

PART A – OPERATING AGREEMENT (2002-2005)

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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 (HR)”**, means the Associate Vice-President, Human Resources, 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 and B.
- 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 1.19 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 “Designated Employer Representative” (DER)** means a senior administrative level representative with the authority to resolve a dispute under Article 38 (Dispute Resolution Process) or Article 42 (Discrimination & Harassment Complaints).

- 1.09 “Director, SSHR”** means the Director, Support Staff Human Resources, of the University of Alberta.
- 1.10 “Dismissal”** means the discharge of an employee from employment (i.e. his/her position).
- 1.11 “Double time”** means 2 times the hourly pay.
- 1.12 “Employer”** means the Governors of the University of Alberta.
- 1.13 “Established position”** means a position which is budgeted and is expected to continue without a definite end date.
- 1.14 “Fiscal year”** means the period April 1 to March 31.
- 1.15 “Increment”** means the difference between one step and the next full step on a salary grade as set out in Appendix A.
- 1.16 “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.
- 1.17 “NASA”** means the University of Alberta Non-Academic Staff Association.
- 1.18 “Non-established position”** means a position which is not budgeted or which ceases to exist after a definite term.
- 1.19 “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.
- 1.20 The “parties”** are the Employer and the Union.
- 1.21 “Pay”** means the basic rate negotiated by the parties as outlined in Appendices A and B plus, where applicable, the additional payments of language premium, responsibility premium, as well as any agreed-to retroactivity.
- 1.22 “Promotion”** means a move from one position to another position with a higher maximum base pay and with an increase in current base pay.
- 1.23 “Recall”** means to return an employee on layoff status to an established position.

- 1.24 **“Seniority”** means length of service in the bargaining unit.
- 1.25 **“Service”** means cumulative employment of an employee.
- 1.26 **“Standby”** means being required, during a specified period of time when the employee is not at work, to be available to return to work.
- 1.27 **“Straight time”** means the hourly pay.
- 1.28 **“Supervisor”** means any person whose job function requires him/her to organize, direct and control the work of others, so designated by the Employer.
- 1.29 **“Time and one-half”** means 1 ½ times the hourly pay.
- 1.30 **“Transfer”** means a move from one position to another position with the same maximum base pay.
- 1.31 **“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 Employees

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 32.12 (Benefits – Regular Recurring Employees).

(b) Part-Time Regular Employees

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 25.13)

Article 27 – Special Leave (as provided for in clause 27.10)

Article 33 – University Credit Courses (as provided for in clause 33.02)

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 32.12 (Benefits – Regular Recurring Employees).

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

Article 23 – Winter Closure

Article 26 – Workers’ Compensation Supplement
Article 27 – Special Leave
Article 33 – University Credit Courses
Article 35 – 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 25.14)
Article 29 – Maternity and Parental Leave (as provided for in clause 29.10)
Article 32 – Benefits Plan (as provided for in clause 32.13)
Article 34 – Human Resources Development Fund (as provided for in clause 34.04 (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 (Position Disruption) 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

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 33 – University Credit Courses
Article 35 – 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 34 – Human Resources Development Fund (as provided for in clause 34.10)
Article 36 – Discipline (as provided for in clause 36.10)

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 36 – Discipline
Article 38 – Dispute Resolution Process
Article 42 – Discrimination and Harassment Complaints
Appendix G – Letter of Understanding – Interim Staffing Solutions Terms & Conditions of Employment
Appendix G-1 – Letter of Understanding – Interim Staffing Solutions Unit Review

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, seniority 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 1 full calendar month’s written notice prior to the effective date of a change in the amount of dues to be deducted.

ARTICLE 4

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 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 1 hour per month each to attend meetings of the Council; requests to apply this clause will be made to the Director, SSHR, by the Union at least 1 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, SSHR, 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 38 (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 Resources 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 and will be exercised in a reasonable manner.

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 affected employees will be provided to the Union. The Director will maintain a record of the incident for future substantiation of employee Workers 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 Canadian Standards Association (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, and
 - (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 costs of protective lenses.
- (g) Notwithstanding clause 6.06 (e) (ii), temporary employees 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, HR, 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 be:
 - (i) 35 hours, or
 - (ii) 37.5 hours, or
 - (iii) 40 hours.
 - (c) The regular work week will consist of 5 days with 2 consecutive days off.
 - (d) 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.
- 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, 7.5 or 8 hours between 1500 hours and 2300 hours. Evening shift will be any 7, 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) 1 ½ 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) 1 ½ 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 (a) Where an employee is required to work overtime which adjoins his/her regular shift, s/he will receive a minimum compensation of 1 hour at the applicable overtime rate.

- (b) Where an employee is required to work overtime and the overtime period does not adjoin his/her regular shift, s/he will receive a minimum compensation of 2 hours at the applicable overtime rate.

11.06 Overtime pay will be:

- (a) calculated to the nearest ¼ 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 1 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 will be calculated in the same manner as overtime pay. In the event that any compensatory time 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 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 ½ 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 ½ 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;
- (c) paid no later than 1 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 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

STANDBY

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 standby 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 1 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 Director, SSHR, prior to the implementation of the requirement. This clause will not negate the payment of standby 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 Appendix A 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 and B, 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 Appendix A, 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 in 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 be paid 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-weekly basis will be paid once every 2 weeks.
- (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 focused 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 Appendix 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 36 (Discipline) 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) There will be a maximum of 2 long service increments for each base pay grade as set out in the Salary Appendices. The first long service increment is 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. The second long service increment is awarded at the next annual review period. Should an employee subsequently be evaluated or promoted to a higher pay grade, no waiting period for the first long service increment will be required.

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 1 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 38 (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 1.21 (Definitions – Pay) of the Agreement.

Market supplements will be reviewed annually thereafter by the Joint Committee established under Article 7 (Health, Safety & Labour/Management Committee). 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, 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 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 LTD, WCB leave, leave as per Article 29 (Maternity and Parental Leave), and leave as per clause 30.03 (Leave Without Pay – Union Official) for any duration will be counted as service.
- 18.04** Approved leave without pay and time on continuous layoff greater than 1 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 will forfeit his/her service when s/he:
- (a) voluntarily resigns, subject to clause 29.04 (maternity leave), including position abandonment;
 - (b) is dismissed for just cause;
 - (c) fails to return to work within 10 days of receipt of notice of recall;
 - (d) is laid off for a period of more than 24 consecutive calendar months; or
 - (e) has a break in employment of more than 3 months.
- 18.06** A temporary employee with less than 12 months of service will forfeit his/her service if s/he meets the terms outlined in clause 18.05, or if s/he voluntarily changes his/her employing department, unless s/he has completed 80% of his/her term.
- 18.07** Where an employee moves from a position under Part A, B or C of this Agreement to a position under Part A, B or C of this Agreement, s/he will bring his/her service with him/her, subject to clauses 18.05 and 18.06.
- 18.08** 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 E) within a Seniority Unit (Appendix D) as set out in Article 20 (Position Disruption).
- 19.02** Notwithstanding clause 19.01, all apprentices in Facilities Management will be considered to be in 1 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. 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.

20.02 Definitions

- (a) **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). Position disruption is not normally the reassignment of tasks, duties, work locations, work schedule, etc.
- (b) **Layoff:** Layoff means the discontinuance of work as a result of:
 - (i) the abolishment of an established position,
 - (ii) a temporary stoppage of work in an established position, or
 - (iii) a permanent or temporary stoppage of work in a non-established position.

Process

20.03 Departments considering a position disruption will consult with Employee Relations.

20.04 If a department is considering reorganization or restructuring, which may or may not lead to position disruption, the Employer may consider offering a voluntary severance arrangement with the same provisions outlined in clauses 20.37 and 20.38. The parameters under which voluntary severance is offered will be defined by the department and communicated to all staff, copying Employee Relations and the Union. Where an employee expresses an interest in pursuing a voluntary severance arrangement under this specific clause, Employee Relations and the Union will assist the department and the employee in finalizing the arrangement.

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 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 on 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 Resources 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 Resources 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 Resources 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 1 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 1 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 2 or more redeployment options (i.e. clauses 20.15 (b) to (e)), the employee may choose 1. 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) 1 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 1 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 3 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 (1 year) service;
- (b) 1 month, if s/he has at least 12 months (1 year) but less than 48 months (4 years) service;
- (c) 2 months, if s/he has at least 48 months (4 years) but less than 84 months (7 years) service;
- (d) 3 months, if s/he has at least 84 months (7 years) but less than 144 months (12 years) service; or
- (e) 4 months, if s/he has at least 144 months (12 years) service.

20.29 In the event of a layoff in excess of 3 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 (1 year) service and less than 24 months (2 years) service;
- (b) 1 month, if s/he has at least 24 months (2 years) but less than 60 months (5 years) service;
- (c) 2 months, if s/he has at least 60 months (5 years) but less than 96 months (8 years) service;
- (d) 3 months, if s/he has at least 96 months (8 years) but less than 156 months (13 years) service; or
- (e) 4 months, if s/he has at least 156 months (13 years) service.

20.30 There will be 1 recall list consisting of laid off employees covered by Part A, Part B and Part C of this Collective Agreement. Human Resources 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 (a) 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 1.21 (Definitions)); however, for purposes of this clause, “pay” will not include any responsibility premiums or market supplements).

- (b) 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 32 (Benefit Plans).
- (c) 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 (Retirement Bonus).

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 Resources will determine the training required, develop a formal training plan and consult with the employee. Human Resources 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 Resources for approval. Should an employee's training proposal be denied, the employee may request a meeting with Human Resources 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** (a) The Union and the Employer agree to the Job Families as outlined under Appendix E.
- (b) The Employer will consult with the Union on the Job Families including any planned changes (amendments, alterations, additions or deletions). Human Resources will provide the reasons that have led to the planned changes to the Union.
 - (c) If the Union believes that the planned changes are significantly detrimental to its members, the Union will provide to Human Resources the reasons for their belief and present alternatives without unreasonable delay. Human Resources 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.
 - (d) 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 38 (Dispute Resolution Process).
 - (e) 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 (a) Seniority Units will be listed in Appendix D.

- (b) The Employer will consult with the Union on the Seniority Units including any planned changes (amendments, alterations, additions or deletions). Human Resources will provide the reasons that have led to the planned changes to the Union.
- (c) If the Union believes that the planned changes are significantly detrimental to its members, the Union will provide to Human Resources the reasons for their belief and present alternatives without unreasonable delay. Human Resources 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.
- (d) 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.
- (e) 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 38 (Dispute Resolution Process).

ARTICLE 21

POSTINGS, TRANSFERS, PROMOTIONS AND RESPONSIBILITY PAY

21.01 Postings

All regular positions and temporary positions of greater than 12 months duration will be posted by Human Resources. 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 1 full increment above his/her current pay. Performance increments will thereafter be granted, pursuant to Article 15 (Performance Reviews & Increments), 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 his/her 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 (Performance Reviews & Increments), 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 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 or 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 standby 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 (Modified Hours) 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 – 1 ¼ 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 (5 years) – 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 (16 years) – 2 1/12 work days per calendar month of service (i.e. 25 work days every 12 calendar months of service);
- (d) upon completion of 276 calendar months of service (23 years) – 2 1/2 work days per calendar month (i.e. 30 work days every 12 calendar months of service).

An employee will continue to earn vacation credits for the first 2 months of approved leave with pay, WCB 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 carry-over 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 call back 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. Both parties recognize the value of employees maintaining their overall wellness and ensuring that they can attend work on a regular basis and perform meaningful work. Both parties also recognize the Employer's responsibility to accommodate individuals should illness or injury require such accommodation and to ensure the employee can safely work. Further, the employee is responsible for providing appropriate medical documentation as required.

25.02 “Illness” means illness, injury or quarantine affecting an employee, but does not include pregnancy, subject to clause 25.12.

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 1 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.

25.09 Hospitalization/Illness 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) For any absence due to illness in excess of 3 work days but less than 10 work days, an employee will provide a medical certificate to their department. The Department Head or designee will forward a copy of the certificate to Health Promotion and Worklife Services. 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 illness.
- (b) For an absence due to illness of 3 work days or less, medical certificates 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 may be required 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 is known initially will be beyond 10 work days, or when the illness 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 medical fitness to work information (medical documentation) to Health Promotion and Worklife Services. Any costs associated with providing this required information will be paid by the Employer. 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 information will be required.

The fitness to work information will indicate:

- (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 or injury, or the length of required limitations and medical restrictions, and the date the employee will be reassessed, and
- (iii) a prognosis of recovery, or
- (iv) the limitations and medical restrictions to be accommodated in order for the employee to attend work and perform meaningful work.

25.11 Independent Medical Examination

- (a) In a case of prolonged absence caused by illness or where chronic illness is believed to be adversely affecting an employee's work, Health Promotion and Worklife Services may require that the employee undergo an Independent Medical Exam (IME). The physician will submit a medical report to Health Promotion and Worklife Services 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, with or without modification, treatment recommendations, and whether or not his/her condition can be improved through treatment.
- (b) Should the opinions of the treating physician and the physician performing the IME differ regarding the status of the employee's health, the dispute will be settled by a third physician. This physician will be selected by mutual agreement of the two physicians, from a list of physicians provided by the Employer, following discussion with the Union.

25.12 Absence during Pregnancy

Notwithstanding clause 25.02 a pregnant employee who is absent from work due to 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.

25.13 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.

25.14 Temporary Employees

Clause 25.07 will not apply to temporary employees. Instead, temporary employees will earn illness leave at the rate of 1 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.

25.15 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 (Illness & 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 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 1 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 1 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 1 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 1 working day will be allowed for moving household effects when changing place of residence (not to exceed 1 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 1 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 pro-rated 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 this 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 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 supervisor and Human Resources 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) 1 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 Resources 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 prepay 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 Resources 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 1 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 Resources and subject to the following conditions:

- (a) The employee will apply for leave a minimum of 1 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 Resources 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 Resources, 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 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

RELIGIOUS OBSERVANCE

- 31.01** Both parties recognize the need to accommodate time off for religious observance. Time off will be granted, subject to operational requirements, and may include vacation, compensating time off, leave without pay or another arrangement mutually agreed by the supervisor and employee.

ARTICLE 32

BENEFIT PLANS

- 32.01** This Article became effective on January 1, 1990.
- 32.02 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.

32.03 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.

32.04 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.

32.05 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 1 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.

32.06 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 in accordance with the Return to Work Plan negotiated by the Department and Health Promotion & Worklife Services; 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.

32.07 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 32.07 (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 32.07 (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.

32.08 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.

32.09 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.

32.10 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.

32.11 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.

32.12 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 32.02, Alberta Health Care
- 100% of the premium costs under:

- clause 32.03 – Supplementary Health Care
- clause 32.08 – Optional Group Life Insurance
- clause 32.09 – Optional Group Dependent Life Insurance
- clause 32.10 – Optional Accidental Death and Dismemberment Insurance

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

- clause 32.04 – Dental Insurance
- clause 32.05 – Basic Group Life Insurance
- clause 32.06 – 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 32.02 – Alberta Health Care
- clause 32.03 – Supplementary Health Care
- clause 32.04 – Dental Insurance
- clause 32.05 – Basic Group Life Insurance
- clause 32.06 – Long Term Disability
- clause 32.08 – Optional Group Life Insurance
- clause 32.09 – Optional Group Dependent Life Insurance
- clause 32.10 – Optional Accidental Death and Dismemberment Insurance

32.13 Temporary Employees

For temporary employees only clauses 32.07 and 32.11 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 33

UNIVERSITY CREDIT COURSES

33.01 After 1 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.

33.02 Part-Time Employees

The provisions of this Article will apply, however, clauses 33.01 (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.

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

ARTICLE 34

HUMAN RESOURCES DEVELOPMENT FUND

- 34.01** 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 Manager, Staff Learning and Development.
- 34.02** The purpose of the Fund is to enable employees to:
- (a) access learning opportunities (courses, workshops or seminars, excluding University credit courses under Article 33) that will improve the employee's performance in his/her current position or develop future job related skills, or
 - (b) access non-credit University of Alberta courses that enhance employee wellness (e.g. physical education, stress management).
- 34.03** 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.
- 34.04** (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 34.02.
- (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 34.02.
- 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 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 34.02.
- (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 normally 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.

34.05 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.

- 34.06** (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.

- 34.07** (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.

- 34.08** (a) No employee will have access to the Fund once s/he has left the employ of the Employer, subject to clause 34.07.
- (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.

34.09 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 Manager, Staff Learning and Development, and the Union will jointly agree to:

- (a) adjust individual maximum entitlements for that fiscal year up to maximum entitlement of \$1,500, and/or

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

34.10 Apprentices

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

ARTICLE 35

RESIGNATION

35.01 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 36

DISCIPLINE

- 36.01** (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.

36.02 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 a 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 nor the rebuttal will be placed on the employee's Personnel File.

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

A 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.

36.03 Pre-Disciplinary Actions

(a) **Consultation with Employee Relations**

Managers will consult with Employee Relations prior to conducting any investigation or 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 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.

36.04 Employee Right to Representation

An employee has the right to have a Union Steward present during any investigation interview or disciplinary meeting.

36.05 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.

36.06 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. The Employer will also advise the employee of his/her right to Union representation.
- (ii) Prior to taking any disciplinary action, the Employer will discuss the proposed action with the Union Steward or a Union Representative.
- (iii) The Employer will hold a disciplinary meeting with the employee.

(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 including 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) **Employee Written Rebuttal**

The employee may provide a written rebuttal to the Employer of any disciplinary action taken.

36.07 Access to Dispute Resolution Process

The employee will have the right to apply Article 38 (Dispute Resolution Process) following any disciplinary action.

36.08 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.

36.09 Employee Review of Personnel File

By written request, an employee will be entitled to examine the contents of his/her Personnel File in Human Resources 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.

36.10 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 filed on account thereof.

ARTICLE 37

POSITION ABANDONMENT

37.01 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 that circumstances beyond his/her control prevented him/her from reporting to his/her place of work and from contacting his/her Employer.

ARTICLE 38

DISPUTE RESOLUTION PROCESS

38.01 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) **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 1 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.

(d) **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 (DER), as the case may be, and Employee Relations.

(e) **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.

(f) **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.

38.02 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 2 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 1 employee in more than 1 department. Such grievance will be initiated at Step 2 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.

38.03 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 informally and at the earliest possible step in the procedure.

Step 1 Immediate Supervisor

Within 10 days of the time an employee should reasonably have become aware of the action or matters giving rise to a dispute, the employee will first seek to resolve the dispute through a problem solving discussion with his/her immediate supervisor. The discussion will be held within 5 days of the employee's request for a meeting. 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 Director, SSHR, and Designated Employer Representative (DER)

If a dispute has been advanced to Step 2, the grievance will be submitted in writing to the Director, Support Staff Human Resources, who will provide a copy to the appropriate Designated Employer Representative. The Union, the Director, the DER and any affected party 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 and the DER will, after considering all relevant facts, make a final determination regarding the outcome of the grievance. This determination will be communicated to the Union in writing within 5 days of the meeting. If the grievance is not resolved to the satisfaction of the Union, it may be advanced to Step 3 within 30 days of receipt of the response.

Step 3 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.

38.04 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.

38.05 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 38.05 (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 1 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 Q). 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 awards/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 Q, for the purpose of revision.

ARTICLE 39

JOB EVALUATION

39.01 Preamble

The parties acknowledge that the job evaluation system is a critical component of recognizing the evolution of jobs. Human Resources (HR) and the Union will facilitate an education process designed to assist Department Heads and employees in meeting their obligations under this article.

39.02 Employer's Right to Determine the Job to be Performed

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

39.03 Job Documentation

- (a) **"Job Fact Sheet"** is the document used by the Employer for the purposes of job evaluation.
- (b) **"Job Description"** is the 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 Fact Sheet exists for each position of greater than 12 months duration. HR will provide copies of these descriptions to the Union, along with the assigned grade level and job family (see Article 19 (Seniority) and Appendix E (Job Family Groupings)). 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 Fact Sheets are kept current and will provide HR and the incumbent with a copy of the current Job Fact Sheet.
- (e) The Department Head will provide a copy of the Job Fact Sheet noted in clause 39.03 (c) to employees upon date of hire. Prior to the conclusion of the employee's probationary period, the employee and his/her supervisor will discuss the Job Fact Sheet to ensure the employee understands his/her job duties.

39.04 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 HR. The Department Head may add additional

comments on 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 HR noted under clauses 39.04 (a) and (b) should not exceed 90 calendar days from initiation by the employee under clause 39.06.
- (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 HR to mediate and resolve the difficulties. The employee may be accompanied by his/her Union Steward to assist the employee in presenting his/her concerns. Failing agreement, HR and the Department Head will determine the appropriate content of the Job Fact Sheet.

39.05 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 HR. HR 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) HR 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. If during the evaluation process HR has questions or concerns about the content of the Job Fact Sheet, they will enter into discussions with the Department Head and the employee to ensure consistency in the application of the job evaluation system.
- (d) Unless a job has significantly changed HR 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 HR of any concerns it has respecting the re-evaluation and grade change.

39.06 Requests By Employees for a Review of Job Duties/Evaluation

- (a) An employee may initiate a formal review of his/her Job Fact Sheet or its evaluation in writing to the Department Head commencing with the process described under clause 39.04.

- (b) The effective date of employee requests will normally be the date the employee and the supervisor signed off the Job Fact Sheet under clause 39.04 (a).

39.07 Requests By Department Heads for a Review of Job Duties/Evaluation

- (a) A Department Head may initiate a review of a Job Fact Sheet or its evaluation commencing with the process described under clause 39.04.
- (b) The effective date of Department Head requests will normally be no earlier than the date of receipt of all required documentation by HR.

39.08 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 40 (Job Evaluation Appeals).

39.09 Appeals

An employee or Department Head may appeal an evaluation in accordance with Article 40 (Job Evaluation Appeals). Such an appeal will not be considered a grievance under Article 38 (Dispute Resolution Process) of this Agreement.

39.10 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 1 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 39.06 (b) or 39.07 (b). The employee's performance review period and future increments will not be affected.

39.11 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, his/her 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 40

JOB EVALUATION APPEALS

40.01 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 39 (Job Evaluation). 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.

40.02 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 Manager, Job Design & Evaluation, with copies to the immediate supervisor, employee and the Department Head (as the case may be). The Manager 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 Manager, Job Design & Evaluation, will, within 20 days from the date of submission of the appeal, reply in writing to the appellant. The reply will state either:
 - (i) the reasons for success or failure of the appeal, or
 - (ii) 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 Manager, Job Design & Evaluation. Within 5 days of receipt of the job analyst's report, the Manager, Job Design & Evaluation, will write to the parties to the appeal stating the reasons for the success or failure of the appeal.

40.03 Advancement of Appeals

Where the appellant is dissatisfied with the response of the Manager, Job Design & Evaluation, the appellant will, within 20 days of the written reply, file a written appeal to the Chair of the JEAC. The appeal must include:

- (i) the original documentation submitted under clause 40.02, and

- (ii) the response by the Manager, Job Design & Evaluation, and
- (iii) 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 Manager, Job Design & Evaluation. If the employee chooses s/he may request the assistance of the Union.

40.04 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 Resources.
 - (iii) Notwithstanding clause 40.04 (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 40.03.
 - (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 40.04 (b) (iii), render the written decision of the Committee of which a copy will be forwarded to the employee, the Department Head, the Manager, Job Design & Evaluation, 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.

40.05 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 Manager, Job Design & Evaluation, in the case of clause 40.02; or
- (b) the appellant and/or Human Resources and the Chair, JEAC, in the case of clause 40.03.

Such consent will not be unreasonably withheld.

40.06 Subsequent Appeals

Where the JEAC has heard an appeal under clause 40.04, the Committee may refuse to accept another appeal of an evaluation or job family allocation for the same position within 1 year from the date of the Committee's original decision.

40.07 Limitations

This Article will not apply to apprentices.

ARTICLE 41

JOINT COMMITTEE ON JOB EVALUATION SYSTEM

41.01 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.

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

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

ARTICLE 42

DISCRIMINATION AND HARASSMENT COMPLAINTS

- 42.01** The parties recognize the importance of creating and maintaining a work environment free of discrimination and harassment. There will be no discrimination, harassment, restriction or coercion practiced by either party in respect of any employee.
- 42.02** The parties recognize the right of every employee to be treated with respect and dignity. In addition, the parties recognize the need to ensure that the following values are supported:
- confidentiality,
 - fair treatment of all parties,
 - procedural fairness, and
 - resolution in a timely manner at the lowest possible level.

Definitions

- 42.03 Discrimination:** Discrimination is any act or omission based on race, religious beliefs, colour, gender, physical disability, mental disability, marital status, age, ancestry, place of origin, family status, source of income, sexual orientation or political belief when that act or omission results in loss of or limit on opportunities to work or to fully participate in campus life or which offends the dignity of the person.
- 42.04 Harassment:** Harassment is conduct or comments which are intimidating, threatening, demeaning, or abusive and may be accompanied by direct or implied threats to grade(s), status or job. Harassment can occur between people of differing authority or between people of similar authority. Harassment may be directed at an individual or at a group. Harassment has the impact of creating a work environment that is hostile and limits individuals in their pursuit of education, research, or work goals.
- 42.05 Informal Resolution:** Informal resolution means methods which achieve remedies agreeable to complainants, but do not invoke formal resolution procedures. Rather, these remedies are achieved by involving the relevant individuals and by using methods which may include coaching, counseling, supporting, mediating, or otherwise facilitating the resolution of the complaint.

Confidentiality

- 42.06** Where there is a complaint of harassment or discrimination, it will be dealt with confidentially by all parties involved. Information relating to the complaint, including the identity of the individuals involved, will be disclosed only to the extent necessary to properly investigate the complaint and to respond to legal and/or administrative proceedings.

Right to Representation

42.07 The Employer agrees that any employee (either grievor or respondent, if a NASA member) has the right to representation by NASA.

Informal Process

42.08 In accordance with the University of Alberta Policy on Discrimination and Harassment (General Faculties Council (GFC) Policy Manual Section 44), 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 behaviour to cease and to establish an effective working environment.

42.09 Where the individual causing the concern is the employee's supervisor, the employee is encouraged to utilize other resources such as the Union, Office of Human Rights, the supervisor's manager, colleagues, DER, or outside resources.

42.10 Failing successful resolution between the 2 parties, or where it is impractical for the individuals to deal informally with the matter, the supervisor should be advised of the nature and details of the concern.

42.11 The supervisor will respond to the issue in either a formal or an informal manner and may seek assistance from Employee Relations or the University's Office of Human Rights. Where the supervisor believes that harassment or discrimination has occurred s/he will immediately report the matter to Employee Relations for advice and assistance. Where the complainant believes the informal resolution was unsuccessful s/he can file a grievance through the Union under the Dispute Resolution Process (Article 38).

Interim Working Arrangements

42.12 Where the supervisor believes harassment and discrimination has occurred or where the employee has filed a grievance, the Employer will determine appropriate interim working arrangements for the complainant and/or respondent, depending on the circumstances. In any event, the Employer must immediately remove the threat of further harassment. The complainant may request that his/her employment duties be modified, including reassignment of duties, transfer or leave with pay in an attempt to eliminate contact with the respondent during the period of investigation. Such request will not be unreasonably denied.

Formal Process

42.13 If the member chooses to file a grievance through the Union, the Union, with the member, will first attempt to resolve the matter informally at Step 1 of the Dispute Resolution Process. Should informal resolution be unsuccessful the Union will file a written grievance at Step 2 of the Dispute Resolution Process. However, the Union

reserves the right to waive the informal resolution process and move directly to the Dispute Resolution Process, Article 38, Step 2.

42.14 Upon receipt of the grievance, the Director, SSHR, and the DER will, within 10 days, assess the nature of the complaint and do one of the following:

- (i) appoint an external investigator to investigate the complaint; or
- (ii) dismiss the complaint; or
- (iii) recommend alternate dispute resolution; or
- (iv) recommend coaching and/or discipline; or
- (v) refer it to any other applicable process.

This will be detailed in a written response to the complainant and respondent.

42.15 An investigator appointed pursuant to clause 42.14 will be independent and will not be an employee of the University. The Employer will consult with the Union before appointing an investigator. The parties will be required to be available to meet with the investigator during the course of the investigation. Within 30 days of his/her appointment, the investigator will provide the findings of his/her investigation to the parties. The investigation findings will only be released to parties directly involved in the dispute and will be held in confidence.

42.16 If the Employer fails to implement the findings of the report, or the findings do not resolve the grievance satisfactorily, the Union may advance the grievance to Step 3 of the Dispute Resolution Process (Article 38).

42.17 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 (Article 38) may need to be extended.

42.18 The Employer agrees that no grievor or person who participates as a witness 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.

42.19 Where applicable and/or necessary, counseling for affected persons in the particular workplace will be provided.

**APPENDIX A
Schedule I
Effective April 1, 2002**

HOURLY RATE

**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	10.23	10.44	10.63	10.81	10.99	11.18	11.37	11.58	11.78	11.99	12.19	12.41	12.62	13.05	13.52
2	11.06	11.25	11.44	11.65	11.87	12.08	12.29	12.49	12.71	12.94	13.17	13.41	13.61	14.09	14.58
3	12.15	12.37	12.56	12.80	13.02	13.25	13.48	13.73	13.97	14.22	14.44	14.70	14.96	15.49	16.04
4	13.25	13.49	13.73	13.97	14.22	14.46	14.71	14.96	15.19	15.49	15.77	16.05	16.33	16.89	17.49
5	14.46	14.73	15.00	15.27	15.54	15.83	16.11	16.40	16.70	17.00	17.31	17.62	17.92	18.57	19.24
6	15.84	16.13	16.42	16.74	17.05	17.36	17.67	18.01	18.36	18.69	19.03	19.40	19.73	20.49	21.22
7	17.23	17.57	17.90	18.24	18.58	18.94	19.30	19.69	20.04	20.44	20.82	21.21	21.61	22.45	23.29
8	18.64	19.01	19.40	19.76	20.12	20.52	20.90	21.33	21.74	22.17	22.59	23.04	23.50	24.40	25.33
9	20.17	20.55	20.97	21.39	21.83	22.27	22.70	23.15	23.61	24.10	24.58	25.08	25.57	26.58	27.64
10	21.70	22.16	22.60	23.08	23.57	24.06	24.52	25.04	25.53	26.07	26.59	27.14	27.68	28.85	30.01
11	23.25	23.75	24.25	24.77	25.27	25.81	26.35	26.92	27.47	28.05	28.62	29.23	29.84	31.10	32.39
12	24.78	25.32	25.85	26.43	26.99	27.58	28.16	28.77	29.37	30.01	30.65	31.31	31.98	33.34	34.78
13	27.31	27.91	28.50	29.16	29.79	30.46	31.13	31.82	32.51	33.23	33.95	34.68	35.44	37.01	38.65
14	29.62	30.30	30.95	31.68	32.39	33.14	33.86	34.64	35.41	36.21	37.02	37.87	38.71	40.44	42.24
15	32.01	32.78	33.52	34.31	35.08	35.90	36.72	37.58	38.43	39.31	40.22	41.15	42.10	44.00	46.03

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

- | | |
|--|--------------------------------|
| Bricklayer | Machinist |
| Bricklayer Foreman | Millwright |
| Cabinetmaker | Millwright Foreman |
| Carpenter | Painter |
| Carpenter Foreman | Painter Foreman |
| Electrician | Pipefitter |
| Electrician Foreman | Pipefitter Foreman |
| Instrument Mechanic (Controls Fitter)* | Plasterer |
| Instrument Mechanic Foreman (Controls Fitter Foreman)* | Refrigeration Mechanic |
| Insulation Mechanic | Refrigeration Mechanic Foreman |
| Lather-Interior Systems Mechanic (Drywaller/Taper)* | Sheet Metal Mechanic |
| Locksmith | Sheet Metal Foreman |
| Locksmith Foreman | |

* Formal trade listed with actual job title in brackets

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

**APPENDIX A
Schedule I
Effective April 1, 2002**

MONTHLY RATES FOR A 35 HOUR WORK WEEK (1820 HOURS PER YEAR)

GRADE	STEP														
	1	1.5	2	2.5	3	3.5	4	4.5	5	5.5	6	6.5	7	8	9
1	1551.55	1583.40	1612.22	1639.52	1666.82	1695.63	1724.45	1756.30	1786.63	1818.48	1848.82	1882.18	1914.03	1979.25	2050.53
2	1677.43	1706.25	1735.07	1766.92	1800.28	1832.13	1863.98	1894.32	1927.68	1962.57	1997.45	2033.85	2064.18	2136.98	2211.30
3	1842.75	1876.12	1904.93	1941.33	1974.70	2009.58	2044.47	2082.38	2118.78	2156.70	2190.07	2229.50	2268.93	2349.32	2432.73
4	2009.58	2045.98	2082.38	2118.78	2156.70	2193.10	2231.02	2268.93	2303.82	2349.32	2391.78	2434.25	2476.72	2561.65	2652.65
5	2193.10	2234.05	2275.00	2315.95	2356.90	2400.88	2443.35	2487.33	2532.83	2578.33	2625.35	2672.37	2717.87	2816.45	2918.07
6	2402.40	2446.38	2490.37	2538.90	2585.92	2632.93	2679.95	2731.52	2784.60	2834.65	2886.22	2942.33	2992.38	3107.65	3218.37
7	2613.22	2664.78	2714.83	2766.40	2817.97	2872.57	2927.17	2986.32	3039.40	3100.07	3157.70	3216.85	3277.52	3404.92	3532.32
8	2827.07	2883.18	2942.33	2996.93	3051.53	3112.20	3169.83	3235.05	3297.23	3362.45	3426.15	3494.40	3564.17	3700.67	3841.72
9	3059.12	3116.75	3180.45	3244.15	3310.88	3377.62	3442.83	3511.08	3580.85	3655.17	3727.97	3803.80	3878.12	4031.30	4192.07
10	3291.17	3360.93	3427.67	3500.47	3574.78	3649.10	3718.87	3797.73	3872.05	3953.95	4032.82	4116.23	4198.13	4375.58	4551.52
11	3526.25	3602.08	3677.92	3756.78	3832.62	3914.52	3996.42	4082.87	4166.28	4254.25	4340.70	4433.22	4525.73	4716.83	4912.48
12	3758.30	3840.20	3920.58	4008.55	4093.48	4182.97	4270.93	4363.45	4454.45	4551.52	4648.58	4748.68	4850.30	5056.57	5274.97
13	4142.02	4233.02	4322.50	4422.60	4518.15	4619.77	4721.38	4826.03	4930.68	5039.88	5149.08	5259.80	5375.07	5613.18	5861.92
14	4492.37	4595.50	4694.08	4804.80	4912.48	5026.23	5135.43	5253.73	5370.52	5491.85	5614.70	5743.62	5871.02	6133.40	6406.40
15	4854.85	4971.63	5083.87	5203.68	5320.47	5444.83	5569.20	5699.63	5828.55	5962.02	6100.03	6241.08	6385.17	6673.33	6981.22

**APPENDIX A
Schedule I
Effective April 1, 2002**

MONTHLY RATES FOR A 37.5 HOUR WORK WEEK (1950 HOURS PER YEAR)

GRADE	STEP														
	1	1.5	2	2.5	3	3.5	4	4.5	5	5.5	6	6.5	7	8	9
1	1662.37	1696.50	1727.37	1756.62	1785.87	1816.75	1847.62	1881.75	1914.25	1948.37	1980.87	2016.62	2050.75	2120.62	2197.00
2	1797.25	1828.12	1859.00	1893.12	1928.87	1963.00	1997.12	2029.62	2065.37	2102.75	2140.12	2179.12	2211.62	2289.62	2369.25
3	1974.37	2010.12	2041.00	2080.00	2115.75	2153.12	2190.50	2231.12	2270.12	2310.75	2346.50	2388.75	2431.00	2517.12	2606.50
4	2153.12	2192.12	2231.12	2270.12	2310.75	2349.75	2390.37	2431.00	2468.37	2517.12	2562.62	2608.12	2653.62	2744.62	2842.12
5	2349.75	2393.62	2437.50	2481.37	2525.25	2572.37	2617.87	2665.00	2713.75	2762.50	2812.87	2863.25	2912.00	3017.62	3126.50
6	2574.00	2621.12	2668.25	2720.25	2770.62	2821.00	2871.37	2926.62	2983.50	3037.12	3092.37	3152.50	3206.12	3329.62	3448.25
7	2799.87	2855.12	2908.75	2964.00	3019.25	3077.75	3136.25	3199.62	3256.50	3321.50	3383.25	3446.62	3511.62	3648.12	3784.62
8	3029.00	3089.12	3152.50	3211.00	3269.50	3334.50	3396.25	3466.12	3532.75	3602.62	3670.87	3744.00	3818.75	3965.00	4116.12
9	3277.62	3339.37	3407.62	3475.87	3547.37	3618.87	3688.75	3761.87	3836.62	3916.25	3994.25	4075.50	4155.12	4319.25	4491.50
10	3526.25	3601.00	3672.50	3750.50	3830.12	3909.75	3984.50	4069.00	4148.62	4236.37	4320.87	4410.25	4498.00	4688.12	4876.62
11	3778.12	3859.37	3940.62	4025.12	4106.37	4194.12	4281.87	4374.50	4463.87	4558.12	4650.75	4749.87	4849.00	5053.75	5263.37
12	4026.75	4114.50	4200.62	4294.87	4385.87	4481.75	4576.00	4675.12	4772.62	4876.62	4980.62	5087.87	5196.75	5417.75	5651.75
13	4437.87	4535.37	4631.25	4738.50	4840.87	4949.75	5058.62	5170.75	5282.87	5399.87	5516.87	5635.50	5759.00	6014.12	6280.62
14	4813.25	4923.75	5029.37	5148.00	5263.37	5385.25	5502.25	5629.00	5754.12	5884.12	6015.75	6153.87	6290.37	6571.50	6864.00
15	5201.62	5326.75	5447.00	5575.37	5700.50	5833.75	5967.00	6106.75	6244.87	6387.87	6535.75	6686.87	6841.25	7150.00	7479.87

**APPENDIX A
Schedule I
Effective April 1, 2002**

MONTHLY RATES FOR A 40 HOUR WORK WEEK (2080 HOURS PER YEAR)

GRADE	STEP														
	1	1.5	2	2.5	3	3.5	4	4.5	5	5.5	6	6.5	7	8	9
1	1773.20	1809.60	1842.53	1873.73	1904.93	1937.87	1970.80	2007.20	2041.87	2078.27	2112.93	2151.07	2187.47	2262.00	2343.47
2	1917.07	1950.00	1982.93	2019.33	2057.47	2093.87	2130.27	2164.93	2203.07	2242.93	2282.80	2324.40	2359.07	2442.27	2527.20
3	2106.00	2144.13	2177.07	2218.67	2256.80	2296.67	2336.53	2379.87	2421.47	2464.80	2502.93	2548.00	2593.07	2684.93	2780.27
4	2296.67	2338.27	2379.87	2421.47	2464.80	2506.40	2549.73	2593.07	2632.93	2684.93	2733.47	2782.00	2830.53	2927.60	3031.60
5	2506.40	2553.20	2600.00	2646.80	2693.60	2743.87	2792.40	2842.67	2894.67	2946.67	3000.40	3054.13	3106.13	3218.80	3334.93
6	2745.60	2795.87	2846.13	2901.60	2955.33	3009.07	3062.80	3121.73	3182.40	3239.60	3298.53	3362.67	3419.87	3551.60	3678.13
7	2986.53	3045.47	3102.67	3161.60	3220.53	3282.93	3345.33	3412.93	3473.60	3542.93	3608.80	3676.40	3745.73	3891.33	4036.93
8	3230.93	3295.07	3362.67	3425.07	3487.47	3556.80	3622.67	3697.20	3768.27	3842.80	3915.60	3993.60	4073.33	4229.33	4390.53
9	3496.13	3562.00	3634.80	3707.60	3783.87	3860.13	3934.67	4012.67	4092.40	4177.33	4260.53	4347.20	4432.13	4607.20	4790.93
10	3761.33	3841.07	3917.33	4000.53	4085.47	4170.40	4250.13	4340.27	4425.20	4518.80	4608.93	4704.27	4797.87	5000.67	5201.73
11	4030.00	4116.67	4203.33	4293.47	4380.13	4473.73	4567.33	4666.13	4761.47	4862.00	4960.80	5066.53	5172.27	5390.67	5614.27
12	4295.20	4388.80	4480.67	4581.20	4678.27	4780.53	4881.07	4986.80	5090.80	5201.73	5312.67	5427.07	5543.20	5778.93	6028.53
13	4733.73	4837.73	4940.00	5054.40	5163.60	5279.73	5395.87	5515.47	5635.07	5759.87	5884.67	6011.20	6142.93	6415.07	6699.33
14	5134.13	5252.00	5364.67	5491.20	5614.27	5744.27	5869.07	6004.27	6137.73	6276.40	6416.80	6564.13	6709.73	7009.60	7321.60
15	5548.40	5681.87	5810.13	5947.07	6080.53	6222.67	6364.80	6513.87	6661.20	6813.73	6971.47	7132.67	7297.33	7626.67	7978.53

**APPENDIX A
Schedule II
Effective April 1, 2003**

HOURLY RATE

**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	10.64	10.86	11.06	11.24	11.43	11.63	11.82	12.04	12.25	12.47	12.68	12.91	13.12	13.57	14.06
2	11.50	11.70	11.90	12.12	12.34	12.56	12.78	12.99	13.22	13.46	13.70	13.95	14.15	14.65	15.16
3	12.64	12.86	13.06	13.31	13.54	13.78	14.02	14.28	14.53	14.79	15.02	15.29	15.56	16.11	16.68
4	13.78	14.03	14.28	14.53	14.79	15.04	15.30	15.56	15.80	16.11	16.40	16.69	16.98	17.57	18.19
5	15.04	15.32	15.60	15.88	16.16	16.46	16.75	17.06	17.37	17.68	18.00	18.32	18.64	19.31	20.01
6	16.47	16.78	17.08	17.41	17.73	18.05	18.38	18.73	19.09	19.44	19.79	20.18	20.52	21.31	22.07
7	17.92	18.27	18.62	18.97	19.32	19.70	20.07	20.48	20.84	21.26	21.65	22.06	22.47	23.35	24.22
8	19.39	19.77	20.18	20.55	20.92	21.34	21.74	22.18	22.61	23.06	23.49	23.96	24.44	25.38	26.34
9	20.98	21.37	21.81	22.25	22.70	23.16	23.61	24.08	24.55	25.06	25.56	26.08	26.59	27.64	28.75
10	22.57	23.05	23.50	24.00	24.51	25.02	25.50	26.04	26.55	27.11	27.65	28.23	28.79	30.00	31.21
11	24.18	24.70	25.22	25.76	26.28	26.84	27.40	28.00	28.57	29.17	29.76	30.40	31.03	32.34	33.69
12	25.77	26.33	26.88	27.49	28.07	28.68	29.29	29.92	30.54	31.21	31.88	32.56	33.26	34.67	36.17
13	28.40	29.03	29.64	30.33	30.98	31.68	32.38	33.09	33.81	34.56	35.31	36.07	36.86	38.49	40.20
14	30.80	31.51	32.19	32.95	33.69	34.47	35.21	36.03	36.83	37.66	38.50	39.38	40.26	42.06	43.93
15	33.29	34.09	34.86	35.68	36.48	37.34	38.19	39.08	39.97	40.88	41.83	42.80	43.78	45.76	47.87

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

Bricklayer

Bricklayer Foreman

Cabinetmaker

Carpenter

Carpenter Foreman

Electrician

Electrician Foreman

Instrument Mechanic (Controls Fitter)*

Instrument Mechanic Foreman (Controls Fitter Foreman)*

Insulation Mechanic

Lather-Interior Systems Mechanic (Drywaller/Taper)*

Locksmith

Locksmith Foreman

Machinist

Millwright

Millwright Foreman

Painter

Painter Foreman

Pipefitter

Pipefitter Foreman

Plasterer

Refrigeration Mechanic

Refrigeration Mechanic Foreman

Sheet Metal Mechanic

Sheet Metal Foreman

* Formal trade listed with actual job title in brackets

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

**APPENDIX A
Schedule II
Effective April 1, 2003**

MONTHLY RATES FOR A 35 HOUR WORK WEEK (1820 HOURS PER YEAR)

	STEP														
	1	1.5	2	2.5	3	3.5	4	4.5	5	5.5	6	6.5	7	8	9
1	1613.73	1647.10	1677.43	1704.73	1733.55	1763.88	1792.70	1826.07	1857.92	1891.28	1923.13	1958.02	1989.87	2058.12	2132.43
2	1744.17	1774.50	1804.83	1838.20	1871.57	1904.93	1938.30	1970.15	2005.03	2041.43	2077.83	2115.75	2146.08	2221.92	2299.27
3	1917.07	1950.43	1980.77	2018.68	2053.57	2089.97	2126.37	2165.80	2203.72	2243.15	2278.03	2318.98	2359.93	2443.35	2529.80
4	2089.97	2127.88	2165.80	2203.72	2243.15	2281.07	2320.50	2359.93	2396.33	2443.35	2487.33	2531.32	2575.30	2664.78	2758.82
5	2281.07	2323.53	2366.00	2408.47	2450.93	2496.43	2540.42	2587.43	2634.45	2681.47	2730.00	2778.53	2827.07	2928.68	3034.85
6	2497.95	2544.97	2590.47	2640.52	2689.05	2737.58	2787.63	2840.72	2895.32	2948.40	3001.48	3060.63	3112.20	3232.02	3347.28
7	2717.87	2770.95	2824.03	2877.12	2930.20	2987.83	3043.95	3106.13	3160.73	3224.43	3283.58	3345.77	3407.95	3541.42	3673.37
8	2940.82	2998.45	3060.63	3116.75	3172.87	3236.57	3297.23	3363.97	3429.18	3497.43	3562.65	3633.93	3706.73	3849.30	3994.90
9	3181.97	3241.12	3307.85	3374.58	3442.83	3512.60	3580.85	3652.13	3723.42	3800.77	3876.60	3955.47	4032.82	4192.07	4360.42
10	3423.12	3495.92	3564.17	3640.00	3717.35	3794.70	3867.50	3949.40	4026.75	4111.68	4193.58	4281.55	4366.48	4550.00	4733.52
11	3667.30	3746.17	3825.03	3906.93	3985.80	4070.73	4155.67	4246.67	4333.12	4424.12	4513.60	4610.67	4706.22	4904.90	5109.65
12	3908.45	3993.38	4076.80	4169.32	4257.28	4349.80	4442.32	4537.87	4631.90	4733.52	4835.13	4938.27	5044.43	5258.28	5485.78
13	4307.33	4402.88	4495.40	4600.05	4698.63	4804.80	4910.97	5018.65	5127.85	5241.60	5355.35	5470.62	5590.43	5837.65	6097.00
14	4671.33	4779.02	4882.15	4997.42	5109.65	5227.95	5340.18	5464.55	5585.88	5711.77	5839.17	5972.63	6106.10	6379.10	6662.72
15	5048.98	5170.32	5287.10	5411.47	5532.80	5663.23	5792.15	5927.13	6062.12	6200.13	6344.22	6491.33	6639.97	6940.27	7260.28

**APPENDIX A
Schedule II
Effective April 1, 2003**

MONTHLY RATES FOR A 37.5 HOUR WORK WEEK (1950 HOURS PER YEAR)

GRADE	STEP														
	1	1.5	2	2.5	3	3.5	4	4.5	5	5.5	6	6.5	7	8	9
1	1729.00	1764.75	1797.25	1826.50	1857.37	1889.87	1920.75	1956.50	1990.62	2026.37	2060.50	2097.87	2132.00	2205.12	2284.75
2	1868.75	1901.25	1933.75	1969.50	2005.25	2041.00	2076.75	2110.87	2148.25	2187.25	2226.25	2266.87	2299.37	2380.62	2463.50
3	2054.00	2089.75	2122.25	2162.87	2200.25	2239.25	2278.25	2320.50	2361.12	2403.37	2440.75	2484.62	2528.50	2617.87	2710.50
4	2239.25	2279.87	2320.50	2361.12	2403.37	2444.00	2486.25	2528.50	2567.50	2617.87	2665.00	2712.12	2759.25	2855.12	2955.87
5	2444.00	2489.50	2535.00	2580.50	2626.00	2674.75	2721.87	2772.25	2822.62	2873.00	2925.00	2977.00	3029.00	3137.87	3251.62
6	2676.37	2726.75	2775.50	2829.12	2881.12	2933.12	2986.75	3043.62	3102.12	3159.00	3215.87	3279.25	3334.50	3462.87	3586.37
7	2912.00	2968.87	3025.75	3082.62	3139.50	3201.25	3261.37	3328.00	3386.50	3454.75	3518.12	3584.75	3651.37	3794.37	3935.75
8	3150.87	3212.62	3279.25	3339.37	3399.50	3467.75	3532.75	3604.25	3674.12	3747.25	3817.12	3893.50	3971.50	4124.25	4280.25
9	3409.25	3472.62	3544.12	3615.62	3688.75	3763.50	3836.62	3913.00	3989.37	4072.25	4153.50	4238.00	4320.87	4491.50	4671.87
10	3667.62	3745.62	3818.75	3900.00	3982.87	4065.75	4143.75	4231.50	4314.37	4405.37	4493.12	4587.37	4678.37	4875.00	5071.62
11	3929.25	4013.75	4098.25	4186.00	4270.50	4361.50	4452.50	4550.00	4642.62	4740.12	4836.00	4940.00	5042.37	5255.25	5474.62
12	4187.62	4278.62	4368.00	4467.12	4561.37	4660.50	4759.62	4862.00	4962.75	5071.62	5180.50	5291.00	5404.75	5633.87	5877.62
13	4615.00	4717.37	4816.50	4928.62	5034.25	5148.00	5261.75	5377.12	5494.12	5616.00	5737.87	5861.37	5989.75	6254.62	6532.50
14	5005.00	5120.37	5230.87	5354.37	5474.62	5601.37	5721.62	5854.87	5984.87	6119.75	6256.25	6399.25	6542.25	6834.75	7138.62
15	5409.62	5539.62	5664.75	5798.00	5928.00	6067.75	6205.87	6350.50	6495.12	6643.00	6797.37	6955.00	7114.25	7436.00	7778.87

**APPENDIX A
Schedule II
Effective April 1, 2003**

MONTHLY RATES FOR A 40 HOUR WORK WEEK (2080 HOURS PER YEAR)

GRADE	STEP														
	1	1.5	2	2.5	3	3.5	4	4.5	5	5.5	6	6.5	7	8	9
1	1844.27	1882.40	1917.07	1948.27	1981.20	2015.87	2048.80	2086.93	2123.33	2161.47	2197.87	2237.73	2274.13	2352.13	2437.07
2	1993.33	2028.00	2062.67	2100.80	2138.93	2177.07	2215.20	2251.60	2291.47	2333.07	2374.67	2418.00	2452.67	2539.33	2627.73
3	2190.93	2229.07	2263.73	2307.07	2346.93	2388.53	2430.13	2475.20	2518.53	2563.60	2603.47	2650.27	2697.07	2792.40	2891.20
4	2388.53	2431.87	2475.20	2518.53	2563.60	2606.93	2652.00	2697.07	2738.67	2792.40	2842.67	2892.93	2943.20	3045.47	3152.93
5	2606.93	2655.47	2704.00	2752.53	2801.07	2853.07	2903.33	2957.07	3010.80	3064.53	3120.00	3175.47	3230.93	3347.07	3468.40
6	2854.80	2908.53	2960.53	3017.73	3073.20	3128.67	3185.87	3246.53	3308.93	3369.60	3430.27	3497.87	3556.80	3693.73	3825.47
7	3106.13	3166.80	3227.47	3288.13	3348.80	3414.67	3478.80	3549.87	3612.27	3685.07	3752.67	3823.73	3894.80	4047.33	4198.13
8	3360.93	3426.80	3497.87	3562.00	3626.13	3698.93	3768.27	3844.53	3919.07	3997.07	4071.60	4153.07	4236.27	4399.20	4565.60
9	3636.53	3704.13	3780.40	3856.67	3934.67	4014.40	4092.40	4173.87	4255.33	4343.73	4430.40	4520.53	4608.93	4790.93	4983.33
10	3912.13	3995.33	4073.33	4160.00	4248.40	4336.80	4420.00	4513.60	4602.00	4699.07	4792.67	4893.20	4990.27	5200.00	5409.73
11	4191.20	4281.33	4371.47	4465.07	4555.20	4652.27	4749.33	4853.33	4952.13	5056.13	5158.40	5269.33	5378.53	5605.60	5839.60
12	4466.80	4563.87	4659.20	4764.93	4865.47	4971.20	5076.93	5186.13	5293.60	5409.73	5525.87	5643.73	5765.07	6009.47	6269.47
13	4922.67	5031.87	5137.60	5257.20	5369.87	5491.20	5612.53	5735.60	5860.40	5990.40	6120.40	6252.13	6389.07	6671.60	6968.00
14	5338.67	5461.73	5579.60	5711.33	5839.60	5974.80	6103.07	6245.20	6383.87	6527.73	6673.33	6825.87	6978.40	7290.40	7614.53
15	5770.27	5908.93	6042.40	6184.53	6323.20	6472.27	6619.60	6773.87	6928.13	7085.87	7250.53	7418.67	7588.53	7931.73	8297.47

**APPENDIX A
Schedule III
Effective April 1, 2004**

	HOURLY RATE													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	11.07	11.29	11.50	11.69	11.89	12.10	12.29	12.52	12.74	12.97	13.19	13.43	13.64	14.11	14.62
2	11.96	12.17	12.38	12.60	12.83	13.06	13.29	13.51	13.75	14.00	14.25	14.51	14.72	15.24	15.77
3	13.15	13.37	13.58	13.84	14.08	14.33	14.58	14.85	15.11	15.38	15.62	15.90	16.18	16.75	17.35
4	14.33	14.59	14.85	15.11	15.38	15.64	15.91	16.18	16.43	16.75	17.06	17.36	17.66	18.27	18.92
5	15.64	15.93	16.22	16.52	16.81	17.12	17.42	17.74	18.06	18.39	18.72	19.05	19.39	20.08	20.81
6	17.13	17.45	17.76	18.11	18.44	18.77	19.12	19.48	19.85	20.22	20.58	20.99	21.34	22.16	22.95
7	18.64	19.00	19.36	19.73	20.09	20.49	20.87	21.30	21.67	22.11	22.52	22.94	23.37	24.28	25.19
8	20.17	20.56	20.99	21.37	21.76	22.19	22.61	23.07	23.51	23.98	24.43	24.92	25.42	26.40	27.39
9	21.82	22.22	22.68	23.14	23.61	24.09	24.55	25.04	25.53	26.06	26.58	27.12	27.65	28.75	29.90
10	23.47	23.97	24.44	24.96	25.49	26.02	26.52	27.08	27.61	28.19	28.76	29.36	29.94	31.20	32.46
11	25.15	25.69	26.23	26.79	27.33	27.91	28.50	29.12	29.71	30.34	30.95	31.62	32.27	33.63	35.04
12	26.80	27.38	27.96	28.59	29.19	29.83	30.46	31.12	31.76	32.46	33.16	33.86	34.59	36.06	37.62
13	29.54	30.19	30.83	31.54	32.22	32.95	33.68	34.41	35.16	35.94	36.72	37.51	38.33	40.03	41.81
14	32.03	32.77	33.48	34.27	35.04	35.85	36.62	37.47	38.30	39.17	40.04	40.96	41.87	43.74	45.69
15	34.62	35.45	36.25	37.11	37.94	38.83	39.72	40.64	41.57	42.52	43.50	44.51	45.53	47.59	49.78

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

- | | |
|--|--------------------------------|
| Bricklayer | Machinist |
| Bricklayer Foreman | Millwright |
| Cabinetmaker | Millwright Foreman |
| Carpenter | Painter |
| Carpenter Foreman | Painter Foreman |
| Electrician | Pipefitter |
| Electrician Foreman | Pipefitter Foreman |
| Instrument Mechanic (Controls Fitter)* | Plasterer |
| Instrument Mechanic Foreman (Controls Fitter Foreman)* | Refrigeration Mechanic |
| Insulation Mechanic | Refrigeration Mechanic Foreman |
| Lather-Interior Systems Mechanic (Drywaller/Taper)* | Sheet Metal Mechanic |
| Locksmith | Sheet Metal Foreman |
| Locksmith Foreman | |

* Formal trade listed with actual job title in brackets

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

**APPENDIX A
Schedule III
Effective April 1, 2004**

MONTHLY RATES FOR A 35 HOUR WORK WEEK (1820 HOURS PER YEAR)

GRADE	STEP														
	1	1.5	2	2.5	3	3.5	4	4.5	5	5.5	6	6.5	7	8	9
1	1678.95	1712.32	1744.17	1772.98	1803.32	1835.17	1863.98	1898.87	1932.23	1967.12	2000.48	2036.88	2068.73	2140.02	2217.37
2	1813.93	1845.78	1877.63	1911.00	1945.88	1980.77	2015.65	2049.02	2085.42	2123.33	2161.25	2200.68	2232.53	2311.40	2391.78
3	1994.42	2027.78	2059.63	2099.07	2135.47	2173.38	2211.30	2252.25	2291.68	2332.63	2369.03	2411.50	2453.97	2540.42	2631.42
4	2173.38	2212.82	2252.25	2291.68	2332.63	2372.07	2413.02	2453.97	2491.88	2540.42	2587.43	2632.93	2678.43	2770.95	2869.53
5	2372.07	2416.05	2460.03	2505.53	2549.52	2596.53	2642.03	2690.57	2739.10	2789.15	2839.20	2889.25	2940.82	3045.47	3156.18
6	2598.05	2646.58	2693.60	2746.68	2796.73	2846.78	2899.87	2954.47	3010.58	3066.70	3121.30	3183.48	3236.57	3360.93	3480.75
7	2827.07	2881.67	2936.27	2992.38	3046.98	3107.65	3165.28	3230.50	3286.62	3353.35	3415.53	3479.23	3544.45	3682.47	3820.48
8	3059.12	3118.27	3183.48	3241.12	3300.27	3365.48	3429.18	3498.95	3565.68	3636.97	3705.22	3779.53	3855.37	4004.00	4154.15
9	3309.37	3370.03	3439.80	3509.57	3580.85	3653.65	3723.42	3797.73	3872.05	3952.43	4031.30	4113.20	4193.58	4360.42	4534.83
10	3559.62	3635.45	3706.73	3785.60	3865.98	3946.37	4022.20	4107.13	4187.52	4275.48	4361.93	4452.93	4540.90	4732.00	4923.10
11	3814.42	3896.32	3978.22	4063.15	4145.05	4233.02	4322.50	4416.53	4506.02	4601.57	4694.08	4795.70	4894.28	5100.55	5314.40
12	4064.67	4152.63	4240.60	4336.15	4427.15	4524.22	4619.77	4719.87	4816.93	4923.10	5029.27	5135.43	5246.15	5469.10	5705.70
13	4480.23	4578.82	4675.88	4783.57	4886.70	4997.42	5108.13	5218.85	5332.60	5450.90	5569.20	5689.02	5813.38	6071.22	6341.18
14	4857.88	4970.12	5077.80	5197.62	5314.40	5437.25	5554.03	5682.95	5808.83	5940.78	6072.73	6212.27	6350.28	6633.90	6929.65
15	5250.70	5376.58	5497.92	5628.35	5754.23	5889.22	6024.20	6163.73	6304.78	6448.87	6597.50	6750.68	6905.38	7217.82	7549.97

**APPENDIX A
Schedule III
Effective April 1, 2004**

MONTHLY RATES FOR A 37.5 HOUR WORK WEEK (1950 HOURS PER YEAR)

GRADE	STEP														
	1	1.5	2	2.5	3	3.5	4	4.5	5	5.5	6	6.5	7	8	9
1	1798.87	1834.62	1868.75	1899.62	1932.12	1966.25	1997.12	2034.50	2070.25	2107.62	2143.37	2182.37	2216.50	2292.87	2375.75
2	1943.50	1977.62	2011.75	2047.50	2084.87	2122.25	2159.62	2195.37	2234.37	2275.00	2315.62	2357.87	2392.00	2476.50	2562.62
3	2136.87	2172.62	2206.75	2249.00	2288.00	2328.62	2369.25	2413.12	2455.37	2499.25	2538.25	2583.75	2629.25	2721.87	2819.37
4	2328.62	2370.87	2413.12	2455.37	2499.25	2541.50	2585.37	2629.25	2669.87	2721.87	2772.25	2821.00	2869.75	2968.87	3074.50
5	2541.50	2588.62	2635.75	2684.50	2731.62	2782.00	2830.75	2882.75	2934.75	2988.37	3042.00	3095.62	3150.87	3263.00	3381.62
6	2783.62	2835.62	2886.00	2942.87	2996.50	3050.12	3107.00	3165.50	3225.62	3285.75	3344.25	3410.87	3467.75	3601.00	3729.37
7	3029.00	3087.50	3146.00	3206.12	3264.62	3329.62	3391.37	3461.25	3521.37	3592.87	3659.50	3727.75	3797.62	3945.50	4093.37
8	3277.62	3341.00	3410.87	3472.62	3536.00	3605.87	3674.12	3748.87	3820.37	3896.75	3969.87	4049.50	4130.75	4290.00	4450.87
9	3545.75	3610.75	3685.50	3760.25	3836.62	3914.62	3989.37	4069.00	4148.62	4234.75	4319.25	4407.00	4493.12	4671.87	4858.75
10	3813.87	3895.12	3971.50	4056.00	4142.12	4228.25	4309.50	4400.50	4486.62	4580.87	4673.50	4771.00	4865.25	5070.00	5274.75
11	4086.87	4174.62	4262.37	4353.37	4441.12	4535.37	4631.25	4732.00	4827.87	4930.25	5029.37	5138.25	5243.87	5464.87	5694.00
12	4355.00	4449.25	4543.50	4645.87	4743.37	4847.37	4949.75	5057.00	5161.00	5274.75	5388.50	5502.25	5620.87	5859.75	6113.25
13	4800.25	4905.87	5009.87	5125.25	5235.75	5354.37	5473.00	5591.62	5713.50	5840.25	5967.00	6095.37	6228.62	6504.87	6794.12
14	5204.87	5325.12	5440.50	5568.87	5694.00	5825.62	5950.75	6088.87	6223.75	6365.12	6506.50	6656.00	6803.87	7107.75	7424.62
15	5625.75	5760.62	5890.62	6030.37	6165.25	6309.87	6454.50	6604.00	6755.12	6909.50	7068.75	7232.87	7398.62	7733.37	8089.25

**APPENDIX A
Schedule III
Effective April 1, 2004**

MONTHLY RATES FOR A 40 HOUR WORK WEEK (2080 HOURS PER YEAR)

GRADE	STEP														
	1	1.5	2	2.5	3	3.5	4	4.5	5	5.5	6	6.5	7	8	9
1	1918.80	1956.93	1993.33	2026.27	2060.93	2097.33	2130.27	2170.13	2208.27	2248.13	2286.27	2327.87	2364.27	2445.73	2534.13
2	2073.07	2109.47	2145.87	2184.00	2223.87	2263.73	2303.60	2341.73	2383.33	2426.67	2470.00	2515.07	2551.47	2641.60	2733.47
3	2279.33	2317.47	2353.87	2398.93	2440.53	2483.87	2527.20	2574.00	2619.07	2665.87	2707.47	2756.00	2804.53	2903.33	3007.33
4	2483.87	2528.93	2574.00	2619.07	2665.87	2710.93	2757.73	2804.53	2847.87	2903.33	2957.07	3009.07	3061.07	3166.80	3279.47
5	2710.93	2761.20	2811.47	2863.47	2913.73	2967.47	3019.47	3074.93	3130.40	3187.60	3244.80	3302.00	3360.93	3480.53	3607.07
6	2969.20	3024.67	3078.40	3139.07	3196.27	3253.47	3314.13	3376.53	3440.67	3504.80	3567.20	3638.27	3698.93	3841.07	3978.00
7	3230.93	3293.33	3355.73	3419.87	3482.27	3551.60	3617.47	3692.00	3756.13	3832.40	3903.47	3976.27	4050.80	4208.53	4366.27
8	3496.13	3563.73	3638.27	3704.13	3771.73	3846.27	3919.07	3998.80	4075.07	4156.53	4234.53	4319.47	4406.13	4576.00	4747.60
9	3782.13	3851.47	3931.20	4010.93	4092.40	4175.60	4255.33	4340.27	4425.20	4517.07	4607.20	4700.80	4792.67	4983.33	5182.67
10	4068.13	4154.80	4236.27	4326.40	4418.27	4510.13	4596.80	4693.87	4785.73	4886.27	4985.07	5089.07	5189.60	5408.00	5626.40
11	4359.33	4452.93	4546.53	4643.60	4737.20	4837.73	4940.00	5047.47	5149.73	5258.93	5364.67	5480.80	5593.47	5829.20	6073.60
12	4645.33	4745.87	4846.40	4955.60	5059.60	5170.53	5279.73	5394.13	5505.07	5626.40	5747.73	5869.07	5995.60	6250.40	6520.80
13	5120.27	5232.93	5343.87	5466.93	5584.80	5711.33	5837.87	5964.40	6094.40	6229.60	6364.80	6501.73	6643.87	6938.53	7247.07
14	5551.87	5680.13	5803.20	5940.13	6073.60	6214.00	6347.47	6494.80	6638.67	6789.47	6940.27	7099.73	7257.47	7581.60	7919.60
15	6000.80	6144.67	6283.33	6432.40	6576.27	6730.53	6884.80	7044.27	7205.47	7370.13	7540.00	7715.07	7891.87	8248.93	8628.53

APPENDIX B

Schedule I for “Grandfathered Employees” Only* - Effective April 1, 2002

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

	35 HOUR WORK WEEK LONG SERVICE INCREMENTS			37.5 HOUR WORK WEEK LONG SERVICE INCREMENTS			40 HOUR WORK WEEK LONG SERVICE INCREMENTS		
	7	8	9	7	8	9	7	8	9
5	1913.39	1988.76	2061.87	1913.39	1993.26	2061.87	1913.39	1986.51	2061.87
6	1988.76	2061.87	2138.36	1993.26	2061.87	2140.61	1986.51	2061.87	2139.49
7	2061.87	2138.36	2233.98	2061.87	2140.61	2235.11	2061.87	2139.49	2236.23
8	2138.36	2233.98	2326.22	2140.61	2235.11	2326.22	2139.49	2236.23	2326.22
9	2233.98	2326.22	2427.45	2235.11	2326.22	2426.33	2236.23	2326.22	2428.58
10	2326.22	2427.45	2525.32	2326.22	2426.33	2525.32	2326.22	2428.58	2526.44
11	2427.45	2525.32	2637.80	2426.33	2525.32	2634.43	2428.58	2526.44	2633.31
12	2525.32	2637.80	2750.29	2525.32	2634.43	2749.17	2526.44	2633.31	2749.17
13	2637.80	2750.29	2866.16	2634.43	2749.17	2863.90	2633.31	2749.17	2863.90
14	2750.29	2866.16	2991.01	2749.17	2863.90	2991.01	2749.17	2863.90	2989.89
15	2866.16	2991.01	3120.37	2863.90	2991.01	3120.37	2863.90	2989.89	3123.74
16	2991.01	3120.37	3262.11	2991.01	3120.37	3262.11	2989.89	3123.74	3263.23
17	3120.37	3262.11	3403.84	3120.37	3262.11	3400.47	3123.74	3263.23	3399.34
18	3262.11	3403.84	3554.57	3262.11	3400.47	3554.57	3263.23	3399.34	3559.07
19	3403.84	3554.57	3710.93	3400.47	3554.57	3713.17	3399.34	3559.07	3714.30
20	3554.57	3710.93	3878.53	3554.57	3713.17	3876.28	3559.07	3714.30	3877.41
21	3710.93	3878.53	4056.26	3713.17	3876.28	4055.14	3714.30	3877.41	4054.01
22	3878.53	4056.26	4238.49	3876.28	4055.14	4240.74	3877.41	4054.01	4236.24
23	4056.26	4238.49	4431.96	4055.14	4240.74	4433.09	4054.01	4236.24	4434.22
24	4238.49	4431.96	4635.56	4240.74	4433.09	4634.44	4236.24	4434.22	4636.69
25	4431.96	4635.56	4849.29	4433.09	4634.44	4849.29	4434.22	4636.69	4850.41
26	4635.56	4849.29	5077.63	4634.44	4849.29	5078.76	4636.69	4850.41	5076.51
27	4849.29	5077.63	5309.36	4849.29	5078.76	5307.11	4850.41	5076.51	5311.61
28	5077.63	5309.36	5552.33	5078.76	5307.11	5553.45	5076.51	5311.61	5551.21
29	5309.36	5552.33	5812.18	5307.11	5553.45	5811.05	5311.61	5551.21	5813.30
30	5552.33	5812.18	6085.52	5553.45	5811.05	6084.38	5551.21	5813.30	6084.38
31	5812.18	6085.52	6366.73	5811.05	6084.38	6364.48	5813.30	6084.38	6367.86
32	6085.52	6366.73	6667.07	6084.38	6364.48	6669.32	6084.38	6367.86	6669.32
33	6366.73	6667.07	6982.03	6364.48	6669.32	6980.91	6367.86	6669.32	6979.78

APPENDIX B**Schedule II for “Grandfathered Employees” Only* - Effective April 1, 2003*****These Grids do not apply for new employees hired or new appointments made after April 1, 1989**

	35 HOUR WORK WEEK LONG SERVICE INCREMENTS			37.5 HOUR WORK WEEK LONG SERVICE INCREMENTS			40 HOUR WORK WEEK LONG SERVICE INCREMENTS		
	7	8	9	7	8	9	7	8	9
5	1989.93	2068.31	2144.34	1989.93	2072.99	2144.34	1989.93	2065.97	2144.34
6	2068.31	2144.34	2223.89	2072.99	2144.34	2226.23	2065.97	2144.34	2225.07
7	2144.34	2223.89	2323.34	2144.34	2226.23	2324.51	2144.34	2225.07	2325.68
8	2223.89	2323.34	2419.27	2226.23	2324.51	2419.27	2225.07	2325.68	2419.27
9	2323.34	2419.27	2524.55	2324.51	2419.27	2523.38	2325.68	2419.27	2525.72
10	2419.27	2524.55	2626.33	2419.27	2523.38	2626.33	2419.27	2525.72	2627.50
11	2524.55	2626.33	2743.31	2523.38	2626.33	2739.81	2525.72	2627.50	2738.64
12	2626.33	2743.31	2860.30	2626.33	2739.81	2859.14	2627.50	2738.64	2859.14
13	2743.31	2860.30	2980.81	2739.81	2859.14	2978.46	2738.64	2859.14	2978.46
14	2860.30	2980.81	3110.65	2859.14	2978.46	3110.65	2859.14	2978.46	3109.49
15	2980.81	3110.65	3245.18	2978.46	3110.65	3245.18	2978.46	3109.49	3248.69
16	3110.65	3245.18	3392.59	3110.65	3245.18	3392.59	3109.49	3248.69	3393.76
17	3245.18	3392.59	3539.99	3245.18	3392.59	3536.49	3248.69	3393.76	3535.31
18	3392.59	3539.99	3696.75	3392.59	3536.49	3696.75	3393.76	3535.31	3701.43
19	3539.99	3696.75	3859.37	3536.49	3696.75	3861.70	3535.31	3701.43	3862.87
20	3696.75	3859.37	4033.67	3696.75	3861.70	4031.33	3701.43	3862.87	4032.51
21	3859.37	4033.67	4218.51	3861.70	4031.33	4217.35	3862.87	4032.51	4216.17
22	4033.67	4218.51	4408.03	4031.33	4217.35	4410.37	4032.51	4216.17	4405.69
23	4218.51	4408.03	4609.24	4217.35	4410.37	4610.41	4216.17	4405.69	4611.59
24	4408.03	4609.24	4820.98	4410.37	4610.41	4819.82	4405.69	4611.59	4822.16
25	4609.24	4820.98	5043.26	4610.41	4819.82	5043.26	4611.59	4822.16	5044.43
26	4820.98	5043.26	5280.74	4819.82	5043.26	5281.91	4822.16	5044.43	5279.57
27	5043.26	5280.74	5521.73	5043.26	5281.91	5519.39	5044.43	5279.57	5524.07
28	5280.74	5521.73	5774.42	5281.91	5519.39	5775.59	5279.57	5524.07	5773.26
29	5521.73	5774.42	6044.67	5519.39	5775.59	6043.49	5524.07	5773.26	6045.83
30	5774.42	6044.67	6328.94	5775.59	6043.49	6327.76	5773.26	6045.83	6327.76
31	6044.67	6328.94	6621.40	6043.49	6327.76	6619.06	6045.83	6327.76	6622.57
32	6328.94	6621.40	6933.75	6327.76	6619.06	6936.09	6327.76	6622.57	6936.09
33	6621.40	6933.75	7261.31	6619.06	6936.09	7260.15	6622.57	6936.09	7258.97

APPENDIX B

Schedule III for “Grandfathered Employees” Only* - Effective April 1, 2004

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

	35 HOUR WORK WEEK LONG SERVICE INCREMENTS			37.5 HOUR WORK WEEK LONG SERVICE INCREMENTS			40 HOUR WORK WEEK LONG SERVICE INCREMENTS		
	7	8	9	7	8	9	7	8	9
5	2069.53	2151.04	2230.11	2069.53	2155.91	2230.11	2069.53	2148.61	2230.11
6	2151.04	2230.11	2312.85	2155.91	2230.11	2315.28	2148.61	2230.11	2314.07
7	2230.11	2312.85	2416.27	2230.11	2315.28	2417.49	2230.11	2314.07	2418.71
8	2312.85	2416.27	2516.04	2315.28	2417.49	2516.04	2314.07	2418.71	2516.04
9	2416.27	2516.04	2625.53	2417.49	2516.04	2624.32	2418.71	2516.04	2626.75
10	2516.04	2625.53	2731.38	2516.04	2624.32	2731.38	2516.04	2626.75	2732.60
11	2625.53	2731.38	2853.04	2624.32	2731.38	2849.40	2626.75	2732.60	2848.19
12	2731.38	2853.04	2974.71	2731.38	2849.40	2973.51	2732.60	2848.19	2973.51
13	2853.04	2974.71	3100.04	2849.40	2973.51	3097.60	2848.19	2973.51	3097.60
14	2974.71	3100.04	3235.08	2973.51	3097.60	3235.08	2973.51	3097.60	3233.87
15	3100.04	3235.08	3374.99	3097.60	3235.08	3374.99	3097.60	3233.87	3378.64
16	3235.08	3374.99	3528.29	3235.08	3374.99	3528.29	3233.87	3378.64	3529.51
17	3374.99	3528.29	3681.59	3374.99	3528.29	3677.95	3378.64	3529.51	3676.72
18	3528.29	3681.59	3844.62	3528.29	3677.95	3844.62	3529.51	3676.72	3849.49
19	3681.59	3844.62	4013.74	3677.95	3844.62	4016.17	3676.72	3849.49	4017.38
20	3844.62	4013.74	4195.02	3844.62	4016.17	4192.58	3849.49	4017.38	4193.81
21	4013.74	4195.02	4387.25	4016.17	4192.58	4386.04	4017.38	4193.81	4384.82
22	4195.02	4387.25	4584.35	4192.58	4386.04	4586.78	4193.81	4384.82	4581.92
23	4387.25	4584.35	4793.61	4386.04	4586.78	4794.83	4384.82	4581.92	4796.05
24	4584.35	4793.61	5013.82	4586.78	4794.83	5012.61	4581.92	4796.05	5015.05
25	4793.61	5013.82	5244.99	4794.83	5012.61	5244.99	4796.05	5015.05	5246.21
26	5013.82	5244.99	5491.97	5012.61	5244.99	5493.19	5015.05	5246.21	5490.75
27	5244.99	5491.97	5742.60	5244.99	5493.19	5740.17	5246.21	5490.75	5745.03
28	5491.97	5742.60	6005.40	5493.19	5740.17	6006.61	5490.75	5745.03	6004.19
29	5742.60	6005.40	6286.46	5740.17	6006.61	6285.23	5745.03	6004.19	6287.66
30	6005.40	6286.46	6582.10	6006.61	6285.23	6580.87	6004.19	6287.66	6580.87
31	6286.46	6582.10	6886.26	6285.23	6580.87	6883.82	6287.66	6580.87	6887.47
32	6582.10	6886.26	7211.10	6580.87	6883.82	7213.53	6580.87	6887.47	7213.53
33	6886.26	7211.10	7551.76	6883.82	7213.53	7550.56	6887.47	7213.53	7549.33

APPENDIX C

Letter of Understanding

Job Evaluation

The parties have a shared interest in a job evaluation system that ensures that positions are equitably and reasonably evaluated. The parties are committed to resolving issues regarding the Job Evaluation System through the Joint Committee on Job Evaluation (Article 41), in a manner that addresses the interests of the affected parties.

The parties agree that continued discussion regarding 'education and experience' is required through the Article 41 Committee; the discussions are to be completed by September 6, 2002. During the course of those discussions, job evaluation appeals to the JEAC level will be held in abeyance until Article 41 has reached agreement on the issue in dispute. Once discussions are completed, the appeals will proceed and should the appeals result in an upward evaluation, any monetary impact will normally be retroactive to the date the original job evaluation was submitted.

During the course of the Article 41 discussions, the Employer will not serve notice to change past practice and convert to the Employer's interpretation of the language of clause 40.01 of the current Collective Agreement. In any event, it is understood that no change in practice will occur until the expiry of the current Collective Agreement, except where discussion occurs between the parties.

APPENDIX D

Seniority Units

These seniority units are current at time of printing; however, they are subject to change in accordance with clause 20.46 (Seniority Units).

Faculty of Agriculture, Forestry and Home Economics' Seniority Units:

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

Faculty of Arts' Seniority Units:

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

Faculty of Business

Faculty of Education's Seniority Units:

- 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's Seniority Units:

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's Seniority Units:

Office of the Dean
Anaesthesiology & Pain Medicine
Anatomy
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

Faculty of Pharmacy & Pharmaceutical Sciences
Pharmacy Slowpoke Reactor II

Faculty of Physical Education & Recreation

Faculty of Rehabilitation Medicine

Faculté Saint-Jean

Faculty of Science's Seniority Units:

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

School of Native Studies

Bookstores

HUB International Marketplace

Internal Audit

Learning Services Resource Planning & Financial Management

Museums and Collections and Archives

Office of the President

Office of the Registrar & Student Awards

Senate

Student Services

University Information Enterprises

University Secretariat

University of Alberta International

University of Alberta Libraries

Vice-President (Academic)'s Seniority Units:

Office of the Provost and Vice President (Academic)

Academic Staff Administration (shared with VP Finance and Admin)

Computing and Network Services

Telecommunications

Technical Resource Group

Health Sciences Council

Centre for Health Promotion Studies

Vice-President (External Affairs)

Vice-President (Research)'s Seniority Units:

Office of the Vice President (Research)

Canadian Circumpolar Institute

Canadian Institute of Ukrainian Studies

Research Services Office

Vice-President (Finance and Administration)'s Seniority Units:

Administrative Information Systems

Financial Services

Office of the AVP Human Resources

Human Resources (shared with VP Academic)

Campus Security

Office of Human Rights

Supply Management Services

Strategic Analysis & Resource Planning

Vice-President (Facilities and Operations)'s Seniority Units:

Business Systems and Support

Capital & Strategic Planning Services

Capital Programs

Facilities Management

Apprentices

Building Trades

Operations & Energy Management

Building & Grounds Services
Vehicle Pool

Housing & Food Services
Real Estate & Parking Services
Utilities

APPENDIX E

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 units

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 F

**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 (Position Disruption). The Union will be given the opportunity to propose alternative solutions, without unreasonable delay, prior to any determination by the Employer.

APPENDIX G

Letter of Understanding

Interim Staffing Solutions Terms & Conditions of Employment

In addition to Article 2.04 (g), the following will apply for Interim Staffing Solutions (ISS):

1. ISS assigns staff to no more than a maximum of 1820 hours (regular hours) on a continuous basis in any 1 assignment, with the possibility of extension through mutual agreement with the Union.
2. No ISS staff member will work beyond 12 months without taking unpaid leave of a minimum of 10 working days. The unpaid leave may be voluntary or due to the unavailability of work.
3. ISS staff will be paid at an hourly rate.
4. 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.
5. When a new ISS employee has accumulated 1820 hours of service, s/he will become eligible for a 5 % 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 10 working days but less than 3 calendar months will not affect the hours earned to date toward the 1820 hours.
6. A voluntary break of more than 3 consecutive calendar months may result in termination from ISS with the exception of documented illness absence or maternity/parental leave. If an employee terminates from the ISS program and subsequently returns, s/he is deemed a new ISS staff member.
7. The probationary period for a new ISS staff member will not exceed 280 hours.
8. ISS staff members will receive 4% of wages, paid bi-weekly, based on regular hours worked, in lieu of annual vacation entitlement, except current ISS staff members employed on September 22, 1998 are grandparented. After 9100 hours of work an employee will receive 6% of wages in lieu of annual vacation entitlement.
9. ISS staff members will be eligible for Paid Holidays (Article 22) in accordance with clauses 22.01, 22.04 and 22.09 of this collective agreement. ISS staff members eligible to receive the holiday pay will receive base pay equivalent to the scheduled regular hours for that day.

10. If required, an ISS staff member is eligible to accrue 1 sick day for each 140 accumulated regular hours worked to a maximum accumulation of 12 days at any time. An illness absence form (available from Human Resources reception) must accompany his/her timesheet and be claimed for the appropriate pay period.
11. 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.
12. The Employer provides free access to the Physical Education and Recreation Facilities and Library. An ISS staff member card is issued for identification at the OneCard Office.
13. 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.
14. 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 for the first 2 hours and 2 times for all hours thereafter.
15. The Employer will provide effective performance management in accordance with the provisions of Article 15 (Performance Reviews) clauses 15.01, 15.02 and 15.03.
16.
 - (a) An ISS employee may be removed without notice from an assignment due to lack of work or funding, unsatisfactory job performance or conduct, or unsuitability for the assignment. If removed prematurely from an assignment the employee will be provided with the reasons.
 - (b) In the event of unsatisfactory job performance, improper personal conduct or poor attendance, the provisions of Article 36 (Discipline) will be followed prior to an employee being terminated from the ISS Program.
17. 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.
18.
 - (a) Service is calculated on the basis of 152 hours worked equalling 1 month of service. Hours worked in a temporary position will be considered service. Service will be broken under the circumstances outlined in points 5 and 6 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.

INTERIM STAFFING SOLUTIONS—PAY RATES (Hourly)

These rates are current as of the date of printing. They may, however, change during the life of the collective agreement in accordance with the provisions of this Appendix and Appendix G-1.

Note that for each skill level, an employee may be commenced at any one of the rates, depending on qualifications and related experience.

ISS Skill Level I*	ISS Skill Level II*	ISS Skill Level III*	ISS Skill Level IV*
\$10.24	\$11.78	\$13.73	\$16.11
\$10.63	\$12.29	\$14.22	\$16.70
\$10.99	\$12.71	\$14.71	\$17.67
\$11.37	\$13.16	\$15.55	\$18.36
\$11.57	\$13.46	\$15.83	\$19.09

*These hourly rates change—once 1820 work-hours have accumulated—to include a one-time increase of 5%.

APPENDIX G-1

Letter of Understanding

Between

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

And

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

Interim Staffing Solutions (ISS) Unit Review

The parties recognize that the ISS unit is currently reviewing its operation and business plan. This review may result in the need to change the terms and conditions of employment for ISS employees, which would then impact Appendix G (Interim Staffing Solutions Terms & Conditions of Employment) of this Collective Agreement.

Should this review be concluded during the life of this Collective Agreement the parties will negotiate any identified changes to the terms and conditions of employment.

APPENDIX H

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 I

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 J

Letter of Intent

Pay Periods

The Employer reserves the right to amend the pay periods outlined in Article 14 (Salaries) 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 K

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 (Performance Reviews & Increments), employees are entitled to an 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 is 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 L

Memorandum of Understanding

Support Staff Benefits Advisory Committee

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 the following committee.

Support Staff Benefits Advisory Committee

3. The committee will consist of 3 representatives (and 1 alternate) from each of the parties. The committee will have 2 alternating chairs with 1 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 sub-committees to deal with specific issues or concerns and will provide the appropriate terms of reference for the sub-committees.
8. The committee will review benefit plans or disability management programs designed 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 the 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 committee or any sub-committees.
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 the parties agree to meet to discuss and resolve the matter.

APPENDIX M

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 N

Letter of Agreement

Between

The Governors of the University of Alberta

And

The Non-Academic Staff Association

Reduced Duties Leading to Retirement

Whereas there is no mandatory retirement age for support staff at the University of Alberta and the absence of a mandatory retirement age makes it difficult to forecast requirements and make budgetary and staffing plans; and

Whereas employees have indicated interest in a retirement program through which their hours of work and/or the physical demands on them can be gradually reduced as they approach a retirement date;

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

1. For the period immediately preceding retirement, the employee can apply for reduced hours of work (technically, a partial leave without pay). The reduced assignment of duties shall be one of the following options:

Option	Extent of Reduced Duties	Duration	Salary
A	1/2 of regular hours (1/2 LWOP)	2 years	1/2 salary
B	2/3 of regular hours (1/3 LWOP)	3 years	2/3 salary
C	3/4 of regular hours (1/4 LWOP)	4 years	3/4 salary

2. During the period of reduced hours of work the full Employer's share of required premium contributions will continue for the following benefit plans as if the employee were on full pay:
 - a. Group Life,
 - b. Supplementary Health Care,
 - c. Dental Care, and
 - d. Alberta Health Care.

Long Term Disability would be based on the reduced hours of work and the premiums paid accordingly. The provisions for part-time employees under clause 2.03(b) (Application for Part-Time Regular Employees) will be applied to employees electing this program.

3. Salary will be reduced commensurate with the reduction in hours of work. Unless unusual circumstances exist, the employee can elect to establish the years with reduced hours as full years of pensionable service. Full salary, as adjusted for negotiated salary increases, rather than the reduced salary would then be used in calculating the pension payable at the end of the partial leave when the employee retires and begins to draw a pension. Should the employee elect to establish the leave period as pensionable service under that plan, the Employer and the employee shall make the appropriate contributions calculated on the basis of unreduced salary rate.
4. Except as noted in item 3 above, the provisions of Article 30 (Leave Without Pay) respecting applications for leave will apply to arrangements for reduced hours of work pursuant to this Letter of Agreement. Once a leave agreement for reduced hours of work and election to retire is approved by the Employer pursuant to this Letter of Agreement, the agreement cannot be amended or rescinded except by mutual agreement between the parties to this Letter of Agreement.
5. The program is considered a leave, subject to the usual provisions. Each case will require approval by the Dean, Director or Trustholder and Human Resources. Once a leave agreement is concluded it becomes binding on the employee and the Employer.
6. Unless extended by further agreement between the parties, eligibility to submit an application for reduced assignment of duties leading to retirement under this Letter of Agreement will terminate with the expiry date of the current Collective Agreement or in accordance with Part D of this Collective Agreement.
7. An employee wishing to participate in the program must propose a retirement date. The employee must be eligible to retire on the proposed date (i.e. be 55 years of age with sufficient pensionable service). Applications will be considered for retirement dates up to and including 4 years beyond the expiry date of the current Collective Agreement or in accordance with Part D of this Collective Agreement.

APPENDIX O

Letter of Understanding

Continuous Operations – Pay on December 26

Employees working in a continuous operation (i.e. 24 hours a day/7 days a week) and who work on December 26 will be paid double time (2 times their regular rate of pay) and a lieu day as provided for in clause 23.01 (e) (Winter Closure).

APPENDIX P

Letter of Understanding

Terms of Reference

Non-Academic Benefits Review Task Force

1. The Employer and the Union each acknowledge:
 - a joint responsibility to contain the rate of increase in benefit costs and a need to reform the benefit programs to better reflect and meet the needs of members; and
 - accept a joint responsibility to bring the increase in benefit costs under control which is integral to the salary settlement outlined in the Memorandum of Agreement to which these Terms of Reference are attached.
2. To achieve these goals the Employer hereby creates a committee to be known as the Non-Academic Benefits Review Task Force (Task Force).
3. The membership of the Task Force will consist of not more than 3 individuals appointed by the Employer and not more than 3 individuals appointed by the Union.
4. If the services of benefit consultants are required (other than consultants currently engaged to review specific aspects of the Plans), the parties will share the professional expenses equally.
5. The Task Force will present a report to the Employer and the Union not later than December 31, 2002, unless an extension is otherwise mutually agreed to in writing.
6. The Employer will undertake to make full and timely disclosure with respect to the administrative costs charged against the benefits plan as part of the Task Force activities.
7. The Task Force report will:
 - determine the appropriate criteria to contain benefit cost escalation;
 - make recommendations to manage the increasing costs of the benefit program;
 - ensure that in no case will the provision or cost of catastrophic or core benefit programs such as the dental plan, supplementary health care and long term disability, be amended to eliminate reasonable and necessary coverage;
 - review all statutory and non-statutory benefits, including the PSPP, to determine their affordability, cost effectiveness and less costly alternatives and make recommendations to gain efficiencies;

- make recommendations for reform to the benefits program while limiting the increase in the costs on a per capita basis to be in accord with an appropriate measure (example, Consumer Price Index, scale increase, etc.); and
 - provide a comprehensive set of recommendations consistent with the criteria for controlling cost increases.
8. Recommendations will be implemented April 1, 2003.
 9. If the parties do not reach agreement on the amended benefit plan or on specific amendments to the benefit plan, the matters in dispute will be submitted to arbitration. In the event this matter will be submitted to arbitration, the members of the Task Force will agree on the specific matters that will be addressed through arbitration.

APPENDIX Q

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 38 (Dispute Resolution Process):

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 R

Letter of Understanding

Trades – Market Analysis

NASA's research indicates that some of the 'trades' (positions that require a journeyman's ticket) have fallen below the market in comparable wages. As a result, the parties agree that within 6 months of the ratification of this Collective Agreement they will conduct a joint market analysis of the 'trades'. This survey will compare these University of Alberta positions to like positions within institutional maintenance-related trades and utilities within the Alberta market. The survey will take into account the total compensation package including, but not limited to:

- Hourly rates
- Vacation
- Paid Holidays
- Premiums
- Benefit Plans
- Pension

The parties will agree to any other 'Terms of Reference' of the survey prior to its commencement. Where a consultant is necessary, the parties will share the cost.

Continued discussions will occur as a result of the survey; and depending on the data, Article 16 (Premiums) may apply.

APPENDIX S

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 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 T

Letter of Agreement

Between

The Governors of the University of Alberta

And

The Non-Academic Staff Association

Re: Wage Re-opener

Notwithstanding the 3 year term of this Collective Agreement, the parties agree that if there is a material change to the operating funding of the University of Alberta and that the University is managing its projections to eliminate the structural deficit, the Non-Academic Staff Association may elect to re-open wage discussions regarding the 4% across the board salary increase, which is to be effective April 1, 2004. In any event, no less than a 4% salary increase will occur in that year.

APPENDIX U

Letter of Agreement

Between

The Governors of the University of Alberta

And

The Non-Academic Staff Association

Anniversary Day Off

In recognition of service to the University of Alberta, the parties agree that employees will receive 1 day off with pay upon reaching their 25th anniversary with the University.

The day off will be scheduled by mutual agreement between the supervisor and the employee. This will be administered by the department in which the employee works and may only be granted once.

Any employee who has already achieved service of greater than 25 years at the time of ratification of this Collective Agreement is entitled to 1 day off with pay. This day will be scheduled by mutual agreement between the supervisor and the employee.

APPENDIX V

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.

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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 (HR)”**, means the Associate Vice-President, Human Resources, of the University of Alberta or his/her designee.
- 1.02 **“Base Pay”** means the basic rate negotiated by the parties as outlined in Appendix A.
- 1.03 **“Chair”** means the chairperson of an academic unit (or equivalent).
- 1.04 **“Continuous operation”** means a unit that 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 **“Designated Employer Representative” (DER)** means a senior administrative level representative with the authority to resolve a dispute under Article 34 (Dispute Resolution Process) or Article 35 (Discrimination & Harassment Complaints).
- 1.08 **“Director, SSHR”** means the Director, Support Staff Human Resources, 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 Appendix A.
- 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 service in the bargaining unit.
- 1.20** “**Service**”
- (a) 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 clause.
 - (b) A break of employment is created when one of the following conditions applies:
 - (i) voluntary resignation, subject to clause 18.04, including position abandonment;
 - (ii) dismissal for just cause;
 - (iii) failure to return to work within 10 work days of receipt of notice of recall;
 - (iv) layoff of more than 24 consecutive calendar months; or
 - (v) 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 service if the conditions in clause 1.20 (b) above exist or if s/he voluntarily changes Trustholder, unless s/he has completed 80% of his/her term.
 - (d) Approved leave with pay, time on LTD, Article 22 (Workers’ Compensation Supplement), and leaves as per Article 18 (Maternity and Parental Leave), and leave as per clause 16.03 (Leave Without Pay – Union Official), for any duration will be counted as service.
 - (e) Approved leave without pay and time on continuous layoff greater than 1 calendar month will not be counted as service; however, for the sole purpose of reinstatement of illness, clause 14.08 only, approved leave without pay will count as service.
 - (f) 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.

- (g) Where an employee moves from a position under Part A, B or C of this Agreement to a position under Part A, B or C of this Agreement, s/he will bring his/her service with him/her, subject to clauses 1.20 (b) and (c).
- 1.21 A **“seniority unit”** will consist of all employees who occupy positions reporting to a Trustholder.
- 1.22 **“Straight time”** means the hourly rate.
- 1.23 **“Time and one-half”** means 1½ times the hourly rate.
- 1.24 **“Transfer”** means a move from one position to another position with the same maximum base pay.
- 1.25 **“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.
- 1.26 **“Union”** means NASA.

ARTICLE 2

EMPLOYEE TYPES AND APPLICATION

- 2.01 This Agreement will apply to all employees who provide general support assistance to a Trustholder as stated in this Article.
- 2.02 **Employee Types**
- (a) **“Employee greater than 12 months”** means a person who is hired on a full-time or part-time basis for a term of greater than 12 months or who is employed for greater than 12 months. Full-time means the weekly hours of work are 35, 37.5 or 40. Part-time means the regular weekly hours of work are 14 or more, but less than regular weekly full-time hours.
- (b) **“Employee 12 months or less”** means a person who is hired on a full-time or part-time basis for a term of 12 months or less. Full-time means the weekly hours of work are 35, 37.5 or 40. Part-time means the regular weekly hours of work are 14 or more, but less than regular weekly full-time hours.
- (c) **“Limited Term Employee”** means a person who is hired on a full-time or part-time basis for a specific term greater than 12 months but not more than 36 months to work on a defined assignment on a non-recurring basis. This employee type will not be used for work of an ongoing nature. Full-time means the weekly hours of work are 35, 37.5 or 40. Part-time means the regular weekly hours of work are 14 or more, but less than regular weekly full-time hours.

2.03 Application for Employees Greater Than 12 Months

This Article will apply to employees greater than 12 months as follows:

(a) **Full-time Employees Greater Than 12 Months**

For full-time employees greater than 12 months all the provisions of this Agreement will apply.

(b) **Part-time Employees Greater Than 12 Months**

For part-time employees greater than 12 months all the provisions of this Agreement will apply, except the following articles will apply only in the modified manner set forth in the specific Article:

Article 11 – Paid Holidays (as provided in clause 11.09)

Article 13 – Vacation (as provided in clause 13.03)

Article 14 – Illness (as provided in clause 14.07(b))

Article 15 – Compassionate Leave (as provided for in clause 15.02)

Article 23 – Benefits (as provided for in clause 23.03)

Article 24 – University Credit Courses (as provided for in clause 24.02)

2.04 Application for Employees 12 Months or Less

This Article will apply to employees 12 months or less as follows:

(a) No employee 12 months or less will be separated for the sole purpose of preventing him/her from being entitled to any provisions of this Agreement.

(b) Employees 12 months or less will be entitled to the provisions of this Agreement, except the following Articles will not apply or will apply only in the modified manner set forth in the Article:

Article 11 – Paid Holidays (as provided for in clause 11.09)

Article 12 – Winter Closure (as provided for in clause 12.01(b))

Article 13 – Vacation (as provided for in clause 13.16)

Article 14 – Illness Leave (as provided for in clause 14.07(c))

Article 15 – Compassionate Leave

Article 18 – Maternity and Parental Leave (as provided for in clause 18.10)

Article 20 – Position Disruption

Article 22 – Workers' Compensation Supplement

Article 23 – Benefits (as provided for in clause 23.07)

Article 24 – University Credit Courses

Article 25 – Human Resources Development Fund (as provided for in clause 25.04(c))

2.05 Application for Limited Term Employees

This Article will apply to limited term employees as follows:

(a) Full-time Limited Term Employee

For full-time limited term employees all the provisions of this Agreement will apply, except that Article 20 (Position Disruption) will not apply.

(b) Part-time Limited Term Employee

For part-time limited term employees all the provisions of this Agreement will apply, except that Article 20 (Position Disruption) will not apply and the following articles will apply only in the modified manner set forth in the specific Article:

Article 11 – Paid Holidays (as provided in clause 11.09)

Article 13 – Vacation (as provided in clause 13.03)

Article 14 – Illness (as provided in clause 14.07(b))

Article 15 – Compassionate Leave (as provided for in clause 15.02)

Article 23 – Benefits (as provided for in clause 23.03)

Article 24 – University Credit Courses (as provided for in clause 24.02)

- (c) As provided under clause 2.02 (c), a limited term employee's appointment letter will contain a stated end date within 36 months of commencement. Copies of appointment letters for limited term employees will be forwarded to the Union. If the appointment continues beyond 36 months, the limited term employee will become an employee 12 months or more and, in addition to the provisions noted in (b) or (c) above, Article 20 (Position Disruption) will apply. If the employee's appointment is terminated prior to the intended end date, then 3 weeks' notice or pay in lieu of notice will be provided.

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, seniority 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 1 full calendar month's written notice prior to the effective date of a change in the amount of dues to be deducted.

ARTICLE 4

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 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, SSHR, by the Union at least 1 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, SSHR, 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 34 (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 Resources or other representatives of the Employer. Nothing in this Agreement will preclude a Trustholder or designee,

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 and will be exercised in a reasonable manner.

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 Trustholder or designee,
 - (ii) the Trustholder or designee will make all reasonable efforts to remedy the concern immediately, and
 - (iii) if the employee's concern cannot be remedied, either the Trustholder or designee 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 Trustholder or designee 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 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 affected employees will be provided to the Union. The Director will maintain a record of the incident for future substantiation of employee Workers 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 Canadian Standards Association (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, and
 - (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 costs of protective lenses.
 - (g) Notwithstanding clause 6.06 (e) (ii), an 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, HR, 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 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 1 probationary period with the Employer.
- 8.05** No trial 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 or designees 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 or designee 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 or designee agree, the Trustholder or designee will submit the agreed work schedule to the Director, SSHR, for approval. The Director, SSHR, will provide a copy of the agreed work schedule to the Union for approval. Approval will not be unreasonably withheld. A Trustholder or designee 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 or designee 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 the 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 or designees 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 1 ½ 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 or designee. 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; and
- (c) for a minimum of 1 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 or 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 rest. For purposes of clause 11.07, 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 greater than 12 months service, 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 greater than 12 months service, 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 or designee 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) (modified work days/work weeks) 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 Trustholder or designee 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 service 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 service);
- (b) upon completion of 5 years of service (60 calendar months):
earning rate of 1 2/3 work days per calendar month
(i.e. 20 work days every 12 calendar months of service);
- (c) upon completion of 16 years of service (192 calendar months):
earning rate of 2 1/12 work days per calendar month
(i.e. 25 work days every 12 calendar months of service);
- (d) upon completion of 23 years of service (276 calendar months):
earning rate 2 1/2 work days per calendar month
(i.e. 30 work days every 12 calendar months of service.)

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 service 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 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 service 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 1 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. Both parties recognize the value of employees maintaining their overall wellness and ensuring that they can attend work on a regular basis and perform meaningful work. Both parties also recognize the Employer's responsibility to accommodate individuals should illness or injury require such accommodation and ensure the employee can safely work. Further, the employee is responsible for providing appropriate medical documentation as required.
- 14.02** "Illness" means illness, injury or quarantine affecting an employee, but does not include pregnancy, subject to clause 14.12.
- 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 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.
- 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** "Service year" begins with the initial date of service and continues with each full year of service thereafter, subject to clause 1.20 (e).
- 14.06 Medical and Dental Appointments**

Time off to attend medical and dental appointments requires authorization of the Trustholder or designee 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.

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 1 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 1 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 1 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 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.

14.09 Hospitalization/Illness 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) For any absence due to illness in excess of 3 work days but less than 10 work days, an employee will provide a medical certificate to his/her Trustholder. The Trustholder or designee will forward a copy of the certificate to Health Promotion and Worklife Services. 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 illness.
- (b) For an absence due to illness of 3 work days or less, medical certificates 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 may be required 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 is known initially will be beyond 10 work days, or when the illness 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 medical fitness to work information (medical documentation) to Health Promotion and Worklife Services. Any costs associated with providing this required information will be paid by the Employer. The employee will also advise his/her Trustholder or designee of his/her continued absence. If the employee does not return to work on the specified return date(s), further medical information will be required.

The fitness to work information will indicate:

- (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 or injury, or the length of required limitations and medical restrictions, and the date the employee will be reassessed, and
- (iii) a prognosis of recovery, or
- (iv) the limitations and medical restrictions to be accommodated in order for the employee to attend work and perform meaningful work.

14.11 Independent Medical Examination

- (a) In a case of prolonged absence caused by illness or where chronic illness is believed to be adversely affecting an employee's work, Health Promotion and Worklife Services may require that the employee undergo an Independent Medical Exam (IME). The physician will submit a medical report to Health Promotion and Worklife Services 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, with or without modification, treatment recommendations, and whether or not his/her condition can be improved through treatment.
- (b) Should the opinions of the treating physician and the physician performing the IME differ regarding the status of the employee's health, the dispute will be settled by a third physician. This physician will be selected by mutual agreement of the two physicians, from a list of physicians provided by the Employer, following discussion with the Union.

14.12 Absence during Pregnancy

Notwithstanding clause 14.02 a pregnant employee who is absent from work due to 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 18.01, 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 18.02, or the date on which the employee actually returns to work, whichever is earlier.

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

ARTICLE 15

COMPASSIONATE LEAVE

- 15.01** An employee appointed to a position that is greater than 12 months or an employee who has greater than 12 months service, 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. An additional 5 working days per year will be granted for compassionate leave, at the discretion of the Trustholder or designee.
- 15.02** A part-time employee will be entitled to compassionate leave under this Article. However, pay for such leave will be pro-rated 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 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

RELIGIOUS OBSERVANCE

- 17.01** Both parties recognize the need to accommodate time off for religious observance. Time off will be granted, subject to operational requirements, and may include vacation, compensating time off, leave without pay or another arrangement mutually agreed by the Trustholder or designee and employee.

ARTICLE 18

MATERNITY AND PARENTAL LEAVE

Maternity Leave

- 18.01** 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 Resources 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.
- 18.02** 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) 1 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.

18.03 The employee is required to advise Human Resources 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 prepay her premiums for the non-medical portion of her leave.

18.04 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.

18.05 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.

18.06 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 Resources 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

18.07 Following 1 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 Resources and subject to the following conditions:

- (a) The employee will apply for leave a minimum of 1 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 Resources 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

18.08 If an employee decides not to return to work and so advises the Trustholder and Human Resources, benefit coverage as above will be maintained for the duration of the approved leave.

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

18.10 Employees 12 Months or Less

This Article will not apply to an employee with 12 months service or less. However, such an employee will be entitled to apply her accumulated illness entitlement during the illness related portion of her pregnancy.

ARTICLE 19

WITNESS OR JURY DUTY

- 19.01** 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.
- 19.02** The employee will submit to his/her Trustholder or designee the document which requires him/her to appear as a witness or juror before being granted leave under this Article.
- 19.03** 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 this period of jury or witness duty, will be granted a leave with pay for an equivalent number of scheduled shifts during the period.

ARTICLE 20

POSITION DISRUPTION

General Provisions

- 20.01** A Trustholder or designee considering a position disruption of an employee with greater than 12 months service 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. The Employer is committed to reasonable readjustments that assist and accommodate affected employees and minimize negative impact on those employees.
- 20.02** A Trustholder or designee will provide an employee with as much informal notice as reasonably possible of the effective date of position disruption. Such informal notice will not negate any other notice provision contained within this Article.

Definitions

- 20.03 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). Position disruption is not normally the reassignment of tasks, duties, work locations, work schedule, etc.

20.04 Layoff: 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 28 (Discipline).

Process

20.05 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 and anticipated impact on the employee(s).

20.06 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 this Article and may expressly authorize a NASA representative to communicate on his/her behalf.

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 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.

20.09 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 28 (Discipline)); or
- (c) solely to prevent him/her from having his/her employment extend beyond 12 months and thus be eligible to receive benefits.

20.10 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.

Formal Notice

20.11 For employees temporarily laid off for less than 3 months duration, clauses 20.02 and 20.08 will apply. Except in circumstances beyond the reasonable control of the Trustholder or designee, the notice for such layoffs will be 14 calendar days and will include the return to work date.

20.12 (a) Employees with greater than 12 months service will receive the following written notice of position disruption or base pay in lieu of notice:

- (i) 2 weeks' notice, if the employee has more than 12 months (1 year) and less than 24 months (2 years) of service; or
- (ii) 4 weeks' notice, if the employee has 24 months (2 years) of service and less than 60 months (5 years) of service; or
- (iii) 2 months' notice, if the employee has at least 60 months (5 years) of service but less than 120 months (10 years) of service; or
- (iv) 3 months' notice, if the employee has at least 120 months (10 years) of service but less than 168 months (14 years) of service; or
- (v) 5 months' notice, if the employee has at least 168 months (14 years) of service but less than 216 months (18 years) of service; or
- (vi) 6 months' notice, if the employee has at least 216 months (18 years) of service.

(b) The effective date of the position disruption will be computed from the date of written position disruption notice.

(c) If an employee is moved from one position to another position with a lower base pay or with fewer weekly hours, s/he will be placed on the recall list and will retain recall rights to a position at his/her former status and grade in accordance with the provisions of clause 20.14.

(d) In the event of a layoff, if an employee is to or opts to receive payment in lieu of notice, s/he can choose either a lump sum payment or the continuance of his/her base pay 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:

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

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

20.13 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.

20.14 Recall

- (a) Employees with greater than 12 months service 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 1 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:
 - (i) the recall employment opportunity extends beyond 12 months; or
 - (ii) the recall period expires, whichever comes first.
- (f) Subject to Article 29 (Exceptions to Terms & Conditions of Employment), an employee recalled will be paid as per the appropriate grade for the new position.

20.15 Human Resources will establish and maintain the recall lists. There will be one recall list for all full-time employees covered by Part A, Part B and Part C of this Agreement. There will be a separate recall list for all part-time employees covered by Part A, Part B

and Part C of this Agreement. Full-time employees will be recalled to full-time positions and part-time employees will be recalled to part-time positions.

20.16 Position Disruption Training Benefits

- (a) The Employer agrees to provide access to the Staff Retraining Fund for laid off employees.
- (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 laid off employee to submit proposals for specific training to Human Resources for approval. Should the employee's training proposal be denied, the employee may request a meeting with Human Resources and the Union.
- (c) When the laid off employee requests training that is unlikely to enhance reemployment opportunities to the University, and if Human Resources approves this training, then the individual will forego his/her right of recall.
- (d) The terms of all training provided will be subject to mutual agreement between the designated employee and Human Resources.

ARTICLE 21

PERFORMANCE REVIEWS AND INCREMENTS

21.01 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 Trustholder or designee focused 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.

21.02 Performance Reviews

The Trustholder or designee and employee will complete a written summary of the discussions outlined in clause 21.01 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.

21.03 Rebuttal

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

21.04 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 Appendix 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 28 (Discipline) applies. Where an increment is not recommended due to unsatisfactory performance, the employee will be advised in writing by the Trustholder or designee of the reasons prior to the completion date of that review period.
- (c) There will be a maximum of 2 long service increments for each base pay grade as set out in the Salary Appendix. The first long service increment is 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. The second long service increment is awarded at the next annual review period. Should an employee subsequently be evaluated or promoted to a higher pay grade, no waiting period for the first long service increment will be required.

ARTICLE 22

WORKERS' COMPENSATION SUPPLEMENT

- 22.01** 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.
- 22.02** 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 22.01) and General Illness (clause 14.04) provisions. Such absence will be considered authorized leave without pay.

ARTICLE 23

BENEFITS

23.01 Benefit Plans: Full Time Employees

When a full-time employee is appointed to a position for greater than 12 months or has more than 12 months service, 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.

23.02 Employee Funded Benefit Plans

An employee appointed to a position for greater than 12 months or employees who have more than 12 months service, 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.

23.03 Benefit Plans: Part-Time Employees

When a part-time employee is appointed to a position for greater than 12 months or has more than 12 months service:

- (a) s/he will be eligible to enrol 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 this plan.

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

23.04 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.

23.05 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.

23.06 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.

23.07 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 do not have more than 12 months service, only clauses 23.01 (f) or 23.03 (c) and 23.05 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 24

UNIVERSITY CREDIT COURSES

24.01 After 1 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.

24.02 Part-Time Employees

After 1 year of service 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.

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

ARTICLE 25

HUMAN RESOURCES DEVELOPMENT FUND

25.01 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 Manager, Staff Learning and Development.

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

- (a) access learning opportunities (courses, workshops or seminars, excluding University courses under Article 24) that will improve the employee's performance in his/her current position or develop future job related skills, or
- (b) access non-credit University of Alberta courses that enhance employee wellness (e.g. physical education, stress management).

25.03 The parties encourage discussion between the employee and his/her Trustholder or designee 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.

25.04 (a) An employee, appointed for or with service of 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 25.02.

- (b) An employee, appointed for or with service of 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 Trustholder or designee, meets the criteria outlined in clause 25.02.

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 with less than 12 months service will be entitled to a maximum of \$500 per fiscal year to fund learning opportunities which meet the criteria outlined in clause 25.02.
- (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 normally 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.

25.05 Learning opportunities under this Article may be accessed during an employee's regular hours of work, subject to the approval of his/her Trustholder or designee. 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.

- 25.06** (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.

25.07 (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.
- 25.08**
- (a) No employee will have access to the Fund once s/he has left the employ of the Employer, subject to clauses 25.06 (a) and 25.07 (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.
- 25.09** 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 Manager, Staff Learning and Development, and the Union will jointly agree to:
- (a) adjust individual maximum entitlements for that fiscal year up to maximum entitlement of \$1,500, and/or
 - (b) use the unused portion to fund the development of learning opportunities for employees.

ARTICLE 26

POSTINGS, PROMOTIONS, TRANSFERS AND RESPONSIBILITY PAY

26.01 Postings

All positions of greater than 12 months duration will be posted by Human Resources. Internal applicants must be given consideration in the filling of these vacancies.

26.02 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.

26.03 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 1 full increment above his/her current pay. Performance increments will thereafter be granted, pursuant to Article 21 (Performance Reviews & Increments), 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.

26.04 Responsibility Pay

Where an employee is required to perform higher level duties, in addition to some of his/her 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.

26.05 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.
 - (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 21 (Performance Reviews & Increments), 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 26.04 (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 27

PREMIUMS

27.01 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 1 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 28

DISCIPLINE

- 28.01** (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 Trustholders or designees 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.

28.02 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 designee 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 designee 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 nor 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.

28.03 Pre-Disciplinary Actions

(a) **Consultation with Employee Relations**

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

(b) **Investigation**

If a Trustholder is considering disciplinary action, an investigation into the matter may be necessary to ascertain all relevant facts prior to making 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.

28.04 Employee Right to Representation

An employee has the right to have a Union Steward present during any investigation interview or disciplinary meeting.

28.05 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.

28.06 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. The Employer will also advise the employee of his/her right to Union representation.
- (ii) Prior to taking any disciplinary action, the Employer will discuss the proposed action with the Union Steward or a Union Representative.
- (iii) The Employer will hold a disciplinary meeting with the employee.

(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 including 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) **Employee Written Rebuttal**

The employee may provide a written rebuttal to the Employer of any disciplinary action taken.

28.07 Access to Dispute Resolution Process

The employee will have the right to apply Article 34 (Dispute Resolution Process) following any disciplinary action.

28.08 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.

28.09 Employee Review of Personnel File

By written request, an employee will be entitled to examine the contents of his/her Personnel File in Human Resources 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 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 terms(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, along with all relevant information, and consider alternatives.
- (c) Employee Relations will notify the Union of the request, providing the particulars including the alternatives considered, with a stated reasonable response time.
- (d) The Union will review the particulars, consider any other possible alternatives and respond within the stated response time. If unable to reply within the stated time, then the Union and Employee Relations will mutually agree upon a new response time.
- (e) The Union and Employee Relations (and, if needed, the Trustholder) will discuss the request and reach written agreement.
- (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.
- (g) If the Employer determines that all alternatives have been exhausted, Employee Relations will notify the Union and the employee that the provisional terms and conditions of employment will continue. The notification will include a date on which the provisions will be reviewed; this does not preclude an earlier review if circumstances change.

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.
- (c) Employee Relations will notify the Union including particulars.

29.04 The parties agree that the provisions of this Article will be applied in a timely fashion.

ARTICLE 30

POSITION EVALUATION

30.01 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 Resources (HR).

30.02 Job Documentation

- (a) The Trustholder will strive to provide a Job Description for each position of greater than 12 months duration.
- (b) A **"Job Description"** is that component of the Job Fact Sheet that summarizes the duties of the position and includes the qualifications.
- (c) A **"Job Fact Sheet"** is the document used by the Employer for the purposes of position evaluation.

30.03 New Positions

The parties agree that Trustholders will have new positions evaluated and provide a copy of the job description to the employee. Requests for position evaluation are to be submitted in writing to HR and will be evaluated in accordance with the provisions of clause 30.05.

30.04 Position Documentation

- (a) 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.
- (b) The process of writing, signing, and forwarding Job Fact Sheets to HR should not exceed 90 calendar days from initiation by the employee under clause 30.06.
- (c) 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 HR or the Union to mediate and resolve the difficulties. Failing agreement, the Trustholder and HR will determine the appropriate content of the Job Fact Sheet.

30.05 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 HR. HR will acknowledge receipt of an 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 evaluation must be accompanied by a current Job Fact Sheet.

- (c) HR will review the Job Fact Sheet, evaluate the position (including determining the base pay, grade level and job family) and communicate the results to the Trustholder, the employee and the Union.
- (d) Unless a position has significantly changed, HR will not re-evaluate a position if a formal position evaluation and/or appeal has been concluded within the preceding 12 months.

30.06 Requests by Employees for a Position Evaluation Review

- (a) An employee may initiate a review of his/her position in writing to the Trustholder, commencing with the process described under clause 30.05.
- (b) The effective date of the position evaluation will normally be the date the employee and Trustholder signed off the Job Fact Sheet.

30.07 Requests by Trustholders for a Position Evaluation Review

- (a) A Trustholder may initiate a review of a Job Description or its evaluation, commencing with the process described under clause 30.05.
- (b) The effective date of the position evaluation will normally be no earlier than the date of receipt of all required documentation by HR.

30.08 Appeals

An employee or Trustholder may appeal a position evaluation in accordance with Article 31 (Position Evaluation Appeals). Such an appeal will not be considered a grievance under Article 34 (Dispute Resolution Process).

30.09 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 1 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 30.06 or 30.07. The employee's performance review period and future increments will not be affected.

30.10 Re-evaluation to a Lower Grade

- (a) When a position is re-evaluated to a lower grade, 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, his/her 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 31

POSITION EVALUATION APPEALS

31.01 Purpose

The purpose of the Position Evaluation Appeals process is to provide a method of resolving appeals relating to the position evaluation and/or the allocation of positions to job families under Article 30 (Position Evaluation). 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 position evaluation does not reflect current position duties or the allocation of a position to a job family is in question.

31.02 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 position evaluation. Appeals will be submitted to the Manager, Job Design & Evaluation, with copies to the Trustholder and employee. The written appeal will include the reasons for the appeal and any supporting information. The Manager, Job Design & Evaluation, will, within 20 days from the date of submission of the appeal, reply in writing to the appellant. The reply will state either:

- (i) the reasons for success or failure of the appeal, or
- (ii) 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 Manager, Job Design & Evaluation. Within 5 days of receipt of the position analyst's report, the Manager, Job Design & Evaluation, will write to the parties to the appeal, stating the reasons for the success or failure of the appeal.

31.03 Advancement of Appeals

Where the appellant is dissatisfied with the response of the Manager, Job Design & Evaluation, 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:

- (i) the original documentation submitted under clause 31.02, and
- (ii) the response by the Manager, Job Design & Evaluation, and
- (iii) 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 Manager, Job Design & Evaluation. If the employee chooses, the employee may request the assistance of the Union.

31.04 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 Manager, Job Design & Evaluation, in the case of clause 31.02; or
- (b) the appellant or HR and the Chairperson, JEAC, in the case of clause 31.03.

Such consent will not be unreasonably withheld.

31.05 Subsequent Appeals

Where the JEAC has heard an appeal under clause 31.03, the Committee may refuse to accept another appeal of an evaluation or job family allocation for the same position within 1 year from the date of the Committee's original decision.

ARTICLE 32

RESIGNATION

32.01 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 33

POSITION ABANDONMENT

33.01 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 that 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 34

DISPUTE RESOLUTION PROCESS

34.01 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) **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.

(d) **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 (DER) as the case may be, and Employee Relations.

(e) **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.

(f) **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.

34.02 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 2 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 1 employee in more than 1 department. Such grievances will be initiated at Step 2 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.

34.03 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 informally and at the earliest possible step in the procedure.

Step 1 Immediate Supervisor

Within 10 days of the time an employee should reasonably have become aware of the action or matters giving rise to a dispute, the employee will first seek to resolve the dispute through a problem solving discussion with his/her immediate supervisor. The discussion will be held within 5 days of the employee's request for a meeting. 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 Director, SSHR, and Designated Employer Representative (DER)

If a dispute has been advanced to Step 2, the grievance will be submitted in writing to the Director, SSHR, who will provide a copy to the appropriate Designated Employer Representative. The Union, the Director, the DER and any affected party 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 and the DER will, after considering all relevant facts, make a final determination regarding the outcome of the grievance. This determination will be communicated to the Union in writing within 5 days of the meeting. If the grievance is not resolved to the satisfaction of the Union, it may be advanced to Step 3 within 30 days of receipt of the response.

Step 3 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.

34.04 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.

34.05 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 1 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 G). 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 G, for the purpose of revision.

ARTICLE 35

DISCRIMINATION AND HARASSMENT COMPLAINTS

- 35.01** The parties recognize the importance of creating and maintaining a work environment free of discrimination and harassment. There will be no discrimination, harassment, restriction or coercion practiced by either party in respect of any employee.
- 35.02** The parties recognize the right of every employee to be treated with respect and dignity. In addition, the parties recognize the need to ensure that the following values are supported:
- confidentiality,
 - fair treatment of all parties,
 - procedural fairness, and
 - resolution in a timely manner at the lowest possible level.

Definitions

- 35.03 Discrimination:** Discrimination is any act or omission based on race, religious beliefs, colour, gender, physical disability, mental disability, marital status, age, ancestry, place of origin, family status, source of income, sexual orientation or political belief when that act or omission results in loss of or limit on opportunities to work or to fully participate in campus life or which offends the dignity of the person.
- 35.04 Harassment:** Harassment is conduct or comments which are intimidating, threatening, demeaning, or abusive and may be accompanied by direct or implied threats to grade(s), status or job. Harassment can occur between people of differing authority or between people of similar authority. Harassment may be directed at an individual or at a group. Harassment has the impact of creating a work environment that is hostile and limits individuals in their pursuit of education, research, or work goals.
- 35.05 Informal Resolution:** Informal resolutions means methods which achieve remedies agreeable to complainants, but do not invoke formal resolution procedures. Rather, these remedies are achieved by involving the relevant individuals and by using methods which may include coaching, counseling, supporting, mediating, or otherwise facilitating the resolution of the complaint.

Confidentiality

- 35.06** Where there is a complaint of harassment or discrimination it will be dealt with confidentially by all parties involved. Information relating to the complaint, including the identity of the individuals involved, will be disclosed only to the extent necessary to properly investigate the complaint and to respond to legal and/or administrative proceedings.

Right to Representation

35.07 The Employer agrees that any employee (either grievor or respondent, if a NASA member) has the right to representation by NASA.

Informal Process

35.08 In accordance with the University of Alberta Policy on Discrimination and Harassment (General Faculties Council (GFC) Policy Manual Section 44), 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 behaviour to cease and to establish an effective working environment.

35.09 Where the individual causing the concern is the employee's supervisor, the employee is encouraged to utilize other resources such as the Union, Office of Human Rights, the supervisor's manager, colleagues, DER, or outside resources.

35.10 Failing successful resolution between the two parties, or where it is impractical for the individuals to deal informally with the matter, the supervisor should be advised on the nature and details of the concern.

35.11 The supervisor will respond to the issue in either a formal or an informal manner and may seek assistance from Employee Relations or the University's Office of Human Rights. Where the supervisor believes that harassment or discrimination has occurred s/he will immediately report the matter to Employee Relations for advice and assistance. Where the complainant believes the informal resolution was unsuccessful s/he can file a grievance through the Union under the Dispute Resolution Process (Article 34).

Interim Working Arrangements

35.12 Where the supervisor believes harassment and discrimination has occurred or where the employee has filed a grievance, the Employer will determine appropriate interim working arrangements for the complainant and/or respondent, depending on the circumstances. In any event, the Employer must immediately remove the threat of further harassment. The complainant may request that his/her employment duties be modified, including reassignment of duties, transfer or leave with pay in an attempt to eliminate contact with the respondent during the period of investigation. Such request will not be unreasonably denied.

Formal Process

35.13 If the member chooses to file a grievance through the Union, the Union, with the member, will first attempt to resolve the matter informally at Step 1 of the Dispute Resolution Process. Should informal resolution be unsuccessful the Union will file a written grievance at Step 2 of the Dispute Resolution Process. However, the Union

reserves the right to waive the informal resolution process and move directly to the Dispute Resolution Process, Article 34, Step 2.

- 35.14** Upon receipt of the grievance, the Director and the DER will, within 10 days, assess the nature of the complaint and do one of the following:
- (i) appoint an external investigator to investigate the complaint;
 - (ii) dismiss the complaint;
 - (iii) recommend alternate dispute resolution;
 - (iv) recommend coaching and/or discipline; or
 - (v) refer it to any other applicable process.

This will be detailed in a written response to the complainant and respondent.

- 35.15** An investigator appointed pursuant to clause 35.14 will be independent and will not be an employee of the University. The Employer will consult with the Union before appointing an investigator. The parties will be required to be available to meet with the investigator during the course of the investigation. Within 30 days of his/her appointment, the investigator will provide the findings of his/her investigation to the parties. The investigation findings will only be released to parties directly involved in the dispute and will be held in confidence.
- 35.16** If the Employer fails to implement the findings of the report, or the findings do not resolve the grievance satisfactorily, the Union may advance the grievance to Step 3 of the Dispute Resolution Process (Article 34).
- 35.17** 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 (Article 34) may need to be extended.
- 35.18** The Employer agrees that no grievor or person who participates as a witness 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.
- 35.19** Where applicable and/or necessary, counseling for affected persons in the particular workplace will be provided.

ARTICLE 36

SALARIES

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

- 36.02** When there is a negotiated increase in the grades of base pay in Appendix A, employees will be paid on the new higher grades of base pay.
- 36.03** The Employer will annually provide the Union with the number of employees paid above and below the grade assigned to their position.
- 36.04** (a) Employees paid on a monthly basis will be paid 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-weekly basis will be paid once every 2 weeks.
- (c) Premium pay, other than overtime, will be paid no later than the month following the month in which it was earned.

ARTICLE 37

INCLUSIONS/EXCLUSIONS RESOLUTION PROCESS

- 37.01** The parties agree to the following inclusions and exclusions (see also Appendix H) 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.
- 37.02** The parties have agreed to inclusion/exclusion definitions (see Appendix H) 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.

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

37.04 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.

37.05 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, SSHR, 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.

37.06 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 roster of agreed upon mediator/arbitrators attached as Appendix G. The nominees will be selected from the University community and have the relevant knowledge, qualifications and expertise to make an informed decision.

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.

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

37.08 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 and 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*.

**APPENDIX A
Schedule I
Effective April 1, 2002**

HOURLY RATE

**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	10.23	10.44	10.63	10.81	10.99	11.18	11.37	11.58	11.78	11.99	12.19	12.41	12.62	13.05	13.52
2	11.06	11.25	11.44	11.65	11.87	12.08	12.29	12.49	12.71	12.94	13.17	13.41	13.61	14.09	14.58
3	12.15	12.37	12.56	12.80	13.02	13.25	13.48	13.73	13.97	14.22	14.44	14.70	14.96	15.49	16.04
4	13.25	13.49	13.73	13.97	14.22	14.46	14.71	14.96	15.19	15.49	15.77	16.05	16.33	16.89	17.49
5	14.46	14.73	15.00	15.27	15.54	15.83	16.11	16.40	16.70	17.00	17.31	17.62	17.92	18.57	19.24
6	15.84	16.13	16.42	16.74	17.05	17.36	17.67	18.01	18.36	18.69	19.03	19.40	19.73	20.49	21.22
7	17.23	17.57	17.90	18.24	18.58	18.94	19.30	19.69	20.04	20.44	20.82	21.21	21.61	22.45	23.29
8	18.64	19.01	19.40	19.76	20.12	20.52	20.90	21.33	21.74	22.17	22.59	23.04	23.50	24.40	25.33
9	20.17	20.55	20.97	21.39	21.83	22.27	22.70	23.15	23.61	24.10	24.58	25.08	25.57	26.58	27.64
10	21.70	22.16	22.60	23.08	23.57	24.06	24.52	25.04	25.53	26.07	26.59	27.14	27.68	28.85	30.01
11	23.25	23.75	24.25	24.77	25.27	25.81	26.35	26.92	27.47	28.05	28.62	29.23	29.84	31.10	32.39
12	24.78	25.32	25.85	26.43	26.99	27.58	28.16	28.77	29.37	30.01	30.65	31.31	31.98	33.34	34.78
13	27.31	27.91	28.50	29.16	29.79	30.46	31.13	31.82	32.51	33.23	33.95	34.68	35.44	37.01	38.65
14	29.62	30.30	30.95	31.68	32.39	33.14	33.86	34.64	35.41	36.21	37.02	37.87	38.71	40.44	42.24
15	32.01	32.78	33.52	34.31	35.08	35.90	36.72	37.58	38.43	39.31	40.22	41.15	42.10	44.00	46.03

**APPENDIX A
Schedule I
Effective April 1, 2002**

MONTHLY RATES FOR A 35 HOUR WORK WEEK (1820 HOURS PER YEAR)

GRADE	STEP														
	1	1.5	2	2.5	3	3.5	4	4.5	5	5.5	6	6.5	7	8	9
1	1551.55	1583.40	1612.22	1639.52	1666.82	1695.63	1724.45	1756.30	1786.63	1818.48	1848.82	1882.18	1914.03	1979.25	2050.53
2	1677.43	1706.25	1735.07	1766.92	1800.28	1832.13	1863.98	1894.32	1927.68	1962.57	1997.45	2033.85	2064.18	2136.98	2211.30
3	1842.75	1876.12	1904.93	1941.33	1974.70	2009.58	2044.47	2082.38	2118.78	2156.70	2190.07	2229.50	2268.93	2349.32	2432.73
4	2009.58	2045.98	2082.38	2118.78	2156.70	2193.10	2231.02	2268.93	2303.82	2349.32	2391.78	2434.25	2476.72	2561.65	2652.65
5	2193.10	2234.05	2275.00	2315.95	2356.90	2400.88	2443.35	2487.33	2532.83	2578.33	2625.35	2672.37	2717.87	2816.45	2918.07
6	2402.40	2446.38	2490.37	2538.90	2585.92	2632.93	2679.95	2731.52	2784.60	2834.65	2886.22	2942.33	2992.38	3107.65	3218.37
7	2613.22	2664.78	2714.83	2766.40	2817.97	2872.57	2927.17	2986.32	3039.40	3100.07	3157.70	3216.85	3277.52	3404.92	3532.32
8	2827.07	2883.18	2942.33	2996.93	3051.53	3112.20	3169.83	3235.05	3297.23	3362.45	3426.15	3494.40	3564.17	3700.67	3841.72
9	3059.12	3116.75	3180.45	3244.15	3310.88	3377.62	3442.83	3511.08	3580.85	3655.17	3727.97	3803.80	3878.12	4031.30	4192.07
10	3291.17	3360.93	3427.67	3500.47	3574.78	3649.10	3718.87	3797.73	3872.05	3953.95	4032.82	4116.23	4198.13	4375.58	4551.52
11	3526.25	3602.08	3677.92	3756.78	3832.62	3914.52	3996.42	4082.87	4166.28	4254.25	4340.70	4433.22	4525.73	4716.83	4912.48
12	3758.30	3840.20	3920.58	4008.55	4093.48	4182.97	4270.93	4363.45	4454.45	4551.52	4648.58	4748.68	4850.30	5056.57	5274.97
13	4142.02	4233.02	4322.50	4422.60	4518.15	4619.77	4721.38	4826.03	4930.68	5039.88	5149.08	5259.80	5375.07	5613.18	5861.92
14	4492.37	4595.50	4694.08	4804.80	4912.48	5026.23	5135.43	5253.73	5370.52	5491.85	5614.70	5743.62	5871.02	6133.40	6406.40
15	4854.85	4971.63	5083.87	5203.68	5320.47	5444.83	5569.20	5699.63	5828.55	5962.02	6100.03	6241.08	6385.17	6673.33	6981.22

**APPENDIX A
Schedule I
Effective April 1, 2002**

MONTHLY RATES FOR A 37.5 HOUR WORK WEEK (1950 HOURS PER YEAR)

GRADE	STEP														
	1	1.5	2	2.5	3	3.5	4	4.5	5	5.5	6	6.5	7	8	9
1	1662.37	1696.50	1727.37	1756.62	1785.87	1816.75	1847.62	1881.75	1914.25	1948.37	1980.87	2016.62	2050.75	2120.62	2197.00
2	1797.25	1828.12	1859.00	1893.12	1928.87	1963.00	1997.12	2029.62	2065.37	2102.75	2140.12	2179.12	2211.62	2289.62	2369.25
3	1974.37	2010.12	2041.00	2080.00	2115.75	2153.12	2190.50	2231.12	2270.12	2310.75	2346.50	2388.75	2431.00	2517.12	2606.50
4	2153.12	2192.12	2231.12	2270.12	2310.75	2349.75	2390.37	2431.00	2468.37	2517.12	2562.62	2608.12	2653.62	2744.62	2842.12
5	2349.75	2393.62	2437.50	2481.37	2525.25	2572.37	2617.87	2665.00	2713.75	2762.50	2812.87	2863.25	2912.00	3017.62	3126.50
6	2574.00	2621.12	2668.25	2720.25	2770.62	2821.00	2871.37	2926.62	2983.50	3037.12	3092.37	3152.50	3206.12	3329.62	3448.25
7	2799.87	2855.12	2908.75	2964.00	3019.25	3077.75	3136.25	3199.62	3256.50	3321.50	3383.25	3446.62	3511.62	3648.12	3784.62
8	3029.00	3089.12	3152.50	3211.00	3269.50	3334.50	3396.25	3466.12	3532.75	3602.62	3670.87	3744.00	3818.75	3965.00	4116.12
9	3277.62	3339.37	3407.62	3475.87	3547.37	3618.87	3688.75	3761.87	3836.62	3916.25	3994.25	4075.50	4155.12	4319.25	4491.50
10	3526.25	3601.00	3672.50	3750.50	3830.12	3909.75	3984.50	4069.00	4148.62	4236.37	4320.87	4410.25	4498.00	4688.12	4876.62
11	3778.12	3859.37	3940.62	4025.12	4106.37	4194.12	4281.87	4374.50	4463.87	4558.12	4650.75	4749.87	4849.00	5053.75	5263.37
12	4026.75	4114.50	4200.62	4294.87	4385.87	4481.75	4576.00	4675.12	4772.62	4876.62	4980.62	5087.87	5196.75	5417.75	5651.75
13	4437.87	4535.37	4631.25	4738.50	4840.87	4949.75	5058.62	5170.75	5282.87	5399.87	5516.87	5635.50	5759.00	6014.12	6280.62
14	4813.25	4923.75	5029.37	5148.00	5263.37	5385.25	5502.25	5629.00	5754.12	5884.12	6015.75	6153.87	6290.37	6571.50	6864.00
15	5201.62	5326.75	5447.00	5575.37	5700.50	5833.75	5967.00	6106.75	6244.87	6387.87	6535.75	6686.87	6841.25	7150.00	7479.87

**APPENDIX A
Schedule I
Effective April 1, 2002**

MONTHLY RATES FOR A 40 HOUR WORK WEEK (2080 HOURS PER YEAR)

GRADE	STEP														
	1	1.5	2	2.5	3	3.5	4	4.5	5	5.5	6	6.5	7	8	9
1	1773.20	1809.60	1842.53	1873.73	1904.93	1937.87	1970.80	2007.20	2041.87	2078.27	2112.93	2151.07	2187.47	2262.00	2343.47
2	1917.07	1950.00	1982.93	2019.33	2057.47	2093.87	2130.27	2164.93	2203.07	2242.93	2282.80	2324.40	2359.07	2442.27	2527.20
3	2106.00	2144.13	2177.07	2218.67	2256.80	2296.67	2336.53	2379.87	2421.47	2464.80	2502.93	2548.00	2593.07	2684.93	2780.27
4	2296.67	2338.27	2379.87	2421.47	2464.80	2506.40	2549.73	2593.07	2632.93	2684.93	2733.47	2782.00	2830.53	2927.60	3031.60
5	2506.40	2553.20	2600.00	2646.80	2693.60	2743.87	2792.40	2842.67	2894.67	2946.67	3000.40	3054.13	3106.13	3218.80	3334.93
6	2745.60	2795.87	2846.13	2901.60	2955.33	3009.07	3062.80	3121.73	3182.40	3239.60	3298.53	3362.67	3419.87	3551.60	3678.13
7	2986.53	3045.47	3102.67	3161.60	3220.53	3282.93	3345.33	3412.93	3473.60	3542.93	3608.80	3676.40	3745.73	3891.33	4036.93
8	3230.93	3295.07	3362.67	3425.07	3487.47	3556.80	3622.67	3697.20	3768.27	3842.80	3915.60	3993.60	4073.33	4229.33	4390.53
9	3496.13	3562.00	3634.80	3707.60	3783.87	3860.13	3934.67	4012.67	4092.40	4177.33	4260.53	4347.20	4432.13	4607.20	4790.93
10	3761.33	3841.07	3917.33	4000.53	4085.47	4170.40	4250.13	4340.27	4425.20	4518.80	4608.93	4704.27	4797.87	5000.67	5201.73
11	4030.00	4116.67	4203.33	4293.47	4380.13	4473.73	4567.33	4666.13	4761.47	4862.00	4960.80	5066.53	5172.27	5390.67	5614.27
12	4295.20	4388.80	4480.67	4581.20	4678.27	4780.53	4881.07	4986.80	5090.80	5201.73	5312.67	5427.07	5543.20	5778.93	6028.53
13	4733.73	4837.73	4940.00	5054.40	5163.60	5279.73	5395.87	5515.47	5635.07	5759.87	5884.67	6011.20	6142.93	6415.07	6699.33
14	5134.13	5252.00	5364.67	5491.20	5614.27	5744.27	5869.07	6004.27	6137.73	6276.40	6416.80	6564.13	6709.73	7009.60	7321.60
15	5548.40	5681.87	5810.13	5947.07	6080.53	6222.67	6364.80	6513.87	6661.20	6813.73	6971.47	7132.67	7297.33	7626.67	7978.53

**APPENDIX A
Schedule II
Effective April 1, 2003**

HOURLY RATE

**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	10.64	10.86	11.06	11.24	11.43	11.63	11.82	12.04	12.25	12.47	12.68	12.91	13.12	13.57	14.06
2	11.50	11.70	11.90	12.12	12.34	12.56	12.78	12.99	13.22	13.46	13.70	13.95	14.15	14.65	15.16
3	12.64	12.86	13.06	13.31	13.54	13.78	14.02	14.28	14.53	14.79	15.02	15.29	15.56	16.11	16.68
4	13.78	14.03	14.28	14.53	14.79	15.04	15.30	15.56	15.80	16.11	16.40	16.69	16.98	17.57	18.19
5	15.04	15.32	15.60	15.88	16.16	16.46	16.75	17.06	17.37	17.68	18.00	18.32	18.64	19.31	20.01
6	16.47	16.78	17.08	17.41	17.73	18.05	18.38	18.73	19.09	19.44	19.79	20.18	20.52	21.31	22.07
7	17.92	18.27	18.62	18.97	19.32	19.70	20.07	20.48	20.84	21.26	21.65	22.06	22.47	23.35	24.22
8	19.39	19.77	20.18	20.55	20.92	21.34	21.74	22.18	22.61	23.06	23.49	23.96	24.44	25.38	26.34
9	20.98	21.37	21.81	22.25	22.70	23.16	23.61	24.08	24.55	25.06	25.56	26.08	26.59	27.64	28.75
10	22.57	23.05	23.50	24.00	24.51	25.02	25.50	26.04	26.55	27.11	27.65	28.23	28.79	30.00	31.21
11	24.18	24.70	25.22	25.76	26.28	26.84	27.40	28.00	28.57	29.17	29.76	30.40	31.03	32.34	33.69
12	25.77	26.33	26.88	27.49	28.07	28.68	29.29	29.92	30.54	31.21	31.88	32.56	33.26	34.67	36.17
13	28.40	29.03	29.64	30.33	30.98	31.68	32.38	33.09	33.81	34.56	35.31	36.07	36.86	38.49	40.20
14	30.80	31.51	32.19	32.95	33.69	34.47	35.21	36.03	36.83	37.66	38.50	39.38	40.26	42.06	43.93
15	33.29	34.09	34.86	35.68	36.48	37.34	38.19	39.08	39.97	40.88	41.83	42.80	43.78	45.76	47.87

**APPENDIX A
Schedule II
Effective April 1, 2003**

MONTHLY RATES FOR A 35 HOUR WORK WEEK (1820 HOURS PER YEAR)

GRADE	STEP														
	1	1.5	2	2.5	3	3.5	4	4.5	5	5.5	6	6.5	7	8	9
1	1613.73	1647.10	1677.43	1704.73	1733.55	1763.88	1792.70	1826.07	1857.92	1891.28	1923.13	1958.02	1989.87	2058.12	2132.43
2	1744.17	1774.50	1804.83	1838.20	1871.57	1904.93	1938.30	1970.15	2005.03	2041.43	2077.83	2115.75	2146.08	2221.92	2299.27
3	1917.07	1950.43	1980.77	2018.68	2053.57	2089.97	2126.37	2165.80	2203.72	2243.15	2278.03	2318.98	2359.93	2443.35	2529.80
4	2089.97	2127.88	2165.80	2203.72	2243.15	2281.07	2320.50	2359.93	2396.33	2443.35	2487.33	2531.32	2575.30	2664.78	2758.82
5	2281.07	2323.53	2366.00	2408.47	2450.93	2496.43	2540.42	2587.43	2634.45	2681.47	2730.00	2778.53	2827.07	2928.68	3034.85
6	2497.95	2544.97	2590.47	2640.52	2689.05	2737.58	2787.63	2840.72	2895.32	2948.40	3001.48	3060.63	3112.20	3232.02	3347.28
7	2717.87	2770.95	2824.03	2877.12	2930.20	2987.83	3043.95	3106.13	3160.73	3224.43	3283.58	3345.77	3407.95	3541.42	3673.37
8	2940.82	2998.45	3060.63	3116.75	3172.87	3236.57	3297.23	3363.97	3429.18	3497.43	3562.65	3633.93	3706.73	3849.30	3994.90
9	3181.97	3241.12	3307.85	3374.58	3442.83	3512.60	3580.85	3652.13	3723.42	3800.77	3876.60	3955.47	4032.82	4192.07	4360.42
10	3423.12	3495.92	3564.17	3640.00	3717.35	3794.70	3867.50	3949.40	4026.75	4111.68	4193.58	4281.55	4366.48	4550.00	4733.52
11	3667.30	3746.17	3825.03	3906.93	3985.80	4070.73	4155.67	4246.67	4333.12	4424.12	4513.60	4610.67	4706.22	4904.90	5109.65
12	3908.45	3993.38	4076.80	4169.32	4257.28	4349.80	4442.32	4537.87	4631.90	4733.52	4835.13	4938.27	5044.43	5258.28	5485.78
13	4307.33	4402.88	4495.40	4600.05	4698.63	4804.80	4910.97	5018.65	5127.85	5241.60	5355.35	5470.62	5590.43	5837.65	6097.00
14	4671.33	4779.02	4882.15	4997.42	5109.65	5227.95	5340.18	5464.55	5585.88	5711.77	5839.17	5972.63	6106.10	6379.10	6662.72
15	5048.98	5170.32	5287.10	5411.47	5532.80	5663.23	5792.15	5927.13	6062.12	6200.13	6344.22	6491.33	6639.97	6940.27	7260.28

**APPENDIX A
Schedule II
Effective April 1, 2003**

MONTHLY RATES FOR A 37.5 HOUR WORK WEEK (1950 HOURS PER YEAR)

GRADE	STEP														
	1	1.5	2	2.5	3	3.5	4	4.5	5	5.5	6	6.5	7	8	9
1	1729.00	1764.75	1797.25	1826.50	1857.37	1889.87	1920.75	1956.50	1990.62	2026.37	2060.50	2097.87	2132.00	2205.12	2284.75
2	1868.75	1901.25	1933.75	1969.50	2005.25	2041.00	2076.75	2110.87	2148.25	2187.25	2226.25	2266.87	2299.37	2380.62	2463.50
3	2054.00	2089.75	2122.25	2162.87	2200.25	2239.25	2278.25	2320.50	2361.12	2403.37	2440.75	2484.62	2528.50	2617.87	2710.50
4	2239.25	2279.87	2320.50	2361.12	2403.37	2444.00	2486.25	2528.50	2567.50	2617.87	2665.00	2712.12	2759.25	2855.12	2955.87
5	2444.00	2489.50	2535.00	2580.50	2626.00	2674.75	2721.87	2772.25	2822.62	2873.00	2925.00	2977.00	3029.00	3137.87	3251.62
6	2676.37	2726.75	2775.50	2829.12	2881.12	2933.12	2986.75	3043.62	3102.12	3159.00	3215.87	3279.25	3334.50	3462.87	3586.37
7	2912.00	2968.87	3025.75	3082.62	3139.50	3201.25	3261.37	3328.00	3386.50	3454.75	3518.12	3584.75	3651.37	3794.37	3935.75
8	3150.87	3212.62	3279.25	3339.37	3399.50	3467.75	3532.75	3604.25	3674.12	3747.25	3817.12	3893.50	3971.50	4124.25	4280.25
9	3409.25	3472.62	3544.12	3615.62	3688.75	3763.50	3836.62	3913.00	3989.37	4072.25	4153.50	4238.00	4320.87	4491.50	4671.87
10	3667.62	3745.62	3818.75	3900.00	3982.87	4065.75	4143.75	4231.50	4314.37	4405.37	4493.12	4587.37	4678.37	4875.00	5071.62
11	3929.25	4013.75	4098.25	4186.00	4270.50	4361.50	4452.50	4550.00	4642.62	4740.12	4836.00	4940.00	5042.37	5255.25	5474.62
12	4187.62	4278.62	4368.00	4467.12	4561.37	4660.50	4759.62	4862.00	4962.75	5071.62	5180.50	5291.00	5404.75	5633.87	5877.62
13	4615.00	4717.37	4816.50	4928.62	5034.25	5148.00	5261.75	5377.12	5494.12	5616.00	5737.87	5861.37	5989.75	6254.62	6532.50
14	5005.00	5120.37	5230.87	5354.37	5474.62	5601.37	5721.62	5854.87	5984.87	6119.75	6256.25	6399.25	6542.25	6834.75	7138.62
15	5409.62	5539.62	5664.75	5798.00	5928.00	6067.75	6205.87	6350.50	6495.12	6643.00	6797.37	6955.00	7114.25	7436.00	7778.87

**APPENDIX A
Schedule II
Effective April 1, 2003**

MONTHLY RATES FOR A 40 HOUR WORK WEEK (2080 HOURS PER YEAR)

GRADE	STEP														
	1	1.5	2	2.5	3	3.5	4	4.5	5	5.5	6	6.5	7	8	9
1	1844.27	1882.40	1917.07	1948.27	1981.20	2015.87	2048.80	2086.93	2123.33	2161.47	2197.87	2237.73	2274.13	2352.13	2437.07
2	1993.33	2028.00	2062.67	2100.80	2138.93	2177.07	2215.20	2251.60	2291.47	2333.07	2374.67	2418.00	2452.67	2539.33	2627.73
3	2190.93	2229.07	2263.73	2307.07	2346.93	2388.53	2430.13	2475.20	2518.53	2563.60	2603.47	2650.27	2697.07	2792.40	2891.20
4	2388.53	2431.87	2475.20	2518.53	2563.60	2606.93	2652.00	2697.07	2738.67	2792.40	2842.67	2892.93	2943.20	3045.47	3152.93
5	2606.93	2655.47	2704.00	2752.53	2801.07	2853.07	2903.33	2957.07	3010.80	3064.53	3120.00	3175.47	3230.93	3347.07	3468.40
6	2854.80	2908.53	2960.53	3017.73	3073.20	3128.67	3185.87	3246.53	3308.93	3369.60	3430.27	3497.87	3556.80	3693.73	3825.47
7	3106.13	3166.80	3227.47	3288.13	3348.80	3414.67	3478.80	3549.87	3612.27	3685.07	3752.67	3823.73	3894.80	4047.33	4198.13
8	3360.93	3426.80	3497.87	3562.00	3626.13	3698.93	3768.27	3844.53	3919.07	3997.07	4071.60	4153.07	4236.27	4399.20	4565.60
9	3636.53	3704.13	3780.40	3856.67	3934.67	4014.40	4092.40	4173.87	4255.33	4343.73	4430.40	4520.53	4608.93	4790.93	4983.33
10	3912.13	3995.33	4073.33	4160.00	4248.40	4336.80	4420.00	4513.60	4602.00	4699.07	4792.67	4893.20	4990.27	5200.00	5409.73
11	4191.20	4281.33	4371.47	4465.07	4555.20	4652.27	4749.33	4853.33	4952.13	5056.13	5158.40	5269.33	5378.53	5605.60	5839.60
12	4466.80	4563.87	4659.20	4764.93	4865.47	4971.20	5076.93	5186.13	5293.60	5409.73	5525.87	5643.73	5765.07	6009.47	6269.47
13	4922.67	5031.87	5137.60	5257.20	5369.87	5491.20	5612.53	5735.60	5860.40	5990.40	6120.40	6252.13	6389.07	6671.60	6968.00
14	5338.67	5461.73	5579.60	5711.33	5839.60	5974.80	6103.07	6245.20	6383.87	6527.73	6673.33	6825.87	6978.40	7290.40	7614.53
15	5770.27	5908.93	6042.40	6184.53	6323.20	6472.27	6619.60	6773.87	6928.13	7085.87	7250.53	7418.67	7588.53	7931.73	8297.47

**APPENDIX A
Schedule III
Effective April 1, 2004**

HOURLY RATE

**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	11.07	11.29	11.50	11.69	11.89	12.10	12.29	12.52	12.74	12.97	13.19	13.43	13.64	14.11	14.62
2	11.96	12.17	12.38	12.60	12.83	13.06	13.29	13.51	13.75	14.00	14.25	14.51	14.72	15.24	15.77
3	13.15	13.37	13.58	13.84	14.08	14.33	14.58	14.85	15.11	15.38	15.62	15.90	16.18	16.75	17.35
4	14.33	14.59	14.85	15.11	15.38	15.64	15.91	16.18	16.43	16.75	17.06	17.36	17.66	18.27	18.92
5	15.64	15.93	16.22	16.52	16.81	17.12	17.42	17.74	18.06	18.39	18.72	19.05	19.39	20.08	20.81
6	17.13	17.45	17.76	18.11	18.44	18.77	19.12	19.48	19.85	20.22	20.58	20.99	21.34	22.16	22.95
7	18.64	19.00	19.36	19.73	20.09	20.49	20.87	21.30	21.67	22.11	22.52	22.94	23.37	24.28	25.19
8	20.17	20.56	20.99	21.37	21.76	22.19	22.61	23.07	23.51	23.98	24.43	24.92	25.42	26.40	27.39
9	21.82	22.22	22.68	23.14	23.61	24.09	24.55	25.04	25.53	26.06	26.58	27.12	27.65	28.75	29.90
10	23.47	23.97	24.44	24.96	25.49	26.02	26.52	27.08	27.61	28.19	28.76	29.36	29.94	31.20	32.46
11	25.15	25.69	26.23	26.79	27.33	27.91	28.50	29.12	29.71	30.34	30.95	31.62	32.27	33.63	35.04
12	26.80	27.38	27.96	28.59	29.19	29.83	30.46	31.12	31.76	32.46	33.16	33.86	34.59	36.06	37.62
13	29.54	30.19	30.83	31.54	32.22	32.95	33.68	34.41	35.16	35.94	36.72	37.51	38.33	40.03	41.81
14	32.03	32.77	33.48	34.27	35.04	35.85	36.62	37.47	38.30	39.17	40.04	40.96	41.87	43.74	45.69
15	34.62	35.45	36.25	37.11	37.94	38.83	39.72	40.64	41.57	42.52	43.50	44.51	45.53	47.59	49.78

**APPENDIX A
Schedule III
Effective April 1, 2004**

MONTHLY RATES FOR A 35 HOUR WORK WEEK (1820 HOURS PER YEAR)

GRADE	STEP														
	1	1.5	2	2.5	3	3.5	4	4.5	5	5.5	6	6.5	7	8	9
1	1678.95	1712.32	1744.17	1772.98	1803.32	1835.17	1863.98	1898.87	1932.23	1967.12	2000.48	2036.88	2068.73	2140.02	2217.37
2	1813.93	1845.78	1877.63	1911.00	1945.88	1980.77	2015.65	2049.02	2085.42	2123.33	2161.25	2200.68	2232.53	2311.40	2391.78
3	1994.42	2027.78	2059.63	2099.07	2135.47	2173.38	2211.30	2252.25	2291.68	2332.63	2369.03	2411.50	2453.97	2540.42	2631.42
4	2173.38	2212.82	2252.25	2291.68	2332.63	2372.07	2413.02	2453.97	2491.88	2540.42	2587.43	2632.93	2678.43	2770.95	2869.53
5	2372.07	2416.05	2460.03	2505.53	2549.52	2596.53	2642.03	2690.57	2739.10	2789.15	2839.20	2889.25	2940.82	3045.47	3156.18
6	2598.05	2646.58	2693.60	2746.68	2796.73	2846.78	2899.87	2954.47	3010.58	3066.70	3121.30	3183.48	3236.57	3360.93	3480.75
7	2827.07	2881.67	2936.27	2992.38	3046.98	3107.65	3165.28	3230.50	3286.62	3353.35	3415.53	3479.23	3544.45	3682.47	3820.48
8	3059.12	3118.27	3183.48	3241.12	3300.27	3365.48	3429.18	3498.95	3565.68	3636.97	3705.22	3779.53	3855.37	4004.00	4154.15
9	3309.37	3370.03	3439.80	3509.57	3580.85	3653.65	3723.42	3797.73	3872.05	3952.43	4031.30	4113.20	4193.58	4360.42	4534.83
10	3559.62	3635.45	3706.73	3785.60	3865.98	3946.37	4022.20	4107.13	4187.52	4275.48	4361.93	4452.93	4540.90	4732.00	4923.10
11	3814.42	3896.32	3978.22	4063.15	4145.05	4233.02	4322.50	4416.53	4506.02	4601.57	4694.08	4795.70	4894.28	5100.55	5314.40
12	4064.67	4152.63	4240.60	4336.15	4427.15	4524.22	4619.77	4719.87	4816.93	4923.10	5029.27	5135.43	5246.15	5469.10	5705.70
13	4480.23	4578.82	4675.88	4783.57	4886.70	4997.42	5108.13	5218.85	5332.60	5450.90	5569.20	5689.02	5813.38	6071.22	6341.18
14	4857.88	4970.12	5077.80	5197.62	5314.40	5437.25	5554.03	5682.95	5808.83	5940.78	6072.73	6212.27	6350.28	6633.90	6929.65
15	5250.70	5376.58	5497.92	5628.35	5754.23	5889.22	6024.20	6163.73	6304.78	6448.87	6597.50	6750.68	6905.38	7217.82	7549.97

**APPENDIX A
Schedule III
Effective April 1, 2004**

MONTHLY RATES FOR A 37.5 HOUR WORK WEEK (1950 HOURS PER YEAR)

GRADE	STEP														
	1	1.5	2	2.5	3	3.5	4	4.5	5	5.5	6	6.5	7	8	9
1	1798.87	1834.62	1868.75	1899.62	1932.12	1966.25	1997.12	2034.50	2070.25	2107.62	2143.37	2182.37	2216.50	2292.87	2375.75
2	1943.50	1977.62	2011.75	2047.50	2084.87	2122.25	2159.62	2195.37	2234.37	2275.00	2315.62	2357.87	2392.00	2476.50	2562.62
3	2136.87	2172.62	2206.75	2249.00	2288.00	2328.62	2369.25	2413.12	2455.37	2499.25	2538.25	2583.75	2629.25	2721.87	2819.37
4	2328.62	2370.87	2413.12	2455.37	2499.25	2541.50	2585.37	2629.25	2669.87	2721.87	2772.25	2821.00	2869.75	2968.87	3074.50
5	2541.50	2588.62	2635.75	2684.50	2731.62	2782.00	2830.75	2882.75	2934.75	2988.37	3042.00	3095.62	3150.87	3263.00	3381.62
6	2783.62	2835.62	2886.00	2942.87	2996.50	3050.12	3107.00	3165.50	3225.62	3285.75	3344.25	3410.87	3467.75	3601.00	3729.37
7	3029.00	3087.50	3146.00	3206.12	3264.62	3329.62	3391.37	3461.25	3521.37	3592.87	3659.50	3727.75	3797.62	3945.50	4093.37
8	3277.62	3341.00	3410.87	3472.62	3536.00	3605.87	3674.12	3748.87	3820.37	3896.75	3969.87	4049.50	4130.75	4290.00	4450.87
9	3545.75	3610.75	3685.50	3760.25	3836.62	3914.62	3989.37	4069.00	4148.62	4234.75	4319.25	4407.00	4493.12	4671.87	4858.75
10	3813.87	3895.12	3971.50	4056.00	4142.12	4228.25	4309.50	4400.50	4486.62	4580.87	4673.50	4771.00	4865.25	5070.00	5274.75
11	4086.87	4174.62	4262.37	4353.37	4441.12	4535.37	4631.25	4732.00	4827.87	4930.25	5029.37	5138.25	5243.87	5464.87	5694.00
12	4355.00	4449.25	4543.50	4645.87	4743.37	4847.37	4949.75	5057.00	5161.00	5274.75	5388.50	5502.25	5620.87	5859.75	6113.25
13	4800.25	4905.87	5009.87	5125.25	5235.75	5354.37	5473.00	5591.62	5713.50	5840.25	5967.00	6095.37	6228.62	6504.87	6794.12
14	5204.87	5325.12	5440.50	5568.87	5694.00	5825.62	5950.75	6088.87	6223.75	6365.12	6506.50	6656.00	6803.87	7107.75	7424.62
15	5625.75	5760.62	5890.62	6030.37	6165.25	6309.87	6454.50	6604.00	6755.12	6909.50	7068.75	7232.87	7398.62	7733.37	8089.25

**APPENDIX A
Schedule III
Effective April 1, 2004**

MONTHLY RATES FOR A 40 HOUR WORK WEEK (2080 HOURS PER YEAR)

GRADE	STEP														
	1	1.5	2	2.5	3	3.5	4	4.5	5	5.5	6	6.5	7	8	9
1	1918.80	1956.93	1993.33	2026.27	2060.93	2097.33	2130.27	2170.13	2208.27	2248.13	2286.27	2327.87	2364.27	2445.73	2534.13
2	2073.07	2109.47	2145.87	2184.00	2223.87	2263.73	2303.60	2341.73	2383.33	2426.67	2470.00	2515.07	2551.47	2641.60	2733.47
3	2279.33	2317.47	2353.87	2398.93	2440.53	2483.87	2527.20	2574.00	2619.07	2665.87	2707.47	2756.00	2804.53	2903.33	3007.33
4	2483.87	2528.93	2574.00	2619.07	2665.87	2710.93	2757.73	2804.53	2847.87	2903.33	2957.07	3009.07	3061.07	3166.80	3279.47
5	2710.93	2761.20	2811.47	2863.47	2913.73	2967.47	3019.47	3074.93	3130.40	3187.60	3244.80	3302.00	3360.93	3480.53	3607.07
6	2969.20	3024.67	3078.40	3139.07	3196.27	3253.47	3314.13	3376.53	3440.67	3504.80	3567.20	3638.27	3698.93	3841.07	3978.00
7	3230.93	3293.33	3355.73	3419.87	3482.27	3551.60	3617.47	3692.00	3756.13	3832.40	3903.47	3976.27	4050.80	4208.53	4366.27
8	3496.13	3563.73	3638.27	3704.13	3771.73	3846.27	3919.07	3998.80	4075.07	4156.53	4234.53	4319.47	4406.13	4576.00	4747.60
9	3782.13	3851.47	3931.20	4010.93	4092.40	4175.60	4255.33	4340.27	4425.20	4517.07	4607.20	4700.80	4792.67	4983.33	5182.67
10	4068.13	4154.80	4236.27	4326.40	4418.27	4510.13	4596.80	4693.87	4785.73	4886.27	4985.07	5089.07	5189.60	5408.00	5626.40
11	4359.33	4452.93	4546.53	4643.60	4737.20	4837.73	4940.00	5047.47	5149.73	5258.93	5364.67	5480.80	5593.47	5829.20	6073.60
12	4645.33	4745.87	4846.40	4955.60	5059.60	5170.53	5279.73	5394.13	5505.07	5626.40	5747.73	5869.07	5995.60	6250.40	6520.80
13	5120.27	5232.93	5343.87	5466.93	5584.80	5711.33	5837.87	5964.40	6094.40	6229.60	6364.80	6501.73	6643.87	6938.53	7247.07
14	5551.87	5680.13	5803.20	5940.13	6073.60	6214.00	6347.47	6494.80	6638.67	6789.47	6940.27	7099.73	7257.47	7581.60	7919.60
15	6000.80	6144.67	6283.33	6432.40	6576.27	6730.53	6884.80	7044.27	7205.47	7370.13	7540.00	7715.07	7891.87	8248.93	8628.53

APPENDIX B

Letter of Intent

Pay Periods

The Employer reserves the right to amend the pay periods outlined in Article 36 (Salaries) 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 C

Letter of Understanding

Job Evaluation

The parties have a shared interest in a job evaluation system that ensures that positions are equitably and reasonably evaluated. The parties are committed to resolving issues regarding the Job Evaluation System through the Joint Committee on Job Evaluation (Article 41 – Part A), in a manner that addresses the interests of the affected parties.

The parties agree that continued discussion regarding ‘education and experience’ is required through the Article 41 Committee; the discussions are to be completed by September 6, 2002. During the course of those discussions, job evaluation appeals to the JEAC level will be held in abeyance until Article 41 has reached agreement on the issue in dispute. Once discussions are completed, the appeals will proceed and should the appeals result in an upward evaluation, any monetary impact will normally be retroactive to the date the original job evaluation was submitted.

During the course of the Article 41 discussions, the Employer will not serve notice to change past practice and convert to the Employer’s interpretation of the language of clause 31.01 of the current Collective Agreement. In any event, it is understood that no change in practice will occur until the expiry of the current Collective Agreement, except where discussion occurs between the parties.

APPENDIX D

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 E

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 with respective health services/disciplines (legally required professional designations)

APPENDIX F

Letter of Agreement

Between

The Governors of the University of Alberta

And

The Non-Academic Staff Association

Reduced Duties Leading to Retirement

Whereas there is no mandatory retirement age for support staff at the University of Alberta and the absence of a mandatory retirement age makes it difficult to forecast requirements and make budgetary and staffing plans; and

Whereas employees have indicated interest in a retirement program through which their hours of work and/or the physical demands on them can be gradually reduced as they approach a retirement date;

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

1. For the period immediately preceding retirement, the employee can apply for reduced hours of work (technically, a partial leave without pay). The reduced assignment of duties shall be one of the following options:

Option	Extent of Reduced Duties	Duration	Salary
A	1/2 of regular hours (1/2 LWOP)	2 years	1/2 salary
B	2/3 of regular hours (1/3 LWOP)	3 years	2/3 salary
C	3/4 of regular hours (1/4 LWOP)	4 years	3/4 salary

2. During the period of reduced hours of work the full Employer's share of required premium contributions will continue for the following benefit plans as if the Employee were on full pay:

- a. Group Life,
- b. Supplementary Health Care,
- c. Dental Care, and
- d. Alberta Health Care.

Long Term Disability would be based on the reduced hours of work and the premiums paid accordingly. The provisions for part-time employees under clause 2.03(b)

(Application for Part-Time Employees Greater Than 12 Months) will be applied to employees electing this program.

3. Salary will be reduced commensurate with the reduction in hours of work. Unless unusual circumstances exist, the employee can elect to establish the years with reduced hours as full years of pensionable service. Full salary, as adjusted for negotiated salary increases, rather than the reduced salary would then be used in calculating the pension payable at the end of the partial leave, when the employee retires and begins to draw a pension. Should the employee elect to establish the leave period as pensionable service under that plan, the Employer and the employee shall make the appropriate contributions calculated on the basis of unreduced salary rate.
4. Except as noted in item 3 above, the provisions of Article 16 (Leave Without Pay) respecting applications for leave will apply to arrangements for reduced hours of work pursuant to this Letter of Agreement. Once a leave agreement for reduced hours of work and election to retire is approved by the Employer pursuant to this Letter of Agreement, the agreement cannot be amended or rescinded except by mutual agreement between the parties to this Letter of Agreement.
5. The program is considered a leave, subject to the usual provisions. Each case will require approval by the Dean, Director or Trustholder and Human Resources. Once a leave agreement is concluded it becomes binding on the employee and the Employer.
6. Unless extended by further agreement between the parties, eligibility to submit an application for reduced assignment of duties leading to retirement under this Letter of Agreement will terminate with the expiry date of the current Collective Agreement or in accordance with Part D of this Collective Agreement.
7. An employee wishing to participate in the program must propose a retirement date. The employee must be eligible to retire on the proposed date (i.e. be 55 years of age with sufficient pensionable service). Applications will be considered for retirement dates up to and including 4 years beyond the expiry date of the current Collective Agreement or in accordance with Part D of this Collective Agreement.

APPENDIX G

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 34 (Dispute Resolution Procedure):

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 H

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 37 (Inclusions/Exclusions Resolution Process):

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 PhD 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 PhD, MD, or equivalent to their area of research
 - will normally have prior post-doctoral/residency experience
 - Faculty of Law
 - minimum requirement of a LLB 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 I

Letter of Agreement

Between

The Governors of the University of Alberta

And

The Non-Academic Staff Association

Wage Re-opener

Notwithstanding the 3 year term of this Collective Agreement, the parties agree that if there is a material change to the operating funding of the University of Alberta and that the University is managing its projections to eliminate the structural deficit, the Non-Academic Staff Association may elect to re-open wage discussions regarding the 4% across the board salary increase, which is to be effective April 1, 2004. In any event, no less than a 4% salary increase will occur in that year.

APPENDIX J

Letter of Understanding

Between

The Governors of the University of Alberta

And

The Non-Academic Staff Association

Trust Employee Position Evaluation

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

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 1 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 30 (Position Evaluation).

APPENDIX K

Memorandum of Understanding

Support Staff Benefits Advisory Committee

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 the following committee.

Support Staff Benefits Advisory Committee

3. The committee will consist of 3 representatives (and 1 alternate) from each of the parties. The committee will have 2 alternating chairs with 1 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 sub-committees to deal with specific issues or concerns and will provide the appropriate terms of reference for the sub-committees.
8. The committee will review benefit plans or disability management programs designed 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 the 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 Trustholders or designees will be proactive in ensuring that employees have fair and open access to the benefit plans and disability management programs and that Trustholders or designees 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 committee or any sub-committees.
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 the parties agree to meet to discuss and resolve the matter.

APPENDIX L

Letter of Understanding

Terms of Reference

Non-Academic Benefits Review Task Force

1. The Employer and the Union each acknowledge:
 - a joint responsibility to contain the rate of increase in benefit costs and a need to reform the benefit programs to better reflect and meet the needs of members; and
 - accept a joint responsibility to bring the increase in benefit costs under control which is integral to the salary settlement outlined in the Memorandum of Agreement to which these Terms of Reference are attached.
2. To achieve these goals the Employer hereby creates a committee to be known as the Non-Academic Benefits Review Task Force (Task Force).
3. The membership of the Task Force will consist of not more than 3 individuals appointed by the Employer and not more than 3 individuals appointed by the Union.
4. If the services of benefit consultants are required (other than consultants currently engaged to review specific aspects of the Plans), the parties will share the professional expenses equally.
5. The Task Force will present a report to the Employer and the Union not later than December 31, 2002 unless an extension is otherwise mutually agreed to in writing.
6. The Employer will undertake to make full and timely disclosure with respect to the administrative costs charged against the benefits plan as part of the Task Force activities.
7. The Task Force report will:
 - determine the appropriate criteria to contain benefit cost escalation;
 - make recommendations to manage the increasing costs of the benefit program;
 - ensure that in no case will the provision or cost of catastrophic or core benefit programs such as the dental plan, supplementary health care and long term disability, be amended to eliminate reasonable and necessary coverage;
 - review all statutory and non-statutory benefits, including the PSPP, to determine their affordability, cost effectiveness and less costly alternatives and make recommendations to gain efficiencies;

- make recommendations for reform to the benefits program while limiting the increase in the costs on a per capita basis to be in accord with an appropriate measure (example, Consumer Price Index, scale increase, etc.); and
 - provide a comprehensive set of recommendations consistent with the criteria for controlling cost increases.
8. Recommendations will be implemented April 1, 2003.
 9. If the parties do not reach agreement on the amended benefit plan or on specific amendments to the benefit plan, the matters in dispute will be submitted to arbitration. In the event this matter will be submitted to arbitration, the members of the Task Force will agree on the specific matters that will be addressed through arbitration.

APPENDIX M

Letter of Agreement

Between

The Governors of the University of Alberta

And

The Non-Academic Staff Association

Anniversary Day Off

In recognition of service to the University of Alberta, the parties agree that employees will receive 1 day off with pay upon reaching their 25th anniversary with the University.

The day off will be scheduled by mutual agreement between the supervisor and the employee. This will be administered by the department in which the employee works and may only be granted once.

Any employee who has already achieved service of greater than 25 years at the time of ratification of this Collective Agreement is entitled to 1 day off with pay. This day will be scheduled by mutual agreement between the supervisor and the employee.

APPENDIX N

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.