to the conclusion of the employment relationship which arises either by the conclusion of the apprenticeship program or the failure on the part of the apprentice to meet the requirements of the **Apprenticeship and Industry Training Act** or Regulations, including but not limited to the requirements to attend trade school; and no grievance will be tiled on account thereof.

ARTICLE 36

POSITION ABANDONMENT

36.01 An employee absent from employment without permission and without informing the Employer will, after 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 Employer.

ARTICLE 37

DISPUTE RESOLUTION PROCESS

37.01 General Principles

(a) Recognition

The Employer and the Union will work together to foster a collegial and productive workplace. Working together requires a commitment to frequent and open communications and joint problem solving on matters affecting the Collective Agreement and/or the Union-Management relationship.

The purpose of the dispute resolution' process is to resolve problems, complaints and grievances, between the Union and the Employer, in a timely and effective fashion, and to maintain harmonious working relations.

Both parties recognize their collective duties and responsibilities in these matters,

(b) Disclosure

The parties will disclose all information/documentation concerning the dispute at the earliest possible opportunity.

(c) **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 4 of the Grievance Procedure.

(d) **Grievance Application**

It is the intent of the parties that only one grievance type be dealt with on a particular matter and that said 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 will 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.

(e) **Grievance Replies**

All grievances will have replies in writing stating reasons with copies to the employee(s), the Union, affected supervisors and/or the Designated Employer Representative as the case may be, and Employee Relations.

(f) **Time Limits**

Any of the time limits outlined in this Article may be extended or placed in abeyance upon mutual agreement in writing of the parties. All of the time limits referred to in this Article will 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 will 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 will be deemed wholly at an end.

(g) **Designated Employer Representative (DER)**

For the purpose of this Article, the Employer will name the Designated Employer Representative (DER) at Step 2 and provide this information to the Union. The DER will be a senior administrative level representative with the authority to resolve the dispute.

(h) **Designated Official of the Union**

For the purpose of this Article, the Union will notify Employee Relations of the name of the individual who is the Designated Official of the Union.

37.02 Definition of Grievance Types

(a) **Individual Grievance**

An individual grievance will be defined as any difference arising out of the interpretation, application, operation, administration, or alleged violation of the Collective 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, recall), such grievance will be initiated at Step 3 of the Grievance Procedure.

(b) **Group Grievance**

A group grievance will be defined as any difference arising out of the interpretation, application, operation, administration, or alleged violation of the Collective Agreement, and including any dispute as to whether the difference is arbitrable, concerning 2 or more employees in the same Department. Such grievance will be initiated at Step 2 of the Grievance Procedure.

(c) **Policy Grievance**

A policy grievance will 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 and/or more than one employee in more than one department. Such grievance will be initiated at Step 3 of the Grievance Procedure.

(d) **Written Grievance Information**

A formal written grievance will 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) and his/her department(s);
- (iv) the remedy sought;
- (v) the Article(s) of the Agreement allegedly violated or the alleged occurrence said to have caused such grievance;
- (vi) signature of the Designated Official of the Union.

37.03 Procedure

Employee's Right to Representation

An employee's right to representation by the Union is recognized as identified in this Article, and will not be bypassed in this dispute resolution process.

Facilitation

At any step in this procedure the Union and/or Employee Relations may be asked to assist in achieving a resolution.

Expectations

The parties to this agreement are committed to resolving problems at the earliest possible step of the procedure.

Step 1 Immediate Supervisor

If a dispute arises between the Employer and an employee, the employee will first seek to resolve the dispute through a problem solving discussion with his/her immediate supervisor within 10 days of the time the employee should reasonably have become aware of the action or matter giving rise to the dispute. The immediate supervisor's response will be provided to the employee in writing within 5 days of the discussion. If the dispute is not resolved satisfactorily, it may then be advanced to Step 2 within 10 days of receipt of the immediate supervisor's response.

Step 2 Designated Employer Representative

If a dispute has been advanced to Step 2, the employee, the Union and all parties immediately affected by the dispute, as determined by the parties, will seek to resolve the dispute at a problem solving discussion with the DER. If an acceptable resolution cannot be achieved, the DER will, after considering all relevant facts, make a determination and provide a written response to the employee and the Union within 5 days of the discussion with a copy to Employee Relations. If the dispute is not resolved satisfactorily, it may then become a grievance and be advanced to Step 3 within 10 days of receipt of the DER's response.

Step 3 Director of Employee Relations & Employment Services

The grievance will be submitted in writing to the Director, ER & ES, with a copy to the AVP (HRS). When a grievance has been submitted at Step 3 of this procedure, the Union and the Director will hold a problem-solving meeting to attempt to resolve the grievance. The meeting will be held within 10 days of receipt of the grievance by the Director. Where a resolution has been reached the agreement will be committed to writing and circulated to all parties involved. If the grievance cannot be resolved through discussion, the Director will, after considering all relevant facts, make a final determination regarding the outcome of the grievance. The Director will communicate this determination to the Union within 5 days of the meeting. If the grievance is not resolved to the satisfaction of the Union, it may be advanced to Step 4 within 30 days of receipt of the Director's response.

Step 4 Arbitration

Either party may submit a grievance to arbitration. After having submitted the grievance to arbitration, the parties may agree to further attempts to resolve the issue through mediation.

37.04 Mediation

The purpose of mediation in the grievance process is to assist the parties in reaching a resolution of the grievance and anything said, proposed, generated or prepared for the purpose of trying to achieve a settlement is to be considered privileged and will not be used for any other purpose including any subsequent arbitration proceeding. The mediator will be confined to the issue in dispute. The mediator will be chosen by mutual agreement and all expenses of the mediator will be borne equally by both parties.

37.05 Arbitration

- (a) Either party may advance the dispute to arbitration, will notify the other party in writing of its intention to do so, and
 - (i) name its nominee to the board of arbitration; or
 - (ii) state its desire to consider the, appointment of a single arbitrator.
- (b) Within 5 days after receipt of notification provided for in clause 37.05 (a), the party receiving such notice will:
 - (i) inform the other party of the name of its nominee to a board of arbitration; or
 - (ii) arrange to discuss with the other party the selection of a single arbitrator.
- (c) The parties may select one person to act as a sole arbitrator to whom any such grievance may be submitted for arbitration and such person will have the same powers and be subject to the same restriction as a board of arbitration appointed under this Agreement.
- (d) Where agreement cannot be reached on a single arbitrator, a board of arbitration will be established.

Where the nominees to a board have been named by the parties, they will within 10 days endeavour to select a mutually acceptable chairperson for the arbitration board. The nominees will consider arbitrators both on and off the attached roster (Appendix R). If they are unable to agree the parties will appoint a person from the roster.

- (e) The following conditions will apply to the powers of the arbitrator. The arbitrator may:
 - (i) require production, in advance of the hearing, of documents deemed relevant to the grievance;
 - (ii) examine any witnesses deemed relevant to the grievance;
 - (iii) assist the parties in mediating a resolution of the grievance;
 - (iv) not change, amend, alter or modify any of the terms of this Agreement;
 - (v) in matters relating to disciplinary action, reinstate an employee with or without compensation for wages and/or benefits; and/or make any other award s/he may deem just and reasonable that would be consistent with the terms of the Agreement.
- (f) The arbitrator will have the responsibility to:
 - (i) arbitrate the matter and confine the decision to the issues in dispute;
 - (ii) determine his/her own procedure and give full opportunity to the parties to present evidence and to be heard;
 - (iii) hear and determine the merits of the grievance and issue an award in writing to the parties within 30 days of the conclusion of the hearing;
 - (iv) where requested, determine whether a particular matter is arbitrable under this Agreement.
- (g) Any arbitration decision will be final and binding upon the parties and upon any employee affected by the decision.

- (h) The decision will be one reached by a majority of the members of the board of arbitration. However, if there is no majority decision, then the decision of the Chair will constitute the final binding decision.
- (i) Each party will bear the expenses and costs of their respective presentation and the parties will equally share the fees and expenses of the arbitrator.
- (j) The parties will 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 grievance to be placed before the board of arbitration; and
 - (iii) of the right of that third party to be present and represented.
- (k) The parties will annually review the approved Roster of Mediators/Arbitrators as contained in Appendix R, for the purpose of revision.

ARTICLE 38

JOB EVALUATION

38.01 Employer's Right To Determine Job To Be Performed/Job Description

It is the Employer's right to determine the job that is to be performed and the performance expectations/standards relating to the job.

38.02 Job Documentation

- (a) "Job Fact Sheet" is the document used by the Employer for the purposes of job evaluation.
- (b) "Job Description" is that component of the Job Fact Sheet which summarizes the duties of the position and includes the qualifications.
- (c) The Employer will strive to ensure that a Job Description exists for each position of greater than 12 months duration. Human Resource Services (HRS) will provide copies of these descriptions to the Union, along with the assigned grade level and job family (see Article 19 and Appendix F). Where the parties agree, a written description of temporary jobs of less than 12 months duration may be prepared.
- (d) The Department Head will ensure that the Job Descriptions are kept current and will provide HRS and the incumbent with a copy of the current Job Description.
- (e) The Department Head will provide a copy of the Job Description noted in clause 38.02 (c) to employees upon the date of hire. Prior to the conclusion of the employee's probationary period, the employee and their supervisor will discuss the Job Description to ensure the employee understands their job duties.

38.03 Job Documentation Process

- (a) Every effort will be made to ensure that Job Fact Sheets are written jointly by the supervisor and the employee, and, upon completion, signed by each.
- (b) Completed Job Fact Sheets will be reviewed and approved by the Department Head prior to forwarding to HRS. The Department Head may add additional comments to the Job Fact Sheet, a copy of which will be provided to the employee.
- (c) The process of writing, signing, and forwarding Job Fact Sheets to HRS noted under clauses 38.03 (a) and (b) should not exceed 90 calendar days from initiation by the employee under clause 38.05.
- (d) If any difficulties arise in completing the Job Fact Sheet or in agreeing on its contents, the employee, supervisor or Department Head may request the assistance of HRS to mediate and resolve the difficulties. The employee may be accompanied by their Union Steward to assist the employee in presenting their concerns. Failing agreement, HRS and the Department Head will determine the appropriate content of the Job Fact Sheet.

38.04 Position Evaluation Process

- (a) Positions will be evaluated in accordance with the Employer's Job Evaluation Plan.
- (b) Requests for position evaluation are to be submitted in writing to HRS. HRS will acknowledge receipt of the request to the Department Head and employee within 10 working days, and provide a time for the completion of the evaluation/audit. Requests for evaluation must be accompanied by a current Job Fact Sheet which includes the Job Description and an organizational chart.
- (c) HRS will review the Job Fact Sheet, evaluate the job (including determining the base pay grade level and job family), and communicate the results to the Department Head, the Union and the employee.
- (d) Unless a job has significantly changed, HRS will not normally re-evaluate a position if an evaluation and/or appeal has been concluded within the preceding 12 months.
- (e) Where a vacant position has been re-evaluated and results in a change in grade, the Union may notify HRS of any concerns it has respecting the re-evaluation and grade change.

38.05 Requests By Employees For A Review Of Job Duties/Evaluation

- (a) An employee may initiate a review of their job description or its evaluation in writing to the Department Head, commencing with the process described under clause 38.03.
- (b) The effective date of employee requests will normally be the date the employee and supervisor signed off the Job Fact Sheet under clause 38.03 (a).

38.06 Requests By Department Heads For A Review Of Job Duties/Evaluation

- (a) A Department Head may initiate a review of a job description or its evaluation, commencing with the process described under clause 38.03.
- (b) The effective date of Department Head requests will normally be no earlier than the date of receipt of all required documentation by HRS.

38.07 New Jobs

New jobs may be created during the term of this Agreement. The Employer will evaluate new jobs and notify the Union of the results of the evaluation. In the event that the Union disagrees with the evaluation decision, an appeal may be initiated by the Union in accordance with Article 39.

38.08 Appeals

An employee or Department Head may appeal an evaluation in accordance with Article 39. Such an appeal will not be considered a grievance under Article 37 of this Agreement.

38.09 Re-Evaluation to a Higher Grade Level

- (a) When a position is re-evaluated to a higher grade level, the employee will be entitled to a pay increase. The new base pay will be no less than one full increment above his/her current pay, or the minimum of the new grade level, whichever is greater.
- (b) The effective date of the increase will be pursuant to clauses 38.05 (b) or 38.06 (b). The employee's performance review period and future increments will not be affected.

38.10 Re-Evaluation to a Lower Grade Level

- (a) When a position is re-evaluated to a lower grade level, the employee's base pay will remain unchanged. If the employee's base pay is below the long service maximum for the re-evaluated job, their performance review period and future increments will not be affected.
- (b) If his/her base pay is at or above the long service maximum for the re-evaluated position, the base pay will remain unchanged, "red-circled", and s/he will not be eligible for increments until such time that his/her base pay falls within the salary range of the grade of the re-evaluated position.

ARTICLE 39

JOB EVALUATION APPEALS

39.01 Purpose

The purpose of the Job Evaluation Appeals process is to provide a method of resolving appeals relating to the evaluation of positions and/or the allocation of positions to job families under Article 38. It is not the intent of the Appeals process to address minor changes to job duties or

concerns relating to the content of job descriptions. An appeal may be submitted where an employee or Department Head believes an evaluation does not reflect current job duties or the allocation of a position to a job family is in question.

39.02 Job Evaluation Appeals Procedure

- (a) Appeals by an employee or Department Head will be initiated in writing within 60 days from the date of the most recent evaluation of the position. Appeals will be submitted to the Director, ER & ES, with copies to the immediate supervisor, employee and the Department Head (as the case may be). The Director will forward a copy of the appeal to the Chair of the Job Evaluation Appeals Committee (JEAC). The written appeal will include the reasons for the appeal and any corroborating information.
- (b) The Director, ER & ES (or designee), will, within 20 days from the date of submission of the appeal, reply in writing to the appellant. The reply will state either (1) the reasons for success or failure of the appeal, or (2) the name of the job analyst with whom the appellant is to meet on the matter.
- (c) The job analyst will tender a report within 60 days of receipt of the appeal. The report will be submitted to the Director, ER & ES. Within 5 days of receipt of the job analyst's report, the Director, ER & ES, will write to the parties to the appeal, stating the reasons for the success or failure of the appeal.

39.03 Advancement of Appeals

Where the appellant is dissatisfied with the response of the Director, ER & ES, the appellant will, within 20 days of the written reply file a written appeal to the Chair of the JEAC. The appeal must include: (1) the original documentation submitted under clause 39.02, and (2) the response by the Director, ER & ES, and (3) any additional information the appellant may wish to provide. The appellant will provide copies of the notice of appeal and any additional information submitted under clause 39.03 to the Director, ER & ES. If the employee chooses, the employee may request the assistance of the Union.

39.04 The Job Evaluation Appeals Committee (JEAC)

- (a) Composition: The JEAC will consist of 5 designated members:
 - (i) 2 members appointed by the Vice-President (Finance and Administration)
 - (ii) 2 members appointed by the Union, and
 - (iii) a Chair mutually agreed to by the Vice-President (Finance and Administration) and the Union.
 - (iv) Each party may appoint up to 3 alternate members.
- (b) Terms of Reference: The JEAC will operate within the following terms of reference:
 - (i) The Committee will consider all appeals. It has the power to amend the evaluation of a position. Further, the Committee has the power to allocate a position to a job family, provided that the allocation does not modify the structure or organization of the job families.
 - (ii) The Committee will have the power to:
 - (1) set its own procedure;

- (2) set the place, date and time for a hearing;
- (3) determine the admissibility of any information brought before it, and
- (4) seek whatever necessary information or clarification from involved persons including, but not limited to:
 - the Department Head or designee,
 - the employee,
 - the employee's supervisor(s), or
 - Human Resource Services.
- (iii) Notwithstanding clause 39.04(b)(ii)(2), the Committee will hold a hearing within 20 working days from the date of receipt of the appellant's written appeal under clause 39.03.
- (iv) The Committee will give all parties concerned full opportunity to present and rebut information at the appeal hearing.
- (v) The decision of the majority of the Committee members will be the decision of the Committee. Where there is no majority decision, the decision of the Chair will be the decision of the Committee.
- (vi) The Chair of the Committee will, within 10 days from the date of the hearing under clause 39.04(b)(iii), render the written decision of the Committee of which a copy will be forwarded to the employee, the Department Head, the Director, ER & ES, and the Union, if representing or assisting the employee. The Chair's response will include the reasons for and rationale behind the Committee's decision. The decision will be final and binding on the position under appeal and be without prejudice to any other positions.

(c) Training: All members will be trained in the Employer's Job Evaluation Plan.

39.05 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 39.02, or
- (b) the appellant and/or Human Resource Services and the Chair, JEAC, in the case of clause 39.03.

Such consent will not be unreasonably withheld.

39.06 Subsequent Appeals

Where the JEAC has heard an appeal under clause 39.04, 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,

39.07 Limitations

This Article will not apply to apprentices.

ARTICLE 40

JOINT COMMITTEE ON JOB EVALUATION SYSTEM

40.01 The purpose of the Committee is to monitor and review the effectiveness of the job evaluation system and its pay structure, and by consensus make recommendations to the parties on changes.

The Committee will be composed of 2 representatives of each party.

The Committee will meet at the request of either party, but no less than once per year.

ARTICLE 41

DISCRIMINATION AND HARASSMENT COMPLAINTS

41.01 There will be no discrimination, restriction or coercion exercised or practiced by either party in respect of any employee by reason of age, race, colour, creed, national origin, political or religious belief, sex, sexual orientation, marital status, physical disability or in respect of an employee's or Employer's exercising any right conferred under this Agreement or any law of Canada or Alberta.

Note: The remainder of this Article is to be suspended. The new article (Discrimination and Harassment Complaints) is under development pending tripartite discussions. In the interim, see Appendix D: Interim Procedure – Article 37A Dispute Resolution Process.

ARTICLE 42

DURATION OF AGREEMENT AND COLLECTIVE BARGAINING

42.01 Unless otherwise expressly provided herein, this Agreement will take effect from the date of ratification to March 31, 2002. This Agreement will remain in effect thereafter until a replacement Agreement comes into force.

42.02 Notice to Commence Collective Bargaining

- (a) Either party may give the other notice in writing of its intention to commence bargaining with a view to striking a new Agreement, not less than 30 nor more than 90 days prior to the expiry date of this Agreement. At the first meeting between the parties following such notice, the parties will simultaneously exchange their respective total proposal, whereupon neither party will table any further new and unrelated proposal except by mutual agreement. Notwithstanding the above, the parties may, by mutual agreement, adopt a different procedure.
- (b) Where notice to commence collective bargaining has been served by either party, a negotiating committee will be appointed normally consisting of 4 persons appointed by the Employer and 4 persons appointed by the Union.
- (c) Any notice required to be given will be deemed to have been sufficiently given or served if personally delivered or mailed in a prepaid registered envelope. Where notice is

mailed in a prepaid registered envelope addressed to the appropriate party, it is deemed to have been received within 2 days of the date of mailing.

- (d) Notice for the purpose of this Agreement will be addressed in the case of the Employer, to the AVP(HRS), or in the case of the Union, to the Manager, Non-Academic Staff Association.

42.03 Conclusion of an Agreement

- (a) The negotiating committees will consider the proposals and, within a period of 3 months from the date of the notice, or such longer period as mutually agreed upon by the parties, will transmit its report to the Employer and to the membership of the Non-Academic Staff Association and its report will contain:
 - (i) its recommendations for settlement of the proposals, and
 - (ii) the proposals on which the parties are in dispute, if any.
- (b) Within 14 days of the receipt of the report of the negotiating committees, the Employer and the Executive of the Union will each advise the other party whether the recommendations are in whole or in part accepted or rejected.
- (c) Where recommendations have been made by the negotiating committees covering all proposals and where such recommendations are accepted by both the Employer and the Union the recommendations are binding on both parties and they will give effect to them in accordance with the terms of a written agreement, to be executed by the parties.

42.04 Collective bargaining disputes will be settled in accordance with the provisions of the Act.

42.05 The Employer agrees to provide to the Union such available statistical information, relating to employees in the bargaining unit and pertaining to the provisions of the Agreement, provided the release of the information is not in violation of any legislation, and provided the cost involved is borne by the Union at the option of the Employer.

Signed this _____ day of _____, 2001.

On Behalf of the Governors
of the University of Alberta

On Behalf of the Non-Academic
Staff Association

APPENDIX A

HOURLY RATE EFFECTIVE APRIL 1, 2000

**LONG SERVICE
INCREMENTS**

	1	1.5	2	2.5	3	3.5	4	4.5	5	5.5	6	6.5	7	8	9
1	9.46	9.65	9.83	9.99	10.16	10.34	10.51	10.70	10.89	11.09	11.27	11.47	11.66	12.07	12.50
2	10.22	10.40	10.58	10.77	10.97	11.17	11.37	11.55	11.75	11.96	12.17	12.39	12.59	13.03	13.48
3	11.23	11.43	11.62	11.84	12.04	12.25	12.46	12.69	12.91	13.14	13.35	13.59	13.83	14.32	14.83
4	12.25	12.47	12.69	12.91	13.14	13.37	13.60	13.83	14.05	14.32	14.58	14.84	15.10	15.62	16.17
5	13.37	13.62	13.87	14.12	14.37	14.63	14.89	15.16	15.44	15.72	16.00	16.29	16.57	17.17	17.79
6	14.64	14.91	15.18	15.48	15.76	16.05	16.34	16.65	16.97	17.28	17.60	17.93	18.24	18.94	19.62
7	15.93	16.24	16.55	16.87	17.18	17.51	17.85	18.20	18.53	18.89	19.25	19.61	19.98	20.76	21.53
8	17.23	17.58	17.93	18.27	18.61	18.97	19.33	19.72	20.10	20.50	20.88	21.30	21.73	22.56	23.42
9	18.64	19.00	19.38	19.78	20.18	20.59	20.99	21.40	21.83	22.28	22.72	23.19	23.64	24.58	25.56
10	20.07	20.49	20.89	21.34	21.79	22.24	22.67	23.15	23.61	24.11	24.59	25.10	25.60	26.67	27.75
11	21.50	21.96	22.42	22.90	23.37	23.87	24.37	24.88	25.39	25.93	26.46	27.03	27.59	28.75	29.94
12	22.91	23.41	23.90	24.43	24.95	25.50	26.04	26.60	27.15	27.75	28.34	28.95	29.57	30.83	32.15
13	25.25	25.81	26.35	26.96	27.54	28.16	28.78	29.42	30.06	30.72	31.38	32.07	32.77	34.22	35.73
14	27.38	28.01	28.62	29.29	29.94	30.64	31.31	32.03	32.74	33.48	34.23	35.01	35.79	37.38	39.06
15	29.60	30.31	30.99	31.72	32.43	33.19	33.95	34.74	35.53	36.35	37.18	38.05	38.92	40.68	42.56

Note: Tradesperson in the following Trades Job Titles will be paid in accordance with the appropriate grade of base pay, beginning at Step 7.

Sheet Metal Mechanic	Sheet Metal Foreman	Drywall/Taper
Pipefitter	Pipefitter Foreman	Insulation Mechanic
Bricklayer	Bricklayer Foreman	Plasterer
Electrician	Electrician Foreman	Machinist
Painter	Painter Foreman	
Cabinet Maker	Cabinet Maker Foreman	
Carpenter	Carpenter Foreman	
Millwright	Millwright Foreman	
Refrigeration Mechanic	Refrigeration Mechanic Foreman	
Controls Fitter	Controls Fitter Foreman	

Note: For Class III Steam Engineers employed in the Power Plant and the Cooling Plant (Operator IIs), see Appendix I for applicable salary treatment.

Provided for Information Purposes Only

APPENDIX A
Effective April 1, 2000

MONTHLY RATES FOR A 35 HOUR WORK WEEK

Formula for calculation of monthly rate: (hourly rate x 1820 hours per year) divided by 12 = monthly rate

	STEP														
	1	1.5	2	2.5	3	3.5	4	4.5	5	5.5	6	6.5	7	8	9
1	1,434.77	1,463.58	1,490.88	1,515.15	1,540.93	1,568.23	1,594.02	1,622.83	1,651.65	1,681.98	1,709.28	1,739.62	1,768.43	1,830.62	1,895.83
2	1,550.03	1,577.33	1,604.63	1,633.45	1,663.78	1,694.12	1,724.45	1,751.75	1,782.08	1,813.93	1,845.78	1,879.15	1,909.48	1,976.22	2,044.47
3	1,703.22	1,733.55	1,762.37	1,795.73	1,826.07	1,857.92	1,889.77	1,924.65	1,958.02	1,992.90	2,024.75	2,061.15	2,097.55	2,171.87	2,249.22
4	1,857.92	1,891.28	1,924.65	1,958.02	1,992.90	2,027.78	2,062.67	2,097.55	2,130.92	2,171.87	2,211.30	2,250.73	2,290.17	2,369.03	2,452.45
5	2,027.78	2,065.70	2,103.62	2,141.53	2,179.45	2,218.88	2,258.32	2,299.27	2,341.73	2,384.20	2,426.67	2,470.65	2,513.12	2,604.12	2,698.15
6	2,220.40	2,261.35	2,302.30	2,347.80	2,390.27	2,434.25	2,478.23	2,525.25	2,573.78	2,620.80	2,669.33	2,719.38	2,766.40	2,872.57	2,975.70
7	2,416.05	2,463.07	2,510.08	2,558.62	2,605.63	2,655.68	2,707.25	2,760.33	2,810.38	2,864.98	2,919.58	2,974.18	3,030.30	3,148.60	3,265.38
8	2,613.22	2,666.30	2,719.38	2,770.95	2,822.52	2,877.12	2,931.72	2,990.87	3,048.50	3,109.17	3,166.80	3,230.50	3,295.72	3,421.60	3,552.03
9	2,827.07	2,881.67	2,939.30	2,999.97	3,060.63	3,122.82	3,183.48	3,245.67	3,310.88	3,379.13	3,445.87	3,517.15	3,585.40	3,727.97	3,876.60
10	3,043.95	3,107.65	3,168.32	3,236.57	3,304.82	3,373.07	3,438.28	3,511.08	3,580.85	3,656.68	3,729.48	3,806.83	3,882.67	4,044.95	4,208.75
11	3,260.83	3,330.60	3,400.37	3,473.17	3,544.45	3,620.28	3,696.12	3,773.47	3,850.82	3,932.72	4,013.10	4,099.55	4,184.48	4,360.42	4,540.90
12	3,474.68	3,550.52	3,624.83	3,705.22	3,784.08	3,867.50	3,949.40	4,034.33	4,117.75	4,208.75	4,298.23	4,390.75	4,484.78	4,675.88	4,876.08
13	3,829.58	3,914.52	3,996.42	4,088.93	4,176.90	4,270.93	4,364.97	4,462.03	4,559.10	4,659.20	4,759.30	4,863.95	4,970.12	5,190.03	5,419.05
14	4,152.63	4,248.18	4,340.70	4,442.32	4,540.90	4,647.07	4,748.68	4,857.88	4,965.57	5,077.80	5,191.55	5,309.85	5,428.15	5,669.30	5,924.10
15	4,489.33	4,597.02	4,700.15	4,810.87	4,918.55	5,033.82	5,149.08	5,268.90	5,388.72	5,513.08	5,638.97	5,770.92	5,902.87	6,169.80	6,454.93

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Provided for Information Purposes Only

APPENDIX A
Effective April 1, 2000

MONTHLY RATES FOR A 37.5 HOUR WORK WEEK

Formula for calculation of monthly rate: (hourly rate x 1950 hours per year) divided by 12 = monthly rate

GRADE	STEP														8	9
	1	1.5	2	2.5	3	3.5	4	4.5	5	5.5	6	6.5	7			
1	1,537.25	1,568.12	1,597.37	1,623.37	1,651.00	1,680.25	1,707.87	1,738.75	1,769.62	1,802.12	1,831.37	1,863.87	1,894.75		1,961.37	2,031.25
2	1,660.75	1,690.00	1,719.25	1,750.12	1,782.62	1,815.12	1,847.62	1,876.87	1,909.37	1,943.50	1,977.62	2,013.37	2,045.87		2,117.37	2,190.50
3	1,824.87	1,857.37	1,888.25	1,924.00	1,956.50	1,990.62	2,024.75	2,062.12	2,097.87	2,135.25	2,169.37	2,208.37	2,247.37		2,327.00	2,409.87
4	1,990.62	2,026.37	2,062.12	2,097.87	2,135.25	2,172.62	2,210.00	2,247.37	2,283.12	2,327.00	2,369.25	2,411.50	2,453.75		2,538.25	2,627.62
5	2,172.62	2,213.25	2,253.87	2,294.50	2,335.12	2,377.37	2,419.62	2,463.50	2,509.00	2,554.50	2,600.00	2,647.12	2,692.62		2,790.12	2,890.87
6	2,379.00	2,422.87	2,466.75	2,515.50	2,561.00	2,608.12	2,655.25	2,705.62	2,757.62	2,808.00	2,860.00	2,913.62	2,964.00		3,077.75	3,188.25
7	2,588.62	2,639.00	2,689.37	2,741.37	2,791.75	2,845.37	2,900.62	2,957.50	3,011.12	3,069.62	3,128.12	3,186.62	3,246.75		3,373.50	3,498.62
8	2,799.87	2,856.75	2,913.62	2,968.87	3,024.12	3,082.62	3,141.12	3,204.50	3,266.25	3,331.25	3,393.00	3,461.25	3,531.12		3,666.00	3,805.75
9	3,029.00	3,087.50	3,149.25	3,214.25	3,279.25	3,345.87	3,410.87	3,477.50	3,547.37	3,620.50	3,692.00	3,768.37	3,841.50		3,994.25	4,153.50
10	3,261.37	3,329.62	3,394.62	3,467.75	3,540.87	3,614.00	3,683.87	3,761.87	3,836.62	3,917.87	3,995.87	4,078.75	4,160.00		4,333.87	4,509.37
11	3,493.75	3,568.50	3,643.25	3,721.25	3,797.62	3,878.87	3,960.12	4,043.00	4,125.87	4,213.62	4,299.75	4,392.37	4,483.37		4,671.87	4,865.25
12	3,722.87	3,804.12	3,883.75	3,969.87	4,054.37	4,143.75	4,231.50	4,322.50	4,411.87	4,509.37	4,605.25	4,704.37	4,805.12		5,009.87	5,224.37
13	4,103.12	4,194.12	4,281.87	4,381.00	4,475.25	4,576.00	4,676.75	4,780.75	4,884.75	4,992.00	5,099.25	5,211.37	5,325.12		5,560.75	5,806.12
14	4,449.25	4,551.62	4,650.75	4,759.62	4,865.25	4,979.00	5,087.87	5,204.87	5,320.25	5,440.50	5,562.37	5,689.12	5,815.87		6,074.25	6,347.25
15	4,810.00	4,925.37	5,035.87	5,154.50	5,269.87	5,393.37	5,516.87	5,645.25	5,773.62	5,906.87	6,041.75	6,183.12	6,324.50		6,610.50	6,916.00

Provided for Information Purposes Only

APPENDIX A
Effective April 1, 2000

MONTHLY RATES FOR A 40 HOUR WORK WEEK

Formula for calculation of monthly rate: (hourly rate x 2080 hours per year) divided by 12 = monthly rate

GRADE	STEP														
	1	1.5	2	2.5	3	3.5	4	4.5	5	5.5	6	6.5	7	8	9
1	1,639.73	1,672.67	1,703.87	1,731.60	1,761.07	1,792.27	1,821.73	1,854.67	1,887.60	1,922.27	1,953.47	1,988.13	2,021.07	2,092.13	2,166.67
2	1,771.47	1,802.67	1,833.87	1,866.80	1,901.47	1,936.13	1,970.80	2,002.00	2,036.67	2,073.07	2,109.47	2,147.60	2,182.27	2,258.53	2,336.53
3	1,946.53	1,981.20	2,014.13	2,052.27	2,086.93	2,123.33	2,159.73	2,199.60	2,237.73	2,277.60	2,314.00	2,355.60	2,397.20	2,482.13	2,570.53
4	2,123.33	2,161.47	2,199.60	2,237.73	2,277.60	2,317.47	2,357.33	2,397.20	2,435.33	2,482.13	2,527.20	2,572.27	2,617.33	2,707.47	2,802.80
5	2,317.47	2,360.80	2,404.13	2,447.47	2,490.80	2,535.87	2,580.93	2,627.73	2,676.27	2,724.80	2,773.33	2,823.60	2,872.13	2,976.13	3,083.60
6	2,537.60	2,584.40	2,631.20	2,683.20	2,731.73	2,782.00	2,832.27	2,886.00	2,941.47	2,995.20	3,050.67	3,107.87	3,161.60	3,282.93	3,400.80
7	2,761.20	2,814.93	2,868.67	2,924.13	2,977.87	3,035.07	3,094.00	3,154.67	3,211.87	3,274.27	3,336.67	3,399.07	3,463.20	3,598.40	3,731.87
8	2,986.53	3,047.20	3,107.87	3,166.80	3,225.73	3,288.13	3,350.53	3,418.13	3,484.00	3,553.33	3,619.20	3,692.00	3,766.53	3,910.40	4,059.47
9	3,230.93	3,293.33	3,359.20	3,428.53	3,497.87	3,568.93	3,638.27	3,709.33	3,783.87	3,861.87	3,938.13	4,019.60	4,097.60	4,260.53	4,430.40
10	3,478.80	3,551.60	3,620.93	3,698.93	3,776.93	3,854.93	3,929.47	4,012.67	4,092.40	4,179.07	4,262.27	4,350.67	4,437.33	4,622.80	4,810.00
11	3,726.67	3,806.40	3,886.13	3,969.33	4,050.80	4,137.47	4,224.13	4,312.53	4,400.93	4,494.53	4,586.40	4,685.20	4,782.27	4,983.33	5,189.60
12	3,971.07	4,057.73	4,142.67	4,234.53	4,324.67	4,420.00	4,513.60	4,610.67	4,706.00	4,810.00	4,912.27	5,018.00	5,125.47	5,343.87	5,572.67
13	4,376.67	4,473.73	4,567.33	4,673.07	4,773.60	4,881.07	4,988.53	5,099.47	5,210.40	5,324.80	5,439.20	5,558.80	5,680.13	5,931.47	6,193.20
14	4,745.87	4,855.07	4,960.80	5,076.93	5,189.60	5,310.93	5,427.07	5,551.87	5,674.93	5,803.20	5,933.20	6,068.40	6,203.60	6,479.20	6,770.40
15	5,130.67	5,253.73	5,371.60	5,498.13	5,621.20	5,752.93	5,884.67	6,021.60	6,158.53	6,300.67	6,444.53	6,595.33	6,746.13	7,051.20	7,377.07

APPENDIX B

HOURLY RATE EFFECTIVE APRIL 1, 2001

**LONG SERVICE
INCREMENTS**

	1.5	2	2.5	3	3.5	4	4.5	5	5.5	6	6.5	7	8	9	
1	9.84	10.04	10.22	10.39	10.57	10.75	10.93	11.13	11.33	11.53	11.72	11.93	12.13	12.55	13.00
2	10.63	10.82	11.00	11.20	11.41	11.62	11.82	12.01	12.22	12.44	12.66	12.89	13.09	13.55	14.02
3	11.68	11.89	12.08	12.31	12.52	12.74	12.96	13.20	13.43	13.67	13.88	14.13	14.38	14.89	15.42
4	12.74	12.97	13.20	13.43	13.67	13.90	14.14	14.38	14.61	14.89	15.16	15.43	15.70	16.24	16.82
5	13.90	14.16	14.42	14.68	14.94	15.22	15.49	15.77	16.06	16.35	16.64	16.94	17.23	17.86	18.50
6	15.23	15.51	15.79	16.10	16.39	16.69	16.99	17.32	17.65	17.97	18.30	18.65	18.97	19.70	20.40
7	16.57	16.89	17.21	17.54	17.87	18.21	18.56	18.93	19.27	19.65	20.02	20.39	20.78	21.59	22.39
a	17.92	18.28	18.65	19.00	19.35	19.73	20.10	20.51	20.90	21.32	21.72	22.15	22.60	23.46	24.36
9	19.39	19.76	20.16	20.57	20.99	21.41	21.83	22.26	22.70	23.17	23.63	24.12	24.59	25.56	26.58
10	20.87	21.31	21.73	22.19	22.66	23.13	23.58	24.08	24.55	25.07	25.57	26.10	26.62	27.74	28.86
11	22.36	22.84	23.32	23.82	24.30	24.82	25.34	25.88	26.41	26.97	27.52	28.11	28.69	29.90	31.14
12	23.83	24.35	24.86	25.41	25.95	26.52	27.08	27.66	28.24	28.86	29.47	30.11	30.75	32.06	33.44
13	26.26	26.84	27.40	28.04	28.64	29.29	29.93	30.60	31.26	31.95	32.64	33.35	34.08	35.59	37.16
14	28.48	29.13	29.76	30.46	31.14	31.87	32.56	33.31	34.05	34.82	35.60	36.41	37.22	38.88	40.62
15	30.78	31.52	32.23	32.99	33.73	34.52	35.31	36.13	36.95	37.80	38.67	39.57	40.48	42.31	44.26

Note: Tradesperson in the following Trades Job Titles will be paid in accordance with the appropriate grade of base pay, beginning at Step 7.

Sheet Metal Mechanic	Sheet Metal Foreman	Drywall/Taper
Pipefitter	Pipefitter Foreman	Insulation Mechanic
Bricklayer	Bricklayer Foreman	Plasterer
Electrician	Electrician Foreman	Machinist
Painter	Painter Foreman	
Cabinet Maker	Cabinet Maker Foreman	
Carpenter	Carpenter Foreman	
Millwright	Millwright Foreman	
Refrigeration Mechanic	Refrigeration Mechanic Foreman	
Controls Fitter	Controls Fitter Foreman	

Note: For Class III Steam Engineers employed in the Power Plant and the Cooling Plant (Operator IIs), see Appendix I for applicable salary treatment.

Provided for Information Purposes Only

APPENDIX B
Effective April 1, 2001

MONTHLY RATES FOR A 35 HOUR WORK WEEK

Formula for calculation of monthly rate: (hourly rate x 1820 hours per year) divided by 12 = monthly rate

GRADE	STEP														
	1	1.5	2	2.5	3	3.5	4	4.5	5	5.5	6	6.5	7	8	9
1	1,492.40	1,522.73	1,550.03	1,575.82	1,603.12	1,630.42	1,657.72	1,688.05	1,718.38	1,748.72	1,777.53	1,809.38	1,839.72	1,903.42	1,971.67
2	1,612.22	1,641.03	1,668.33	1,698.67	1,730.52	1,762.37	1,792.70	1,821.52	1,853.37	1,886.73	1,920.10	1,954.98	1,985.32	2,055.08	2,126.37
3	1,771.47	1,803.32	1,832.13	1,867.02	1,898.87	1,932.23	1,965.60	2,002.00	2,036.88	2,073.28	2,105.13	2,143.05	2,180.97	2,258.32	2,338.70
4	1,932.23	1,967.12	2,002.00	2,036.88	2,073.28	2,108.17	2,144.57	2,180.97	2,215.85	2,258.32	2,299.27	2,340.22	2,381.17	2,463.07	2,551.03
5	2,108.17	2,147.60	2,187.03	2,226.47	2,265.90	2,308.37	2,349.32	2,391.78	2,435.77	2,479.75	2,523.73	2,569.23	2,613.22	2,708.77	2,805.83
6	2,309.88	2,352.35	2,394.82	2,441.83	2,485.82	2,531.32	2,576.82	2,626.87	2,676.92	2,725.45	2,775.50	2,828.58	2,877.12	2,987.83	3,094.00
7	2,513.12	2,561.65	2,610.18	2,660.23	2,710.28	2,761.85	2,814.93	2,871.05	2,922.62	2,980.25	3,036.37	3,092.48	3,151.63	3,274.48	3,395.82
8	2,717.87	2,772.47	2,828.58	2,881.67	2,934.75	2,992.38	3,048.50	3,110.68	3,169.83	3,233.53	3,294.20	3,359.42	3,427.67	3,558.10	3,694.60
9	2,940.82	2,996.93	3,057.60	3,119.78	3,183.48	3,247.18	3,310.88	3,376.10	3,442.83	3,514.12	3,583.88	3,658.20	3,729.48	3,876.60	4,031.30
10	3,165.28	3,232.02	3,295.72	3,365.48	3,436.77	3,508.05	3,576.30	3,652.13	3,723.42	3,802.28	3,878.12	3,958.50	4,037.37	4,207.23	4,377.10
11	3,391.27	3,464.07	3,536.87	3,612.70	3,685.50	3,764.37	3,843.23	3,925.13	4,005.52	4,090.45	4,173.87	4,263.35	4,351.32	4,534.83	4,722.90
12	3,614.22	3,693.08	3,770.43	3,853.85	3,935.75	4,022.20	4,107.13	4,195.10	4,283.07	4,377.10	4,469.62	4,566.68	4,663.75	4,862.43	5,071.73
13	3,982.77	4,070.73	4,155.67	4,252.73	4,343.73	4,442.32	4,539.38	4,641.00	4,741.10	4,845.75	4,950.40	5,058.08	5,168.80	5,397.82	5,635.93
14	4,319.47	4,418.05	4,513.60	4,619.77	4,722.90	4,833.62	4,938.27	5,052.02	5,164.25	5,281.03	5,399.33	5,522.18	5,645.03	5,896.80	6,160.70
15	4,668.30	4,780.53	4,888.22	5,003.48	5,115.72	5,235.53	5,355.35	5,479.72	5,604.08	5,733.00	5,864.95	6,001.45	6,139.47	6,417.02	6,712.77

Provided for Information Purposes Only

APPENDIX B
Effective April 1, 2001

MONTHLY RATES FOR A 37.5 HOUR WORK WEEK

Formula for calculation of monthly rate: (hourly rate x 1950 hours per year) divided by 12 = monthly rate

GRADE	STEP														6	9
	1	1.5	2	2.5	3	3.5	4	4.5	5	5.5	6	6.5	7			
1	1,599.00	1,631.50	1,660.75	1,688.37	1,717.62	1,746.87	1,776.12	1,808.62	1,841.12	1,873.62	1,904.50	1,938.62	1,971.12		2,039.37	2,112.50
2	1,727.37	1,758.25	1,787.50	1,820.00	1,854.12	1,888.25	1,920.75	1,951.62	1,985.75	2,021.50	2,057.25	2,094.62	2,127.12		2,201.87	2,278.25
3	1,898.00	1,932.12	1,963.00	2,000.37	2,034.50	2,070.25	2,106.00	2,145.00	2,182.37	2,221.37	2,255.50	2,296.12	2,336.75		2,419.62	2,505.75
4	2,070.25	2,107.62	2,145.00	2,182.37	2,221.37	2,258.75	2,297.75	2,336.75	2,374.12	2,419.62	2,463.50	2,507.37	2,551.25		2,639.00	2,733.25
5	2,258.75	2,301.00	2,343.25	2,385.50	2,427.75	2,473.25	2,517.12	2,562.62	2,609.75	2,656.87	2,704.00	2,752.75	2,799.87		2,902.25	3,006.25
6	2,474.87	2,520.37	2,565.87	2,616.25	2,663.37	2,712.12	2,760.87	2,814.50	2,868.12	2,920.12	2,973.75	3,030.62	3,082.62		3,201.25	3,315.00
7	2,692.62	2,744.62	2,796.62	2,850.25	2,903.87	2,959.12	3,016.00	3,076.12	3,131.37	3,193.12	3,253.25	3,313.37	3,376.75		3,508.37	3,638.37
8	2,912.00	2,970.50	3,030.62	3,087.50	3,144.37	3,206.12	3,266.25	3,332.87	3,396.25	3,464.50	3,529.50	3,599.37	3,672.50		3,812.25	3,958.50
9	3,150.87	3,211.00	3,276.00	3,342.62	3,410.87	3,479.12	3,547.37	3,617.25	3,688.75	3,765.12	3,839.87	3,919.50	3,995.87		4,153.50	4,319.25
10	3,391.37	3,462.87	3,531.12	3,605.87	3,682.25	3,758.62	3,831.75	3,913.00	3,989.37	4,073.87	4,155.12	4,241.25	4,325.75		4,507.75	4,689.75
11	3,633.50	3,711.50	3,789.50	3,870.75	3,948.75	4,033.25	4,117.75	4,205.50	4,291.62	4,382.62	4,472.00	4,567.87	4,662.12		4,858.75	5,060.25
12	3,872.37	3,956.87	4,039.75	4,129.12	4,216.87	4,309.50	4,400.50	4,494.75	4,589.00	4,689.75	4,788.87	4,892.87	4,996.87		5,209.75	5,434.00
13	4,267.25	4,361.50	4,452.50	4,556.50	4,654.00	4,759.62	4,863.62	4,972.50	5,079.75	5,191.87	5,304.00	5,419.37	5,538.00		5,783.37	6,038.50
14	4,628.00	4,733.62	4,836.00	4,949.75	5,060.25	5,178.87	5,291.00	5,412.87	5,533.12	5,658.25	5,785.00	5,916.62	6,048.25		6,318.00	6,600.75
15	5,001.75	5,122.00	5,237.37	5,360.87	5,481.12	5,609.50	5,737.87	5,871.12	6,004.37	6,142.50	6,283.87	6,430.12	6,578.00		6,875.37	7,192.25

Provided for Information Purposes Only

APPENDIX B
Effective April 1, 2001

MONTHLY RATES FOR A 40 HOUR WORK WEEK

Formula for calculation of monthly rate: (hourly rate x 2080 hours per year) divided by 12 = monthly rate

GRA DE	STEP														
	1	1.5	2	2.5	3	3.5	4	4.5	5	5.5	6	6.5	7	8	9
1	1,705.60	1,740.27	1,771.47	1,800.93	1,832.13	1,863.33	1,894.53	1,929.20	1,963.87	1,998.53	2,031.47	2,067.87	2,102.53	2,175.33	2,253.33
2	1,842.53	1,875.47	1,906.67	1,941.33	1,977.73	2,014.13	2,048.80	2,081.73	2,118.13	2,156.27	2,194.40	2,234.27	2,268.93	2,348.67	2,430.13
3	2,024.53	2,060.93	2,093.87	2,133.73	2,170.13	2,208.27	2,246.40	2,288.00	2,327.87	2,369.47	2,405.87	2,449.20	2,492.53	2,580.93	2,672.80
4	2,208.27	2,248.13	2,288.00	2,327.87	2,369.47	2,409.33	2,450.93	2,492.53	2,532.40	2,580.93	2,627.73	2,674.53	2,721.33	2,814.93	2,915.47
5	2,409.33	2,454.40	2,499.47	2,544.53	2,589.60	2,638.13	2,684.93	2,733.47	2,783.73	2,834.00	2,884.27	2,936.27	2,986.53	3,095.73	3,206.67
6	2,639.87	2,688.40	2,736.93	2,790.67	2,840.93	2,892.93	2,944.93	3,002.13	3,059.33	3,114.80	3,172.00	3,232.67	3,288.13	3,414.67	3,536.00
7	2,872.13	2,927.60	2,983.07	3,040.27	3,097.47	3,156.40	3,217.07	3,281.20	3,340.13	3,406.00	3,470.13	3,534.27	3,601.87	3,742.27	3,880.93
8	3,106.13	3,168.53	3,232.67	3,293.33	3,354.00	3,419.87	3,484.00	3,555.07	3,622.67	3,695.47	3,764.80	3,839.33	3,917.33	4,066.40	4,222.40
9	3,360.93	3,425.07	3,494.40	3,565.47	3,638.27	3,711.07	3,783.87	3,858.40	3,934.67	4,016.13	4,095.87	4,180.80	4,262.27	4,430.40	4,607.20
10	3,617.47	3,693.73	3,766.53	3,846.27	3,927.73	4,009.20	4,087.20	4,173.87	4,255.33	4,345.47	4,432.13	4,524.00	4,614.13	4,808.27	5,002.40
11	3,875.73	3,958.93	4,042.13	4,128.80	4,212.00	4,302.13	4,392.27	4,485.87	4,577.73	4,674.80	4,770.13	4,872.40	4,972.93	5,182.67	5,397.60
12	4,130.53	4,220.67	4,309.07	4,404.40	4,498.00	4,596.80	4,693.87	4,794.40	4,894.93	5,002.40	5,108.13	5,219.07	5,330.00	5,557.07	5,796.27
13	4,551.73	4,652.27	4,749.33	4,860.27	4,964.27	5,076.93	5,187.87	5,304.00	5,418.40	5,538.00	5,657.60	5,780.67	5,907.20	6,168.93	6,441.07
14	4,936.53	5,049.20	5,158.40	5,279.73	5,397.60	5,524.13	5,643.73	5,773.73	5,902.00	6,035.47	6,170.67	6,311.07	6,451.47	6,739.20	7,040.80
15	5,335.20	5,463.47	5,586.53	5,718.27	5,846.53	5,983.47	6,120.40	6,262.53	6,404.67	6,552.00	6,702.80	6,858.80	7,016.53	7,333.73	7,671.73

APPENDIX C for "Grandfathered Employees" Only* - Effective April 1, 2000
***These Grids do not apply for new employees hired or new appointments made after April 1, 1989**

	35 HOUR WORK WEEK			37.5 HOUR WORK WEEK			40 HOUR WORK WEEK		
		LONG SERVICE INCREMENTS			LONG SERVICE INCREMENTS			LONG SERVICE INCREMENTS	
	7	8	9	7	8	9	7	8	9
5	1,769.04	1,838.72	1,906.32	1,769.04	1,842.88	1,906.32	1,769.04	1,836.64	1,906.32
6	1,838.72	1,906.32	1,977.04	1,842.88	1,906.32	1,979.12	1,836.64	1,906.32	1,978.08
7	1,906.32	1,977.04	2,065.44	1,906.32	1,979.12	2,066.48	1,906.32	1,978.08	2,067.52
8	1,977.04	2,065.44	2,150.72	1,979.12	2,066.48	2,150.72	1,978.08	2,067.52	2,150.72
9	2,065.44	2,150.72	2,244.32	2,066.48	2,150.72	2,243.28	2,067.52	2,150.72	2,245.36
10	2,150.72	2,244.32	2,334.80	2,150.72	2,243.28	2,334.80	2,150.72	2,245.36	2,335.84
11	2,244.32	2,334.80	2,438.80	2,243.28	2,334.80	2,435.68	2,245.36	2,335.84	2,434.64
12	2,334.80	2,438.80	2,542.80	2,334.80	2,435.68	2,541.76	2,335.84	2,434.64	2,541.76
13	2,438.80	2,542.80	2,649.92	2,435.68	2,541.76	2,647.84	2,434.64	2,541.76	2,647.84
14	2,542.80	2,649.92	2,765.36	2,541.76	2,647.84	2,765.36	2,541.76	2,647.84	2,764.32
15	2,649.92	2,765.36	2,884.96	2,647.84	2,765.36	2,884.96	2,647.84	2,764.32	2,888.08
16	2,765.36	2,884.96	3,016.00	2,765.36	2,884.96	3,016.00	2,764.32	2,888.08	3,017.04
17	2,884.96	3,016.00	3,147.04	2,884.96	3,016.00	3,143.92	2,888.08	3,017.04	3,142.88
18	3,016.00	3,147.04	3,286.40	3,016.00	3,143.92	3,286.40	3,017.04	3,142.88	3,290.56
19	3,147.04	3,286.40	3,430.96	3,143.92	3,286.40	3,433.04	3,142.88	3,290.56	3,434.08
20	3,286.40	3,430.96	3,585.92	3,286.40	3,433.04	3,583.84	3,290.56	3,434.08	3,584.88
21	3,430.96	3,585.92	3,750.24	3,433.04	3,583.84	3,749.20	3,434.08	3,584.88	3,748.16
22	3,585.92	3,750.24	3,918.72	3,583.84	3,749.20	3,920.80	3,584.88	3,748.16	3,916.64
23	3,750.24	3,918.72	4,097.60	3,749.20	3,920.80	4,098.64	3,748.16	3,916.64	4,099.68
24	3,918.72	4,097.60	4,285.84	3,920.80	4,098.64	4,284.80	3,916.64	4,099.68	4,286.88
25	4,097.60	4,285.84	4,483.44	4,098.64	4,284.80	4,483.44	4,099.68	4,286.88	4,484.48
26	4,285.84	4,483.44	4,694.56	4,284.80	4,483.44	4,695.60	4,286.88	4,484.48	4,693.52
27	4,483.44	4,694.56	4,908.80	4,483.44	4,695.60	4,906.72	4,484.48	4,693.52	4,910.88
28	4,694.56	4,908.80	5,133.44	4,695.60	4,906.72	5,134.48	4,693.52	4,910.88	5,132.40
29	4,908.80	5,133.44	5,373.68	4,906.72	5,134.48	5,372.64	4,910.88	5,132.40	5,374.72
30	5,133.44	5,373.68	5,626.40	5,134.48	5,372.64	5,625.36	5,132.40	5,374.72	5,625.36
31	5,373.68	5,626.40	5,886.40	5,372.64	5,625.36	5,884.32	5,374.72	5,625.36	5,887.44
32	5,626.40	5,886.40	6,164.08	5,625.36	5,884.32	6,166.16	5,625.36	5,887.44	6,166.16
33	5,886.40	6,164.08	6,455.28	5,884.32	6,166.16	6,454.24	5,887.44	6,166.16	6,453.20

APPENDIX C for "Grandfathered Employees" Only* - Effective April 1, 2001

*These Grids do not apply for new employees hired or new appointments made after April 1, 1989

	35 HOUR WORK WEEK			37.5 HOUR WORK WEEK			40 HOUR WORK WEEK		
	LONG SERVICE INCREMENTS			LONG SERVICE INCREMENTS			LONG SERVICE INCREMENTS		
	7	8	9	7	8	9	7	8	9
5	1,839.80	1,912.27	1,982.57	1,839.80	1,916.60	1,982.57	1,839.80	1,910.11	1,982.57
6	1,912.27	1,982.57	2,056.12	1,916.60	1,982.57	2,058.28	1,910.11	1,982.57	2,057.20
7	1,982.57	2,056.12	2,148.06	1,982.57	2,058.28	2,149.14	1,982.57	2,057.20	2,150.22
8	2,056.12	2,148.06	2,236.75	2,058.28	2,149.14	2,236.75	2,057.20	2,150.22	2,236.75
9	2,148.06	2,236.75	2,334.09	2,149.14	2,236.75	2,333.01	2,150.22	2,236.75	2,335.17
10	2,236.75	2,334.09	2,428.19	2,236.75	2,333.01	2,428.19	2,236.75	2,335.17	2,429.27
11	2,334.09	2,428.19	2,536.35	2,333.01	2,428.19	2,533.11	2,335.17	2,429.27	2,532.03
12	2,428.19	2,536.35	2,644.51	2,428.19	2,533.11	2,643.43	2,429.27	2,532.03	2,643.43
13	2,536.35	2,644.51	2,755.92	2,533.11	2,643.43	2,753.75	2,532.03	2,643.43	2,753.75
14	2,644.51	2,755.92	2,875.97	2,643.43	2,753.75	2,875.97	2,643.43	2,753.75	2,874.89
15	2,755.92	2,875.97	3,000.36	2,753.75	2,875.97	3,000.36	2,753.75	2,874.89	3,003.60
16	2,875.97	3,000.36	3,136.64	2,875.97	3,000.36	3,136.64	2,874.89	3,003.60	3,137.72
17	3,000.36	3,136.64	3,272.92	3,000.36	3,136.64	3,269.68	3,003.60	3,137.72	3,268.60
18	3,136.64	3,272.92	3,417.86	3,136.64	3,269.68	3,417.86	3,137.72	3,268.60	3,422.18
19	3,272.92	3,417.86	3,568.20	3,269.68	3,417.86	3,570.36	3,268.60	3,422.18	3,571.44
20	3,417.86	3,568.20	3,729.36	3,417.86	3,570.36	3,727.19	3,422.18	3,571.44	3,728.28
21	3,568.20	3,729.36	3,900.25	3,570.36	3,727.19	3,899.17	3,571.44	3,728.28	3,898.09
22	3,729.36	3,900.25	4,075.47	3,727.19	3,899.17	4,077.63	3,728.28	3,898.09	4,073.31
23	3,900.25	4,075.47	4,261.50	3,899.17	4,077.63	4,262.59	3,898.09	4,073.31	4,263.67
24	4,075.47	4,261.50	4,457.27	4,077.63	4,262.59	4,456.19	4,073.31	4,263.67	4,458.36
25	4,261.50	4,457.27	4,662.78	4,262.59	4,456.19	4,662.78	4,263.67	4,458.36	4,663.86
26	4,457.27	4,662.78	4,882.34	4,456.19	4,662.78	4,883.42	4,458.36	4,663.86	4,881.26
27	4,662.78	4,882.34	5,105.15	4,662.78	4,883.42	5,102.99	4,663.86	4,881.26	5,107.32
28	4,882.34	5,105.15	5,338.78	4,883.42	5,102.99	5,339.86	4,881.26	5,107.32	5,337.70
29	5,105.15	5,338.78	5,588.63	5,102.99	5,339.86	5,587.55	5,107.32	5,337.70	5,589.71
30	5,338.78	5,588.63	5,851.46	5,339.86	5,587.55	5,850.37	5,337.70	5,589.71	5,850.37
31	5,588.63	5,851.46	6,121.86	5,587.55	5,850.37	6,119.69	5,589.71	5,850.37	6,122.94
32	5,851.46	6,121.86	6,410.64	5,850.37	6,119.69	6,412.81	5,850.37	6,122.94	6,412.81
33	6,121.86	6,410.64	6,713.49	6,119.69	6,412.81	6,712.41	6,122.94	6,412.81	6,711.33

Appendix D

**Memorandum of Agreement
between
the Governors of the University of Alberta
(the Employer)
and
the Non-Academic Staff Association
(NASA)**

Further to the Collective Agreement, the parties agree to discuss further (i.e., post negotiations) the outstanding issues regarding the appropriate process for resolving discrimination and harassment complaints by or affecting NASA members. In addition, NASA and the Employer agree that it is in the best interest of all employees to hold discussions on these matters with representatives of the Academic Staff Association of the University of Alberta (AAS:UA).

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

Both parties agree to the following interim procedure:

Interim Procedure - Article 37A 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 (GFC Manual Section 44) will apply.
2. An employee who believes that s/he has a problem is in the first instance encouraged to inform the individual of the concern with the offending conduct and seek to work out a plan for the behavior to cease and to establish an effective working environment. The parties are encouraged to seek a facilitator to assist where possible. If no agreement is reached, or the behavior continues, or it is impractical for the parties 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 3 of the Dispute Resolution Process.
4. A grievance received at Step 3 of the Dispute Resolution Process will be dealt with confidentially, and information relating to the complaint including the identity of the parties involved, will be disclosed only to the extent necessary to properly investigate the complaint and to respond to legal and/or administrative proceedings.
5. The Employer agrees that any employee (either grievor or respondent, if a NASA member) has the right to representation by NASA.

6. The AVP (HRS) or designee having received the grievance will 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) will attempt to ensure a timely, complete and fair investigation. NASA will be entitled to a copy of the investigator's report.
7. The parties endeavour to ensure that no person will intentionally compromise the integrity of the investigation process.
8. Where there is a grievance, the grievor may request of 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 will not be unreasonably denied.
9. Prior to making any final determination in this matter (i.e., Step 3 grievance decision), the AVP(HRS), or designee, will meet with the grievor and designated official of NASA to review the investigator's report. The Director, ER & ES, 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 Department Head (or the appropriate level as necessary) that the results of the investigation require remedy.
11. The AVP(HRS) or designee, will 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 4 of the Dispute Resolution Process within 10 days of the receipt of the written response from the AVP(HRS), or designee.
13. Process and resolution of the grievance will be as per Article 37 of the Collective 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 Employer agrees that no grievor or person who participates as a witnesses in the investigation and/or grievance will suffer any reprisals by virtue only of their participation in the proceedings. However, NASA and the Employer also recognize the serious nature of unfounded allegations of discrimination and harassment and agree that disciplinary action may be required in those cases where the accusations are shown to be fraudulent and/or malicious.
15. If the AVP(HRS) makes a decision pursuant, to point 10(c) above, the AVP(HRS) will send the recommendation to the Department Head and the Department Head will 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) will make such a recommendation to that respondent's respective Department Head and the Department Head will 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) will submit a formal complaint under Article 16 of the AAS:UA Agreement.
18. Where applicable and/or necessary, counseling for affected persons in the particular workplace will be provided.
19. NASA and the Employer agree that NASA members may choose to submit a complaint under Article 16 of the AAS:UA Agreement; however, an employee and/or NASA will not concurrently submit the same complaint as a grievance or grievance as a complaint.

Appendix E
Seniority Units

Faculty of Agriculture, Forestry and Home Economics

- Office of the Dean
- Agricultural, Food & Nutritional Sciences
- Human Ecology
- Renewable Resources
- Rural Economy
- Devonian Botanic Garden

Faculty of Arts

- Office of the Dean
- Anthropology
- Art & Design
- Art Store
- Comparative Literature, Religion & Film/Media Studies
- Drama
- East Asian Language & Literature
- Economics
- English
- History & Classics
- Language Resource Centre
- Linguistics
- Modern Languages & Cultural Studies: Germanic, Romance, Slavic
- Music
- Philosophy
- Political Science
- Psychology
- Sociology
- Student Programs Office
- Women Studies Committee

Faculty of Business

Faculty of Education

- Office of the Dean
- Developmental Disabilities Centre
- Education Clinic
- Education - Division of Technology in Education
- Educational Policy Studies
- Educational Psychology
- Elementary Education
- School of Library & Information Studies
- Secondary Education
- Education - Undergraduate Student Services

Faculty of Engineering

- Office of the Dean
- Chemical & Materials Engineering
- Civil & Environmental Engineering
- Electrical & Computer Engineering
- Engineering Co-op Education
- Mechanical Engineering

Faculty of Extension

Faculty of Graduate Studies & Research

Faculty of Law

Faculty of Medicine and Dentistry

Office of the Dean

Anatomy

Anaesthesiology & Pain Medicine

Biochemistry

Biomedical Engineering

Cell Biology

Continuing Medical Education

Dentistry

Family Medicine

Health Sciences Laboratory Animal Services

Laboratory Medicine & Pathology

Medical Genetics

Medical Microbiology & Immunology

Medicine

Neuroscience

Obstetrics & Gynaecology

Office of Research

Oncology

Ophthalmology

Paediatrics

Pharmacology

Physiology

Provincial Laboratory of Public Health

Psychiatry

Public Health Sciences

Radiology & Diagnostic Imaging

Studies in Medical Education

Surgery

Surgical Medical Research Institute

Undergraduate Medical Education

Faculty of Nursing

Centre for Health Promotion Studies

Health Sciences Development

Faculty of Pharmacy & Pharmaceutical Sciences

Pharmacy Slowpoke Reactor II

Faculty of Physical Education & Recreation

Faculty of Rehabilitation Medicine

Faculté Saint-Jean

Faculty of Science
Office of the Dean
Biological Sciences
Bioscience Animal Services
Chemistry
Computing Science
Earth & Atmospheric Sciences
Killam Chair #1
Killam Chair #2
Mathematical Sciences
Physics

School of Native Studies

Bookstores

Campus Security

Canadian Circumpolar Institute

Canadian Institute of Ukrainian Studies

Capital Programs

Capital & Strategic Planning Services

Computing & Network Services
Telecommunications

Finance & Operations

Facilities Management
Apprentices
Building Trades
Building Operations
Grounds
Vehicle Pool

Financial Services

Management Services Unit

Office of Resource Planning

Real Estate & Parking Services

Supply Management Services

Utilities

Housing & Food Services

HUB International Marketplace

Human Resource Services

Industry Liaison Office

International Affairs
Internal Audit
Learning Systems Resource Planning & Financial Management
Museums, Archives & Collections
Office of Human Rights
Office of the President
Office of the Registrar & Student Awards
Senate
Secretariat
Student Services
Technical Resource Group
University Information Enterprises
University of Alberta Libraries
Vice-President (Academic)
Vice-President (External Affairs)
Vice-President (Research)

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
Letter of Understanding
between
the Governors of the University of Alberta
(the Employer)
and
the Non-Academic Staff Association
(the Union)

Contracting Out

The Employer is committed to the integrity of the planning process and continuing responsible fiscal management, consistent with Government of Alberta policies/guidelines, the **Universities Act**, Board of Governor's directives and the current funding base.

The parties acknowledge that employees are committed to providing a quality service.

During the life of this Agreement, the Employer agrees to consult with the Union during the planning stages of any business consideration to contract out work currently performed by NASA members which the Employer expects will result in layoffs under Article 20. The Union will be given the opportunity to propose alternative solutions, without unreasonable delay, prior to any final determination by the Employer.

APPENDIX H

Letter of Understanding

INTERIM STAFFING SOLUTIONS EMPLOYMENT GUIDELINES

The following guidelines will apply for Interim Staffing Solutions (ISS):

1. ISS assigns staff to no more than a maximum of 1520 hours (regular hours) on a continuous basis in any one assignment.
2. No ISS staff member will work beyond 12 months, unless unpaid leave in excess of 15 working days is taken.
3. ISS staff must take unpaid leave in excess of 15 working days per calendar year. The unpaid leave may be voluntary or due to the unavailability of work and will apply to all full-time and part-time ISS staff.
4. ISS staff will be paid at an hourly rate.
5. Hourly rates, within the ISS Skill Levels, are established by the Manager, ISS, and will fluctuate in accordance with the requirements of the particular assignment. There is no obligation for an ISS staff member to accept an assignment.
6. When a new ISS employee has accumulated 1820 hours of service, s/he will become eligible for a 5 per cent increase in his/her hourly rate. This is a one time only adjustment to an individual's hourly rate and is in lieu of the provision of regular benefits. A leave of more than 15 working days but less than 2 calendar months will not affect the hours earned to date toward the 1820 hours.
7. A voluntary break of more than 2 consecutive calendar months will result in automatic termination from ISS, with the exception of documented illness absence. If an employee terminates from the ISS program and subsequently returns, they are deemed a new ISS staff member.
8. The probationary period for a new ISS staff member will not exceed 280 hours.
9. ISS staff members will receive 4% of wages, paid semi-monthly, based on regular hours worked, in lieu of annual vacation entitlement, except ISS staff members employed on September 22, 1998 are grandparented.
10. Official Statutory/Declared holidays are paid when the day before and the day after the holiday are both worked; ISS staff members eligible to receive the holiday pay will receive base pay equivalent to the scheduled regular hours for that day.
11. If required, an ISS staff member is eligible to accrue one sick day for each 140 accumulated regular hours worked to a maximum accumulation of 12 days. An illness absence form (available from Human Resource Services reception) must accompany his/her timesheet and be claimed for the appropriate pay period.

12. After obtaining non-probationary status, an ISS staff member may apply for up to \$250 per fiscal year for approved job-related training. Training time will be arranged for evenings or weekends if desired as it is not paid time.
13. ISS provides free access to the Physical Education and Recreation Facilities and Library. An ISS staff member card is issued for identification at the One Card Office.
14. Unless otherwise assigned or arranged, ISS staff members are expected to keep normal working hours. If illness or other emergency prevents an employee from attending the assignment, they are to notify both the ISS office and the appropriate individual at the assigned department as early as possible.
15. Overtime hours must be approved by the assignment supervisor before worked. Overtime hours are to be recorded on a separate timesheet and are paid at the rate of 1 ½ times per his/her hourly rate for the assignment.
16. An ISS employee may be removed without notice from an assignment and/or the ISS program due to lack of work or funding, unsatisfactory job performance, improper personal conduct or poor attendance.
17. As a representative of ISS, it is imperative to the integrity of the program that the ISS staff members provide the highest quality of service possible. It is essential to maintain confidentiality of the materials that they are handling, the privacy of the desk they occupy, and the care of the equipment they use.
18. Union membership fees or service fees will be deducted from an ISS staff member's pay and remitted to the Union once they have worked more than 2 consecutive months for more than 59 hours per month. The amount to be deducted is determined by the Union.
19.
 - (a) Service is calculated on the basis of 152 hours worked equalling one month of service. Hours worked in a temporary position will be considered service. Service will be broken under the circumstances outlined in points 6 and 7 above.
 - (b) When an ISS employee transfers to regular or temporary employment of 12 months or more, that individual's ISS service will be counted as service with the Employer.

APPENDIX H-1

LETTER OF UNDERSTANDING

Between

**The Governors of the University of Alberta
(the Employer)**

And

**The Non-Academic Staff Association
(the Union)**

ISS Salary and Skills Assessment

The Employer agrees to discuss, post-ratification of the new Agreement, the appropriate ISS salary and skills assessment levels.

APPENDIX I

LETTER OF UNDERSTANDING

Between

**The Governors of the University of Alberta
(the Employer)**

And

**The Non-Academic Staff Association
(the Union)**

Modified Hours of Work

This letter will apply to any existing system of shift or hours of work which are outside those contemplated by clause 9.01.

During the life of this Agreement, all such situations will be reviewed by the parties. A written agreement, as contemplated by clause 9.05 will be entered into for each of these situations.

These situations will continue without change until completion of the above mentioned reviews.

Any existing situation which violates the principles of clause 9.05 (a) will continue in place, but the offending provisions will be set aside until the review is completed and agreement reached.

During the life of this Agreement, the parties will develop a template to be used in presentation and development of proposals under clause 9.05.

APPENDIX J

Letter of Understanding

Between

**The Governors of the University of Alberta
(the Employer)**

and

**the Non-Academic Staff Association
(the Union)**

Special Shift Differential

1. For the Heating & Cooling Plant and Control Centre, shift differential will be paid for all hours worked between 1500 and 0700 hours.
2. Carpenters, painters, plasterers, millwrights, electricians and bricklayers appointed prior to April 1, 1972, will receive 15% for both afternoon and evening shifts. Plumbers and steam fitters, including controls, afternoon shifts will receive 20%, midnight shift 25%. Refrigeration and air conditioning will receive 12 ½ %.

Appendix K

Letter of Intent

Pay Periods

The Employer reserves the right to amend the pay periods outlined in Article 14 to a bi-weekly pay period during the life of this Agreement. New pay dates as a result of this amendment will, as a minimum, comply with the ***Employment Standards Code***.

APPENDIX L

Letter of Understanding

Salary Treatment – Class III Steam Engineers

This Letter will apply to Class III Steam Engineers employed in the Power Plant and the Cooling Plant (Operator II's).

1. In addition to the regular performance increments outlined in Article 15, employees are entitled to additional single increment 6 months after each performance review is due. This will continue until the employee reaches Step 7.
2. The effective date of this provision will be October 1, 2000.
3. Service prior to October 1st, will be used to establish the appropriate step effective October 1, 2000.

Where this method will place an employee on Step 7 prior to October 1, 2000, service after s/he would have reached Step 7 will be used to calculate when LSI will be due.

APPENDIX M

Memorandum of Understanding

Benefits Advisory Committees

1. The parties are both committed to accommodation in order to meet their legal obligations for employees with disabilities in the appropriate circumstances.
2. The parties agree to participate in two Committees. They will be called the Support Staff Benefits Advisory Committee and the Disability Program, Joint Advisory Committee.

Support Staff Benefits Advisory Committee

3. The committee will consist of 3 representatives (and one alternate) from each of the parties. The committee will have two alternating chairs with one representing each party. The parties may by mutual agreement incorporate additional parties into the committee (i.e., tripartite).
4. All parties agree that one of the primary objectives of the committee is to achieve non-partisan effective results that improve the working environment for employees, and improve the effectiveness of the benefit plans and disability management programs for employees and the Employer.
5. The committee will meet at least once every 2 months, or more if deemed necessary.
6. The parties agree to nominate their representatives within 30 days of the signing of this Agreement, and the committee will meet within the next 30 days thereafter.
7. The committee will have the ability to create ad-hoc subcommittees to deal with specific issues or concerns and will provide the appropriate terms of reference for the subcommittees.
8. The committee will review benefit plans or disability management programs design to monitor the continued effectiveness of the plans and programs. The committee is empowered to review aggregate data related to the plans and programs (including illness leave). Any information that is shared, by any committee member, will be maintained in the strictest of confidence and will not be disclosed without mutual agreement. If deemed appropriate by the committee, they may also seek other relevant data.
9. The committee is empowered to make recommendations to either or both parties regarding the amendments or changes to the benefit plans or disability management programs.
10. The committee does not have the power to amend, modify or alter the terms of the Agreement nor does any provision in this agreement nullify or add to any provision of the Agreement.
11. The committee is mandated to specifically address the issues associated with illness claims and the LTD plan, and to recommend new initiatives that will enhance the effectiveness of the illness and LTD plans as well as reduce their costs.
12. In the best interest of ensuring the integrity of the benefit plans and disability management programs, it is agreed that being proactive in addressing specific issues and concerns that arise in

any regard to any claim within the plan provisions, as outlined in the Master Policies, is beneficial.

13. Both parties agree that Supervisors and Department Heads will be proactive in ensuring that employees have fair and open access to the benefit plans and disability management programs and that Supervisors and Department Heads: have a responsibility, on behalf of the Employer, to ensure that these programs are effectively accessed when appropriate.
14. Both parties agree not to exercise proactive measures in an unreasonable fashion.
15. Both parties agree that employees with legitimate entitlements have access to the provisions of the benefit plans and disability management programs.
16. Both parties agree that time is of the essence and agree to deal with these matters in an expedient fashion, including their participation on the committees or any sub-committee.
17. Both parties agree that should there be any issue, concern or difficulty that arises with regard to the interpretation or application of this Agreement that the parties agree to meet to discuss and resolve the matter.

Disability Program, Joint Advisory Committee

18. This committee will be comprised of equal representatives of the Employer, the Union and AAS:UA.
19. The purpose of the committee is outlined in its Terms of Reference.
20. The committee is mandated to specifically address the issues associated with illness claims and the LTD plan, and to recommend new initiatives that will enhance the effectiveness of the illness and LTD plans as well as reduce their costs:
21. In the best interest of ensuring the integrity of the benefit plans and disability management programs, it is agreed that being proactive in addressing specific issues and concerns that arise in any regard to any claim within the plan provisions, as outlined in the Master Policies, is beneficial.
22. Both parties agree that should there be any issue, concern or difficulty that arises with regard to the interpretation or application of this Agreement that the parties agree to meet to discuss and resolve the matter.

APPENDIX N

Letter of Intent

Physical Education and Recreation

The Employer agrees to provide all employees and their immediate family full access to physical education and recreation facilities on Campus.

APPENDIX 0

**LETTER OF UNDERSTANDING
Between**

**The Governors of the University of Alberta
(the Employer)**

And

**The Non-Academic Staff Association
(the Union)**

Early Retirement Bonus Program

The Employer will establish a fund of \$50,000 for the purpose of an Early Retirement Bonus Program. This fund will be maintained for the term of this Agreement or until the fund has been depleted. The terms of the program and employee eligibility are outlined below.

Subject to the approval of the Department Head, employees who are between the ages of 50 to 55, during the term of this Agreement, will be eligible to receive an early retirement bonus of up to one week's base pay per full year of employment up to a maximum of 25 days' pay. This applies to employees who have completed a minimum of 5 years of service at the date of application for the early retirement bonus. The employee and the Department Head will mutually agree upon an effective resignation date, which must be during the term of this Agreement.

Applications in writing, approved by the Department Head, will be forwarded to Human Resource Services. Human Resource Services will confirm fund availability and employee eligibility, then process the payment for the agreed upon resignation date.

Human Resource Services will advise Department Heads and NASA when the fund has been depleted.

APPENDIX P

NASA Representative Waiver

Date: _____

(Please print name below)

I, _____, have been advised that I am entitled to Union representation to assist me with this meeting. I have chosen to decline such representation in favour of proceeding on my own accord.

I am aware of the time limits under the Collective Agreement, which must be followed to file a grievance.

I am aware that I can repeal this waiver, in writing, at any time.

Employee Signature

Witness Signature

cc. Employee Relations

NOTE: Copy to be kept by Employee.

APPENDIX Q

**Letter of Understanding
Between
The Governors of the University of Alberta
(the Employer)
And
The Non-Academic Staff Association
(the Union)**

Contract Wording Review

The Parties have identified the need to review the wording of the Collective Agreement with an interest in:

- Having the Agreement be easier to understand, and
- Using common language throughout the Agreement.

During the life of this Agreement, the Parties will assign representatives to review the terms of the Agreement. There will be one representative from the Employer and one from the Union.

The Terms of Reference for the review are:

- Changes must support the original intent of the language.
- The common language document will serve as an interpretation guide during the life of this Agreement.
- In the event there is a conflict in interpretation, the Parties will rely on the original wording of the Agreement.
- The Parties agree that discussions regarding interpretation will not result in a claim of estoppel in the event of a grievance.
- The interpretation guide may be information at the next round of negotiations but does not preclude either Party proposing changes to the Agreement.
- The Parties may agree to use the services of a consultant to work on common language. The Parties will share equally the cost of any consultant(s).
- The guide and subsequent changes need to be approved through the Joint Health, Safety and Labour/Management Committee described in Article 7.

APPENDIX R

Roster of Agreed Upon Mediator/Arbitrators

The Non-Academic Staff Association and the Governors of the University of Alberta hereby agree to the following roster of Mediator/Arbitrators as identified in Article 37:

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

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

APPENDIX S
LETTER OF UNDERSTANDING

Between

The Governors of the University of Alberta
(the Employer)

And

The Non-Academic Staff Association
(the Union)

Article 6 – Safety, Wearing Apparel and Tools
Clauses 6.06 (e) and (g) – Protective Footwear Implementation

The parties agree that in implementing the changes made to clauses 6.06 (e) and (g) of this Agreement, the following will apply:

1. On the date of ratification, all eligible employees currently designated as requiring CSA approved protective footwear will be paid a one-time allowance of \$100.00.
2. In those worksites not yet designated as requiring CSA approved protective footwear and where the employees have been subsidized for \$60.00 for safety shoes or boots, the Director, Environmental Health and Safety, will determine, on or before June 30, 2001, whether protective footwear is required.

Those eligible employees thereafter designated as requiring CSA approved protective footwear will be paid the one-time allowance of \$100.00, and retroactive to the date of ratification receive the allowance of \$12.00 per month of service.

Any employees receiving a subsidy for safety shoes and boots will continue to receive it from the date of ratification until a designation is made.

APPENDIX T

LETTER OF UNDERSTANDING

Between

**The Governors of the University of Alberta
(the Employer)**

And

**The Non-Academic Staff Association
(the Union)**

Casual Employees

1. The Union takes the position that its bargaining rights include casual employees (casuals). The parties agree that this matter will be determined through the provisions of the **Public Service Employee Relations Act**. This matter will be set aside during the current negotiations between the parties.
2. The parties agree that reaching conclusion of negotiations (i.e., negotiation settlement or the commencement of the interest arbitration process) does not preclude the parties from subsequently agreeing to include, as part of the Agreement, the terms of the Agreement that would apply to casuals; subject to the determination referenced in point 1 above.
3. The parties agree that negotiations (i.e., face-to-face negotiations) to determine the application of the Agreement to casuals will commence within 30 days of the conclusion of the determination referenced in point 1 above, provided the direction is to include casuals within the Agreement.
4. Subject to a determination the Agreement applies to casuals, the inclusion of clause 2.04 (d) does not prohibit the parties from negotiating which terms of the Agreement would apply to casuals. Failing agreement on the application of the terms, either party may apply for consensual interest arbitration using the terms of the **Public Service Employee Relations Act**.

Appendix U

University of Alberta Disciplinary Process

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

A) Definition of Discipline

In the administration of discipline, the University uses the corrective behavioral approach of a progressive disciplinary model (e.g., verbal reprimand, written reprimand, increment withholding, suspension, demotion and dismissal). This does not preclude the University from **analyzing**, on a case by case basis, the circumstances and facts of a particular situation(s) and taking a level of disciplinary action or other type of action deemed appropriate.

The key element in disciplinary action is that of warning, in that the instance(s) or incident(s) is/are serious enough to require a disciplinary penalty. 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 **and/or** certain related matters occur or reoccur. The situation(s) requiring a disciplinary penalty is/are serious in that it/they cannot be tolerated nor condoned.

The following do not constitute disciplinary actions:

- (1) letters of concern regarding innocent absenteeism
- (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 and/or investigation
- (5) ongoing coaching - **counseling** discussions (including training).

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

It is recognized that employees have a provision in the Agreement to allow them to rebut to the criticism in the appraisal, as such the contents are 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
- (2) a meeting convened for a disciplinary purpose.

When the University is to conduct a formal investigation interview, which may ultimately lead to discipline, the employee will be advised of his/her ability to have NASA representation, if the employee so chooses, at any such meeting.

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

C) Representation by NASA

The role of an individual when representing an employee during the above noted instances is to:

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

Notwithstanding that the affected employee(s) may receive disciplinary action, no person who is a participant during the disciplinary process will 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 representatives of the University during any meetings covered by this policy. 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 will be taken under the authority of the Department Head and/or his/her designee. In disciplinary matters, including but not limited to written reprimands, increment withholding, suspension, demotion or dismissal, the Department Head and/or his/her designee will 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.

TRUST AGREEMENT

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Preamble

The University of Alberta (the Employer) and the Support Staff of the University share a common interest in achieving the University's goal of excellence in teaching, research and service to the community. The University and the Non-Academic Staff Association (NASA) are committed to working together for common goals, recognizing that NASA's role is to represent the interests of its members and the Employer's role is to manage in the best interests of the University.

This Collective Agreement provides a foundation for achieving our common goals of:

- building positive working relationships at all levels of the organization, and
- creating safe, healthy, effective, innovative work environments in support of teaching, research and service excellence.

Support employees make a vital contribution to the University's success. We are committed to creating a work environment that contributes to the overall well-being of staff and enables them to be "the best they can be". We will strive to ensure that all members of the University community achieve their full potential, contribute to the University's success, and are valued and recognized for their contributions. We will help build a sense of pride and community at the University by actively fostering the behaviours, principles and accountabilities that guide our relationship at all levels of the organization.

Our relationship must be based on a high level of trust between the Employer, NASA and Support Staff. In working to build and sustain trust, each party commits to and is entitled to expect frankness and honesty. We also recognize that:

- Mutual efforts at problem solving on issues that affect employee interests can build trust when based on recognition of each party's legitimate role.
- Actions that disappoint reasonable expectations or place the other party in an untenable or embarrassing position can undermine trust and should be avoided.

A trusting, effective working relationship depends on the manner in which we share information and consult with each other on issues that significantly affect our interests. We recognize that:

- It is to our mutual advantage to notify each other in a timely way of issues that may have a significant impact on our respective responsibilities as employer or bargaining agent.
- It is important that University decision makers consider the interests of employees when deciding upon a course of action.
- There is value in consultation on matters that directly affect the interests of NASA and its members.
- Consultation, when engaged in, needs to be timely, meaningful and efficient.
- Some matters may, of necessity, need to be handled with discretion – we need to be clear with each other when the exercise of discretion is necessary.
- Breaches of confidence result in a breach of trust.
- Our interests may differ in particular circumstances, but failure to agree on an issue should not undermine our relationship or the integrity of the process used to discuss an issue.

We will work to ensure that all members of the University community understand the importance and value of this Agreement and live up to their Collective Agreement responsibilities.

ARTICLE 1

DEFINITIONS

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

- 1.01** “**AVP (HRS)**”, means the Associate Vice-President, Human Resource Services, of the University of Alberta or his/her designee.
- 1.02** “**Base pay**” means the basic rate negotiated by the parties as outlined in Appendices A and B.
- 1.03** “**Chair**” means the chairperson of an academic unit (or equivalent).
- 1.04** “**Continuous employment**”
- (a) An Employee will be deemed to be continuously employed after 12 months of unbroken employment in a seniority unit.
 - (b) A break of employment is created when one of the following conditions applies:
 - (i) voluntary resignation, including position abandonment;
 - (ii) dismissal for just cause;
 - (iii) failure to return to work from an approved leave of absence;
 - (iv) failure to return to work within 10 work days of receipt of notice of recall;
 - (v) layoff of more than 24 consecutive calendar months; or
 - (vi) a break in employment of more than 3 months.
 - (c) An employee who has been employed for less than 12 months will be considered to have broken his/her employment if the conditions in clause 1.04 (b) above exist or if s/he voluntarily changes Trustholder.
 - (d) Approved leave with pay, time on LTD, Article 16, Workers' Compensation, and leaves as per Article 17, Maternity and Parental Leave, for any duration will be counted as continuous employment.
 - (e) Approved leave without pay and time on continuous layoff greater than one calendar month will not be counted as continuous employment; however, for the sole purpose of reinstatement of illness, clause 14.08 only, approved leave without pay will count as continuous employment.
 - (f) An Employee who has been on continuous layoff for more than one calendar month and who is then recalled will have his/her previous continuous employment reinstated.
 - (g) A partial calendar month of employment will be considered a full calendar month of employment provided the Employee receives pay for a minimum of ½ of the calendar month.
 - (h) Where an employee moves from a position under Part A of this Agreement to a position under Part B of this Agreement, s/he will bring his/her service with him/her as continuous employment, subject to clauses 1.04 (b) and (c).

- 1.05** “**Continuous operation**” means a unit that operates 7 days a week and 24 hours a day.
- 1.06** “**Demotion**” means a move from one position to another position with a lower maximum base pay.
- 1.07** “**Department**” means a teaching department, a faculty office, an administrative office or a service unit under the administrative authority of the Employer.
- 1.08** “**Director, ER & ES**” means the Director, Employee Relations & Employment Services of the University of Alberta.
- 1.09** “**Dismissal**” means the discharge of an employee from employment (i.e., his/her position).
- 1.10** “**Employee**” is a person appointed for 14 hours or more per week or 59 hours per month for more than 2 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.
- 1.11** “**Employer**” means the Governors of the University of Alberta.
- 1.12** “**Fiscal year**” means the period April 1 to March 31.
- 1.13** “**Increment**” means the difference between one step and the next full step on a salary grade as set out in the Appendices.
- 1.14** “**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.
- 1.15** “**NASA**” means the University of Alberta Non-Academic Staff Association.
- 1.16** “**Overtime**” means approved work required to be performed by an employee outside of his/her regular hours of work.
- 1.17** The “**parties**” are the Employer and NASA.
- 1.18** 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.
- 1.19** “**Seniority**” means length of continuous employment in the bargaining unit.
- 1.20** A “**Seniority Unit**” will consist of all employees who occupy positions reporting to a Trustholder.
- 1.21** “**Straight time**” means the hourly rate.
- 1.22** “**Time and one-half**” means 1½ times the hourly rate.
- 1.23** “**Transfer**” means a move from one position to another position with the same maximum base pay.

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, and who is an authorized representative of the Employer.

1.25 “Union” means NASA.

ARTICLE 2

INCLUSIONS/EXCLUSIONS RESOLUTION PROCESS

2.01 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 will be excluded from the NASA bargaining unit.
- (b) “Graduate/Undergraduate Students Paid from Trust” performing 14 hours of general support work or fewer per week will 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 will be represented by NASA.
- (d) “Research Associates” who are (and should be) engaged in legitimate academic research, training and/or learning opportunities will be excluded from the NASA bargaining unit.
- (e) “Research Trust Managers” who are (and should be) engaged in legitimate academic/management activities will be excluded from the NASA bargaining unit.

2.02 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 (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 will guide and form the basis of any decision made under this provision.

2.03 An individual’s participation in this process is respected and protected.

2.04 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 Union Steward, the Trustholder and the appropriate Chair or designee. This discussion will be held within 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 5 days of the meeting held to discuss the concern.

2.05 Formal Resolution

Failing resolution of the concern at the discussion stage, the initiating party may, within 10 days of the respondent's written response, bring the concern, in writing, to either the Director, ER & Es, or the Union's Designated Official, as appropriate, for resolution. A meeting will be held between the parties within 10 days of the initiating party's request to discuss the concern. The respondent will provide a written response to the discussion within 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.

2.06 Adjudication Stage

Failing resolution of the concern at the formal resolution stage, the initiating party nominates a nominee within 10 days to participate on a three-member adjudication panel to review and determine the concern. The 2 nominees will, within 10 days, nominate a third person who will chair the adjudication panel. Failing agreement within 10 days, a chairperson will 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 will not be in a conflict of interest respecting the position in discussion. The parties to this Agreement will, within 30 days of ratification of this Agreement, select a roster of at least 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 will hear and determine the concern and will issue a decision in writing within 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, will not add, alter, amend or change the provisions of this Agreement. The decision of the adjudication panel will 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 Chair will constitute the final binding decision of the panel.

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

2.08 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 will be deemed to be at an end.
- (b) If the process is properly followed, the decision reached by the parties or the adjudication panel will not be subject to any other dispute resolution process.
- (c) This Agreement will 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

UNION RECOGNITION

- 3.01** The Employer recognizes the University of Alberta Non-Academic Staff Association (NASA) as the exclusive bargaining agent for the unit of employees described in the *Public Service Employee Relations Act Certificate #10-78* as “*All Employees of the Board of Governors, the University of Alberta, when employed in general support services.*”
- 3.02** No employee will be required or permitted to enter into any written or verbal agreement which violates the Collective Agreement, without the express written agreement of the Union.
- 3.03** The parties agree there will be no discrimination or coercion exercised or practiced with respect to any employee for reason of membership or legitimate activity in the Union.
- 3.04** All employees covered by this Agreement will either be members of NASA or be required to pay a service fee equivalent to the membership fee.
- 3.05** Membership fees or service fees will be deducted from employees’ base pay and remitted to the Union on a monthly basis in the month following the month in which such monies are deducted. The Employer further agrees to provide the Union with the full name, job title, department, 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 Employer agrees to provide the Union with, for use in NASA business only, the rate of base pay for each employee in the bargaining unit.
- 3.06** Subject to the technical capability to do so, the Employer agrees to provide the above information to the Union in machine readable form.
- 3.07** The Union will provide the Employer with at least one full calendar month’s written notice prior to the effective date of a change in the amount of dues to be deducted.

ARTICLE 4

UNION REPRESENTATION

- 4.01** The Employer and the Union are committed to joint problem solving. As part of this commitment, the Union has established a Union Steward Program to facilitate employees and supervisors in reaching effective resolutions to problems within the workplace.

Union Steward Program

- 4.02** The parties recognize that when dealing with issues of labour relations, the most effective resolutions are made by those directly affected. The intent of the Union Steward Program is to allow for the representation of employees to encourage resolution of concerns, complaints, or grievances at the earliest opportunity.
- 4.03** (a) The parties agree that it is desirable to have the broadest representation of Union Stewards across the University, and the Union will make their best efforts to ensure that

the appointment of Union Stewards is compatible with operational needs so as to avoid over representation or over utilization in any particular work area. Should any Union Steward be over utilized, the parties will meet to review and resolve the matter.

- (b) The maximum number of Union Stewards elected will be 3% of the total number of full-time employees (calculated as at March 31 each year). The number or distribution of Union Stewards may be increased or changed by mutual agreement.
- 4.04**
- (a) The application of the Union Steward Program is intended to improve efficiency in dealing with issues with minimal interference with the operation of the workplace, recognizing that some communication may be made or received at the workplace for the purpose of arranging non-work time meetings.
 - (b) A Union Steward will be recognized as an official representative of the Union. Decisions and resolutions reached with the involvement of a Union Steward will be treated in the same manner as decisions reached with any other authorized representative of the Union, provided that no agreements are reached that are inconsistent with the provisions of this Agreement.
- 4.05** Union activities during regular hours of work are subject to operational requirements. The primary function of an employee is to perform the duties assigned to his/her position. Requests for time to participate in Union activities will not be unreasonably withheld.
- 4.06** If, under this Article, it is necessary to request time off during regular hours of work, the employee will:
- (a) not be required to disclose the details of the Union business;
 - (b) make arrangements for time off with his/her supervisor to minimize the impact of his/her absence on operations;
 - (c) report to the supervisor upon his/her return to work.

Time Off for Union Business

- 4.07**
- (a) Time off with pay will be granted to:
 - (i) Employees to exercise specific rights under the Agreement.
 - (ii) Union Stewards who require time off work to represent employees in an effort to resolve an issue, including time immediately before and after any required meetings or where the situation is pressing and disrupting the workplace.
 - (iii) The Chief Union Steward to act in the absence of NASA Staff, where an employee is entitled to union representation.
 - (iv) A maximum of 9 NASA Executive members to attend regular executive meetings, not more than once per week.
 - (v) A maximum of 4 Negotiating Committee members to attend negotiations and reasonable time for preparation.
 - (vi) Employees acting on behalf of the Union on mutually recognized committees.
 - (vii) Employees participating on recognized Employer committees.
 - (viii) Employees for other mutually agreed activities.

- (b) Time off without pay will be granted to:
- (i) NASA Executive members to attend executive meetings in excess of one per week.
 - (ii) Negotiating Committee members in excess of 4 for members to attend negotiations and reasonable time for preparation.
 - (iii) A maximum of 75 members of NASA Council to a maximum of one hour per month each to attend meetings of the Council. Requests to apply this clause will be made to the Director, ER & ES, by the Union at least one week before the date of the Council meetings.
 - (iv) Employees to attend to Union business, subject to operational requirements. The Employee must make the necessary arrangements with his/her Supervisor.

To administer the time off without pay provisions, the Employer will pay the affected employees and invoice the Union for the basic salary and applicable premiums.

- 4.08** The Union will provide written notification to the Director, ER & ES, of the names and departments of Union Stewards, Executive Committee members and Council members. The Employer will annually provide a list of Department Heads and designations required under the Agreement.
- 4.09** The Union and the Employer will provide the name of the person or designee(s) acting as their “designated official” who will have the authority to act and resolve differences. It is further understood that these persons or designee(s) will have the authority for authorizing grievances under Article 33.
- 4.10** The Employer agrees to provide bulletin board space in each department for the purpose of posting information relating to Union business.
- 4.11** Nothing in this Agreement will preclude an employee from discussing problems, personal or job related, with supervisors or members of Human Resource Services or other representatives of the Employer. Nothing in this Agreement will preclude a Supervisor, Department Head, Director or Dean from meeting with a Union Steward, provided no agreements are reached which are inconsistent with the provisions of this Agreement.

ARTICLE 5

MANAGEMENT RIGHTS

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

ARTICLE 6

SAFETY, WEARING APPAREL AND TOOLS

- 6.01** The Employer and the Union are committed to ensuring a safe, healthy work environment, including compliance with relevant health and safety legislation. Health and safety is a joint responsibility dependent upon the active participation of the Employer and all employees.

Safety

- 6.02** (a) Where an employee considers his/her work or worksite to be unsafe,
- (i) s/he will immediately report the condition to his/her supervisor,
 - (ii) the supervisor will make all reasonable efforts to remedy the concern immediately, and
 - (iii) if the employee's concern cannot be remedied, either the supervisor or the Employee will report the concern to the Office of Environmental Health and Safety for resolution or remedy.
 - (iv) The employee will not be required to work on that particular job or worksite until the employee has been formally notified that the unsafe condition has been corrected.
- (b) An employee will have the right to refuse to enter or leave an area if his/her personal safety may be endangered. The employee will advise his/her supervisor of this circumstance at the first available opportunity. The employee's failure to report for duty or to carry out his/her duties will not be considered grounds for deducting his/her pay or disciplinary action.
- (c) Where an employee or the Union considers that another person is performing his/her work in an unsafe manner or is working in an unsafe work environment, s/he will report the unsafe act or condition to the appropriate supervisor immediately and the provisions of clause 6.02 (a) will apply.
- (d) If in the opinion of the Director, Environmental Health and Safety, an expert opinion is required, the Director will contact an expert authority, including Alberta Human Resources and Employment -Workplace Health and Safety.
- 6.03** The Director, Environmental Health and Safety, or designee will notify the Union Business Manager, or designee, immediately upon becoming aware of a serious incident or accident which has caused or has the potential to cause injury to an employee. When the incident involves exposure to a substance that has a potential to cause injury, written information including the date of exposure, identification of the substance, potential symptoms associated with the exposure, and potential short and long term effects of such exposure will be provided to all affected employees. Copies of this information and a list of employees affected will be provided to the Union. The Director will maintain a record of the incident for future substantiation of employee worker compensation claims
- 6.04** Students will be oriented to the University's established health and safety practices.
- 6.05** The Employer will ensure that all outside contractors are fully compliant with the University's established health and safety practices and will take all measures to minimize the risks to all employees.

Wearing Apparel, Protective Equipment, Clothing and Footwear

- 6.06** (a) Where employees are required to wear special wearing apparel, including uniforms and coveralls, Trustholders will supply this apparel including replacements at no cost to the employee.

- (b) The Director, Environmental Health and Safety, or designee, will determine whether protective equipment, clothing, or footwear is required in each Department or worksite and recommend the appropriate protective equipment, clothing or footwear for that area.
- (c) The Union or an employee may request a determination under clause 6.06(b) and the Director, Environmental Health and Safety, will provide the determination within 30 days of the request.
- (d) Where protective equipment, clothing, or footwear is required per clause 6.06(b), employees will be provided with the required items including replacements at no cost to the employee.
- (e) Where CSA approved protective footwear is required per clause 6.06(b), but not provided per clause 6.06(d), an employee is entitled to:
 - (i) an allowance of \$12.00 per month of service in a position where this protective footwear is required,
 - (ii) an initial payment of \$100.00 upon, completion of the probationary period or trial period in a position where this protective footwear is required, and
 - (iii) where this footwear requires replacement, not resulting from normal wear and tear, the footwear will be replaced at no cost to the employee.
- (f) While employees are responsible for the purchase of their own eyeglasses, the Trustholder will pay for the additional cost of protective lenses.
- (g) Notwithstanding clause 6.06 (e)(ii), a temporary employee appointed for or employed less than 12 months and apprentices will receive the payment in clause 6.06 (e)(ii) when their service exceeds 12 months.

Tools

- 6.07** 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 will be replaced by the Trustholder when damaged or broken during the performance of his/her work. The Trustholder will supply special or unusual tools as required.

ARTICLE 7

HEALTH, SAFETY AND LABOUR/MANAGEMENT COMMITTEE

- 7.01** The parties recognize the importance of harmonious relationships achieved through joint problem solving and ensuring a safe, healthy work environment. To that end, a Committee has been established whose mandate is to:
- (a) review matters relating to the maintenance of good relations between the parties,
 - (b) review and resolve environmental health and safety issues that have not been resolved at the worksite level,
 - (c) investigate conditions causing grievances and misunderstandings and recommend appropriate resolution,
 - (d) make recommendations on educational programs including health and safety programs,
 - (e) resolve problems pertaining to the interpretation and administration of this Agreement,
 - (f) discuss matters of mutual interest or concern,
 - (g) make recommendations on changes to the Agreement, to their respective principals, and

- (h) exchange relevant information.
- 7.02** The Committee will comprise an equal number of Employer and Union representatives, with each appointing a minimum of 2 and a maximum of 4 Committee members. The Committee may call upon additional persons as resource expertise.
- 7.03** The Committee will meet at the call of either party or at least once every 2 months at a mutually agreed time. The AVP, HRS, or designee, and the Union Business Manager, or designee, will alternate in chairing meetings of the Committee.
- 7.04** The Committee will:
 - (a) apply the relevant health and safety legislation and regulations when making decisions or recommendations,
 - (b) establish sub-committees as it deems necessary and will set their terms of reference,
 - (c) ensure proper training of Committee members, and
 - (d) take minutes, distribute copies to Committee members and post on relevant bulletin boards.
- 7.05** Employees will not suffer any loss of regular earnings for time spent on this Committee or its ad hoc sub-committees.

ARTICLES

PROBATION

- 8.01** The probationary period of employees will not exceed 6 months of work, after commencement of employment, unless extended by the Trustholder or designee for up to 6 additional months, for reasons that are outlined in writing to the employee, the Union and Employee Relations.
- 8.02** During the probationary period, the Trustholder or designee (in consultation with Employee Relations) may dismiss a probationary employee. The employee will receive 5 working days' written notice if his/her period of employment is greater than 3 months.
- 8.03** A non-probationary person, who transfers, or is promoted to work for a Trustholder, will have a trial period of 3 months, which may be extended by the Trustholder for another 3 months for reasons that are outlined in writing to the employee with a copy to Employee Relations and the Union. During this trial period, if the employee is deemed unable to perform the duties of the new position satisfactorily, s/he will be laid off unless the employee's previous position is available and vacant.
- 8.04** Except in extenuating circumstances, no person should serve more than one probationary period with the Employer.
- 8.05** No probationary period will be required on disciplinary or involuntary demotion.

ARTICLE 9

HOURS OF WORK

9.01 The intent of this Article is to ensure employees and Trustholders understand the expectations for hours of work.

Employees and Trustholders will ensure that the employee's hours of work, as per the letter of appointment and provisions provided below, are adhered to.

9.02 New employees will receive a letter of appointment outlining their hours of work (i.e., regular work-day and regular work-week).

9.03 Regular Work-day and Work-week for Full-time Employees

- (a) The regular work-day will be:
 - (i) 7, or
 - (ii) 7.5, or
 - (iii) 8 consecutive hours.
- (b) The regular work-week will be:
 - (i) 35 hours,
 - (ii) 37.5 hours, or
 - (iii) 40 hours.
- (c) A regular work-week will consist of 5 days with 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 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 will be, on average, equivalent to that which the employee would have worked under clauses 9.03(a) and (b). Except for clauses 9.03(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 will 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 9.03(a) and (b), and the employee and Trustholder agree, the Trustholder will submit the agreed work schedule to the Director, ER & ES for approval. The Director, ER & ES will provide a copy of the agreed work schedule to the Union for approval. Approval will not be unreasonably withheld. A Trustholder and employee who fails to receive approval within 10 working days may implement the agreed upon schedule. Except for clauses 9.03(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 will 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 will not remain in effect for more than 2 weeks. This provision will not be used repeatedly so as to circumvent the requirement for; notice given above.

9.04 Rest Periods

- (a) Full-time employees will be entitled to a paid rest period of 15 minutes during each ½ working day of not less than 3 ½ hours duration.
- (b) Part-time employees will be entitled to a paid rest period of 15 minutes during the first 3 ½ hours, and an additional rest period of 15 minutes during the rest of their work-day if in excess of 2 hours.
- (c) Employees scheduled to work for more than 4 hours are entitled to receive at least ½ hour of unpaid time at approximately the mid-point of their working day.

9.05 Notification of Absence

- (a) An employee who is going to be absent from work will 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 will 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 9.05(a), his/her absence may be considered as unauthorized leave without pay unless s/he can demonstrate legitimate reasons for the non-compliance.

ARTICLE 10

OVERTIME

10.01 Trustholders and employees will monitor approved overtime worked to ensure that compensating time off in lieu occurs or, if approved, is paid.

10.02 Authorization

Overtime will be authorized in writing by the Trustholder or designee before it is worked and must be mutually agreeable to both Trustholder and employee.

10.03 Compensating Time Off and Rate

- (a) A full-time employee required and approved to work overtime will be compensated with time off at the rate of 1½ times 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, will be compensated at straight time for hours up to the scheduled regular daily hours for said full-time employee and thereafter will be compensated pursuant to clause 10.03(a).

10.04 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 will be calculated per clause 10.03.
- (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 6 months immediately following the month in which the overtime occurred, the employee will, instead, receive the overtime pay in the month immediately following the expiration of the 6 month period.

10.05 Any approved overtime will be paid out to an employee when s/he ceases working for his/her Trustholder.

10.06 Overtime will be:

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

10.07 When clauses 9.03 (e) or (f) apply to an employee, this Article will apply only after the employee has worked his/her hours for that modified work-day, work week or irregular hours of work.

ARTICLE 11

PAID HOLIDAYS

11.01 The following will be paid holidays:

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

11.02 Where a paid holiday under clause 11.01 falls on a Saturday or a Sunday, the paid holiday will be observed on the following Monday.

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

11.04 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.

- 11.05** When a paid holiday falls on one of an employee's normal rest days, s/he will be given some other day of paid leave in lieu of the day of test. For purposes of clause I 1.07, an employee will only be considered to have worked on a paid holiday when s/he works on one of the specific days set out in clause 11.01.
- 11.06** When provision of a lieu day cannot be arranged due to research/operational requirements, the Employee will receive a day's pay not later than the end of the month following the month in which the paid holiday occurs.
- 11.07** When an Employee is required to work on a paid holiday:
- (a) S/he will receive time off or pay, calculated at the rate of 2 times for all hours worked, and in addition will be given some other day off with pay in lieu of the paid holiday at a mutually agreeable time. Where this provision applies, clause 11.03, will not apply.
 - (b) When an Employee is required to work for less than his/her normal daily hours, s/he will be paid at straight time for the balance of those hours s/he was not required to work.
 - (c) Where a minimum time payment applies, the straight time pay will be for the difference between that minimum and his/her regular hours.
 - (d) The minimum time off or payment for working on a paid holiday is 2 hours at the applicable overtime rate.
- 11.08** Notwithstanding clause 11.06, an employee working in continuous operations will 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; 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 will not be changed except by mutual agreement.
- 11.09 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 will apply as written.
 - (b) If the paid holiday falls on a day when the employee is normally scheduled not to work, this Article will not apply to that employee.

ARTICLE 12

WINTER CLOSURE

- 12.01** Employees will normally be entitled to 4 days off, during the regular work week period of December 26 to December 31 inclusive, as follows:
- (a) The regularly scheduled work-days will 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 12 months, and these employees will receive the base pay they regularly receive for their normal day's work.

- (b) The regularly scheduled work-days will be designated as days off without pay (i.e., unpaid and not worked) for employees appointed for 12 months or less.
- (c) When an employee is scheduled and required to work on one or more of these days off, s/he will 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 12 months, s/he will receive an alternative day off with pay in lieu of the designated paid day off at a mutually agreeable time (no more than 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.
- (e) Eligible employees covered by clause 9.03 (e) will be entitled, at a mutually agreeable time (no more than 6 months later), to equivalent time off to a maximum of 7, 7.5 or 8 hours, as appropriate, for each designated day off with pay scheduled and worked; failing mutual agreement, the employee's supervisor may schedule the employee off or pay the employee for time off in lieu.

ARTICLE 13

VACATION

13.01 Vacation Year

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

13.02 Earned Vacation Credits

Vacation credits for a full-time employee appointed for greater than 12 months or employed for greater than 12 months will be earned on the basis of each calendar month of continuous employment with the Employer as follows:

- (a) at commencement of appointment:
 earning rate of 1 1/4 work-days per calendar month
 (i.e., 15 work-days every 12 calendar months of employment);
- (b) upon completion of 5 years of employment:
 earning rate of 1 2/3 work-days per calendar month
 (i.e., 20 work-days every 12 calendar months of employment);
- (c) upon completion of 16 years of employment:
 earning rate of 2 1/12 work-days per calendar month
 (i.e., 25 work-days every 12 calendar months of employment).
- (d) upon completion of 23 years of employment:
 earning rate 2 1/2 work-days per calendar month
 (i.e., 30 work-days every 12 calendar months of employment.)

- 13.03** Part-time employees appointed for greater than 12 months or employed for greater than 12 months will earn vacation credits as per clause 13.02; however, the vacation credits will be pro-rated in accordance with his/her actual hours worked or paid for (exclusive of overtime).
- 13.04** When a part-time employee becomes a full-time employee, his/her former part-time continuous employment will, 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 will remain governed by clause 13.03.
- 13.05** Notwithstanding clause 13.01, but subject to clause 13.07, an employee will 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.
- 13.06** In each vacation year, an employee will have the right to take his/her vacation in one unbroken period of no more than 20 days or to split his/her vacation subject to clause 13.07.
- 13.07** Vacation will be scheduled by mutual agreement between the employee and his/her Trustholder or designee. Subject to operational/research requirements, the Trustholder will accommodate the employee's choice of vacation time. When operational/research requirements prevent 2 or more employees, within the same seniority unit, from taking their vacation at the same time, their length of continuous employment will be the determinant.
- 13.08** Once vacations are authorized they will not be changed other than in cases of emergency except by mutual agreement.
- 13.09** Where one or more paid holidays fall within an employee's vacation, such paid holidays will not be counted as part of the employee's vacation.
- 13.10** Where an employee is hospitalized during his/her vacation, the duration of his/her hospitalization will be charged against his/her illness entitlement and will 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.
- 13.11** Where an employee has exhausted his/her illness leave entitlement, s/he will have the right to use his/her vacation credits, if any, to cover his/her absence due to illness.
- 13.12** 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 will lose any unused vacation credits under any circumstance.
- 13.13** An employee will 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 10 work-days prior to the commencement of his/her vacation.
- 13.14** (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 clause 13.14 (a) and subject to clause 13.07, 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).

13.15 Vacation credits, if any, will be paid out to an employee on the date of his/her cessation of employment with the Employer.

13.16 Employees Appointed for 12 Months or Less

This Article will not apply to employees appointed for 12 months or less. Instead, such employees will receive vacation pay at the rate of 4% of their total earnings (exclusive of overtime) for each pay period. Employees who have not worked in excess of 12 months will have approved vacation leave, if any, without pay. Such employees will also be entitled to take up to 2 weeks of time off without pay as vacation following their first 12 months worked. This period will not be considered a break in service.

ARTICLE 14

ILLNESS AND PROOF OF ILLNESS

- 14.01** The Employer and the Union jointly acknowledge their commitment to promoting wellness, encouraging the legitimate use of illness leave, and being proactive in returning employees to work.
- 14.02** “Illness” means illness, injury or quarantine affecting an employee, but does not include pregnancy.
- 14.03** “Casual illness” means an illness which causes an employee to be absent from duty for a period of 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 employment year, s/he may provide a medical certificate for additional absences of 3 work-days or less, and the absence will be considered as general illness.
- 14.04** “General illness” means certified illness which causes an employee to be absent from duty for a period of more than 3 consecutive work-days.
- 14.05** “Employment year” begins with the initial date of employment and continues with each full year of continuous employment thereafter, subject to clause 1.04(e).

14.06 Medical and Dental Appointments

Time off to attend medical and dental appointments requires authorization of the Trustholder in advance and will be scheduled to least interfere with the employee’s work. Time off that is taken during scheduled hours of work will be made up or charged against casual illness entitlement.

14.07 Illness Entitlement

Illness entitlement will have application only to the days on which the employee would otherwise normally be scheduled to work. Pro-rating will 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 12 months:

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

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

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

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

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

Such entitlement will be pro-rated.

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

When these employees work 14 hours or more per week, sick leave will commence being earned at the rate of one day per month, for each complete month of employment, up to a maximum accumulation of 12 days.

Such entitlement will be pro-rated for part-time employees.

14.08 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 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 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 14.10, 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 Employer. Should the 2 medical doctors disagree on the medical status of the employee, a third medical doctor to be selected by mutual agreement of the 2 medical doctors will settle the dispute.

14.09 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 will 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, will be taken at a mutually agreeable later date.

14.10 Proof of Illness

- (a) Medical certificates will be provided to the Trustholder, with a copy forwarded to the Health Recovery Support Unit, for any absence due to illness in excess of 3 work days. The medical certificate will specify:
 - (i) that the employee was unable to attend work and perform his/her regular duties due to illness, and
 - (ii) the duration of the illness.
- (b) Medical certificates for absence due to casual illness of 3 work days or less will not be required except where the employee has had a maximum of 10 work days of uncertified absence due to illness in a service year.
- (c) Medical certificates will 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 10 work days or where there is a discernable pattern of shorter duration absences as determined by the Trustholder, the employee will be required to submit a medical certificate to the Health Recovery Support Unit. The certificate will specify the nature of the illness, the duration or expected duration of the illness and a prognosis on recovery. The employee will also advise his/her supervisor of his/her continued absence. If the employee does not return to work on the specified return date(s), further medical certificates will be required.

14.11 Absence during Pregnancy

Notwithstanding clause 14.02 a pregnant employee who is absent from work due to a medical condition which is medically certified as an illness, will be eligible for illness benefits. The application of illness benefits will be suspended during pregnancy from the date on which maternity leave is scheduled to commence pursuant to clause 17.01, or the actual date of confinement, whichever is earlier, to the date on which the employee is scheduled to return to work pursuant to clause 17.02, or the date on which the employee actually returns to work, whichever is earlier.

14.12 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 employee is entitled to designate one member of the board. 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 15

COMPASSIONATE LEAVE

- 15.01** An employee appointed to a position that is greater than 12 months or an employee who has been continuously employed for greater than 12 months, upon receiving authorization from his/her Trustholder or designee, will be granted leave with pay for compassionate reasons up to a maximum entitlement of 5 working days per year.
- 15.02** A part-time employee will be entitled to compassionate leave under this Article, However, pay for such leave will be prorated in accordance with his/her regularly scheduled hours of work relative to the daily hours of a similar full-time position.

ARTICLE 16

LEAVE WITHOUT PAY

- 16.01** Where an employee applies for a leave of absence without pay, it may be granted subject to the approval of the Trustholder.
- 16.02** An employee may be granted leave of absence without pay to seek election for political office at the local, provincial or federal level. The leave period and other leave arrangements will be appropriate to the circumstances as approved by the Trustholder.
- 16.03** Upon written request, an elected Union official will be granted a leave of absence without pay. The Employer will continue all salary and benefits during the period of leave and will invoice the Union.

ARTICLE 17

MATERNITY AND PARENTAL LEAVE

Maternity Leave

- 17.01** Following 1 year of service, leave of absence without pay for more than 4 weeks to a maximum of 17 weeks for maternity reasons will be granted by the Employer with written notification to the Trustholder and Human Resource Services and: subject to the following conditions:
- (a) The employee will apply for maternity leave a minimum of 3 months prior to the expected date of birth.
 - (b) The date on which maternity leave will commence will be determined by the employee, in consultation with her physician, unless the pregnancy interferes with the performance of the duties of her position.
 - (c) The employee will advise of the anticipated return date.

- 17.02** An employee on approved maternity leave is entitled to return to the position she held immediately prior to going on leave. If the employee cannot be returned to her former position, she will be placed in an alternative position of a comparable nature. An employee who wishes to resume her employment on expiration of her approved maternity leave will provide at least 2 weeks' notice in writing of the day she intends to resume employment. In the event the employee wishes to resume employment earlier than her intended date of return, she may do so under the following conditions:
- (a) one month following the birth of her baby if a medical certificate is provided; or
 - (b) 6 weeks following the birth of her baby if a medical certificate is not provided.
- 17.03** The employee is required to advise 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 for any health related portion of her absence. The employee will provide medical evidence from her physician specifying the portion of her maternity leave attributable for any health related absence. If an employee opts to continue her benefit coverage with the Employer beyond the illness related portion of her leave, she must pre-pay her premiums for the non-medical portion of her leave.
- 17.04** Where an employee has resigned because of pregnancy and is re-employed within 24 months, the employee will have her previous unbroken period of service reinstated for the purposes of administering the terms and conditions of this Agreement including all leave entitlements.
- 17.05** A pregnant employee who satisfies the Employer, 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 will 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 4 months of pregnancy, which necessitates an absence of longer than 12 months, the employee may request further leave without pay.

17.06 Top Up Benefits

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

- (a) 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 14.07, and
 - (iii) the employee provides medical evidence from her physician specifying the portion of her maternity leave attributable for any health related absence.
- (b) 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.
- (c) The maternity top up benefit will provide the employee with 95% of gross earnings less deductions.

- (d) An employee who wishes to receive top up benefits will apply for Employment Insurance maternity benefits as soon as eligible'.

Parental Leave

- 17.07** Following one year of service, leave of absence without pay to a maximum of 37 weeks will be granted to an employee for parental leave for his/her newborn or adopted child, with written notification to the Trustholder and Human Resource Services and subject to the following conditions:
- (a) the employee will apply for leave a minimum of one month prior to the anticipated birth or adoption date, or provide as much notice as possible;
 - (b) such leave will commence no sooner than the actual birth or adoption date;
 - (c) such leave will commence no later than 52 weeks after the actual birth or adoption date;
 - (d) an employee is required to advise Human Resource Services prior to the commencement of parental leave regarding continuation of benefit coverage for the duration of the leave. If the employee opts to continue benefit coverage with the Employer during his/her parental leave, s/he must prepay the premiums.

General

- 17.08** If an employee decides not to return to work and so advises the Trustholder and Human Resource Services, benefit coverage as above will be maintained for the duration of the approved leave.
- 17.09** No employee will be eligible for leave under this article that is in excess of 12 months, per birth or adoption, unless otherwise approved.
- 17.10 Employees 12 Months or Less**

This Article will not apply to an employee who has not been continuously employed for 12 months; however, an employee who has been employed for 12 months or less will be entitled to apply her accumulated illness entitlement during the illness related portion of her pregnancy.

ARTICLE 18

WITNESS OR JURY DUTY

- 18.01** An employee who is required by law to serve jury duty or act as a witness will be granted leave with pay. Any fee received by him/her for such duty will be remitted to the Employer. However, this Article will not apply to any personal action where the employee is the plaintiff or defendant.
- 18.02** The employee will submit to his/her supervisor the document which requires him/her to appear as a witness or juror before being granted leave under this Article.
- 18.03** The employee scheduled to work day shift will work during those working hours that s/he is not required to attend the court proceedings. However, an employee, who is scheduled to work

afternoon, evening or night shifts during the period of jury or witness duty, will be granted a leave with pay for an equivalent number of scheduled shifts during the period.

ARTICLE 19

PERFORMANCE REVIEWS AND INCREMENTS

19.01 The parties recognize that the University's success depends on the performance and contribution of every employee. Effective performance management involves a continuous two-way process of communication between an employee and his/her Supervisor focussed on:

- (a) the direction and goals of the Trustholder and the employee's contributions in the coming year,
- (b) clear, reasonable expectations for performance and accountability,
- (c) how performance will be evaluated,
- (d) learning and development needs,
- (e) recognition of employee contributions, and
- (f) guidance and support to enhance employee performance.

19.02 Performance Reviews

The Supervisor and employee will complete a written summary of the discussions outlined in clause 19.01 and an evaluation of the employee's performance:

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

19.03 Rebuttal

An employee is entitled to put a written rebuttal to any performance review on his/her Personnel File within a reasonable time.

19.04 Performance Increments

- (a) Performance increment(s) are awarded for satisfactory or better performance, upon the recommendation of the Trustholder, after each annual review period using the base pay grade assigned within the Salary Appendices for the employee's present position.
- (b) No increment will be awarded for performance that is not satisfactory. Withholding an increment is a disciplinary action and Article 30 applies. Where an increment is not recommended due to unsatisfactory performance, the employee will be advised in writing by the supervisor of the reasons prior to the completion date of that review period.
- (c) Long service increment(s) are awarded where an eligible employee has reached the maximum of the base pay grade for his/her present position and has not received a performance or long service increment within the previous 36-month period worked in the position. There will be a maximum of 2 long service increments for each base pay grade as set out in the Salary Appendices.

ARTICLE 20

REDEPLOYMENT, LAYOFF, NOTICE/RECALL

General Provisions

- 20.01** A Trustholder, or designee, considering a layoff of an employee will consult with Employee Relations. In these situations, the parties are committed to consultation and ensuring that employees are treated with care, understanding and respect throughout the process.
- 20.02** At least 10 days prior to the planned formal notice of position disruption, Employee Relations will arrange a meeting with the Trustholder, the Union and affected employee(s). The purpose of the meeting is to discuss the details of the reorganization and anticipated impact on the employee(s).
- 20.03** After notice of the meeting, an employee who makes a claim under Article 14, Illness and Proof of Illness, will have no extraordinary rights under Article 20 and may expressly authorize a NASA representative to communicate on his/her behalf.
- 20.04** Where appropriate, an employee on any leave of absence may be contacted regarding position disruption for the purpose of discussing the planned disruption. However, formal notice to that employee will be the date of their return to work, unless the parties agree otherwise.
- 20.05** Within the period prior to the formal written notice to the affected employee(s), the Union, the Trustholder, Employee Relations and the employee(s) will meet to explore methods and alternatives for managing position disruption in a manner which minimizes negative impact on the employee(s). First, every effort will be made to make adjustments to terms and conditions of employment preferably without loss of pay, prior to any consideration of layoff of an employee. If agreement on methods and alternatives cannot be reached, the Employer will layoff pursuant to this Article.
- 20.06** Layoff means the permanent or temporary cessation of an employee's employment; however, it does not include provisions pursuant to Article 8, Probation, or Article 30, Discipline. It is not normally the reassignment of task, duties, work location or work schedule.
- 20.07** No employee will 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 will be dealt with pursuant to Article 30, Discipline); or
 - (c) solely to prevent him/her from having his/her employment extend beyond 12 months and thus be eligible to receive benefits.
- 20.08** No students (including Post Doctoral Fellows) will perform the regular work of employees where in doing so such action results in the layoff of an employee; however, nothing precludes the Employer from engaging students in legitimate training and learning opportunities.

20.09 A Trustholder (or designee) will provide an employee with as much informal notice as reasonably possible of the effective date of a layoff.

Formal Notice

- 20.10 (a)** Employees who have been continuously employed for greater than 12 months will receive the following written layoff notice or base pay in lieu of notice:
- (i) 2 weeks' notice, if the employee has more than 12 months and less than 2 years of continuous employment; or
 - (ii) 4 weeks' notice, if the employee has 2 years of continuous employment and less than 5 years of continuous employment; or
 - (iii) 2 months' notice, if the employee has at least 5 years of continuous employment but less than 10 years of continuous employment; or
 - (iv) 3 months' notice, if the employee has at least 10 years of continuous employment but less than 14 years of continuous employment; or
 - (v) 5 months' notice, if the employee has at least 14 years of continuous employment but less than 18 years of continuous employment; or
 - (vi) 6 months' notice, if the employee has at least 18 years of continuous employment.
- (b) The effective date of the layoff will be computed from the date of written layoff notice.
- (c) If an employee is to receive payment in lieu of notice, an employee will 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 will 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 will be required to repay an amount calculated on the basis of the following formula:

$$\text{Repayment} = \frac{\text{number of months of payment in lieu}}{\text{number of months not working at the University}} \times \text{the lesser base pay of the two positions}$$

No recalled employee will receive remuneration twice for the same period of time.

Long Term Employees

20.11 A "Long Term Employee" means an employee continuously employed for greater than 5 years.

20.12 When 2 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 will be placed on a recall list (separate lists for full-time and part-time employees) for a period of up to 24 months from date of written layoff notice. If a laid off employee is not recalled within that period s/he will be deemed terminated and receives no other rights or benefits.
- (b) Trustholders will consider any employee on a recall list prior to filling any general support trust employee position that is greater than 12 months duration.
- (c) An employee on layoff status (i.e., given notice of layoff or laid off) will be recalled in the order of his/her seniority within this Agreement. This will 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 month. The determination of the above will be made by the Trustholder.
- (d) A laid off employee will forfeit any further rights to recall if s/he declines one offer of recall to a position at his/her former status and grade.
- (e) If an employee accepts an employment opportunity of 12 months or less, then the employee will continue to have recall rights until either; (1) the recall employment opportunity extends beyond 12 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 will establish and maintain the recall lists. There will be one recall list for all full-time employees covered by Part A and Part B of this Agreement. There will be a separate recall list for all part-time employees covered by Part A and part B of this Agreement. Full-time employees will be recalled to full-time positions and part-time employees will be recalled to part-time positions.

20.15 Position Disruption Training Benefits

The Employer agrees to provide access to the Staff Retraining Fund for laid off employees.

The Employer 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 the Union.

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 will forego his/her right of recall.

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

Exceptions

- 20.16** For employees temporarily laid off for less than 3 months' duration, this Article will not apply except for clauses 20.05 and 20.09.

ARTICLE 21

WORKERS' COMPENSATION

- 21.01** When an employee sustains an injury in the course of his/her duties and is eligible for Workers' Compensation, s/he will 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 14, Illness and Proof of Illness. Payment under this provision will be made only for that period of time during which s/he would have received full base pay pursuant to Article 14, but such payments will not reduce his/her general illness entitlement for that year.
- 21.02** An employee who sustains an injury while in the employ of another employer and who is eligible for Workers' Compensation will not be covered by the Workers' Compensation Supplement (clause 21.01) and general illness (clause 14.04) provisions. Such absence will be considered authorized leave without pay.
- 21.03 Employees 12 months or less**

This Article will not apply to an employee who has been continuously employed in a position for 12 months or less.

ARTICLE 22

BENEFITS

22.01 Benefit Plans: Full Time Employees

When a full-time employee is appointed to a position for greater than 12 months or has been continuously employed for greater than 12 months, his/her Trustholder will pay 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 will be governed by the Master Policy for each plan.

22.02 Employee Funded Benefit Plans

An employee appointed to a position for greater than 12 months or employees who have been continuously employed in a position for greater than 12 months, may participate in the following plans by paying 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 will be governed by the Master Policy for each plan.

22.03 Benefit Plans: Part-Time Employees

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

- (a) s/he will be eligible to enroll for either single or family coverage for the following:
 - (i) Alberta Health Care Plan;
 - (ii) Supplementary Health Care Plan; and
 - (iii) Dental Insurance Plan.

The employee and his/her Trustholder will 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 will be governed by the Master Policy for each plan.

- (b) s/he will have:
 - (i) Long Term Disability (LTD) Plan; and
 - (ii) Basic Group Life Insurance Plan.

The employee and his/her Trustholder will 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 will be governed by the Master Policy for each plan.

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

The Employer will pay 100% of the cost of the premium for the plan.

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

22.04 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 24 month period from the date the employee started receiving LTD benefits.
- (b) Consistent with the rehabilitative employment provisions of the LTD Plan, the Employer will provide rehabilitative employment wherever possible. An employee offered such rehabilitative employment will have an obligation to accept it.

- (c) After the 24 month period, the Employer will consider the likelihood of the employee being able to return to work within the foreseeable future. If it is likely the employee will be capable of returning to work, the Employer will endeavour to return the employee to his/her former position or to a position s/he is medically certified as capable of performing.
- (d) The parties agree that recipients of LTD insurance benefits will 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.

22.05 Benefits Guide and Consultation

The Employer and the Union have, through negotiations, provided various benefit programs for employees. A Benefits Guide will be published from time to time by the Employer and the Union to provide detailed information about these programs. Insured benefit programs are subject to the contracts between the Employer and the carriers, and self-insured programs are subject to the Employer's plan documents. Both contracts and plan documents are referred to as the Master Policies in this Agreement. The Union will, however, be consulted on changes to the carriers of such contracts and plan documents. There must be mutual agreement to changes to the level of benefits contained in the plan documents.

22.06 Employment Insurance Rebate

The Union agrees that the Employer will retain the employees' portion of the Employment Insurance Rebate to be used for benefit purposes.

22.07 Part-time Employees and Full-time Employees 12 Months or Less

For employees appointed to a full-time or part-time position for 12 months or less, or full-time or part-time employees who have not been continuously employed for greater than 12 months, only clauses 22.01(f) or 22.03(c) and 22.05 will apply. The Employer undertakes to make available a group Alberta Health Care Plan, of which 100% of the premium cost will be paid by each participating employee.

ARTICLE 23

UNIVERSITY CREDIT COURSES

- 23.01** After one year of service, and on the recommendation of the Trustholder, full-time employees will have tuition fees remitted for University of Alberta credit courses on the following basis:
- (a) The Employer will remit fees to a maximum of 18 units of course weight in a calendar year of which up to 12 units of course weight can be taken in the Fall and Winter terms.
 - (b) Remission of fees will include only instructional fees and will not cover books, supplies and other costs. An employee approved for tuition fees is not required to prepay the fees.
 - (c) A maximum of 3 units of course weight per Term (Fall, Winter, Spring, Summer) may be taken during the employee's regular hours of work on the recommendation of the Trustholder 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 regular 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) A separate request for remission must be provided for each academic session.
- (e) Employees are responsible for registration and providing proof of registration.
- (f) Approval of subsequent credit courses is contingent upon evidence of completion being submitted to the Trustholder.

23.02 Part-time Employees

After one year of continuous employment and, on the recommendation of the Trustholder, a part-time employee will have tuition fees remitted for 3 units of course weight in a calendar year. Such course(s) will be taken outside an employee's normally scheduled hours of work.

23.03 Employees 12 months or less

For employees who are appointed to work 12 months or less, this Article will not apply.

23.04 This Article will also apply to employees at locations other than Edmonton.

ARTICLE 24

HUMAN RESOURCES DEVELOPMENT FUND

24.01 The Employer and the Union are committed to learning and development for Support Staff. As part of this commitment, the Employer has established a Human Resources Development Fund (the Fund). As of April 1st of each year, the Fund will be allocated \$400,000 to be administered by the Director, Individual and Organizational Effectiveness.

24.02 The purpose of the Fund is to enable employees to:

- (a) access learning opportunities (courses, workshops or seminars, excluding University courses under Article 23) that will improve the employee's performance in his/her current position or develop future job related skills,
- (b) access development opportunities when participating in rehabilitative employment as described in clause 3 1.06(d)(ii) of Part A of this Agreement, or
- (c) access non-credit University of Alberta courses that enhance employee wellness (e.g. physical education, stress management).

24.03 The parties encourage discussion between the employee and his/her supervisor to identify learning and development plans and potential learning opportunities where the Fund may apply, as part of the on-going performance management process. However, the cost of job-specific training required by the Trustholder or legislation cannot be charged to the Fund.

- 24.04** (a) An employee, appointed for or continuously employed for greater than 12 months, will be entitled to a maximum of \$750 per fiscal year to fund learning opportunities which meet the criteria outlined in clause 24.02.
- (b) An employee, appointed for or continuously employed for greater than 12 months, may request permission to use his/her future annual entitlements to a maximum of \$2,250 for a specific program of studies offered by an approved post-secondary institution where the program is part of a long term learning plan that, in the judgement of the employee in consultation with his/her supervisor, meets the criteria outlined in clause 24.02.

Where the identical program of studies referred to in this clause is available at the University of Alberta, the employee will access that program.

Where such a program is approved under this Article, the employee will not be eligible for funding in the following 2 fiscal years.

- (c) An employee, not yet employed for greater than 12 months, will be entitled to a maximum of \$500 per fiscal year to fund learning opportunities which meet the criteria outlined in clause 24.02.
- (d) Funding will include reimbursement for registration and course fees, course materials, examination fees and, where applicable, reasonable out-of-town expenses for travel, meals and accommodation, but will not cover membership fees.
- (e) There will be no carry over of any unused portion of an employee's maximum entitlement to a subsequent fiscal year.

24.05 Learning opportunities under this Article may be accessed during an employee's regular hours of work, subject to the approval of his/her supervisor. Where the learning opportunity is of mutual benefit to the employee and the Trustholder, the time off will be with pay. In other cases, make up time arrangements between the employee and the Trustholder will be finalized prior to approval being granted. An employee on an approved absence during regular hours of work is not eligible for overtime compensation until the equivalent of working hours missed have been made up.

- 24.06** (a) The Department will pay course fees on behalf of the employee directly to the institution concerned and be reimbursed through the Fund upon providing proof of payment.
- (b) When an employee cancels, fails to attend or complete an approved learning opportunity without legitimate reasons, s/he will be fully responsible to reimburse the Fund for all costs associated with the cancellation.

- 24.07** (a) When funding has been approved and the employee is then advised that s/he is to be laid off, s/he will have the right to proceed with the learning opportunity regardless of its commencement date and the Trustholder will honour all approved reimbursement.
- (b) Subject to mutual agreement between the parties, individual limits for this funding may be waived for employees on layoff status or about to be laid off.

- 24.08** (a) No employee will have access to the Fund once s/he has left the employ of the Employer, subject to clauses 24.06(a) and 24.07(b).

- (b) When an approved learning opportunity has commenced prior to the effective date of an employee's resignation or dismissal, the employee will not be required to repay any portion of the approved reimbursement to the Employer.
- (c) When an approved learning opportunity is to commence on or after the effective date of an employee's resignation or dismissal, the employee will either cancel the training or fully repay to the Employer all monies already paid on his/her behalf. The employee will be fully responsible for all costs associated with the cancellation.

24.09 Where, by no later than February 1, utilization figures indicate that there will likely be an unused portion of the Fund in that fiscal year, the Director, Individual and Organizational Effectiveness, and the Union will jointly agree to:

- (a) adjust individual maximum entitlements for that fiscal year up to a maximum entitlement of \$1,500, and/or
- (b) use the unused portion to fund the development of learning opportunities for employees.

ARTICLE 25

PROMOTIONS, TRANSFERS AND RESPONSIBILITY PAY

25.01 Transfer

Where an employee voluntarily moves from one position to another position with the same grade level such a move will be considered a transfer and there will be no change to his/her base pay or performance review period.

Except as provided in this Article, it is understood that a regular employee voluntarily demoted, transferred or promoted to a non-established position has voluntarily waived his/her seniority.

No employee will be unreasonably transferred.

25.02 Promotion

When an employee is promoted from one position to another position with a higher-grade level, his/her new base pay will be within the range of the higher grade for his/her new position. The new base pay will be no less than one full increment above his/her current pay. Performance increments will thereafter be granted, pursuant to Article 19, annually from the date of promotion. If the Employee is within 3 months of his/her next increment on date of promotion, s/he will be granted an additional increment.

25.03 Responsibility Pay

Where an employee is required to perform higher level duties, in addition to some of her/his own regular duties and responsibilities, for a cumulative qualifying period of 5 days per fiscal year, s/he will receive a premium of at least 5% of his/her base pay for the period of temporary responsibility including the qualifying period. After a period of 6 months a new job fact sheet will be done and a job evaluation completed.

25.04 Temporary Transfers and Promotions

When an employee is transferred or promoted on a temporary basis, then the following will apply:

- (a) The term will not exceed 12 months or the specific term of the project. Extensions may be made and a copy of the revised terms is to be provided to the Union and Employee Relations.
- (b) The employee will be paid:
 - (i) In the case of a transfer, there will be no change to his/her base pay or performance review period;
 - (ii) In the case of a promotion, s/he will be paid at least a minimum of 5% of his/her base pay or the minimum base pay for that higher level position, whichever is greater.
 - (iii) Where s/he is promoted to a position that is outside the scope of this collective agreement, s/he will be paid no less than 10% of his/her base pay.
- (c) The employee will be eligible for increments, as per Article 19, for each year in the temporary transfer or promotion.
- (d) Seniority and service will continue to accrue normally and there is no change to the employee's base job family and seniority unit.
- (e) During the term of the temporary transfer or promotion, either the Employer or employee can end the assignment with 30 days written notice or less as mutually agreed.
- (f) At the end of the temporary transfer or promotion, the employee will return to his/her original job.
- (g) Upon return to his/her original position, the employee's pay will be adjusted to reflect all increments that would have been due had s/he remained in his/her original position. Any extra increments granted during the temporary transfer or promotion may be granted upon return to his/her original position, at the discretion of the Trustholder.
- (h) Where the temporary transfer or promotion is going to continue for less than 6 weeks then clause 25.04 (e) above will not apply.
- (i) All terms and conditions, including defined duties and responsibilities, will be provided to the employee in writing with copies to Employee Relations.

ARTICLE 26

PREMIUMS

26.01 Second Language Premium

Where a second language is an integral component of the core job requirements, a 5% premium will be provided on appointment and will continue as long as the position includes the second language responsibility. Where the requirement is for more than one additional language and that/those language(s) are required to be used 'more than 25% of the time, an additional 5% premium will be provided.

ARTICLE 27

POSITION EVALUATION

27.01 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 will contact Human Resource Services (HRS).

27.02 Job Documentation

The Trustholder will strive to provide a Job Description for each position of greater than 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 Employer for the purposes of formal position evaluation.

27.03 Initial Position Evaluation Process

- (a) Positions will be evaluated in accordance with the Employer's Job Evaluation Plan. The parties agree that the application of this Article and Article 28 does not obligate the Employer 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 HRS. 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 HRS. HRS will provide copies of these job descriptions to the Union along with the assigned grade level and job family allocation.

27.04 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 HRS or the Union to mediate and resolve the difficulties. Failing agreement, the Trustholder and HRS will determine the appropriate content of the Job Fact Sheet.

27.05 Formal Position Evaluation Process

- (a) A position initially evaluated may be subsequently formally evaluated if requested by the Trustholder or employee.
- (b) HRS will acknowledge receipt of a formal evaluation request to the Trustholder and employee (if the position has an incumbent) within 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.

HRS will formally review the Job Fact Sheet, evaluate the position and communicate the results to the Trustholder, the employee and the Union.

- (c) Unless a position has significantly changed, HRS will not re-evaluate a position if a formal position evaluation and/or appeal has been concluded within the preceding 12 months.

27.06 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 27.05.

The effective date of the position evaluation will normally be the date the employee and Trustholder signed off the Job Fact Sheet.

27.07 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 27.05. The effective date of the position evaluation will normally be no earlier than the date of receipt of all required documentation by HRS.

27.08 Appeals

An employee or Trustholder may appeal a formal position evaluation in accordance with this Article. Such an appeal will not be considered a grievance under Article 33, Dispute Resolution Process.

27.09 Re-evaluation to a Higher Grade

- (a) When a position is re-evaluated to a higher grade level, the employee will be entitled to a pay increase. The new base pay will be no less than one full increment above his/her current pay, or the minimum of the new grade level, whichever is greater.
- (b) The effective date of the increase will be pursuant to clauses 27.06 or 27.07. The employee's performance review period and future increments will not be affected.

27.10 Re-evaluation to a Lower Grade

- (a) When a position is re-evaluated to a lower grade level, the employee's base pay will remain unchanged. If the employee's base pay is below the long service maximum for the re-evaluated job, their performance review period and future increments will not be affected.
- (b) If his/her base pay is at or above the long service maximum for the re-evaluated position, the base pay will remain unchanged, "red-circled", and s/he will not be eligible for increments until such time that his/her base pay falls within the salary range of the grade of the re-evaluated position.

ARTICLE 28

POSITION EVALUATION APPEALS

28.01 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 27. 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.

28.02 Position Evaluation Appeals Procedure

Appeals by an employee or Trustholder will be initiated in writing within 60 days from the date of the most recent formal position evaluation. Appeals will be submitted to the Director, ER & ES, with copies to the Trustholder and employee. The written appeal will include the reasons for the appeal and any supporting information'. The Director, ER & ES (or designee) will, within 20 days from the date of submission of the appeal, reply in writing to the appellant. The reply will 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 will tender a report within 60 days of receipt of the appeal. The report will be submitted to the Director, ER & ES. Within 5 days of receipt of the position analyst's report, the Director, ER & ES will write to the parties to the appeal, stating the reasons for the success or failure of the appeal.

28.03 Advancement of Appeals

Where the appellant is dissatisfied with the response of the Director, ER & ES, the appellant will, within 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 28.02, and (2) the response by the Director, ER & ES, and (3) any additional information the appellant may wish to provide. The appellant will provide copies of the notice of appeal and any additional information submitted under this clause to the Director, ER & ES. If the employee chooses, the employee may request the assistance of the Union.

28.04 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 28.02; or
- (b) the appellant or HRS and the Chairperson, JEAC, in the case of clause 28.03.

Such consent will not be unreasonably withheld.

28.05 Subsequent Appeals

Where the JEAC has heard an appeal under clause 28.03, 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 29

EXCEPTIONS TO TERMS AND CONDITIONS OF EMPLOYMENT

- 29.01** Notwithstanding any term or condition of employment, the provisions of this Article may be applied.
- 29.02** 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 will notify Employee Relations and provide the following particulars:
 - (i) what special term(s) and condition(s) are requested;
 - (ii) when the term(s) or condition(s) are expected to commence;
 - (iii) how long the term(s) or condition(s) are expected to be required; and
 - (iv) what alternatives have been considered;
 - (b) Employee Relations and the Trustholder will jointly review the request;
 - (c) Employee Relations will notify the Union of the request, providing the particulars, with a stated reasonable response time;
 - (d) the Union will review the particulars and respond within the stated response time or, if unable to respond within the stated response time, then the Union and Employee Relations will mutually agree upon a new response time; and
 - (e) the Union and Employee Relations (and, if needed, the Trustholder) will discuss the request and reach written agreement; or
 - (f) failing agreement, the parties will continue to discuss bona fide alternatives and in the interim the provisional terms and conditions of employment may commence; and
 - (g) if the Union subsequently determines an agreement cannot be reached, the Union will notify Employee Relations and appropriate action will be taken.

- 29.03** If a Trustholder will be exceeding any term or condition of employment pursuant to this Agreement, then:
- (a) as soon as possible, the Trustholder will notify Employee Relations and indicate the particulars for such determination including providing the specific duration required;
 - (b) Employee Relations and the Trustholder will jointly review; and
 - (c) Employee Relations will notify the Union including the particulars.
- 29.04** The parties agree that the provisions of this Article will be applied in a timely fashion.

ARTICLE 30

DISCIPLINE

- 30.01** (a) The Employer follows a progressive process of discipline. The Employer may discipline, demote or dismiss an employee for just cause.
- (b) Discipline should be administered in a timely manner and maintain the employee's dignity and self-respect. Therefore managers and supervisors should first meet with employees to communicate concerns about an employee's performance or conduct. Written correspondence in any form may be used as a follow up to an in-person meeting.

30.02 Non-Disciplinary Actions

The following circumstances do not constitute disciplinary actions:

(a) **Coaching**

When there are concerns about an employee's performance or conduct, the Trustholder or supervisor will, as part of the ongoing process of performance management, meet with the employee and make every reasonable effort to clarify expectations, address issues or provide guidance to assist the employee to correct the problem.

(b) **Letter of Counselling**

The Trustholder or a supervisor may give an employee a letter of counselling designed to improve the employee's performance or conduct, which outlines performance expectations. The employee may provide a written rebuttal to the Employer's letter of counselling within a reasonable time. Neither the letter of counselling or the rebuttal will be placed on the employee's Personnel File.

(c) **Relief of Duty with Pay**

An employee may be relieved of duty with pay during an investigation that may lead to discipline, and the attendance of the employee at work would hinder the investigation.

30.03 Pre-Disciplinary Actions

(a) **Consultation with Employee Relations**

Trustholders will consult with Employee Relations prior to taking any disciplinary action.

(b) **Investigation**

If a Trustholder is considering disciplinary action, an investigation into the matter may be necessary to ascertain all the relevant facts prior to making any final disciplinary determination. 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 Union Steward in attendance and the Trustholder will inform the employee of this right.

30.04 Employee Waiver

An employee has the right to have a Union Steward present during any investigation interview or disciplinary meeting. However, an employee may waive his/her right to representation by signing the waiver form in Appendix "G". A copy of the signed waiver form will be sent to Employee Relations. An employee may repeal his/her waiver, in writing to Employee Relations, at anytime during the discipline process.

30.05 An employee notified of an investigation interview or formal disciplinary meeting, and who then makes a claim under Article 14, Illness & Proof of Illness, will have no extraordinary rights under this Article.

30.06 Disciplinary Actions and Due Process

The progressive discipline process outlined below provides for increasingly serious actions to be taken by the Employer if a problem with an employee's conduct or performance is not resolved after using the appropriate non-disciplinary actions, The Employer will follow this process in sequential order, except when the particular circumstances of a case justify moving immediately to a more serious action.

(a) **Disciplinary Meeting**

- (i) When the Employer has made a determination that an employee will be disciplined, the employee will be notified that a meeting will be convened specifically for that purpose and advise the employee of their right to Union representation.
- (ii) The Employer will hold a disciplinary meeting with the employee.
- (iii) Prior to taking any disciplinary action, the Employer will discuss the proposed action with the Union Steward or a Union Representative, provided the employee has not waived his/her right per clause 30.04.

(b) **Written Reprimand**

A written reprimand given to an employee by the Employer will include reasons for the reprimand and expectations for future performance or conduct.

(c) **Suspension Without Pay**

Where a suspension without pay is given to an employee, the Employer will provide written reasons to the employee that includes the length and time of the suspension, and expectations for future performance or conduct.

(d) **Demotion**

Where an employee is demoted, the Employer will provide written reasons to the employee including expectations for future performance or conduct.

(e) **Dismissal**

Where an employee is dismissed, the Employer will provide written reasons to the employee.

(f) **Written Verification of Disciplinary Action**

Copies of written verifications of disciplinary action will be provided to Employee Relations, and to the Union provided the employee has not waived his/her right per clause 30.04.

(g) **Employee Written Rebuttal**

The employee may provide a written rebuttal to the Employer of any disciplinary action taken. Copies will be given to Employee Relations and the Union, provided the employee has not waived his/her right per clause 30.04.

30.07 Access to Dispute Resolution Process

The employee will have the right to apply Article 33, Dispute Resolution Process, following any disciplinary action.

30.08 Notification If Employee Unavailable For Disciplinary Meeting

If the employee is unavailable for a disciplinary meeting, the notification of discipline will be deemed received if personally delivered or mailed by prepaid registered mail. When the notice is mailed, it will be deemed received within 5 days of the date of mailing.

30.09 Employee Review of Personnel File

By written request, an employee will be entitled to examine the contents of his/her Personnel File in Human Resource Services during regular hours of work. By employee written request, adverse reports and disciplinary actions more than 2 years old will be cleared from the employee's Personnel File if no further adverse reports or disciplinary actions have been submitted.

ARTICLE 31

RESIGNATION

31.01 Notice of Resignation

An employee will provide the Employer with 10 working days notice of resignation not including earned but unused vacation or compensating time off.

ARTICLE 32

POSITION ABANDONMENT

32.01 An employee absent from employment without permission and without informing the Trustholder or designee will, after 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 33

DISPUTE RESOLUTION PROCESS

33.01 General Principles

(a) **Recognition**

The Employer and the Union will work together to foster a **collegial** and productive workplace. Working together requires a commitment to frequent and open communications and joint problem solving on matters affecting the Collective Agreement and/or the Union-Management relationship.

The purpose of the dispute resolution process is to resolve problems, complaints and grievances, between the Union and the Employer, in a timely and effective fashion, and to maintain harmonious working relations.

Both parties recognize their collective duties and responsibilities in these matters.

(b) **Disclosure**

The parties will disclose all information/documentation concerning the dispute at the earliest possible opportunity.

(c) **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 4 of the Grievance Procedure.

(d) **Grievance Application**

It is the intent of the parties that only one grievance type be dealt with on a particular matter and that said 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 will 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.

(e) **Grievance Replies**

All grievances will have replies in writing stating reasons with copies to the employee(s), the Union, affected supervisors and/or the Designated Employer Representative as the case may be, and Employee Relations.

(f) **Time Limits**

Any of the time limits outlined in this Article may be extended or placed in abeyance upon mutual agreement in writing of the parties. All of the time limits referred to in this Article will 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 will 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 will be deemed wholly at an end.

(g) **Designated Employer Representative (DER)**

For the purpose of this Article, the Employer will name the Designated Employer Representative (DER) at Step 2 and provide this information to the Union. The DER will be a senior administrative level representative with the authority to resolve the dispute.

(h) **Designated Official of the Union**

For the purpose of this Article, the Union will notify Employee Relations of the name of the individual who is the Designated Official of the Union.

33.02 Definition of Grievance Types

(a) **Individual Grievance**

An individual grievance will be defined as any difference arising out of the interpretation, application, operation, administration, or alleged violation of the 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, recall), such grievance will be initiated at Step 3 of the Grievance Procedure.

(b) Group Grievance

A group grievance will be defined as any difference arising out of the interpretation, application, operation, administration, or alleged violation of the Agreement, and including any dispute as to whether the difference is arbitrable, concerning 2 or more employees in the same Department. Such grievance will be initiated at Step 2 of the Grievance Procedure.

(c) Policy Grievance

A policy grievance will 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 and/or more than one employee in more than one department. Such grievance will be initiated at Step 3 of the Grievance Procedure.

(d) Written Grievance Information

A formal written grievance will 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) and his/her department(s);
- (iv) the remedy sought;
- (v) the Article(s) of the Agreement allegedly violated or the alleged occurrence said to have caused such grievance;
- (vi) signature of the Designated Official of the Union.

33.03 Procedure

Employee's Right to Representation

An employee's right to representation by the Union is recognized as identified in this Article, and will not be bypassed in this dispute resolution process.

Facilitation

At any step in this procedure the Union and/or Employee Relations may be asked to assist in achieving a resolution.

Expectations

The parties to this Agreement are committed to resolving problems at the earliest possible step of the procedure.

Step 1 Immediate Supervisor

If a dispute arises between the Employer and an employee, the employee will first seek to resolve the dispute through a problem solving discussion with his/her immediate supervisor within 10 days of the time the employee should reasonably have become aware of the action or matter giving rise to the dispute. The immediate supervisor's response will be provided to the employee in writing within 5 days of the discussion. If the dispute is not resolved satisfactorily, it may then be advanced to Step 2 within 10 days of receipt of the immediate supervisor's response.

Step 2 Designated Employer Representative

If a dispute has been advanced to Step 2, the employee, the Union and all parties immediately affected by the dispute, as determined by the parties, will seek to resolve the dispute at a problem solving discussion with the DER. If an acceptable resolution cannot be achieved, the DER will, after considering all relevant facts, make a determination and provide a written response to the employee and the Union within 5 days of the discussion with a copy to Employee Relations. If the dispute is not resolved satisfactorily, it may then become a grievance and be advanced to Step 3 within 10 days of receipt of the DER's response.

Step 3 Director, Employee Relations and Employment Services

The grievance will be submitted in writing to the Director, ER & ES, with a copy to the AVP (HRS). When a grievance has been submitted at Step 3 of this procedure, the Union and the Director will hold a problem-solving meeting to attempt to resolve the grievance. The meeting will be held within 10 days of receipt of the grievance by the Director. Where a resolution has been reached the agreement will be committed to writing and circulated to all parties involved. If the grievance cannot be resolved through discussion, the Director will, after considering all relevant facts, make a final determination regarding the outcome of the grievance. The Director will communicate this determination to the Union within 5 days of the meeting. If the grievance is not resolved to the satisfaction of the Union, it may be advanced to Step 4 within 30 days of receipt of the Director's response.

Step 4 Arbitration

Either party may submit a grievance to arbitration. After having submitted the grievance to arbitration, the parties may agree to further attempts to resolve the issue through mediation.

33.04 Mediation

The purpose of mediation in the grievance process is to assist the parties in reaching a resolution of the grievance and anything said, proposed, generated or prepared for the purpose of trying to achieve a settlement is to be considered privileged and will not be used for any other purpose including any subsequent arbitration proceeding. The mediator will be confined to the issue in dispute. The mediator will be chosen by mutual agreement and all expenses of the mediator will be borne equally by both parties.

33.05 Arbitration

- (a) Either party may advance the dispute to arbitration, will notify the other party in writing of its intention to do so, and

- (i) name its nominee to the board of arbitration; or
 - (ii) state its desire to consider the appointment of a single arbitrator.
- (b) Within 5 days after receipt of notification provided for above, the party receiving such notice will:
- (i) inform the other party of the name of its nominee to a board of arbitration; or
 - (ii) arrange to discuss with the other party the selection of a single arbitrator.
- (c) The parties may select one person to act as a sole arbitrator to whom any such grievance may be submitted for arbitration and such person will have the same powers and be subject to the same restriction as a board of arbitration appointed under this Agreement.
- (d) Where agreement cannot be reached on a single arbitrator, a board of arbitration will be established.

Where the nominees to a board have been named by the parties, they will within 10 days endeavour to select a mutually acceptable chairperson for the arbitration board. The nominees will consider arbitrators both on and off the attached roster (Appendix H). If they are unable to agree the parties will appoint a person from the roster.

- (e) The following conditions will apply to the powers of the arbitrator. The arbitrator may:
- (i) require production, in advance of the hearing, of documents deemed relevant to the grievance;
 - (ii) examine any witnesses deemed relevant to the grievance;
 - (iii) assist the parties in mediating a resolution of the grievance;
 - (iv) not change, amend, alter or modify any of the terms of this Agreement;
 - (v) in matters relating to disciplinary action, reinstate an Employee with or without compensation for wages and/or benefits; and/or make any other award s/he may deem just and reasonable that would be consistent with the terms of the Agreement.
- (f) The arbitrator will have the responsibility to:
- (i) arbitrate the matter and confine the decision to the issues in dispute;
 - (ii) determine his/her own procedure and give full opportunity to the parties to present evidence and to be heard;
 - (iii) hear **and** determine the merits of the grievance and issue an award in writing to the parties within 30 days of the **conclusion** of the hearing;
 - (iv) where requested, determine whether a particular matter is **arbitrable** under this Agreement.
- (g) **Any** arbitration decision will be final and binding upon the parties and upon any employee affected by the decision.
- (h) The decision will be one reached by a majority of the members of the board of arbitration. However, if there is no majority decision, then the decision of the Chair will constitute the final binding decision.

- (i) Each party will bear the expenses and costs of their respective presentation and the parties will equally share the fees and expenses of the arbitrator.
- (j) The parties will 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 grievance to be placed before the board of arbitration; and
 - (iii) of the right of that third party to be present and represented.
- (k) The parties will annually review the approved Roster of Mediators/Arbitrators as contained in Appendix H, for the purpose of revision.

ARTICLE 34

DISCRIMINATION AND HARASSMENT COMPLAINTS

34.01 There will be no discrimination, restriction Or coercion exercised or practiced by either party in respect of any employee by reason of age, race, colour, creed, national origin, political or religious belief, sex, sexual orientation, marital status, physical disability or in respect of an employee's or Employer's exercising any right conferred under this Agreement or any law of Canada or Alberta.

Note: The remainder of this Article is to be suspended. The new Article (Discrimination and Harassment Complaints) is under development pending tripartite discussions. In the interim, see Appendix D: Interim Procedure ~ Article 33A, Dispute Resolution Process.





ARTICLE 35

SALARIES




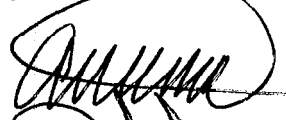


- 35.01** An employee will be paid in accordance with the grade assigned to his/her position.
- 35.02** When there is a negotiated increase of the grades of base pay in Appendices A or B, employees will be paid on the new higher grades of base pay.
- 35.03** The Employer will annually provide the Union with the number of employees paid above and below the grade assigned to their position.
- 35.04** (a) Employees paid on a monthly basis will receive their salary cheques on the second last banking day of each month, except in December when it will be the second last banking day prior to December 25th.
 - (b) Employees paid on a bi-monthly payroll will receive their paycheques on the 10th and 25th days of each month.
 - (c) Premium pay, other than overtime, will be paid no later than the month following the month in which it was earned.

Signed this 13th day of February, 2001.

On Behalf of the Governors
of the University of Alberta

On Behalf of the Non-Academic
Staff Association







Doreen
P.A. Jansen

APPENDIX A

HOURLY RATE EFFECTIVE APRIL 1, 2000

LONG SERVICE INCREMENTS

	1	1.5	2	2.5	3	3.5	4	4.5	5	5.5	6	6.5	7	a	9
1	9.46	9.65	9.83	9.99	10.16	10.34	10.51	10.70	10.89	11.09	11.27	11.47	11.66	12.07	12.50
2	10.22	10.40	10.58	10.77	10.97	11.17	11.37	11.55	11.75	11.96	12.17	12.39	12.59	13.03	13.48
3	11.23	11.43	11.62	11.84	12.04	12.25	12.46	12.69	12.91	13.14	13.35	13.59	13.83	14.32	14.83
4	12.25	12.47	12.69	12.91	13.14	13.37	13.60	13.83	14.05	14.32	14.58	14.84	15.10	15.62	16.17
5	13.37	13.62	13.87	14.12	14.37	14.63	14.89	15.16	15.44	15.72	16.00	16.29	16.57	17.17	17.79
6	14.64	14.91	15.18	15.48	15.76	16.05	16.34	16.65	16.97	17.28	17.60	17.93	18.24	18.94	19.62
7	15.93	16.24	16.55	16.87	17.18	17.51	17.85	18.20	18.53	18.89	19.25	19.61	19.98	20.76	21.53
8	17.23	17.58	17.93	18.27	18.61	18.97	19.33	19.72	20.10	20.50	20.88	21.30	21.73	22.56	23.42
9	18.64	19.00	19.38	19.78	20.18	20.59	20.99	21.40	21.83	22.28	22.72	23.19	23.64	24.58	25.56
10	20.07	20.49	20.89	21.34	21.79	22.24	22.67	23.15	23.61	24.11	24.59	25.10	25.60	26.67	27.75
11	21.50	21.96	22.42	22.90	23.37	23.87	24.37	24.88	25.39	25.93	26.46	27.03	27.59	28.75	29.94
12	22.91	23.41	23.90	24.43	24.95	25.50	26.04	26.60	27.15	27.75	28.34	28.95	29.57	30.83	32.15
13	25.25	25.81	26.35	26.96	27.54	28.16	28.78	29.42	30.06	30.72	31.38	32.07	32.77	34.22	35.73
14	27.38	28.01	28.62	29.29	29.94	30.64	31.31	32.03	32.74	33.48	34.23	35.01	35.79	37.38	39.06
15	29.60	30.31	30.99	31.72	32.43	33.19	33.95	34.74	35.53	36.35	37.18	38.05	38.92	40.68	42.56

Provided for Information Purposes Only

APPENDIX A
Effective April 1, 2000

MONTHLY RATES FOR A 35 HOUR WORK WEEK

Formula for calculation of monthly rate: (hourly rate x 1820 hours per year) divided by 12 = monthly rate

GRADE	STEP														
	1	1.5	2	2.5	3	3.5	4	4.5	5	5.5	6	6.5	7	8	9
1	1,434.77	1,463.58	1,490.88	1,515.15	1,540.93	1,568.23	1,594.02	1,622.83	1,651.65	1,681.98	1,709.28	1,739.62	1,768.43	1,830.62	1,895.83
2	1,550.03	1,577.33	1,604.63	1,633.45	1,663.78	1,694.12	1,724.45	1,751.75	1,782.08	1,813.93	1,845.78	1,879.15	1,909.48	1,976.22	2,044.47
3	1,703.22	1,733.55	1,762.37	1,795.73	1,826.07	1,857.92	1,889.77	1,924.65	1,958.02	1,992.90	2,024.75	2,061.15	2,097.55	2,171.87	2,249.22
4	1,857.92	1,891.28	1,924.65	1,958.02	1,992.90	2,027.78	2,062.67	2,097.55	2,130.92	2,171.87	2,211.30	2,250.73	2,290.17	2,369.03	2,452.45
5	2,027.78	2,065.70	2,103.62	2,141.53	2,179.45	2,218.88	2,258.32	2,299.27	2,341.73	2,384.20	2,426.67	2,470.65	2,513.12	2,604.12	2,698.15
6	2,220.40	2,261.35	2,302.30	2,347.80	2,390.27	2,434.25	2,478.23	2,525.25	2,573.78	2,620.80	2,669.33	2,719.38	2,766.40	2,872.57	2,975.70
7	2,416.05	2,463.07	2,510.08	2,558.62	2,605.63	2,655.68	2,707.25	2,760.33	2,810.38	2,864.98	2,919.58	2,974.18	3,030.30	3,148.60	3,265.38
8	2,613.22	2,666.30	2,719.38	2,770.95	2,822.52	2,877.12	2,931.72	2,990.87	3,048.50	3,109.17	3,166.80	3,230.50	3,295.72	3,421.60	3,552.03
9	2,827.07	2,881.67	2,939.30	2,999.97	3,060.63	3,122.82	3,183.48	3,245.67	3,310.88	3,379.13	3,445.87	3,517.15	3,585.40	3,727.97	3,876.60
10	3,043.95	3,107.65	3,168.32	3,236.57	3,304.82	3,373.07	3,438.28	3,511.08	3,580.85	3,656.68	3,729.48	3,806.83	3,882.67	4,044.95	4,208.75
11	3,260.83	3,330.60	3,400.37	3,473.17	3,544.45	3,620.28	3,696.12	3,773.47	3,850.82	3,932.72	4,013.10	4,099.55	4,184.48	4,360.42	4,540.90
12	3,474.68	3,550.52	3,624.83	3,705.22	3,784.08	3,867.50	3,949.40	4,034.33	4,117.75	4,208.75	4,298.23	4,390.75	4,484.78	4,675.88	4,876.08
13	3,829.58	3,914.52	3,996.42	4,088.93	4,176.90	4,270.93	4,364.97	4,462.03	4,559.10	4,659.20	4,759.30	4,863.95	4,970.12	5,190.03	5,419.05
14	4,152.63	4,248.18	4,340.70	4,442.32	4,540.90	4,647.07	4,748.68	4,857.88	4,965.57	5,077.80	5,191.55	5,309.85	5,428.15	5,669.30	5,924.10
15	4,489.33	4,597.02	4,700.15	4,810.87	4,918.55	5,033.82	5,149.08	5,268.90	5,388.72	5,513.08	5,638.97	5,770.92	5,902.87	6,169.80	6,454.93

Provided for Information Purposes Only

APPENDIX A
Effective April 1, 2000

MONTHLY RATES FOR A 37.5 HOUR WORK WEEK

Formula for calculation of monthly rate: (hourly rate x 1950 hours per year) divided by 12 = monthly rate

GRADE	STEP														8	9
	1	1.5	2	2.5	3	3.5	4	4.5	5	5.5	6	6.5	7			
1	1,537.25	1,568.12	1,597.37	1,623.37	1,651.00	1,680.25	1,707.87	1,738.75	1,769.62	1,802.12	1,831.37	1,863.87	1,894.75		1,961.37	2,031.25
2	1,660.75	1,690.00	1,719.25	1,750.12	1,782.62	1,815.12	1,847.62	1,876.87	1,909.37	1,943.50	1,977.62	2,013.37	2,045.87		2,117.37	2,190.50
3	1,824.87	1,857.37	1,888.25	1,924.00	1,956.50	1,990.62	2,024.75	2,062.12	2,097.87	2,135.25	2,169.37	2,208.37	2,247.37		2,327.00	2,409.87
4	1,990.62	2,026.37	2,062.12	2,097.87	2,135.25	2,172.62	2,210.00	2,247.37	2,283.12	2,327.00	2,369.25	2,411.50	2,453.75		2,538.25	2,627.62
5	2,172.62	2,213.25	2,253.87	2,294.50	2,335.12	2,377.37	2,419.62	2,463.50	2,509.00	2,554.50	2,600.00	2,647.12	2,692.62		2,790.12	2,890.87
6	2,379.00	2,422.87	2,466.75	2,515.50	2,561.00	2,608.12	2,655.25	2,705.62	2,757.62	2,808.00	2,860.00	2,913.62	2,964.00		3,077.75	3,188.25
7	2,588.62	2,639.00	2,689.37	2,741.37	2,791.75	2,845.37	2,900.62	2,957.50	3,011.12	3,069.62	3,128.12	3,186.62	3,246.75		3,373.50	3,498.62
8	2,799.87	2,856.75	2,913.62	2,968.87	3,024.12	3,082.62	3,141.12	3,204.50	3,266.25	3,331.25	3,393.00	3,461.25	3,531.12		3,666.00	3,805.75
9	3,029.00	3,087.50	3,149.25	3,214.25	3,279.25	3,345.87	3,410.87	3,477.50	3,547.37	3,620.50	3,692.00	3,768.37	3,841.50		3,994.25	4,153.50
10	3,261.37	3,329.62	3,394.62	3,467.75	3,540.87	3,614.00	3,683.87	3,761.87	3,836.62	3,917.87	3,995.87	4,078.75	4,160.00		4,333.87	4,509.37
11	3,493.75	3,568.50	3,643.25	3,721.25	3,797.62	3,878.87	3,960.12	4,043.00	4,125.87	4,213.62	4,299.75	4,392.37	4,483.37		4,671.87	4,865.25
12	3,722.87	3,804.12	3,883.75	3,969.87	4,054.37	4,143.75	4,231.50	4,322.50	4,411.87	4,509.37	4,605.25	4,704.37	4,805.12		5,009.87	5,224.37
13	4,103.12	4,194.12	4,281.87	4,381.00	4,475.25	4,576.00	4,676.75	4,780.75	4,884.75	4,992.00	5,099.25	5,211.37	5,325.12		5,560.75	5,806.12
14	4,449.25	4,551.62	4,650.75	4,759.62	4,865.25	4,979.00	5,087.87	5,204.87	5,320.25	5,440.50	5,562.37	5,689.12	5,815.87		6,074.25	6,347.25
15	4,810.00	4,925.37	5,035.87	5,154.50	5,269.87	5,393.37	5,516.87	5,645.25	5,773.62	5,906.87	6,041.75	6,183.12	6,324.50		6,610.50	6,916.00

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APPENDIX A
Effective April 1, 2000

MONTHLY RATES FOR A 40 HOUR WORK WEEK

Formula for calculation of monthly rate: (hourly rate x 2080 hours per year) divided by 12 = monthly raate

GA DE	STEP													a	9
	1	1.5	2	2.5	3	3.5	4	4.5	5	5.5	6	6.5	7		
1	1,639.73	1,672.67	1,703.87	1,731.60	1,761.07	1,792.27	1,821.73	1,854.67	1,887.60	1,922.27	1,953.47	1,988.13	2,021.07	2,092.13	2,166.67
2	1,771.47	1,802.67	1,833.87	1,866.80	1,901.47	1,936.13	1,970.80	2,002.00	2,036.67	2,073.07	2,109.47	2,147.60	2,182.27	2,258.53	2,336.53
3	1,946.53	1,981.20	2,014.13	2,052.27	2,086.93	2,123.33	2,159.73	2,199.60	2,237.73	2,277.60	2,314.00	2,355.60	2,397.20	2,482.13	2,570.53
4	2,123.33	2,161.47	2,199.60	2,237.73	2,277.60	2,317.47	2,357.33	2,397.20	2,435.33	2,482.13	2,527.20	2,572.27	2,617.33	2,707.47	2,802.80
5	2,317.47	2,360.80	2,404.13	2,447.47	2,490.80	2,535.87	2,580.93	2,627.73	2,676.27	2,724.80	2,773.33	2,823.60	2,872.13	2,976.13	3,083.60
6	2,537.60	2,584.40	2,631.20	2,683.20	2,731.73	2,782.00	2,832.27	2,886.00	2,941.47	2,995.20	3,050.67	3,107.87	3,161.60	3,282.93	3,400.80
7	2,761.20	2,814.93	2,868.67	2,924.13	2,977.87	3,035.07	3,094.00	3,154.67	3,211.87	3,274.27	3,336.67	3,399.07	3,463.20	3,598.40	3,731.87
8	2,986.53	3,047.20	3,107.87	3,166.80	3,225.73	3,288.13	3,350.53	3,418.13	3,484.00	3,553.33	3,619.20	3,692.00	3,766.53	3,910.40	4,059.47
9	3,230.93	3,293.33	3,359.20	3,428.53	3,497.87	3,568.93	3,638.27	3,709.33	3,783.87	3,861.87	3,938.13	4,019.60	4,097.60	4,260.53	4,430.40
10	3,478.80	3,551.60	3,620.93	3,698.93	3,776.93	3,854.93	3,929.47	4,012.67	4,092.40	4,179.07	4,262.27	4,350.67	4,437.33	4,622.80	4,810.00
11	3,726.67	3,806.40	3,886.13	3,969.33	4,050.80	4,137.47	4,224.13	4,312.53	4,400.93	4,494.53	4,586.40	4,685.20	4,782.27	4,983.33	5,189.60
12	3,971.07	4,057.73	4,142.67	4,234.53	4,324.67	4,420.00	4,513.60	4,610.67	4,706.00	4,810.00	4,912.27	5,018.00	5,125.47	5,343.87	5,572.67
13	4,376.67	4,473.73	4,567.33	4,673.07	4,773.60	4,881.07	4,988.53	5,099.47	5,210.40	5,324.80	5,439.20	5,558.80	5,680.13	5,931.47	6,193.20
14	4,745.87	4,855.07	4,960.80	5,076.93	5,189.60	5,310.93	5,427.07	5,551.87	5,674.93	5,803.20	5,933.20	6,068.40	6,203.60	6,479.20	6,770.40
15	5,130.67	5,253.73	5,371.60	5,498.13	5,621.20	5,752.93	5,884.67	6,021.60	6,158.53	6,300.67	6,444.53	6,595.33	6,746.13	7,051.20	7,377.07

APPENDIX B

HOURLY RATE EFFECTIVE APRIL 1, 2001

LONG SERVICE
INCREMENTS

	1	1.5	2	2.5	3	3.5	4	4.5	5	5.5	6	6.5	7	a	9
1	9.84	10.04	10.22	10.39	10.57	10.75	10.93	11.13	11.33	11.53	11.72	11.93	12.13	12.55	13.00
2	10.63	10.82	11.00	11.20	11.41	11.62	11.82	12.01	12.22	12.44	12.66	12.89	13.09	13.55	14.02
3	11.68	11.89	12.08	12.31	12.52	12.74	12.96	13.20	13.43	13.67	13.88	14.13	14.38	14.89	15.42
4	12.74	12.97	13.20	13.43	13.67	13.90	14.14	14.38	14.61	14.89	15.16	15.43	15.70	16.24	16.82
5	13.90	14.16	14.42	14.68	14.94	15.22	15.49	15.77	16.06	16.35	16.64	16.94	17.23	17.86	18.50
6	15.23	15.51	15.79	16.10	16.39	16.69	16.99	17.32	17.65	17.97	18.30	18.65	18.97	19.70	20.40
7	16.57	16.89	17.21	17.54	17.87	18.21	18.56	18.93	19.27	19.65	20.02	20.39	20.78	21.59	22.39
6	17.92	18.28	18.65	19.00	19.35	19.73	20.10	20.51	20.90	21.32	21.72	22.15	22.60	23.46	24.36
9	19.39	19.76	20.16	20.57	20.99	21.41	21.83	22.26	22.70	23.17	23.63	24.12	24.59	25.56	26.58
10	20.87	21.31	21.73	22.19	22.66	23.13	23.58	24.08	24.55	25.07	25.57	26.10	26.62	27.74	28.86
11	22.36	22.84	23.32	23.82	24.30	24.82	25.34	25.88	26.41	26.97	27.52	28.11	28.69	29.90	31.14
12	23.83	24.35	24.86	25.41	25.95	26.52	27.08	27.66	28.24	28.86	29.47	30.11	30.75	32.06	33.44
13	26.26	26.84	27.40	28.04	28.64	29.29	29.93	30.60	31.26	31.95	32.64	33.35	34.08	35.59	37.16
14	28.48	29.13	29.76	30.46	31.14	31.87	32.56	33.31	34.05	34.82	35.60	36.41	37.22	38.88	40.62
15	30.78	31.52	32.23	32.99	33.73	34.52	35.31	36.13	36.95	37.80	38.67	39.57	40.48	42.31	44.26

Provided for information Purposes Only

APPENDIX B
Effective April 1, 2001

MONTHLY RATES FOR A 35 HOUR WORK WEEK

Formula for calculation of monthly rate: (hourly rate x 1820 hours per year) divided by 12 = monthly rate

GR ADE	STEP														
	1	1.5	2	2.5	3	3.5	4	4.5	5	5.5	6	6.5	7	8	9
1	1,492.40	1,522.73	1,550.03	1,575.82	1,603.12	1,630.42	1,657.72	1,688.05	1,718.38	1,748.72	1,777.53	1,809.38	1,839.72	1,903.42	1,971.67
2	1,612.22	1,641.03	1,668.33	1,698.67	1,730.52	1,762.37	1,792.70	1,821.52	1,853.37	1,886.73	1,920.10	1,954.98	1,985.32	2,055.08	2,126.37
3	1,771.47	1,803.32	1,832.13	1,867.02	1,898.87	1,932.23	1,965.60	2,002.00	2,036.88	2,073.28	2,105.13	2,143.05	2,180.97	2,258.32	2,338.70
4	1,932.23	1,967.12	2,002.00	2,036.88	2,073.28	2,108.17	2,144.57	2,180.97	2,215.85	2,258.32	2,299.27	2,340.22	2,381.17	2,463.07	2,551.03
5	2,108.17	2,147.60	2,187.03	2,226.47	2,265.90	2,308.37	2,349.32	2,391.78	2,435.77	2,479.75	2,523.73	2,569.23	2,613.22	2,708.77	2,805.83
6	2,309.88	2,352.35	2,394.82	2,441.83	2,485.82	2,531.32	2,576.82	2,626.87	2,676.92	2,725.45	2,775.50	2,828.58	2,877.12	2,987.83	3,094.00
7	2,513.12	2,561.65	2,610.18	2,660.23	2,710.28	2,761.85	2,814.93	2,871.05	2,922.62	2,980.25	3,036.37	3,092.48	3,151.63	3,274.48	3,395.82
8	2,717.87	2,772.47	2,828.58	2,881.67	2,934.75	2,992.38	3,048.50	3,110.68	3,169.83	3,233.53	3,294.20	3,359.42	3,427.67	3,558.10	3,694.60
9	2,940.82	2,996.93	3,057.60	3,119.78	3,183.48	3,247.18	3,310.88	3,376.10	3,442.83	3,514.12	3,583.88	3,658.20	3,729.48	3,876.60	4,031.30
10	3,165.28	3,232.02	3,295.72	3,365.48	3,436.77	3,508.05	3,576.30	3,652.13	3,723.42	3,802.28	3,878.12	3,958.50	4,037.37	4,207.23	4,377.10
11	3,391.27	3,464.07	3,536.87	3,612.70	3,685.50	3,764.37	3,843.23	3,925.13	4,005.52	4,090.45	4,173.87	4,263.35	4,351.32	4,534.83	4,722.90
12	3,614.22	3,693.08	3,770.43	3,853.85	3,935.75	4,022.20	4,107.13	4,195.10	4,283.07	4,377.10	4,469.62	4,566.68	4,663.75	4,862.43	5,071.73
13	3,982.77	4,070.73	4,155.67	4,252.73	4,343.73	4,442.32	4,539.38	4,641.00	4,741.10	4,845.75	4,950.40	5,058.08	5,168.80	5,397.82	5,635.93
14	4,319.47	4,418.05	4,513.60	4,619.77	4,722.90	4,833.62	4,938.27	5,052.02	5,164.25	5,281.03	5,399.33	5,522.18	5,645.03	5,896.80	6,160.70
15	4,668.30	4,780.53	4,888.22	5,003.48	5,115.72	5,235.53	5,355.35	5,479.72	5,604.08	5,733.00	5,864.95	6,001.45	6,139.47	6,417.02	6,712.77

Provided for Information Purposes Only

APPENDIX B
Effective April 1, 2001

MONTHLY RATES FOR A 37.5 HOUR WORK WEEK

Formula for calculation of monthly rate: (hourly rate x 1950 hours per year) divided by 12 = monthly rate

GRADE	STEP														8	9
	1	1.5	2	2.5	3	3.5	4	4.5	5	5.5	6	6.5	7			
1	1,599.00	1,631.50	1,660.75	1,688.37	1,717.62	1,746.87	1,776.12	1,808.62	1,841.12	1,873.62	1,904.50	1,938.62	1,971.12		2,039.37	2,112.50
2	1,727.37	1,758.25	1,787.50	1,820.00	1,854.12	1,888.25	1,920.75	1,951.62	1,985.75	2,021.50	2,057.25	2,094.62	2,127.12		2,201.87	2,278.25
3	1,898.00	1,932.12	1,963.00	2,000.37	2,034.50	2,070.25	2,106.00	2,145.00	2,182.37	2,221.37	2,255.50	2,296.12	2,336.75		2,419.62	2,505.75
4	2,070.25	2,107.62	2,145.00	2,182.37	2,221.37	2,258.75	2,297.75	2,336.75	2,374.12	2,419.62	2,463.50	2,507.37	2,551.25		2,639.00	2,733.25
5	2,258.75	2,301.00	2,343.25	2,385.50	2,427.75	2,473.25	2,517.12	2,562.62	2,609.75	2,656.87	2,704.00	2,752.75	2,799.87		2,902.25	3,006.25
6	2,474.87	2,520.37	2,565.87	2,616.25	2,663.37	2,712.12	2,760.87	2,814.50	2,868.12	2,920.12	2,973.75	3,030.62	3,082.62		3,201.25	3,315.00
7	2,692.62	2,744.62	2,796.62	2,850.25	2,903.87	2,959.12	3,016.00	3,076.12	3,131.37	3,193.12	3,253.25	3,313.37	3,376.75		3,508.37	3,638.37
8	2,912.00	2,970.50	3,030.62	3,087.50	3,144.37	3,206.12	3,266.25	3,332.87	3,396.25	3,464.50	3,529.50	3,599.37	3,672.50		3,812.25	3,958.50
9	3,150.87	3,211.00	3,276.00	3,342.62	3,410.87	3,479.12	3,547.37	3,617.25	3,688.75	3,765.12	3,839.87	3,919.50	3,995.87		4,153.50	4,319.25
10	3,391.37	3,462.87	3,531.12	3,605.87	3,682.25	3,758.62	3,831.75	3,913.00	3,989.37	4,073.87	4,155.12	4,241.25	4,325.75		4,507.75	4,689.75
11	3,633.50	3,711.50	3,789.50	3,870.75	3,948.75	4,033.25	4,117.75	4,205.50	4,291.62	4,382.62	4,472.00	4,567.87	4,662.12		4,858.75	5,060.25
12	3,872.37	3,956.87	4,039.75	4,129.12	4,216.87	4,309.50	4,400.50	4,494.75	4,589.00	4,689.75	4,788.87	4,892.87	4,996.87		5,209.75	5,434.00
13	4,267.25	4,361.50	4,452.50	4,556.50	4,654.00	4,759.62	4,863.62	4,972.50	5,079.75	5,191.87	5,304.00	5,419.37	5,538.00		5,783.37	6,038.50
14	4,628.00	4,733.62	4,836.00	4,949.75	5,060.25	5,178.87	5,291.00	5,412.87	5,533.12	5,658.25	5,785.00	5,916.62	6,048.25		6,318.00	6,600.75
15	5,001.75	5,122.00	5,237.37	5,360.87	5,481.12	5,609.50	5,737.87	5,871.12	6,004.37	6,142.50	6,283.87	6,430.12	6,578.00		6,875.37	7,192.25

Provided for Information Purposes Only

APPENDIX B
Effective April 1, 2001

MONTHLY RATES FOR A 40 HOUR WORK WEEK

Formula for calculation of monthly rate: (hourly rate x 2080 hours per hour) divided by 12 = monthly rate

GRA DE	STEP														a	9
	1	1.5	2	2.5	3	3.5	4	4.5	5	5.5	6	6.5	7			
1	1,705.60	1,740.27	1,771.47	1,800.93	1,832.13	1,863.33	1,894.53	1,929.20	1,963.87	1,998.53	2,031.47	2,067.87	2,102.53	2,175.33	2,253.33	
2	1,842.53	1,875.47	1,906.67	1,941.33	1,977.73	2,014.13	2,048.80	2,081.73	2,118.13	2,156.27	2,194.40	2,234.27	2,268.93	2,348.67	2,430.13	
3	2,024.53	2,060.93	2,093.87	2,133.73	2,170.13	2,208.27	2,246.40	2,288.00	2,327.87	2,369.47	2,405.87	2,449.20	2,492.53	2,580.93	2,672.80	
4	2,208.27	2,248.13	2,288.00	2,327.87	2,369.47	2,409.33	2,450.93	2,492.53	2,532.40	2,580.93	2,627.73	2,674.53	2,721.33	2,814.93	2,915.47	
5	2,409.33	2,454.40	2,499.47	2,544.53	2,589.60	2,638.13	2,684.93	2,733.47	2,783.73	2,834.00	2,884.27	2,936.27	2,986.53	3,095.73	3,206.67	
6	2,639.87	2,688.40	2,736.93	2,790.67	2,840.93	2,892.93	2,944.93	3,002.13	3,059.33	3,114.80	3,172.00	3,232.67	3,288.13	3,414.67	3,536.00	
7	2,872.13	2,927.60	2,983.07	3,040.27	3,097.47	3,156.40	3,217.07	3,281.20	3,340.13	3,406.00	3,470.13	3,534.27	3,601.87	3,742.27	3,880.93	
8	3,106.13	3,168.53	3,232.67	3,293.33	3,354.00	3,419.87	3,484.00	3,555.07	3,622.67	3,695.47	3,764.80	3,839.33	3,917.33	4,066.40	4,222.40	
9	3,360.93	3,425.07	3,494.40	3,565.47	3,638.27	3,711.07	3,783.87	3,858.40	3,934.67	4,016.13	4,095.87	4,180.80	4,262.27	4,430.40	4,607.20	
10	3,617.47	3,693.73	3,766.53	3,846.27	3,927.73	4,009.20	4,087.20	4,173.87	4,255.33	4,345.47	4,432.13	4,524.00	4,614.13	4,808.27	5,002.40	
11	3,875.73	3,958.93	4,042.13	4,128.80	4,212.00	4,302.13	4,392.27	4,485.87	4,577.73	4,674.80	4,770.13	4,872.40	4,972.93	5,182.67	5,397.60	
12	4,130.53	4,220.67	4,309.07	4,404.40	4,498.00	4,596.80	4,693.87	4,794.40	4,894.93	5,002.40	5,108.13	5,219.07	5,330.00	5,557.07	5,796.27	
13	4,551.73	4,652.27	4,749.33	4,860.27	4,964.27	5,076.93	5,187.87	5,304.00	5,418.40	5,538.00	5,657.60	5,780.67	5,907.20	6,168.93	6,441.07	
14	4,936.53	5,049.20	5,158.40	5,279.73	5,397.60	5,524.13	5,643.73	5,773.73	5,902.00	6,035.47	6,170.67	6,311.07	6,451.47	6,739.20	7,040.80	
15	5,335.20	5,463.47	5,586.53	5,718.27	5,846.53	5,983.47	6,120.40	6,262.53	6,404.67	6,552.00	6,702.80	6,858.80	7,016.53	7,333.73	7,671.73	

Appendix C

Letter of Intent

Pay Periods

The Employer reserves the right to amend the pay periods outlined in Article 35 to a bi-weekly pay period during the life of this Agreement. New pay dates as a result of this amendment will, as a minimum, comply with the ***Employment Standards Code***.

Appendix D

**Memorandum of Agreement
between
the Governors of the University of Alberta
(the Employer)
and
the Non-Academic Staff Association
(NASA)**

Further to the Collective Agreement, the parties agree to discuss further (i.e., post negotiations) the outstanding issues regarding the appropriate process for resolving discrimination and harassment complaints by or affecting NASA members. In addition, NASA and the Employer agree that it is in the best interest of all employees to hold discussions on these matters with representatives of the Academic Staff Association of the University of Alberta (AAS:UA).

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

Both parties agree to the following interim procedure:

Interim Procedure - Article 33A 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 (GFC Manual Section 44) will apply.
2. An employee who believes that s/he has a problem is in the first instance encouraged to inform the individual of the concern with the offending conduct and seek to work out a plan for the behavior to cease and to establish an effective working environment. The parties are encouraged to seek a facilitator to assist where possible. If no agreement is reached, or the behavior continues, or it is impractical for the parties 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 3 of the Dispute Resolution Process.
4. A grievance received at Step 3 of the Dispute Resolution Process will be dealt with confidentially, and information relating to the complaint including the identity of the parties involved, will be disclosed only to the extent necessary to properly investigate the complaint and to respond to legal and/or administrative proceedings.
5. The Employer agrees that any employee (either grievor or respondent, if a NASA member) has the right to representation by NASA.
6. The AVP (HRS) or designee having received the grievance will 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) will attempt to ensure a timely, complete and fair investigation. NASA will be entitled to a copy of the investigator's report.

7. The parties endeavour to ensure that no person will intentionally compromise the integrity of the investigation process.
8. Where there is a grievance, the grievor may request of 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 will not be unreasonably denied.
9. Prior to making any final determination in this matter (i.e., Step 3 grievance decision), the AVP(HRS), or designee, will meet with the grievor and designated official of NASA to review the investigator's report. The Director, ER & ES, 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 the appropriate person as necessary) that the results of the investigation require remedy.
11. The AVP(HRS) or designee, will 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 4 of the Dispute Resolution Process within 10 days of the receipt of the written response from the AVP(HRS), or designee.
13. Process and resolution of the grievance will be as per Article 33 of the Collective 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 Employer agrees that no grievor or person who participates as a witnesses in the investigation and/or grievance will suffer any reprisals by virtue only of their participation in the proceedings. However, NASA and the Employer also recognize the serious nature of unfounded allegations of discrimination and harassment and agree that disciplinary action may be required in those cases where the accusations are shown to be fraudulent and/or malicious.
15. If the AVP(HRS) makes a decision pursuant to point 10(c) above, the AVP(HRS) will send the recommendation to the Trustholder (or the appropriate person as necessary), who will 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) will make such a recommendation to that respondent's

respective Trustholder (or the appropriate person as necessary), who will 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) will submit a formal complaint under Article 16 of the AAS:UA Agreement.
18. Where applicable and/or necessary, counseling for affected persons in the particular workplace will be provided.
19. NASA and the Employer agree that NASA members may choose to submit a complaint under Article 16 of the AAS:UA Agreement; however, an employee and/or NASA will not concurrently submit the same complaint as a grievance or grievance as a complaint.

APPENDIX E

Letter of Intent

RE: Physical Education and Recreation

The Employer agrees to provide all employees and their immediate family full access to physical education and recreation facilities on Campus.

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: _____

(Please print name below)

I, _____, have been advised that I am entitled to Union representation to assist me with this meeting. I have chosen to decline such representation in favour of proceeding on my own accord.

I am aware of the time limits under the Collective Agreement, which must be followed to file a grievance

I am aware that I can repeal this waiver, in writing, at any time.

Employee Signature

Witness Signature

cc. Employee Relations

NOTE: Copy to be kept by Employee.

APPENDIX H

Roster of Agreed Upon Mediator/Arbitrators

The Non-Academic Staff Association and the Governors of the University of Alberta hereby agree to the following roster of Mediator/Arbitrators as identified in Article 33:

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

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

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:

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 (PDF's)** (excluded)

(a) Description:

- PDF's 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 APO's 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 requirements. 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, 2001.

Appendix K

University of Alberta Disciplinary Process

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

A) Definition of Discipline

In the administration of discipline, the University uses the corrective behavioral approach of a progressive disciplinary model (e.g., verbal reprimand, written reprimand, increment withholding, suspension, demotion and dismissal). This does not preclude the University from analyzing, on a case by case basis, the circumstances and facts of a particular situation(s) and taking a level of disciplinary action or other type of action deemed appropriate.

The key element in disciplinary action is that of warning, in that the instance(s) or incident(s) is/are serious enough to require a disciplinary penalty. 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 and/or certain related matters occur or reoccur. The situation(s) requiring a disciplinary penalty is/are serious in that it/they cannot be tolerated nor condoned.

The following do not constitute disciplinary actions:

- (1) letters of concern regarding innocent absenteeism
- (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 and/or investigation
- (5) ongoing coaching - counseling discussions (including training).

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

It is recognized that employees have a provision in the Agreement to allow them to rebut to the criticism in the appraisal, as such the contents are 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
- (2) a meeting convened for a disciplinary purpose.

When the University is to conduct a formal investigation interview, which may ultimately lead to discipline, the employee will be advised of his/her ability to have NASA representation, if the employee so chooses, at any such meeting.

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

C) Representation by NASA

The role of an individual when representing an employee during the above noted instances is to:

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

Notwithstanding that the affected employee(s) may receive disciplinary action, no person who is a participant during the disciplinary process will 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 representatives of the University during any meetings covered by this policy. 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 will be taken under the authority of the Department Head and/or his/her designee. In disciplinary matters, including but not limited to written reprimands, increment withholding, suspension, demotion or dismissal, the Department Head and/or his/her designee will 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.

APPENDIX L

LETTER OF UNDERSTANDING

Between

The Governors of the University of Alberta

And

The Non-Academic Staff Association

Trust Employee Position Evaluations

During the life of this Agreement, the Employer agrees to complete the evaluation of all trust positions that have not been evaluated in the last 2 years.

Within 30 days of ratification of this Agreement, the Employer will notify each Trustholder of the University's responsibility to conduct these job evaluations with a copy of the letter to each trust employee and to the Union.

Within 90 days of the ratification of this agreement, the Employer agrees to conduct at least one training session for all trust employees regarding the process of completing job fact sheets.

The Employer agrees to ensure that any resultant salary adjustments will be effective on the appropriate date according to Article 27.

APPENDIX M

Memorandum of Understanding

Benefits Advisory Committees

1. The parties are both committed to accommodation in order to meet their legal obligations for employees with disabilities in the appropriate circumstances.
2. The parties agree to participate in two Committees. They will be called the Support Staff Benefits Advisory Committee and the Disability Program, Joint Advisory Committee.

Support Staff Benefits Advisory Committee

3. The committee will consist of 3 representatives (and one alternate) from each of the parties. The committee will have two alternating chairs with one representing each party. The parties may by mutual agreement incorporate additional parties into the committee (i.e., tripartite).
4. All parties agree that one of the primary objectives of the committee is to achieve non-partisan effective results that improve the working environment for employees, and improve the effectiveness of the benefit plans and disability management programs for employees and the University.
5. The committee will meet at least once every 2 months, or more if deemed necessary.
6. The parties agree to nominate their representatives within 30 days of the signing of this Agreement, and the committee will meet within the next 30 days thereafter.
7. The committee will have the ability to create ad-hoc 'subcommittees to deal with specific issues or concerns and will provide the appropriate terms of reference for the subcommittees.
8. The committee will review benefit plans or disability management programs design to monitor the continued effectiveness of the plans and programs. The committee is empowered to review aggregate data related to the plans and programs (including illness leave). Any information that is shared, by any committee member, will be maintained in the strictest of confidence and will not be disclosed without mutual agreement. If deemed appropriate by the committee, they may also seek other relevant data.
9. The committee is empowered to make recommendations to either or both parties regarding the amendments or changes to the benefit plans or disability management programs.
10. The committee does not have the power to amend, modify or alter the terms of the Agreement nor does any provision in this agreement nullify or add to any provision of the Agreement.
11. The committee is mandated to specifically address the issues associated with illness claims and the LTD plan, and to recommend new initiatives that will enhance the effectiveness of the illness and LTD plans as well as reduce their costs.
12. In the best interest of ensuring the integrity of the benefit plans and disability management programs, it is agreed that being proactive in addressing specific issues and concerns that arise in

any regard to any claim within the plan provisions, as outlined in the Master Policies, is beneficial.

13. Both parties agree that Supervisors and Trustholders will be proactive in ensuring that employees have fair and open access to the benefit plans and disability management programs and that Supervisors and Trustholders have a responsibility, on behalf of the University, to ensure that these programs are effectively accessed when appropriate.
14. Both parties agree not to exercise proactive measures in an unreasonable fashion.
15. Both parties agree that employees with legitimate entitlements have access to the provisions of the benefit plans and disability management programs.
16. Both parties agree that time is of the essence and agree to deal with these matters in an expedient fashion, including their participation on the committees or any sub-committee.
17. Both parties agree that should there be any issue, concern or difficulty that arises with regard to the interpretation or application of this Agreement that the parties agree to meet to discuss and resolve the matter.

Disability Program, Joint Advisory Committee

18. This committee will be comprised of equal representatives of the Employer, the Union and AAS:UA.
19. The purpose of the committee is outlined in its Terms of Reference.
20. The committee is mandated to specifically address the issues associated with illness claims and the LTD plan, and to recommend new initiatives that will enhance the effectiveness of the illness and LTD plans as well as reduce their costs.
21. In the best interest of ensuring the integrity of the benefit plans and disability management programs, it is agreed that being proactive, in addressing specific issues and concerns that arise in any regard to any claim within the plan provisions, as outlined in the Master Policies, is beneficial.
22. Both parties agree that should there be any issue, concern or difficulty that arises with regard to the interpretation or application of this Agreement that the parties agree to meet to discuss and resolve the matter.

APPENDIX N

LETTER OF UNDERSTANDING

Between

**The Governors of the University of Alberta
(the Employer)**

And

**The Non-Academic Staff Association
(the Union)**

**Article 6 – Safety, Wearing Apparel and Tools
Clauses 6.06 (e) and (g) – Protective Footwear Implementation**

The parties agree that in implementing the changes made to clauses 6.06 (e) and (g) of this Agreement, the following will apply:

1. On the date of ratification, all eligible employees currently designated as requiring CSA approved protective footwear will be paid a one-time allowance of \$100.00.
2. In those worksites not yet designated as requiring CSA approved protective footwear and where the employees have been subsidized for \$60.00 for safety shoes or boots, the Director, Environmental Health and Safety, will determine, on or before June 30, 2001, whether protective footwear is required.

Those eligible employees thereafter designated as requiring CSA approved protective footwear will be paid the one-time allowance of \$100.00, and retroactive to the date of ratification receive the allowance of \$12.00 per month of service.

Any employees receiving a subsidy for safety shoes and boots will continue to receive it from the date of ratification until a designation is made.

APPENDIX 0

LETTER OF UNDERSTANDING

Between

**The Governors of the University of Alberta
(the Employer)**

And

**The Non-Academic Staff Association
(the Union)**

Research Associates

1. The Union takes the position that its bargaining rights include Research Associates. The Employer has reserved its right to challenge this position. This matter will be set aside during the current negotiations between the parties. The parties agree that the matter of whether or not Research Associates are designated as academics will be determined by the Governors, in accordance with the provisions of Section 17 (1)(d.1) of the **Universities Act**. Such decision will be made within 3 months of the date of ratification.
2. If the Governors of the University fail to designate Research Associates as academics, then the matter will be determined through the provisions of the **Public Service Employee Relations Act (PSERA)**. Clause 2.01(d) and Appendix I (4.) of Part B of the Agreement will not act as an estoppel to NASA's application under *PSERA*.
3. Notwithstanding clause 2.01(d) and Appendix I (4.) of Part B of the Agreement, the parties agree that if Research Associates are determined by the Labour Board to be within the NASA bargaining unit, then the parties will negotiate any necessary amendments to the terms of Part B of the Agreement that would apply to Research Associates, within 6 months of the date of ratification.
4. Failing agreement on the application of the terms, either party may apply for consensual interest arbitration using the terms of the **Public Service Employee Relations Act**.

APPENDIX P

LETTER OF UNDERSTANDING

Between

**The Governors of the University of Alberta
(the Employer)**

And

**The Non-Academic Staff Association
(the Union)**

Early Retirement Bonus Program

The Employer will establish a fund of \$50,000 for the purpose of an Early Retirement Bonus Program. This fund will be maintained for the term of this Agreement or until the fund has been depleted. The terms of the program and employee eligibility are outlined below.

Subject to the approval of the Trustholder, Employees who are between the ages of 50 to 65, during the term of this Agreement, will be eligible to receive an early retirement bonus of up to 1 week's base pay per full year of employment up to a maximum of 25 days' pay. This applies to Employees who have completed a minimum of 5 years of service at the date of application for the early retirement bonus. The Employee and the Trustholder will mutually agree upon an effective resignation date, which must be during the term of this Agreement.

Applications in writing, approved by the Trustholder, will be forwarded to Human Resource Services. Human Resource Services will confirm fund availability and Employee eligibility, then process the payment for the agreed upon resignation date.

Human Resource Services will advise Trustholders and NASA when the fund has been depleted.