

PART C – ESL AGREEMENT

Numerical Index

Article		Page
1	Definitions *	1
2	Application to Employees	3
3	Probation	3
4	Hours of Work, Professional Responsibilities and Overtime	4
5	Salaries *	6
6	Performance Reviews and Increments	7
7	Premiums	7
8	Service *	7
9	Seniority	8
10	Postings, Transfers, Promotions and Responsibility Pay	8
11	Paid Holidays *	9
12	Vacation Leave and Anniversary Day Off *	11
13	Illness and Proof of Illness *	13
14	Special Leave	17
15	Maternity and Parental Leave *	19
16	Leave Without Pay *	22
17	Benefit Plans *	22
18	University Credit Courses	25
19	Human Resources Development Fund *	27
20	Layoff and Position Disruption *	30
21	Discipline	34

* **Article amended**

Alphabetical Index

Article Name	Article No.	Page
Application to Employees	2	3
Benefit Plans *	17	22
Definitions *	1	
Discipline	21	34
Hours of Work, Professional Responsibilities & Overtime	4	4
Human Resources Development Fund *	19	27
Illness and Proof of Illness *	13	13
Layoff and Position Disruption *	20	30
Leave Without Pay *	16	22
Maternity and Parental Leave *	15	19
Paid Holidays *	11	9
Performance Reviews and Increments	6	7
Postings, Transfers, Promotions and Responsibility Pay	10	8
Premiums	7	7
Probation	3	3
Salaries *	5	6
Seniority	9	8
Service *	8	7
Special Leave	14	17
University Credit Courses	18	25
Vacation Leave & Anniversary Day Off *	12	11

* **Article amended**

Appendices

	Page
Appendix A Base Pay Plan – Annual Salaries – Effective July 1, 2009 *	37
Appendix B Article 8 Service	38
Appendix C Current Employee Placement List	39
Appendix D Implementation of Agreement Hours of Work/Assignment of Work	41

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.
- 1.02** “**Department**” means a teaching department, a faculty office, an administrative office or a service unit under the administrative authority of the University of Alberta.
- 1.03** “**Designated Employer Representative**” (**DER**) means a senior administrative level representative with the authority to resolve a dispute under Common Provisions Article 14 (Dispute Resolution Process).
- 1.04** “**Director**” means the Director of the English Language Program of the Faculty of Extension or his/her designee.
- 1.05** “**Director, HRCS**” means the Director, Human Resource Consulting Services, of the University of Alberta.
- 1.06** “**Dismissal**” means the discharge of an employee from employment with the University of Alberta.
- 1.07** “**Employee**” means a person who is employed in one of the following categories:
- (a) “**Full-time Employee**” is a person who works 1800 hours over the calendar year comprised of the equivalent of six Terms.
 - (b) “**Part-time Employee**” is a person who works less than 1800 hours over a calendar year or less than 300 hours over a Term.
 - (c) “**Core Employee**” is a Full-time or Part-time Employee appointed in an established position for year-round employment, referred to as a Core Full-time Employee or a Core Part-time Employee.
 - (d) “**Temporary Employee over 24 months**” is a Temporary Employee who is Full-time or Part-time and has accumulated an equivalent of 24 months of work, without having a three-month break in service. These Temporary Employees will be referred to as a Full-time Temporary Employee over 24 months or a Part-time Temporary Employee over 24 months.
 - (e) “**Temporary Employee under 24 months**” is a Temporary Employee who is Full-time or Part-time who has not accumulated 3600 hours, which is equivalent to 24

months of full-time employment, without having a three-month break in service. These Temporary Employees will be referred to as a Full-time Temporary Employee under 24 months or a Part-time Temporary Employee under 24 months.

- 1.08 **“Established Position”** means a position which is budgeted and is expected to continue without a definite end date.
- 1.09 **“Fiscal year”** means the period from April 1 to March 31.
- 1.10 **“Illness”** means an employee illness, injury or quarantine including any illness related-portion of pregnancy or maternity leave.
- 1.11 **“Increment”** means an increase from one step to the next full step on the salary scale to equal one increment as set out in Common Provisions Appendix A.
- 1.12 **“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.
- 1.13 **“NASA”** means the University of Alberta Non-Academic Staff Association.
- 1.14 The **“parties”** are the University of Alberta and NASA.
- 1.15 **“Recall”** means to return an employee on layoff status to work.
- 1.16 **“Salary”** means the basic salary negotiated by the parties as outlined in Common Provisions Appendix A.
- 1.17 **“Term”** means an intensive day-time course or its equivalent offered by the English Language Program of the Faculty of Extension and that is not offered for credit at the University of Alberta.
- 1.18 **“Supervisor”** means any person designated by the Director whose job function requires him/her to organize, direct and control the work of others.
- 1.19 **“Union”** means NASA.
- 1.20 **“University”** means the Governors of the University of Alberta.
- 1.21 **“Work”** includes such duties as instruction of English as a Second Language classes, teaching preparation, marking, student assistance, staff meetings, professional development and additional administrative or committee work, substitute teaching, placement testing, registration or curriculum development, as assigned by the Director.

ARTICLE 2

APPLICATION TO EMPLOYEES

2.01 The application of the terms and conditions of this Agreement (Common Provisions and Part C) will be as follows:

- (a) For Core Employees all the terms and conditions of this Agreement will apply.
- (b) For Temporary Employees over 24 months all the terms and conditions of this Agreement will apply. The qualifying years identified in clause 18.01 will be considered served.
- (c) Temporary Employees under 24 months will be entitled to the terms and conditions of this Agreement, except the following Articles will not apply:
Common Provisions Article 10 – Witness or Jury Duty
Article 3 – Probation
Article 18 – University Credit Courses
- (d) Temporary Employees may be employed for additional work, replacement due to an incumbent's absence, or for a specific project. A Temporary Employee's employment will terminate at the conclusion of the Employee's current Term assignment.
- (e) Part-time Employees – on a pro-rata basis or in the modified manner set forth in the specific Article.

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

2.03 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

PROBATION

3.01 The probation period of an employee will not exceed three terms of teaching or 26 weeks, whichever comes first, unless extended by the Employer for one additional term of teaching, for reasons that are outlined in writing to the employee, the Union and Employee Relations.

- 3.02** During the probation period, the Employer (in consultation with Employee Relations) may dismiss a probationary employee. The employee will receive five working days' written notice if his/her period of employment is greater than 13 weeks but less than 26 weeks.
- 3.03** Where a Temporary Employee becomes a Core Employee in the same position with no break in appointment and has not completed his/her probation period, the probation period will be reduced by the number of months completed as a Temporary Employee.

ARTICLE 4

HOURS OF WORK, PROFESSIONAL RESPONSIBILITIES AND OVERTIME

4.01 Work day and Work year for Full-time Employees

The parties to this Agreement and the employees acknowledge the professional nature of the work done within the English Language Program (ELP) of the Faculty of Extension. Therefore, it is recognized that the best judgment of the employees, the Director and the ELP staff will be exercised in determining the hours needed to accomplish their work. Decisions will be made in the best interests of the operation of the Program and as such the work day, work week and work year are broadly defined to allow for professional judgment in accomplishing the work required for the success of the Program and its students.

- (a) Instructors will manage their schedule in accordance with their responsibilities and in consultation with their supervisor. Hours of work for full-time employees will be averaged over the year and not exceed 1800 hours per year. The work day for full-time employees, exclusive of meal breaks, should average seven hours per day.
- (b) Generally the work week will consist of five days with two consecutive days off. However, where an employee chooses to work on a day off or where the total hours worked in a year do not exceed an average of 1800 hours, no overtime will be payable.

4.02 Professional Responsibilities

An employee's work will be assigned by the Director based on:

- (a) nature and variety of Terms, including necessary preparation and marking;
- (b) delivery method;
- (c) class sizes;

- (d) availability of assistance;
- (e) other administrative responsibilities including curriculum development, administrative assignments, special projects or committee participation; and
- (f) any other relevant factors determined by the Director.

4.03 Rest Periods

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.

4.04 Notification of Absence

- (a) An employee who is going to be absent from work will ensure that his/her supervisor is informed of the reasons for and expected duration of the absence as soon as possible.
- (b) The Director will designate a person to be contacted in the event that an employee is unable to contact his/her supervisor.
- (c) Should an employee fail to comply with clause 4.04(a), his/her absence may be considered as unauthorized leave without pay unless s/he can demonstrate legitimate reasons for the non-compliance.

4.05 Overtime

- (a) Overtime will be authorized by the supervisor or designee before it is worked and, except in cases of emergency, must be mutually agreeable to both supervisor or designee and employee. Overtime is payable when an employee is required to perform approved work that exceeds 1800 hours averaged over the calendar year.
- (b) A full-time employee required and approved to work overtime will be compensated at the rate of 1½ times his/her salary.
- (c) 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 regular daily hours for a full-time employee and thereafter will be compensated pursuant to clause 4.05(b).
- (d) Notwithstanding clauses 4.05(b) and (c), an employee and supervisor may mutually agree to allow the employee to take compensatory time off in lieu of overtime pay. Such compensatory time off will be calculated in the same manner as overtime pay. In the event that any compensatory time off cannot be taken at a time mutually agreeable to the employee and his/her supervisor, the employee

will, instead, receive the overtime pay at the end of the calendar year during which the work time is averaged.

- (e) Overtime will be:
 - (i) calculated to the nearest $\frac{1}{4}$ of an hour;
 - (ii) calculated on the basis of the employee's salary in effect at the time the overtime occurred;
 - (iii) for a minimum of one hour of compensation at the appropriate rate.

ARTICLE 5 *

SALARIES

- 5.01** An employee will be paid in accordance with the salaries in Common Provisions Appendix A.
- 5.02** Temporary employees under 24 months will be paid no less than 75% of the base pay rate for the position. However, a temporary employee under 24 months who has worked at least 1800 hours without having a three-month break in service will be paid at 100% of the base pay rate in accordance with clause 6.01.
- 5.03** The salaries set out in Common Provisions Appendix A will not be reduced except with the concurrence of the Union.
- 5.04** Where the Employer increases the range of salaries in Common Provisions Appendix A, the employees will be paid in the new salaries at the same step as they were being paid in the old salaries.
- 5.05** The Union agrees that the Employer will retain the Employment Insurance Rebate for benefit plan purposes.
- 5.06** The Employer is entitled to recover overpayment of salary resulting from errors. Employees are responsible for reporting overpayments as soon as they become aware of the overpayment. Repayment schedules will be based on the magnitude of the overpayment, length of time over which the error occurred, length of work time remaining, the taxation year and the impacts on the employee such as pension. Schedules will be made by mutual agreement pursuant to a process agreed between the parties. Agreement will not be unreasonably withheld. The parties agree that this clause will constitute the written assignment required of the employee for repayment.

ARTICLE 6

PERFORMANCE REVIEWS AND INCREMENTS

6.01 Application to Temporary Employees Under 24 Months

For Temporary Employees under 24 months, Common Provisions Article 8 (Performance Reviews and Increments), clauses 8.01, 8.02 and 8.03 only will apply. When a Temporary Employee under 24 months has worked at least 1800 hours without having a three-month break in service, clause 8.04 will also apply.

ARTICLE 7

PREMIUMS

7.01 Second Language Premium

Where a second language is an integral component of the core requirements of a specific job assignment, a premium of five percent of an employee's base salary will be paid for the period of time that the job includes the second language responsibility. Where the requirement is for more than one additional language and that/those language(s) are required to be used more than 25% of the time, an additional five percent premium will be provided.

ARTICLE 8 *

SERVICE

- 8.01** 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. The first date of hire for employees named in Appendix B shall be as stated therein.
- 8.02** Approved leave with pay, time on LTD, WCB leave, leave as per Article 15 (Maternity and Parental Leave) and leave as per clause 16.03 (Leave Without Pay – Union Official) for any duration will be counted as service.
- 8.03** Approved leave without pay and time on continuous layoff of more than one calendar month will not be counted as service; however, for the sole purpose of reinstatement of illness only, clause 13.08, approved leave without pay will count as service.

8.04 An employee will forfeit his/her service when she :

- (a) voluntarily resigns, including position abandonment;
- (b) is dismissed for just cause;
- (c) fails to return to work within ten work days of receipt of notice of recall;
- (d) is laid off for a period of more than 24 consecutive calendar months;
- (e) has a break in employment of more than three months;
- (f) is terminated on probation.

8.05 Where an employee moves from a position in Part A, B or C to a position in Part A, B or C of this Agreement s/he will bring his/her continuous employment with him/her as service, subject to clause 8.04.

ARTICLE 9

SENIORITY

9.01 Seniority means length of service in the bargaining unit. •

9.02 Where an employee leaves the bargaining unit for a period of three consecutive terms their seniority will be broken and they will begin to accrue seniority as a new employee from their next date of employment within the bargaining unit.

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

ARTICLE 10

POSTINGS, TRANSFERS, PROMOTIONS AND RESPONSIBILITY PAY

10.01 Postings

- (a) All core positions will be posted by Human Resources. Internal applicants must be given consideration in the filling of these vacancies. This Article is subject to the provisions of Appendix "C".
- (b) Positions posted under (a) above will be filled without posting if, in order of priority, one of the following conditions applies:
 - (i) an employee with the skills and ability to fill the position is available and requires accommodation due to a physical or mental disability, or
 - (ii) an employee with the skills and ability to fill the position (subject to Article 20) is available and redeployment has been offered, or

- (iii) an employee with the skills and ability to fill the position (subject to Article 20) is available and on active recall status.

10.02 Transfer

Where an employee voluntarily moves from one position to another position and their current salary is within the salary range of the new position, such a move will be considered a transfer and their salary will be the rate which is closest to but not less than their current salary. There shall be no change to their performance review period.

Except as provided in this Article, it is understood that a core employee who voluntarily accepts temporary employment has voluntarily waived his/her seniority.

No employee will be unreasonably transferred.

10.03 Promotion

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

10.04 Responsibility Pay

Where an employee is required to perform higher level duties, in addition to some of her/his own regular duties and responsibilities, for a cumulative qualifying period of five days per fiscal year, s/he will receive a premium of at least five percent of his/her base salary if s/he is at the top of the current scale, or be placed on a step that is at least five percent above his/her base pay if she is not at the top of current scale. The premium will apply for the period of temporary responsibility including the qualifying period.

After a period of six months an extension may be requested. Such an extension will require the agreement of the Union and may include new terms and conditions.

ARTICLE 11 *

PAID HOLIDAYS

11.01 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 | |

- 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** 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.
- 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 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** (a) When an employee is required to work on a paid holiday, s/he will be paid at two 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) 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 two hours at applicable overtime rates.

11.08 Part-time Employees

- (a) If the paid holiday falls on a day when a part-time or temporary employee works or 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.

11.09 Winter Closure

The four work days between Christmas Day and New Year's Day shall be paid by the Employer and will be part of the annual hours of work. Any assignment of work during this period may be done at any time chosen by the employee.

ARTICLE 12 *

VACATION LEAVE & ANNIVERSARY DAY OFF

12.01 Vacation Year

The vacation year is the calendar year (January 1 through December 31).

12.02 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 - $1\frac{1}{4}$ work days per calendar month of service (i.e., 15 work days every 12 calendar months of service);
- (b) upon completion of five years (60 months) of service - $1\frac{2}{3}$ work days per calendar month of service (i.e., 20 work days every 12 calendar months of service); and
- (c) upon completion of 16 years (192 months) of service - $2\frac{1}{12}$ work days per calendar month of service (i.e., 25 work days every 12 calendar months of service).

12.03 Credits or Pay During Leaves

- (a) Whether full-time or part-time, an employee will continue to earn vacation credits for the first two 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 of more than one month.
- (b) After two consecutive months of leave as per clause 12.03 (a) above, an employee working while on part-time illness leave or returning in a rehabilitation position, either full-time or part-time, will receive vacation pay at the appropriate level of entitlement pro-rated based on the time at work.
- (c) Any payment of vacation pay during an employee's LTD period will not be considered as a direct or indirect offset.

12.04 Employee vacation times will be scheduled by mutual agreement between the employee and the Director and in keeping with the Employer's Managing Staff Vacation Procedure - Support Staff, subject to operational requirements, as follows:

- (a) In requesting vacation times, an employee may request:

- (i) to use all of the vacation credits that s/he will have earned up to the commencement date of his/her scheduled vacation time; and
 - (ii) to take his/her vacation time in one unbroken period, or split the time into more than one period.
- (b) Where an employee requests one unbroken period of vacation time, and where work is not available for the remainder of a term, the employee must take leave without pay for the remainder of that term.
 - (c) Where operational requirements prevent two or more employees from taking their vacation at the same time, their seniority will be the determinant.
 - (d) Once vacations are authorized they will not be changed except:
 - i. by the Employer in the event of an operational emergency, or
 - ii. by mutual agreement.
 - (e) The Director may approve an employee's request for carryover of his/her vacation credits to the next vacation year. However, no employee will lose any of his/her vacation credits under any circumstances.

12.05 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.

12.06 Where an employee is hospitalized during his/her vacation, the duration of his/her hospitalization will be charged against his/her illness leave and will not be counted as part of his/her vacation, provided s/he can demonstrate his/her hospitalization to the satisfaction of the Director.

12.07 Where an employee has exhausted his/her illness leave, s/he will have the right to use his/her vacation credits, if any, to cover his/her absence due to illness.

12.08 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 Director at least ten work days prior to the commencement of his/her vacation.

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

Part-Time Employees

12.10 This Article will 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).

12.11 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 12.02. However, vacation pay for vacation credits, if any, while s/he was a part-time employee will remain pro-rated per clause 12.10.

12.12 Temporary Employees Under 24 Months

- (a) This Article will not apply to Temporary Employees under 24 months.
- (b) However, Temporary Employees under 24 months who have worked 1800 hours or less will receive vacation pay at the rate of four percent of their total earnings (exclusive of overtime compensation) for each pay period. Any vacation leave approved for these employees will be without pay.
- (c) Temporary Employees under 24 months who have worked more than 1800 hours will receive six percent vacation pay. These employees will be entitled to take up to three weeks of time off without pay as vacation following their first 1800 hours worked. This period will not be considered a break in service.

12.13 Anniversary Day Off

- (a) In recognition of service to the Employer, the parties agree that employees will receive one day off with pay upon reaching their 25th anniversary with the Employer.
- (b) 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.

ARTICLE 13 *

ILLNESS AND PROOF OF ILLNESS

The definition of Illness can be found in Article 1 (Definitions), clause 1.10.

13.01 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.

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

13.03 **“Casual illness”** means an employee illness resulting in absence from work for a period of three consecutive work days or less for which no medical certificate is required, and for appointments as per clause 13.06 and subject to clause 13.07. Where an employee has used his/her casual illness leave in any one service year, she may provide a medical certificate for additional absences of three work days or less, and the absence will be considered as general illness.

13.04 **“General illness”** means a medically documented employee illness resulting in an absence from work for a period of more than three consecutive work days.

13.05 **“Service year”** begins with the initial date of service and continues with each full year of service thereafter, subject to clause 8.03.

13.06 Medical and Dental Appointments

Time off to attend the employee’s medical and dental appointments requires authorization of the Director 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 leave.

13.07 Illness Leave

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 two weeks, i.e., ten work days, may be used as casual illness.

13.08 Reinstatement of Illness Leave

Illness leave is reinstated at the beginning of each service year, 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 leave for that year.
- (b) After an employee uses his/her illness leave in any one service year, she is not entitled to further illness leave in the next service year until she has completed ten consecutive days of work from the date of his/her return to work.

13.09 Hospitalization/Illness during Annual Vacation Leave

Should an employee demonstrate, to the satisfaction of the Director 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.

13.10 Proof of Illness

- (a) For any absence due to illness of more than three work days but not more than ten work days, an employee will provide a medical certificate from a physician to his/her Manager. The medical certificate will specify:
 - (i) that the employee is 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 three work days or less, medical certificates will not be required except where the employee has had a maximum of ten 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) The employee will be required to submit medical documentation from a physician to Health Promotion and Worklife Services (HPaWS), maintain regular contact with HPaWS, and also keep his or her manager advised of the duration of the illness when:
 - (i) the illness is known initially to be for more than ten working days, or
 - (ii) the illness continues for more than ten working days, or
 - (iii) where there is a discernable pattern of shorter duration absences as determined by the Employer.

Any costs associated with providing this required information will be paid for by the Employer. If the employee does not return to work on the specified return date(s), further medical documentation is required.
- (e) Absences as per clause 13.10 (d) must be supported by medical documentation which includes the following:
 - (i) that the employee is unable to attend work and perform his/her regular duties due to illness or injury, and
 - (ii) the prognosis for full recovery, including the expected duration of the illness or injury, and

- (iii) the limitations and medical restrictions to be accommodated in order for the employee to be able to attend work and perform meaningful work, and
- (iv) the expected duration of each limitation or restriction, and
- (v) the date the employee will be reassessed.

As the illness progresses, continued objective medical information will be required.

- (f) Where medical certificate(s) or documentation is required but not provided, the absence is considered leave without pay, subject to the approval of the Employer.

13.11 Independent Medical Examination

- (a) In the absence of objective medical information from the treating physician(s), in cases of prolonged absence caused by illness or where a medical condition is believed to be adversely affecting an employee's work, HPaWS may require that the employee undergo an Independent Medical Exam (IME). The physician will submit a medical report to HPaWS 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 the mutual agreement of the parties.

13.12 Return-to-Work from Illness Leave

The employee has an obligation to accept a return-to-work plan that is based on consistent, objective medical information to either full or modified duties or hours as follows:

- (a) first to the pre-illness position, or
- (b) second to another position with the Employer if the pre-illness position cannot be adapted to the limitations and restrictions.

13.13 Long Term Disability (LTD)

If the illness leave is expected to exceed 26 weeks, an eligible employee may apply for LTD pursuant to clause 17.05 (Long Term Disability). Where medical documentation indicates the employee may need to apply for LTD, the employee will be provided with LTD application forms no later than the 20th week of illness leave. Notwithstanding the Employer's and employee's obligations under clause 13.12, if the employee's application is approved, the employee will be placed on LTD. If the employee's application is

denied, the employee may appeal the decision in accordance with the appeal provisions of the LTD plan.

13.13 Part-time Core Employees

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

13.14 Temporary Employees Under 24 Months

Clause 13.07 will not apply to Temporary Employees under 24 months. Instead, Temporary Employees under 24 months will earn illness leave at the rate of one work day for each complete month of employment, except that in the case of temporary part-time employees the entitlement will be pro-rated on the basis of their total number of hours worked or paid for (excluding overtime) per month.

ARTICLE 14

SPECIAL LEAVE

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

14.02 Upon receiving authorization from the Director, a Core full-time Employee or a full-time Temporary Employee over 24 months, will be granted leave with pay for the following reasons up to the maximum time indicated.

14.03 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 three working days together with any necessary traveling time, not more than two working days with pay.
- (b) An employee will be allowed up to one day with pay to attend the funeral of persons other than those specified above.
- (c) Leave with pay up to two 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 Director 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 Director that during a period of vacation a bereavement as described above occurred and provided the employee attended the funeral, she 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, she may be allowed compassionate leave in respect of such absence, normally to the extent provided above, at the discretion of the Director.

14.04 Emergency or Disaster Conditions

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

14.05 Birth or Adoption

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

14.06 Moving

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

14.07 Citizenship Hearing

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

14.08 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 is not more than five working days per fiscal year.

14.09 Part-time Employees

A core part-time Employee or part-time Temporary Employee over 24 months 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 employee.

14.10 Temporary Employees under 24 Months

For Temporary Employees under 24 months, this Article will not apply. However, when a Temporary Employee under 24 months has worked at least 1800 hours without having a three-month break in service, clause 14.03 (Compassionate Leave) will apply.

ARTICLE 15 *

MATERNITY AND PARENTAL LEAVE

GENERAL PROVISIONS

15.01 For the purpose of this Article, “employment” means the most recent period of continuous employment with the Employer without a four-month break. Employment is not continuous if an employee resigns, is terminated for cause or does not return from recall.

15.02 Where an employee requires leave pursuant to this Article, written notification is to be provided to the supervisor and Human Resources as follows:

- (a) For maternity leave, the employee will apply for such leave a minimum of three months prior to the expected date of birth. Such leave can commence at any time during the 12 weeks immediately prior to the estimated date of delivery but no later than the date of delivery. Upon application, the employee will advise of the anticipated return date.
 - i. At the time of application, the employee will provide written verification of pregnancy and anticipated date of delivery. This verification is normally provided by a physician; however, verification by a registered midwife is acceptable for a top up period of eight weeks. This is the only circumstance in which an absence can be verified by a paramedical practitioner.
 - ii. The normal illness-related portion of a maternity leave is considered to be eight weeks to commence no later than the date of delivery. Maternity-related illness leave longer than eight weeks must be supported by medical evidence from a physician.
- (b) For parental leave, an eligible employee will apply for such leave a minimum of one month prior to the anticipated birth or adoption date, or provide as much notice as possible. Such leave will commence no sooner than the actual birth or adoption date. Such leave will commence no later than 52 weeks after the actual birth or adoption date. Upon application, the employee will advise of the anticipated return date.

15.03 No employee will be eligible for leave under this Article that is more than 12 months, per birth or adoption, unless otherwise approved.

15.04 A pregnant employee who provides medical evidence from a 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 four months of pregnancy, which necessitates an absence of longer than 12 months, the employee may request further leave without pay.

15.05 (a) Where an employee is entitled to benefits, the employee is required to advise Human Resources prior to the commencement of maternity or parental leave regarding the continuation of benefit coverage for the duration of the leave. Benefit coverage will be provided for the illness-related portion of a maternity leave as per clause 15.02 (a). If an employee opts to continue benefit coverage with the Employer beyond the illness-related portion of maternity leave and/or for the full duration of parental leave, s/he must prepay the premiums.

(b) 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.

15.06 An employee who wishes to resume employment on expiration of approved maternity or parental leave will provide at least four weeks notice in writing of the day s/he intends to resume employment.

In the event the employee on maternity leave wishes to resume employment earlier than her intended date of return, she may do so under the following conditions:

- (a) one month following the birth of her baby if a medical certificate is provided; or
- (b) six weeks following the birth of her baby if a medical certificate is not provided.

MATERNITY LEAVE

Core and Temporary Employees with 52 Weeks or More of Employment

15.07 Upon application in accordance with the provisions of clause 15.02 (a), leave to a maximum of 15 weeks for maternity reasons will be granted by the Employer.

15.08 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.

15.09 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 leave in accordance with clause 13.07, and
 - (iii) she provides medical verification as per clause 15.02 (a) specifying the portion of her maternity leave attributable to any illness-related absence.
- (b) Evidence of payment of Employment Insurance maternity benefits 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 100% 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.

Temporary Employees with Less than 52 Weeks of Employment

15.10 Upon application in accordance with the provisions of clause 15.02 (a), leave to a maximum of 15 weeks for maternity reasons will be granted by the Employer.

15.11 Any accrued sick leave remaining will be paid out when the employee commences her leave for maternity reasons.

15.12 There is no guarantee of a position being available for the employee at the end of a leave for maternity reasons; however, an employee who has completed her probation period will be offered her former position if it continues to exist. The employee will maintain her service provided she works within three months following the end of the leave period and contacts Human Resources to request a service adjustment. **If** this request is not made within three months following the return date, there will be no retroactive service adjustment.

PARENTAL LEAVE

Core and Temporary Employees with 52 Weeks or More of Employment

15.13 Upon application in accordance with the provisions of clause 15.02 (b), leave to a maximum of 37 weeks will be granted to an employee for parental leave for his/her newborn or adopted child.

15.14 An employee on approved parental leave is entitled to return to the position s/he held immediately prior to going on leave. If his/her position no longer exists, s/he will be placed in alternate work of a comparable nature at the same rate of pay and benefits.

Temporary Employees with Less Than 52 Weeks of Employment

15.15 Such employees are not entitled to parental leave.

ARTICLE 16 *

LEAVE WITHOUT PAY

Core and Temporary Employees Over 24 Months

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

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 Employer.

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.

Core and Temporary Employees Over and Under 24 Months

16.04 Except as provided within this Agreement, no employee may use leave without pay solely to be eligible to receive benefits, prepay benefits or to retain status as a Core Employee, Temporary Employee over 24 Months or Temporary Employee under 24 months.

ARTICLE 17 *

BENEFIT PLANS

17.01 Benefit Plans: Full-time Employees

For Core full-time Employees or full-time Temporary Employees over 24 months the Employer 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.

17.02 Employee Funded Benefit Plans

Core full-time Employees or full-time Temporary Employees over 24 months may participate in the following plans by paying 100% of the premium costs:

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

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

17.03 Benefit Plans: Part-time Employees

For Core part-time Employees or part-time Temporary Employees over 24 months:

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

The Employer will pay 100% of the premium costs.

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 Employer will pay 100% of the premium costs.

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

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

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

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

17.04 Pre-Payment of Premiums

Where a benefit eligible employee takes an assignment with the Employer outside of the bargaining unit, s/he may choose to prepay the premiums for those applicable benefits outlined in this Article for a maximum of eight months. Failure to prepay premiums will result in a loss of coverage.

17.05 Long Term Disability (LTD)

- (a) 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.
- (b) 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.
- (c) 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 function 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 provision 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 Trustholder or 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 Trustholder or 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 Trustholder or Department and Health Promotion and Worklife Services; thereafter the cost of salary and benefits will be the responsibility of the Trustholder or 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.

- (d) Participating employees are eligible for coverage on their date of hire. 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 six-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.
- (e) 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.

17.06 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.

17.07 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.

17.08 Full-time or Part-time Temporary Employees Under 24 Months

For full-time or part-time Temporary Employees under 24 months, only clauses 17.01(f) or 17.03(c) and 17.06 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 18

UNIVERSITY CREDIT COURSES

18.01 After two years of service, and on the recommendation of the Director, 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 three 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 Director and on the mutual understanding that the employee's job requirements are fully met. Make up time arrangements between the Director 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 Director.

18.02 Part-time Employees

The provisions of this Article will apply, however, clauses 18.01 (a) and (c) will be amended as follows:

- (a) a part-time employee will have tuition fees remitted for three 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.

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

18.04 (a) When tuition remission 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 tuition remission may be waived for employees on layoff status or about to be laid off.

18.05 (a) No employee will have access to tuition remission once s/he has left the employ of the Employer, subject to clause 18.04.

- (b) When a credit course 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 tuition remission to the Employer.
- (c) When the credit course is to commence on or after the effective date of an employee's resignation or dismissal, the employee will either drop the course or assume full responsibility for the tuition.

ARTICLE 19 *

HUMAN RESOURCES DEVELOPMENT FUND

- 19.01** 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.
- 19.02** The primary purpose of the Fund is to enable employees to access learning opportunities (courses, workshops, seminars, in-school apprenticeship training or programs).
- (a) The Fund does support opportunities that will:
 - i. enhance their capacity to perform work,
 - ii. prepare for an expanded or different role, or
 - iii. enhance employee wellness. Programs approved under HRDF must be intended to improve an employee's quality of work life, prevent personal illness or injury, or reduce benefit cost associated with personal illness or injury.
 - (b) The Fund does NOT support:
 - i. general interest courses (e.g., hobbies, crafts, recreational memberships),
 - ii. wellness courses offered by unapproved off-campus service providers (see Common Provisions Appendix G),
 - iii. job-specific training required for the employee's current role,
 - iv. training required by legislation for the employee's current role,
 - v. University of Alberta credit courses (Article 18).
- 19.03** The parties encourage discussion between the employee and his/her supervisor, as part of the on-going performance management process, to identify learning and development plans and potential learning opportunities where the Fund may apply.

- 19.04** (a) After 24 months of employment, an employee will be entitled to a maximum of \$750 per fiscal year to fund learning opportunities, which meet the criteria outlined in clause 19.02.
- (b) A Temporary Employee under 24 months who has worked at least 1800 hours without having a three-month break in service will be entitled to a maximum of \$500 per fiscal year to fund learning opportunities which meet the criteria outlined in clause 19.02.
- (c) 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.
- (d) There will be no carry over of any unused portion of an employee's maximum entitlement to a subsequent fiscal year.

19.05 A Core Employee or Temporary Employee over 24 months may request permission to use his/her future annual entitlements to a maximum of \$2,250 for:

- (a) 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 judgment of the employee in consultation with his/her supervisor meets the criteria outlined in clause 19.02.

Where the identical program of studies is available at the University of Alberta, the employee will access that program.

- (b) Attendance at a major international conference that, in the judgment of the employee in consultation with his/her supervisor, is of mutual benefit to the employee and the work unit.

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

19.06 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.

- 19.07** (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.
 - (c) All receipts for reimbursement must be submitted no later than 45 calendar days after the scheduled learning event. If receipts are not received in this time frame reimbursement will not be made. The previously approved funds will be made available to other applicants.
- 19.08**
- (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.
- 19.09**
- (a) No employee will have access to the Fund once s/he has left the employ of the Employer, subject to clause 19.08.
 - (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.
- 19.10** Where, by June 30, utilization figures indicate that there is an unused portion of the Fund, the Learning and Development Committee (HRDF) will jointly agree to use the unused portion to fund the development of learning opportunities for employees during the next fiscal year.

The Terms of Reference for the Learning and Development Committee (HRDF) are described in Common Provisions Appendix G.

The committee has the authority to make decisions regarding strategic disbursements of the funds.

ARTICLE 20 *

LAYOFF AND POSITION DISRUPTION

Preamble

It is recognized that in this unique work environment, communication and cooperation between the Employer and employees is essential. The Employer will not layoff or disrupt an employee when there is work available. The employee(s) will perform work as assigned.

Layoff

20.01 Layoff means a temporary or permanent cessation of work, not including dismissal for cause or at the end of a probation period. It is not normally the reassignment of tasks, duties, work location or work schedule.

20.02 Except where an employee has alternate arrangements approved by the Director, no employee will be laid off when work is available. An employee who refuses to accept available work will be subject to clause 20.11 (c). Available work will be offered to:

- (a) Core Employees, subject to Article 4 (Hours of Work, Professional Responsibilities & Overtime);
- (b) Temporary Employees over 24 months, subject to Appendix C (Current Employee Placement List);
- (c) Temporary Employees under 24 months, subject to Appendix C (Current Employee Placement List).

20.03 No employee will be laid off

- (a) and subsequently rehired in the English Language Program solely to prevent him/her from being continuously employed and then entitled to the application of this Article;
- (b) solely because of unsatisfactory performance (issues of unsatisfactory performance will be dealt with pursuant to the disciplinary process); or
- (c) solely to prevent him/her from having his/her employment extend beyond 24 months and thus be eligible to receive benefits.

20.04 No students (including Post-doctoral Fellows) will perform the regular work of employees where in doing so such action results in the layoff of an employee; however, nothing precludes the Employer from engaging students in legitimate training and learning opportunities.

- 20.05** When layoffs are necessary, employees will be laid off in reverse order of seniority. This includes laying off Temporary Employees under 24 months, in reverse order of their seniority.
- 20.06** During the first three terms **of** an employee's layoff, health benefits under Article 17 (Benefit Plans) will continue to be available provided the employee prepays the premiums. Failure to prepay premiums will result in a loss of coverage.
- 20.07** During the three terms of the employee's layoff, an employee can request to use accumulated vacation entitlements. This request will not change the status or entitlements of an employee under this Article.
- 20.08** During the first three terms of layoff and subsequent to the notice in clause 20.13 (a), an employee who makes a claim under Article 13 (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.

Recall and Severance

- 20.09** At the end of the three terms of layoff, a Core Employee or a Temporary Employee over 24 months will be entitled to choose:
- (a) recall; or
 - (b) severance.

The Employer will meet with the employee to provide written notification that his/her layoff will continue past the third term. The employee will have ten days to make a selection of one of the above two options.

20.10 Application to Temporary Employees Under 24 Months

Pursuant to clauses 20.01 to 20.08, a Temporary Employee under 24 months will, at the end of the three terms, be entitled to two weeks severance pay. **A** meeting will be held with the employee to provide written notice of the layoff.

20.11 Recall

- (a) Employees will be placed on a recall list (separate lists for full-time and part-time employees) for a period **of** up to 24 months from the date of the written layoff notice. If a laid off employee is not recalled within that period, s h e will be deemed terminated and receive no other rights or benefits.
- (b) An employee will be recalled in order of his/her seniority within this Agreement. This will be subject to being qualified for the job and being able to fulfill the duties, or being qualified and able to fulfill the duties through job familiarization,

or with reasonable on-the-job retraining within a training period not to exceed one month. The Employer will make the determination of the above.

- (c) An employee on layoff who does not accept work assigned as per clause 20.02 will forfeit any further rights to recall or severance. 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 within his/her salary range.
- (d) If an employee accepts an employment opportunity of 12 months or less, then the employee will continue to have recall rights until either (1) the recall employment opportunity extends beyond 12 months; or (2) the recall period expires, whichever comes first.
- (e) An employee recalled will be paid the appropriate salary for the new position.
- (f) Human Resources will establish and maintain the recall lists. There will be one recall list for all full-time employees covered by Parts A, B and C of this Agreement. There will be a separate recall list for all part-time employees covered by Parts A, B and 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.

20.12 Severance

- (a) Core Employees or Temporary Employees over 24 months will be entitled to the following severance payments based upon their service:
 - (i) four weeks' pay if the employee has more than two years (24 months) but less than four years (48 months) of continuous service;
 - (ii) two months' pay if the employee has more than four years (48 months) but less than six years (72 months) of continuous service;
 - (iii) three months' pay if the employee has more than six years (72 months) but less than eight years (96 months) of continuous service;
 - (iv) five months' pay if the employee has more than eight years (96 months) but less than ten years (120 months) of continuous service; or
 - (v) six months' pay if the employee has more than ten years (120 months) of continuous service.
- (b) For the purpose of calculating years of employment in (a) above, the time will be counted to the last day of actual work.
- (c) If an employee, subsequent to receipt of severance, is employed at the University within the period of time covered by the severance payment, then the employee

will be required to repay that portion of his/her severance which coincides with his/her employment period. The repayment will be based on the lesser of the salaries in the two jobs. No employee will be paid twice for the same period.

- (d) For the purpose of this Article, a week or month of pay will be pro-rated for the 12 months prior to the layoff.

20.13 Position Disruption

The parties are committed to consultation prior to the implementation of the provisions of this clause. Where the Employer determines that a reorganization will disrupt a Core Employee or a Temporary Employee over 24 months then the following will apply:

- (a) At least ten days prior to the planned formal notice of layoff, Employee Relations will arrange a meeting with the Union and the affected employee(s). The purpose of the meeting is to discuss the details of the reorganization and the anticipated impact on employee(s).
- (b) Where appropriate, an employee on leave of absence may be contacted regarding layoff for the purposes of discussing the planned disruption. Formal notice to that employee will occur on the date of his/her return to work unless the parties agree otherwise. An employee on leave of absence pursuant to clause 20.06 will receive his/her formal notice during the leave of absence.
- (c) Within the period prior to the formal written notice to the affected employee(s), the Union, Employee Relations and the employee(s) will meet to explore methods and alternatives for managing the 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 employee will be laid off in accordance with this Article.
- (d) In the event of a layoff under clause 20.13, the process outlined in clause 20.09 will apply. Where an employee chooses the severance option, a portion of the severance pay may be converted, at the Employer's option, to notice of layoff, to a maximum of the remainder of the term being worked at the time of the notice.

20.14 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 Employer, 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

DISCIPLINE

- 21.01** (a) The Employer follows a progressive process of discipline. The Employer may discipline 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, 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.

21.02 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 supervisor will, as part of the ongoing process of performance management, meet with the employee and make every reasonable effort to clarify expectations, address issues or provide guidance to assist the employee to correct the problem.
- (b) **Letter of Counselling**
A supervisor may give an employee a letter of counselling designed to improve the employee's performance or conduct, which outlines performance expectations. The employee may provide a written rebuttal to the Employer's letter of counselling within a reasonable time. Neither the letter of counselling 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.

21.03 Pre-Disciplinary Actions

(a) Consultation with Employee Relations

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

(b) Investigation

If a supervisor is considering disciplinary action, an investigation into the matter may be necessary to ascertain all the relevant facts prior to making any final disciplinary determination. If an employee is required to attend an investigation interview and it could potentially result in subsequent disciplinary action being taken against that employee, s/he will be entitled to have a Union Steward in attendance and the Employer will inform the employee of this right.

21.04 Employee Right to Representation

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

21.05 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.

21.06 Disciplinary Actions and Due Process

Except where the particular circumstances of a case justify moving immediately to a more serious action, the progressive discipline process allows the Employer to take increasingly serious actions, including consideration of appropriate non-disciplinary action, if a problem with an employee's performance or conduct is not resolved.

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.

Prior to taking any disciplinary action, the Employer will discuss the proposed action with the Union Steward or a Union Representative.

The Employer will hold a disciplinary meeting with the employee.

21.07 Access to Dispute Resolution Process

The employee will have the right to apply Common Provisions Article 14 (Dispute Resolution Process) following any disciplinary action.

21.08 Employee Written Rebuttal

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

21.09 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 five days of the date of mailing.

21.10 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 two years old will be cleared from the employee's Personnel File if no further adverse reports or disciplinary actions have been submitted.

**Salary Scales
Annual**

Appendix A *

**ESL Instructors - Annual Salaries
(Effective July 1, 2009)**

ESL INSTRUCTORS ANNUAL																
GRADE	STEP														LSI*	
	1	1.5	2	2.5	3	3.5	4	4.5	5	5.5	6	6.5	7	8	9	
9	47610.00	48510.00	49500.00	50508.00	51552.00	52560.00	53586.00	54684.00	55710.00	56862.00	57996.00	59184.00	60354.00	62448.00	65250.00	

PeopleSoft**	1	2	3	4	5	6	7	8	9	10	11	12	13	15	17
--------------	---	---	---	---	---	---	---	---	---	----	----	----	----	----	----

*LSI - Long Service Increment restrictions as per Common Provisions, Clause 8.04(c) apply only until October 31, 2009.

** Steps in PeopleSoft for administrative ease only.

APPENDIX B

Article 8 Service

A ranking is used to establish service for employees for use with clause 8.01. The ranking as it exists at the date of signing will be provided to the parties. Initials of the instructors have been published here with the agreement of the instructors.

IK
LA
BG
MC
EP
PB
PD
MMc
DT
PL
LA
LG
JC
MMg
CC

APPENDIX C

LETTER OF UNDERSTANDING

Current Employee Placement

This Appendix explains how the Director will establish Core positions and assign day and evening program work.

1. Core Employees

- (a) The Director will determine whether new Core positions will be created and whether vacated Core positions will be filled. As Core positions are created or vacated, offers will be made to Temporary Employees over **24** months to become Core Employees based on the order listed below.

- 1. LG
- 2. JC
- 3. MM
- 4. CC

- (b) Work is assigned to Core Employees according to Article 4 (Hours of Work, Professional Responsibilities & Overtime).

2. Part-time Work

- (a) An employee may indicate to the Director his/her desire to reduce his/her hours of work. Upon the approval of the Director, this employee will become a Part-time Employee.
- (b) Part-time work may include, but not be limited to, reducing the number of Terms taught or reducing or eliminating Supplemental Work.
- (c) A Part-time Employee may return to full-time employment when s/he applies for a full-time vacancy and is selected for the position.

3. Temporary Employees Over 24 Months

- (a) A Temporary Employee over **24** months will be offered available day program work or other work of equivalent duration as per Article 4 (Hours of Work, Professional Responsibilities & Overtime), Appendix B (Article 8 Service) and Appendix D (Implementation of Agreement – Hours of Work/Assignment of Work).
- (b) Where there is insufficient work available in point 2(a) above, evening or other available work will be offered first to those Temporary Employees over **24**

months, in the order they appear in Appendix B, taking into consideration Article 4 and Appendix D.

- (c) A Temporary Employee over 24 months within the ELP program after January 1, 2001, will not be added to 1(a) above. However, subsequent Temporary Employees over 24 months will have consideration for positions and program work as governed by this Agreement.

4. Temporary Employees Under 24 Months

Temporary Employees under 24 months will be offered day, evening or other available work as per Article 4, Appendix B and Appendix D.

English for Academic Purposes (EAP) ESL 140 and ESL 145 courses are not covered by this Letter of Understanding. Therefore, an employee's refusal to teach these courses will not affect his/her rights under this Letter of Understanding. However, if an employee voluntarily accepts a third consecutive assignment to teach ESL 140 or ESL 145 courses, this will result in an employee's name being removed from Appendix B and s/he will have consideration for positions and program work as governed by this Agreement.

APPENDIX D

IMPLEMENTATION OF AGREEMENT HOURS OF WORK/ASSIGNMENT OF WORK

Annual Balancing of Hours

The work done by the Instructors in the English Language Program is unique. The work is done in high intensity and volume for periods within the year and lower intensity and volume at other times. Further, an assignment of instruction brings with it work relating to marking, preparation, student counselling and other functions for which it is difficult to measure the specific time spent. The result averages to 1800 hours per year.

Leaves pursuant to the Agreement (with pay or without pay) will impact on the final numbers and an accounting will be done each calendar year to ensure that the correct work has been done for the correct pay. The terms of this Appendix will not result in a gain or loss in rights under the Agreement. Therefore, for the purposes of calculations, a day of leave (with pay or without pay) or vacation will be accounted for as 7.0 hours and all leave without pay will be deducted from the 1800-hour yearly total.

Annual Scheduling of Work

Assignments will be made annually using the Hour Credits below to ensure the combination of work, statutory holidays and vacation taken equals an annual level of 1800 hours. If at the end of a calendar year more hours than 1800 have been accumulated, overtime or banked time will accrue to the instructor.

Core Employees will be assigned work on an annual basis subject to student enrollment. The schedule will be based on the following criteria:

- Extenuating circumstances (based on approved leaves or accommodations) will be considered with the minimum number of changes to the master schedule and at the discretion of the Director.
- By service, skills and qualifications.
- Instructors rotate through levels of courses every two terms to ensure skill levels are maintained. The amount of preparation and marking attributable to a course is different from one level of the program to another. Part of the intention when agreeing to deal with hours of work in the fashion herein described is to ensure that, to the extent possible, instructors are not assigned the same level of the program more than twice in a row. There are side advantages to this method, which include keeping instructors up to date in all areas of the program.
- Training/learning programs approved by the Director will be considered when drawing up the master schedule with the minimum number of changes to the master schedule and at the discretion of the Director.

- Preferences for AM/PM teaching will be considered by the Director but will be subject to student numbers and needs; class levels and level rotation; and classroom availability.

The Director's decision is final.

Hours Credits

To that end, this document attempts to lay out the credit in hours, which we have agreed to give to various kinds of work. It is the intent of the parties to retain this measurement unless some major change occurs. For example, presently an Intensive Day Program runs for seven weeks. We have calculated below the number of hours of credit for teaching one of these sections. If a component is added or changed, the number of Hours Credit will be determined by mutual agreement of the parties.

<u>Components</u>	<u>Teaching Hours Credit</u>
Intensive Day Program (IDP)	255.0
- Course Prep	14.0
- Exam	10.5
Evening Class	75.0

Cultural Seminars: Like IDP these credits are based on 7.5 hrs/day x # of days in the Seminar, plus extra preparation as defined by the Employer, in accordance with the following, which reflects the current two, three and four week teaching events.

Two week	75.0
Three week	112.5
Four week	150.0

Supplemental Work (SW) hours per day pro-rated	7.0
<i>(Supplemental Work can include, but not be limited to, staff meetings, placement, registration, professional development and office hours as assigned by the Director.)</i>	

Internet Based Test (iBT):

As iBT is in the initial delivery stage, the following component hours are subject to change.

Ten Week	210.0
----------	-------

If the iBT course is designated as an academic course, iBT may become exclusive work to academic instructors.

COMMON PROVISIONS

Numerical Index

Article		Page
	Preamble	
1	Application and Term of Agreement *	1
2	Definitions **	1
3	Union Recognition	2
4	Union Representation	3
5	Management Rights	5
6	Safety, Wearing Apparel and Tools	5
7	Labour/Management and Health & Safety Committees *	8
8	Performance Reviews and Increments *	10
9	Workers' Compensation Supplement	11
10	Witness or Jury Duty	12
11	Religious Observance	12
12	Resignation	12
13	Position Abandonment	12
14	Dispute Resolution Process	13
15	Job Evaluation *	18
16	Job Evaluation Appeals *	21
17	Joint Committee on Job Evaluation System *	24
18	Discrimination and Harassment Complaints *	24
19	Reduced Duties Leading to Retirement *	31
20	Collective Bargaining *	32

* Article amended

** New Article

Alphabetical Index

Article Name	Article No.	Page
Application and Term of Agreement *	1	1
Collective Bargaining *	20	32
Definitions **	2	1
Discrimination and Harassment Complaints *	18	24
Dispute Resolution Process	14	13
Job Evaluation *	15	18
Job Evaluation Appeals *	16	21
Joint Committee on Job Evaluation System *	17	24
Labour/Management and Health & Safety Committees *	7	8
Management Rights	5	5
Performance Reviews and Increments *	8	10
Position Abandonment	13	12
Reduced Duties Leading to Retirement *	19	31
Religious Observance	11	12
Resignation	12	12
Safety, Wearing Apparel and Tools	6	5
Union Recognition	3	2
Union Representation	4	3
Witness or Jury Duty	10	12
Workers' Compensation Supplement	9	11

* **Article amended**

** **New Article**

Appendices

		Page
Appendix A	Base Pay Plan (July 1,2009) *	34
Appendix B	Non-Academic Job Evaluation System Review *	38
Appendix C	Pay Periods	39
Appendix D1	Terms of Reference and Agreement Respecting Benefits Cost Management *	40
Appendix D2	Support Staff Benefits **	46
Appendix E	Physical Education and Recreation	48
Appendix F	Roster of Agreed Upon Mediators/Arbitrators	49
Appendix G	Learning and Development Committee (HRDF) Terms of Reference *	50
Appendix H	Time Off for Union Business *	52
Appendix I	Discrimination and Harassment Complaints, Formal Complaints And Investigations *	54
Appendix J	Development of Tripartite Process for Discrimination and Harassment Complaints **	59
Appendix K	Roster of Agreed Upon Investigators and Mediators for Article 18 (Discrimination and Harassment Complaints) *	60
Appendix L	Consultation Guidelines – Parts A, B and C Article 20 (Position Disruption) *	61
Appendix M	Recognition of University Service From Outside NASA Bargaining Unit **	63
Appendix N	Administration of the Employee Illness Process **	65
Appendix O	University of Alberta Disciplinary Process	67
	Memorandum of Settlement	70
	Signing Page	72

* Appendix amended

** New Appendix

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 recognize that our working relationship relies on respectful behaviour, including:

- Behaving with honesty, consistency and integrity
- Listening to what others have to say, without interruption
- Being open-minded to other's feedback, ideas and suggestions
- Managing emotions
- Identifying and addressing differences quickly, encouraging people in conflict to try to resolve disagreements themselves through constructive, face-to-face dialogue before involving others
- Intervening when personal differences (or tests of will) are impairing ability to solve issues, taking steps to resolve such differences and to re-focus energies on problem solving
- Preventing personal attacks and behaviours that intentionally discredit or undermine others
- Following through on commitments
- Supporting people who work together and processes that promote cooperation, and working to correct disrespectful behaviour
- Making effective use of existing processes to resolve disagreements and overcome impasse

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 *

APPLICATION AND TERM OF AGREEMENT

1.01 Application of the Collective Agreement

Consolidated Collective Agreement including Common Provisions

Part A – General Support Operating Employees Agreement

Part B – General Support Trust Employees Agreement

Part C – English as a Second Language Instructors Agreement

Where Parts A, B or C have specific provisions which conflict with the language in the Common Provisions, the specific provision contained in the applicable Part will apply.

1.02 Term of the Collective Agreement

Unless otherwise expressly provided herein, all four parts of the Consolidated Collective Agreement (consisting of this Part and Parts A, B, and C) will take effect on the date of ratification by the parties until March 31, 2012. The Consolidated Collective Agreement will remain in effect thereafter until a replacement Consolidated Collective Agreement comes into force.

ARTICLE 2 **

DEFINITIONS

In this Agreement:

- 2.01 “**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).
- 2.02 “**Department**” means a teaching department, a faculty office, an administrative office or a service unit under the administrative authority of the Employer.
- 2.03 “**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.
- 2.04 “**Designated Employer Representative**” (**DER**) means a senior administrative level representative with the authority to resolve a dispute under Common Provisions Article 14 (Dispute Resolution Process).
- 2.05 “**Director, HRCS**” means the Director, Human Resource Consulting Services, of the University of Alberta.
- 2.06 “**Employer**” means the Governors of the University of Alberta.

- 2.07** “**Increment**” means the difference between one step and the next full step on a salary grade as set out in Common Provisions Appendix A.
- 2.08** “**NASA**” means the University of Alberta Non-Academic Staff Association.
- 2.09** The “**parties**” are the Employer and the Union.
- 2.10** “**Supervisor**” means any person whose job function requires him/her to organize, direct and control the work of others, so designated by the Employer.
- 2.11** “**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 or his/her designee.
- 2.12** “**Union**” means NASA.

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

ARTICLE 4

UNION REPRESENTATION

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

Union Steward Program

4.02 The parties recognize that when dealing with issues of labour relations, the most effective resolutions are made by those directly affected. The intent of the Union Steward Program is to allow for the representation of employees to encourage resolution of concerns, complaints, or grievances at the earliest opportunity.

4.03 (a) The parties agree that it is desirable to have the broadest representation of Union Stewards across the University; and the Union will make their best efforts to ensure that the appointment of Union Stewards is compatible with operational needs so as to avoid over representation or over utilization in any particular work area. Should any Union Steward be over utilized, the parties will meet to review and resolve the matter.

(b) The maximum number of Union Stewards elected will be three per cent 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 nine NASA Executive members to attend regular executive meetings, not more than once per week;
 - (v) a maximum of four 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 four for members to attend negotiations and reasonable time for preparation;
 - (iii) a maximum of 75 members to a maximum of one hour per month and necessary travel time not to exceed one hour, to attend meetings of the Council; requests to apply this clause will be made to the Director, HRCS by the Union at least one week before the date of the Council meetings.

- (iv) employees to attend to Union business, subject to operational requirements; the employee must make the necessary arrangements with his/her supervisor.

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

- 4.08** The Union will provide written notification to the Director, HRCS, 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 14 (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 has reasonable and probable grounds that lead him/her to believe his/her work or worksite is unsafe,
- (i) she will have the right to refuse to enter or leave an area if his/her personal safety may be endangered,
 - (ii) she will immediately report the condition to his/her supervisor,
 - (iii) the supervisor will make all reasonable efforts to remedy the concern immediately, and
 - (iv) 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.
 - (v) 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 resolved.
- (b) As per clause 6.02 (a), 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, she 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 Director of Operations, 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, and any other external person who enters into an agreement with the University, are fully compliant with the University's established health and safety practices and will take all measures to minimize the risks to all employees.

Protective Eyewear, Equipment, Clothing and Footwear

- 6.06** Where hazard assessments identify the need for special wearing apparel, protective eyewear, equipment, clothing or footwear, the following will apply:
- (a) The Director, Environmental Health and Safety, or designee will determine the appropriate protective eyewear, equipment, clothing or footwear for that activity/area.
 - (b) Where protective eyewear, equipment, clothing or footwear is required, employees will be provided with the required items, including replacements, at no cost to the employee.
 - (c) Where the employee requires prescription eyewear, the protective eyewear will be of a design that will fit over the employee's prescription eyewear. Where the design of protective eyewear cannot accommodate the employee's prescription eyewear, prescription protective eyewear will be provided as per clause 6.06 (b).
 - (d) Where Canadian Standards Association (CSA) approved protective footwear is required but not provided per clause 6.06 (b), 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.
 - (e) Notwithstanding clause 6.06 (d) (ii), auxiliary employees and apprentices will receive the payment in clause 6.06 (d) (ii) when their service exceeds 12 months.
 - (f) An employee or the Union may request an assessment of the need for protective eyewear, equipment, clothing or footwear. The assessment will be done within 30 days of the request.
 - (g) In the event of disagreement over the need for protective eyewear, equipment, clothing or footwear, the Director, Environmental Health and Safety, or designee will make a final determination.

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.

Wearing Apparel

6.08 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.

Casual Employees

6.09 The provisions of this Article apply to Casual employees except:

- (a) clause 6.06 (d) does not apply to Casual Level 1 employees and
- (b) clause 6.06 (d) (ii) does not apply to Casual Level 2 employees.

Supplemental Tradespersons

6.10 The provisions of this Article apply to Supplemental Tradespersons, however clause 6.06 (d) (ii) does not apply and clause 6.06 (d) (i) and (iii) apply after 12 continuous months of employment.

ARTICLE 7 *

LABOUR/MANAGEMENT AND HEALTH & SAFETY COMMITTEES

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, the Labour/Management Committee and Health & Safety Committee have been established.

Labour/Management Committee

7.02 The mandate of the Labour/Management Committee is to:

- (a) review matters relating to the maintenance of good relations between the parties,
- (b) investigate conditions causing grievances and misunderstandings and recommend appropriate resolution,
- (c) make recommendations on educational programs,
- (d) resolve problems pertaining to the interpretation and administration of this Agreement,
- (e) discuss matters of mutual interest or concern,
- (f) make recommendations on changes to the Agreement, to their respective principals, and
- (g) exchange relevant information.

7.03 The Committee will:

- (a) establish sub-committees as it deems necessary and will set their terms of reference,
- (b) ensure proper training of Committee members, and
- (c) take minutes, distribute copies to Committee members and distribute decisions in an appropriate manner.

7.04 The Committee will comprise an equal number of Employer and Union representatives, with each appointing a minimum of two and a maximum of four Committee members. The Committee may call upon additional persons as resource experts.

7.05 The Committee will meet monthly, with the exception of the summer months, and additional meetings may be held by mutual agreement between the parties. The Employer representative, or designee, and the Union representative, or designee, will alternate in chairing the meetings of the committee.

7.06 Employees will not suffer any loss of regular earnings for time spent on this Committee or its ad hoc sub-committees.

Health & Safety Committee

7.07 The mandate of the Health & Safety Committee is to:

- (a) review and resolve environmental health and safety issues that have not been resolved at the worksite level,
- (b) review matters relating to the maintenance of good relations between the parties,
- (c) make recommendations on health and safety educational programs,
- (d) discuss matters of mutual interest or concern,
- (e) make recommendations on changes to the Agreement, to their respective principals, and
- (f) exchange relevant information.

7.08 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 distribute decisions in an appropriate manner.

7.09 The Committee will comprise an equal number of Employer and Union representatives, with each appointing a minimum of two and a maximum of four Committee members. The Committee may call upon additional persons as resource experts.

7.10 The Committee will meet at least five times annually and additional meetings may be held by mutual agreement between the parties. The Employer representative, or designee, and the Union representative, or designee, will alternate in chairing the meetings of the committee.

7.11 Employees will not suffer any loss of regular earnings for time spent on this Committee or its ad hoc sub-committees.

ARTICLE 8 *

PERFORMANCE REVIEWS AND INCREMENTS

8.01 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, including contributions to the University community outside of the immediate work area or work assignment, and
- (f) guidance and support to enhance employee performance.

8.02 Performance Reviews

The supervisor and employee will complete a written summary of the discussions outlined in clause 8.01 and an evaluation of the employee's performance:

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

8.03 Rebuttal

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

8.04 Performance Increments

- (a) Performance increment(s) are awarded for satisfactory or better performance, upon the recommendation of the Department Head/Trustholder, after each annual review period using the base pay grade assigned within the Salary Appendix for the employee's present position.
- (b) Increments will not be awarded for performance that is less than satisfactory. Withholding an increment is a disciplinary action and Part A Article 26, Part B Article 18 or Part C Article 21 (Discipline) applies. The employee will be advised in writing by the supervisor prior to the review date that the increment is in jeopardy. Barring unforeseen developments, this notice will normally occur a minimum of four months prior to his/her annual performance review date. The notice will include the areas requiring improvement. A follow-up meeting will normally occur approximately one month prior to the performance review date.
- (c) There will be a maximum of two 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.

Effective November 1, 2009, clause 8.04 (c) will no longer be in effect – Steps 8 and 9 will no longer be considered long service increments. As of November 1, 2009, eligible employees at Step 7 move to Step 8 on their next annual review date.

ARTICLE 9

WORKERS' COMPENSATION SUPPLEMENT

- 9.01** 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 Part A Article 17, Part B Article 9 or Part C Article 13 (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 the relevant article, but such payments will not reduce his/her general illness entitlement for that year.
- 9.02** 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 and General Illness provisions. Such absence will be considered authorized leave without pay.

ARTICLE 10

WITNESS OR JURY DUTY

- 10.01** 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.
- 10.02** 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.
- 10.03** The employee scheduled to work day shift will work during those working hours that s h e 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 11

RELIGIOUS OBSERVANCE

- 11.01** 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 12

RESIGNATION

12.01 Notice of Resignation

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

ARTICLE 13

POSITION ABANDONMENT

- 13.01** An employee absent from employment without permission and without informing the Employer will, after three 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 14

DISPUTE RESOLUTION PROCESS

14.01 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.

14.02 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 two or more employees in the same department. Such grievance will be initiated at Step 2 of the Grievance Procedure.

(c) **Policy Grievance**

A policy grievance will be defined as any difference arising out of the interpretation, application, operation, administration, or any contravention or alleged contravention of this Agreement, and affecting either party and/or more than one employee in more than one department. Such grievance will be initiated at Step 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.

14.03 Procedure

(a) **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.

(b) **Facilitation**

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

(c) **Expectations**

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

(d) **Step 1 Immediate Supervisor**

Within ten 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 five days of the employee's request for a meeting. The immediate supervisor's response will be provided to the employee in writing within five days of the discussion. If the dispute is not

resolved satisfactorily, it may then be advanced to Step 2 within ten days of receipt of the immediate supervisor's response.

(e) **Step 2 Director, HRCS, and Designated Employer Representative (DER)**

- (i) If a dispute has been advanced to Step 2, the grievance will be submitted in writing to the Director, HRCS, who will provide a copy to the DER. The Union and the Employee Relations Officer will prepare a statement of agreed facts and identify the facts in dispute, for use in the Step 2 process only. This statement will be provided to all parties within five days of the submission of the grievance.
- (ii) The Union, the Director, the DER and any affected party will hold a problem-solving meeting, and further discussions if appropriate, to attempt to resolve the grievance. The meeting will be held within ten days of the 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.
- (iii) If the grievance cannot be resolved through discussion, the Director and the DER will state the Employer's position in writing and provide it to all affected parties within five days of the problem-solving meeting. If this position does not resolve the grievance to the satisfaction of the Union, it may be advanced to Step 3 within 30 days of receipt.

(f) **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.

14.04 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.

14.05 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 five days after receipt of notification provided for in clause 14.05 (a), the party receiving such notice will
 - (i) inform the other party of the name of its nominee to a board of arbitration;
or
 - (ii) arrange to discuss with the other party the selection of a single arbitrator.
- (c) The parties may select one person to act as a sole arbitrator to whom any such grievance may be submitted for arbitration and such person will have the same powers and be subject to the same restriction as a board of arbitration appointed under this Agreement.
- (d) Where agreement cannot be reached on a single arbitrator, a board of arbitration will be established.

Where the nominees to a board have been named by the parties, they will within ten days endeavor to select a mutually acceptable chairperson for the arbitration board. The nominees will consider arbitrators both on and off the attached roster (Appendix F). 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 F, for the purpose of revision.

ARTICLE 15 *

JOB EVALUATION

15.01 Preamble

The parties acknowledge that the job evaluation system is a critical component of ensuring appropriate compensation and internal equity of positions. Human Resources (HR) will facilitate ongoing education regarding job evaluation, designed to advise employees on their role in the process and to assist Department Heads in meeting their obligations under this Article.

15.02 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.

15.03 Job Documentation

- (a) **"Job Fact Sheet"** is the document used by the Employer for the purposes of job evaluation which must include details of the duties of the position and required minimum qualifications.
- (b) The Employer will strive to ensure that a Job Fact Sheet exists for each position of greater than 12 months duration. Upon request, HR will provide copies of these documents to the Union, along with the assigned grade level and job family

as specified in each of Parts A, B or C as applicable. Departments are encouraged to prepare a Job Fact Sheet for jobs of less than 12 months duration.

- (c) The Department Head will provide a copy of the current Job Fact Sheet to an incumbent upon date of hire. The Department Head will also ensure that the Job Fact Sheets are kept current and will provide the incumbent with a copy.

15.04 Job Documentation Process

- (a) Where there is an incumbent, every effort will be made to ensure that Job Fact Sheets are written jointly by the supervisor and the incumbent and upon completion signed by each; however, the incumbent's signature is not a requirement
- (b) Completed Job Fact Sheets will be reviewed and approved by the Department Head prior to forwarding to HR. The Department Head may revise the Job Fact Sheet. Where this is done, the revisions will be reviewed with the incumbent and the incumbent will be provided a copy of the revised Job Fact Sheet.
- (c) The process of writing, signing and forwarding Job Fact Sheets to HR noted under clauses 15.04 (a) and (b) should not exceed three months from initiation by the employee under clause 15.06.
- (d) If any difficulties arise in completing the Job Fact Sheet or in agreeing on its contents, the incumbent, supervisor or Department Head may request the assistance of HR to mediate and resolve the difficulties. The incumbent may be accompanied by a Union Representative to assist the incumbent in presenting his/her concerns. Failing agreement, HR and the Department Head will determine the appropriate content of the Job Fact Sheet.

15.05 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 incumbent within ten 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 and the incumbent. On a monthly basis, HR will provide the Union with a report that details the positions evaluated during the course of the previous month. If during the evaluation process HR has questions or requires

further information regarding the Job Fact Sheet, they will enter into discussions with the Department Head, the supervisor or the incumbent, as appropriate.

- (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 36 months. Disagreements between Compensation & Job Design and the incumbent and/or the Department regarding whether or not a job has significantly changed will be forwarded to the JEAC Chair. The JEAC Chair together with one Employer appointee and one Union appointee will review the relevant information and make a final and binding decision.
- (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.

15.06 Requests By Incumbents for a Review of Job Duties/Evaluation

- (a) An incumbent 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 15.04.
- (b) The effective date of employee requests will normally be the date the Department Head signed off the Job Fact Sheet under clause 15.04 (b).

15.07 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 15.04.
- (b) The effective date of Department Head requests will normally be the date the Department Head signed off the Job Fact Sheet under clause 15.04 (b).

15.08 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, as per clause 15.05 (c). In the event that the Union disagrees with the evaluation decision an appeal may be initiated by the Union in accordance with Article 16 (Job Evaluation Appeals).

15.09 Appeals

An incumbent or Department Head may appeal an evaluation in accordance with Article 16 (Job Evaluation Appeals). Such an appeal will not be considered a grievance under Article 14 (Dispute Resolution Process) of this Agreement.

15.10 Re-evaluation to a Higher Grade

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

15.11 Re-evaluation to a Lower Grade

- (a) When a position is re-evaluated to a lower grade level, the incumbent's base pay will remain unchanged. If the incumbent'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 she 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 16 *

JOB EVALUATION APPEALS

16.01 Purpose

The purpose of the Job Evaluation Appeals process is to provide a method of challenging the evaluation results of positions and/or the allocation of positions to job families under Article 15 (Job Evaluation). An appeal may be submitted by an incumbent or a Department Head. It is not the intent of the Appeals process to address minor changes to job duties or concerns relating to job content. All of the time limits referred to in this Article will be exclusive of Saturdays, Sundays, paid holidays or official University-wide days off.

16.02 Job Evaluation Appeals Procedure

- (a) An incumbent or Department Head may appeal within 60 days from the date a job evaluation decision is confirmed in writing. The appeal document must include the reasons for the appeal and any other information that the appellant feels is relevant. Appeals will be submitted to the Manager, Compensation & Job Design, with copies to the immediate supervisor, incumbent and the Department Head (as applicable).

- (b) Within 20 days from the date of receipt of the appeal, the Manager, Compensation & Job Design, will reply in writing to the appellant stating one of the following:
 - (i) the reason for the success of the appeal,
 - (ii) the reason for the failure/denial of the appeal; or
 - (iii) notification of the Consultant assigned to conduct a second evaluation.
- (c) Where another Consultant is assigned to conduct a second evaluation, the process including the Manager's decision will be finalized and confirmed in writing to the incumbent, where there is one, and the Department Head within 65 days of the Manager's first response under clause 16.02 (b). The Manager's decision will include the outcome of the appeal including rationale for the decision.

16.03 Advancement of Appeals

If the appellant is dissatisfied with the response from the Manager, Compensation & Job Design, the appellant has 20 days from the date of notification to advance the appeal. The appellant will provide notification of the advancement of the appeal to the Chair of the JEAC with a copy to the Manager, Compensation & Job Design, which includes:

- (a) the original documentation submitted under clause 16.02, and
- (b) the response by the Manager, Compensation & Job Design, and
- (c) additional relevant information the appellant may wish to provide.

If the incumbent chooses s/he may request the assistance of the Union.

16.04 The Job Evaluation Appeals Committee (JEAC)

- (a) Composition – The JEAC will consist of the following:
 - (i) five members appointed by the Employer,
 - (ii) five members appointed by the Union, and
 - (iii) a chair mutually agreed to by the Employer and the Union.

For appeal hearings, the panel will consist of five members, two Employer appointees, two Union appointees and the Chair.

- (b) Terms for Committee members – the terms of appointment for the JEAC will be as follows:
 - (i) the Chair will be appointed for a term of five years.
 - the Chair will be an Employer member and a Union member, on a rotational basis.
 - (ii) terms for all other Committee members will be for three years.
 - (iii) Committee members may be re-appointed for a maximum of one additional term, subject to mutual agreement of the parties.

- (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:
 - a. set its own procedure,
 - b. determine the admissibility of any information brought before it, and
 - c. seek whatever necessary information or clarification from involved persons, including, but not limited to:
 - the Department Head or designee,
 - the incumbent,
 - the incumbent’s supervisor(s), or
 - Human Resources.
 - (iii) The Committee will hold a hearing within 20 working days from the date of receipt of the appellant’s written appeal under clause 16.03.
 - (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) Within ten days from the date of the hearing, the Chair will issue the written decision of the Committee. A copy will be forwarded to the incumbent, the Department Head, the Manager, Compensation & Job Design, and the Union (if applicable). The Chair’s response will include detailed rationale for 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.

16.05 Modification of Time Limits

The time limits fixed in this Article may be altered by mutual consent of the applicable parties.

Such consent will not be unreasonably withheld.

ARTICLE 17 *

JOINT COMMITTEE ON JOB EVALUATION SYSTEM

- 17.01** 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.
- 17.02** The Committee will comprise an equal number of Employer and Union representatives, with each appointing a minimum of two and a maximum of four Committee members. The Committee may call upon additional persons as resource experts.
- 17.03** The Committee will meet at the request of either party, but no less than twice per year. The Committee will be co-chaired.

ARTICLE 18 *

DISCRIMINATION AND HARASSMENT COMPLAINTS

Purpose

- 18.01** All members of the University community are responsible for creating and maintaining a respectful, productive work environment that is free of discrimination and harassment. Discrimination or harassment will not be tolerated.
- 18.02** This Article describes the process for initiating, investigating and resolving discrimination and harassment complaints. It applies to any discrimination or harassment complaint in which the Union or its members are involved as complainant, respondent or witness. This Article does not confer any rights or entitlements upon complainants or respondents who are not covered by this agreement (except as provided under “Appeal of Findings”). Other processes will apply to complainants, respondents or witnesses who are not covered by this Agreement, and may require concurrent processes to address a single complaint.

Guiding Principles

- 18.03** Any allegation of discrimination or harassment is a matter of serious concern. Discrimination and harassment complaints will be addressed and resolved quickly, wherever possible.
- 18.04** Where appropriate, complainants and respondents are encouraged to resolve their differences themselves or with the help of a third party.
- 18.05** Steps should be taken to minimize disruption to the workplace resulting from a complaint.

18.06 Disciplinary action will be taken if it is determined that deliberately false allegations of discrimination or harassment have been made.

Definitions

18.07 “Discrimination” is any act or omission based on race, religious beliefs, colour, gender, mental or physical disability, marital status, age, ancestry, place of origin, family status, source of income, sexual orientation or political belief, that:

- (a) results in loss of or limit on opportunities to work or fully participate in campus life, and/or
- (b) offends the dignity of the person.

Sexual harassment is a form of gender discrimination.

18.08 “Harassment” is conduct or comment, either one-time or repeated that:

- (a) is demeaning, intimidating, threatening, or abusive, and
- (b) is not trivial or fleeting in nature, and
- (c) causes offence and should have reasonably been expected to offend, and
- (d) serves no legitimate work purpose, and
- (e) undermines authority or respect in the workplace, or impairs work performance, or limits opportunities for advancement or the pursuit of education or research, or creates an intimidating, hostile or offensive work or learning environment.

18.09 “Complainant” is:

- (a) A person who believes they have been a victim of discrimination or harassment and initiates a complaint, or
- (b) The Union or Employer, when either party believes a person(s) has been a victim of discrimination or harassment and initiates a complaint.

18.10 “Respondent” is

- (a) A person who has been accused of discrimination or harassment by a complainant, or
- (b) The Union or Employer.

18.11 “Case Manager” is:

A person designated by the Employer to coordinate the processing of the complaint and to inform the parties of their obligations.

18.12 “Intake Officer” is:

A person designated by the Employer, endorsed by the Union, and who is skilled in the assessment of discrimination and harassment complaints.

Rules of Application

18.13 Relationship to Other Processes and Articles

- (a) If a discrimination or harassment complaint is part of a broader dispute involving the alleged violation of other provisions of the agreement (or emerges during consideration of that broader dispute), then the portion relating to the discrimination or harassment complaint will be addressed under this Article. Discrimination and harassment complaints will not be addressed by the Dispute Resolution Process except where specifically provided by this Article.
- (b) Order of Proceedings:
Except for a grievance under clause 18.34, any grievance under this Collective Agreement related to discrimination or harassment, whether in whole or in **part**, will proceed concurrently with this formal complaint process, unless the grievance or complaint is held in abeyance by agreement of the parties. However, a grievance will not proceed to clause 14.05 (Step 3 Arbitration) unless the Article 18 process is concluded or the parties have otherwise agreed.

18.14 Confidentiality

Respect for confidentiality is fundamental to the success of the process. **All** persons involved in a complaint will respect the confidentiality of the complaint and information exchanged through the complaint process. Information relating to the complaint will be disclosed only to the extent necessary to:

- (a) establish interim measures,
- (b) discuss, initiate, investigate and resolve the complaint,
- (c) implement the resolution of the complaint,
- (d) conform to the principles of due process and natural justice,
- (e) satisfy legal requirements, and
- (f) ensure the health and safety of employees in the workplace.

The case manager will be informed immediately of any breach of confidentiality. A breach of confidentiality may constitute misconduct and may result in discipline imposed by the Employer.

18.15 Role of the Union Representative

When representing employees under this Article, the role of the Union Representative is to:

- (a) witness the undertakings,

- (b) advise the employee of his/her rights and obligations,
- (c) facilitate the investigation and resolution of a complaint, and
- (d) act as advocate in appeals and adjudications.

The Union Representative will discharge these responsibilities without impeding the investigation and resolution of a complaint.

18.16 Due Process and Natural Justice

This Article will be interpreted and applied in conformity with the following principles of natural justice and due process:

- (a) the presumption of innocence,
- (b) all involved parties being advised of their rights under this Article,
- (c) employees being entitled to representation by the Union, in accordance with clause 18.15,
- (d) the right to representation for complainants or respondents not represented by the Union,
- (e) the right of respondents to know the identity of the complainant and details of a complaint,
- (f) the timely and objective investigation of complaints,
- (g) protection of involved parties from reprisals or interference in the investigation of complaints for the individuals involved,
- (h) the right of complainants and respondents to be kept informed of the status of a complaint,
- (i) the opportunity for complainants and respondents to present information in support of their positions and to defend themselves against allegations,
- (j) the use of the Reasonable Person Standard,
- (k) the right of complainants and respondents to receive clarification of the investigator's findings, if needed.

Under this Article, the principles of natural justice and due process do not confer any rights upon complainants or respondents to examine or cross-examine witnesses, except at hearings under clauses 18.31 and 18.34.

18.17 Reasonable Person Standard

The Reasonable Person Standard will be applied in assessing the motivations, actions and reactions of a complainant, respondent, or witness to a complaint. The standard refers to how others would reasonably and ordinarily think, feel, act or react under the same conditions and circumstances.

18.18 Concerns with the Process

If a complainant, respondent, the Union or the Employer has a concern with the application of this process, they will inform the intake officer or case manager of their concerns at the earliest opportunity. All parties are expected to attempt resolution of such concerns in ways that allow the process to move forward.

18.19 Witnesses

Witnesses are expected to cooperate with a formal investigation. Witnesses who are required to meet with the investigator are entitled to Union representation.

18.20 Withdrawing a Complaint

A complainant may withdraw his/her complaint at any stage of the process. If this occurs after a formal complaint is initiated, the case manager will:

- (a) explore and document the reasons for withdrawing the complaint with the complainant, and
- (b) refer the matter to the appropriate manager for consideration of remedies, corrective action, discipline or other measures.

18.21 Time Limits

“Days” when used in this Article means working days. Time limits may be extended by agreement of the Union and Employer. Such extensions will be confirmed in writing.

18.22 Receipt of Documents

Any documents to be provided to the complainant or respondent under this Article will be deemed to have been received if personally delivered, couriered or mailed in a pre-paid registered envelope. Where notice is couriered or mailed in a pre-paid registered envelope, it is deemed to have been received within two days of the date of sending.

18.23 Documentation

Except for remedies, discipline and corrective action, there will be no reference to a discrimination or harassment complaint placed on the personnel files of a complainant, respondent or witness.

Informal Resolution

18.24 Complainants are encouraged, as circumstances permit, to work out their differences with respondents in a fair and respectful manner without having to resort to the formal complaint process.

18.25 A complainant is encouraged to make it known at the earliest opportunity to the respondent that the respondent’s conduct or comments are unwelcome and not acceptable. The complainant should keep a record of the dates, times and nature of the unwelcome conduct or comments, and the names of any people who may have witnessed

the incident(s). The complainant should also keep a record of any action they may have taken to stop the unwelcome conduct or comments.

- 18.26** A complainant who is uncomfortable about communicating directly with the respondent may seek the help of a trusted person or third party to facilitate discussions and assist with informal resolution.

Formal Complaints

- 18.27** Procedures for initiating, investigating and resolving formal complaints are described under Appendix I (Formal Complaints and Investigations).

Appeal of Findings

The following provisions apply to appeals of the findings of formal investigations:

- 18.28** Within ten days of receiving the investigator's report, the Employer or Union may appeal the investigator's findings to an external adjudicator. The adjudicator will be jointly selected by the Union and Employer from a list agreed by the parties under Appendix F (Roster of Agreed Upon Mediator/Arbitrators). The cost of the adjudication will be shared equally by the parties.

- 18.29** The party initiating the appeal will include the following information in its notice of appeal:

- (a) the grounds for the appeal (as per clause 18.30),
- (b) the particulars in support of the appeal, and
- (c) whether it is believed a hearing is required.

The initiating party will provide its notice of appeal to the other party, the complainant, the respondent and the adjudicator. The initiating party will provide a copy of the investigator's report to the adjudicator.

- 18.30** The role of the adjudicator is to determine if either or both of the following has occurred:

- (a) a substantial and fundamental error in process has been made that could not reasonably have been foreseen before the investigator's report was released or was raised but not addressed, or
- (b) the evidence before the investigator does not reasonably support his/her findings.

- 18.31** The adjudicator will be guided by the parties' desire to resolve inquiries under this Article in a timely, efficient and effective manner, while reducing conflict and stress for those involved, and respecting the dignity of all individuals affected by the process. The adjudicator will:

- (a) review the investigator's final report and the notice of appeal,

- (b) conduct a case management meeting with the parties before proceeding;
- (c) at any time during or following the case management meeting as per clause 18.31 (b), consider whether mediation is appropriate and suggest same to the parties;
- (d) determine if a complainant or respondent who is not covered by this Agreement should have standing in the adjudication process,
- (e) determine whether a hearing is required, and if so, whether new information will be received at the hearing and the nature and scope of that information;
- (f) only conduct a new hearing where the justice of the case may require it;
- (g) give full opportunity for the parties and those with standing to be heard,
- (h) normally only address those grounds expressly raised and particularized in the Notice of Appeal. Where the adjudicator feels duty-bound to expand beyond those grounds, a case management meeting with the parties must be held before proceeding.

18.32 The adjudicator may:

- (a) confirm the findings of the investigator in whole or in part, or
- (b) refer the matter back to the investigator with direction, or
- (c) make any finding that in his/her opinion ought to reasonably have been made by the investigator.

18.33 The Employer will determine the appropriate remedy(ies), discipline or corrective action(s) no later than ten days after receiving the adjudicator's decision. Within this ten day period, the Employer will notify the Union of any remedy(ies), discipline or corrective action(s) that applies to its members. Remedies will also be considered for respondents who are the victims of false allegations of discrimination or harassment. A breach of confidentiality may be taken into account by the Employer when determining the appropriate remedy(ies), discipline or corrective action(s).

Dispute Resolution Process

- 18.34** (a) Remedies, discipline or corrective actions may be grieved under Article 14 (Dispute Resolution Process) by the Union on behalf of a member who is a complainant or respondent. The dispute will commence at Step 2, and timelines for initiating the dispute will commence from the date the Employer informs the Union of the remedy(ies), discipline or corrective action(s).
- (b) Where the investigator's findings have been the subject of an appeal pursuant to clause 18.28, the parties may mutually agree to appoint the same adjudicator to serve as arbitrator for any related grievance.

ARTICLE 19 *

REDUCED DUTIES LEADING TO RETIREMENT

19.01 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

19.02 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.

19.03 Long Term Disability would be based on the reduced hours of work and the premiums paid accordingly. The provisions for part-time employees under the appropriate Part A, B or C will be applied to employees electing this program.

19.04 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.

19.05 Except as noted in clause 19.04 above, the provisions of the Leave Without Pay articles of the applicable Part A, B or C respecting applications for leave will apply to arrangements for reduced hours of work pursuant to this Article. Once a leave agreement for reduced hours of work and election to retire is approved by the Employer pursuant to this Article, the agreement cannot be amended or rescinded except by mutual agreement between the parties.

19.06 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.

19.07 In order to be eligible, the employee must:

- (a) propose a retirement date within the term of the collective agreement or within the four year period beyond its expiry date, and
- (b) be eligible to retire on the proposed date (i.e., be 55 years of age with a minimum of two years pensionable service), and
- (c) have been employed by the Employer for a minimum of 36 consecutive months at the time that reduced duties commence, and
- (d) meet any other restrictions imposed by the Public Service Pension Plan or Canada Revenue Agency.

ARTICLE 20

COLLECTIVE BARGAINING

20.01 Notice to Commence Collective Bargaining

- (a) Either party may give the other notice in writing of its intention to commence bargaining with a view to striking a new Agreement, not less than 60 nor more than 120 days prior to the expiry date of this Agreement. At the first meeting between the parties following such notice, the parties will simultaneously exchange their respective total proposal, whereupon neither party will table any further new and unrelated proposal except by mutual agreement. Notwithstanding the above, the parties may, by mutual agreement, adopt a different procedure.
- (b) Any notice required to be given will be deemed to have been significantly given or served if personally delivered or mailed in a prepaid registered envelope. Where notice is mailed in a prepaid registered envelope addressed to the appropriate party, it is deemed to have been received within two days of the date of mailing.
- (c) Notice for the purpose of this Agreement will be addressed in the case of the Employer, to the AVP (HR), or in the case of the Union to the Director of Operations, Non-Academic Staff Association.

20.02 Composition and Mandate of the Negotiating Committee

- (a) Where notice to commence collective bargaining has been served by either party, a negotiating committee will be appointed normally consisting of four persons appointed by the Employer and four persons appointed by the Union.
- (b) The negotiating committees will be appointed for the purpose of negotiating terms and conditions of employment for the Consolidated Collective Agreement (i.e., Common Provisions, Part **A**, Part B and Part C).

20.03 Collective Bargaining Process

- (a) The specific bargaining process undertaken and any issues of procedure will be determined prior to the formal commencement of negotiations. The parties agree that an interest-based approach to collective bargaining is supported as one viable method for collective bargaining.
- (b) Collective bargaining and disputes will be governed in accordance with the provisions of the *Public Service Employee Relations Act* or as otherwise may be agreed to between the parties.
- (c) The Employer agrees to provide to the Union such available statistical information relating to employees in the bargaining unit and pertaining to the provisions of the Consolidated Collective Agreement, provided the release of the information is not in violation of any legislation and provided the cost involved is borne by the Union, at the option of the Employer.

20.04 Conclusion of an Agreement

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

**Salary Scales
Hourly Rates of Pay**

Appendix A

**Operating/Trust/ESL* - Hourly Rates of Pay
(Effective July 1,2009)**

GRADE	STEP													LSI**	
	1	1.5	2	2.5	3	3.5	4	4.5	5	5.5	6	6.5	7	8	9
1	13.42	13.69	13.94	14.17	14.42	14.68	14.91	15.18	15.45	15.72	16.00	16.29	16.54	17.11	17.72
2	14.50	14.76	15.01	15.28	15.56	15.84	16.12	16.37	16.67	16.98	17.28	17.61	17.86	18.48	19.12
3	15.95	16.22	16.47	16.78	17.07	17.38	17.68	18.01	18.32	18.65	18.95	19.28	19.63	20.32	21.04
4	17.38	17.69	18.01	18.32	18.65	18.97	19.29	19.63	19.93	20.32	20.69	21.05	21.42	22.14	22.94
5	18.97	19.33	19.67	20.04	20.38	20.76	21.13	21.51	21.88	22.30	22.70	23.11	23.51	24.34	25.21
6	20.77	21.16	21.53	21.97	22.36	22.76	23.18	23.62	24.06	24.51	24.96	25.44	25.87	26.88	27.92
7	22.61	23.05	23.47	23.91	24.35	24.85	25.31	25.83	26.29	26.80	27.31	27.81	28.35	29.43	30.53
8	24.46	24.93	25.44	25.90	26.39	26.91	27.41	27.98	28.50	29.08	29.63	30.21	30.82	32.01	33.21
9	26.45	26.95	27.50	28.06	28.64	29.20	29.77	30.38	30.95	31.59	32.22	32.88	33.53	34.86	36.25
10	28.45	29.07	29.64	30.25	30.89	31.55	32.16	32.84	33.48	34.19	34.87	35.60	36.30	37.73	39.18
11	30.49	31.14	31.81	32.48	33.14	33.84	34.56	35.31	36.02	36.79	37.52	38.35	39.13	40.79	42.48
12	32.49	33.20	33.90	34.66	35.40	36.17	36.93	37.74	38.51	39.38	40.21	41.06	41.93	43.98	45.61
13	35.80	36.60	37.39	38.23	39.07	39.95	40.84	41.72	42.63	43.58	44.52	45.48	46.48	48.53	50.69
14	38.84	39.74	40.59	41.55	42.49	43.47	44.40	45.44	46.45	47.49	48.54	49.65	50.77	53.03	55.40
15	41.97	42.98	43.94	44.99	46.00	47.09	48.16	49.27	50.41	51.56	52.75	53.97	55.20	57.71	60.36
PeopleSoft***	1	2	3	4	5	6	7	8	9	10	11	12	13	15	17

* Part CESL Instructors are paid at grade 9. ESL annual salaries are in Part C, Appendix A.
 **LSI - Long Service Increment restrictions as per Common Provisions, Clause 8.04(c) apply only until October 31, 2009
 *** Steps in PeopleSoft for administrative ease only.

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

**** 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 Part A Appendix F for applicable salary treatment.

**Salary Scales
Monthly (35 Hours)**

Appendix A

**Operating/Trust - Monthly Salaries (35 Hrs)
(Effective July 1,2009)**

GRADE	STEP													LSI*	
	1	1.5	2	2.5	3	3.5	4	4.5	5	5.5	6	6.5	7	8	9
1	2035.37	2076.32	2114.23	2149.12	2187.03	2226.47	2261.35	2302.30	2343.25	2384.20	2426.67	2470.65	2508.57	2508.57	2687.55
2	2199.17	2238.60	2276.52	2317.47	2359.93	2402.40	2444.87	2482.78	2528.28	2575.30	2620.80	2670.85	2708.77	2802.80	2800.97
3	2419.08	2460.03	2497.95	2544.97	2588.95	2635.97	2681.47	2731.52	2778.53	2828.58	2874.08	2924.13	2977.22	3031.17	3031.17
4	2635.97	2682.98	2731.52	2778.53	2828.58	2877.12	2925.65	2977.22	3022.72	3081.87	3137.98	3192.58	3248.70	3307.90	3370.22
5	2877.12	2931.72	2983.28	3039.40	3090.97	3148.60	3204.72	3262.35	3318.47	3382.17	3442.83	3505.02	3565.68	3609.55	3686.55
6	3150.12	3209.27	3265.38	3332.12	3391.27	3451.93	3515.63	3582.37	3649.10	3717.35	3785.60	3858.40	3923.62	4000.80	4082.22
7	3429.18	3495.92	3559.62	3626.35	3693.08	3768.92	3838.68	3917.55	3987.32	4064.67	4142.02	4217.85	4299.75	4380.55	4500.35
8	3709.77	3781.05	3858.40	3928.17	4002.48	4081.35	4157.18	4243.63	4322.50	4410.47	4493.88	4581.85	4674.37	4800.55	5016.85
9	4011.58	4087.42	4170.83	4255.77	4343.73	4428.67	4515.12	4607.63	4694.08	4791.15	4886.70	4986.80	5085.38	5200.00	5377.97
10	4314.92	4408.95	4495.40	4587.92	4684.98	4785.08	4877.60	4980.73	5077.80	5185.48	5288.62	5399.33	5505.50	5600.00	5722.22
11	4624.32	4722.90	4824.52	4926.13	5026.23	5132.40	5241.60	5355.35	5463.03	5579.82	5690.53	5816.42	5934.72	6000.00	6222.37
12	4927.65	5035.33	5141.50	5256.77	5369.00	5485.78	5601.05	5723.90	5840.68	5972.63	6098.52	6227.43	6359.38	6500.00	6677.52
13	5429.67	5551.00	5670.82	5798.22	5925.62	6059.08	6194.07	6327.53	6465.55	6609.63	6752.20	6897.80	7049.47	7200.00	7377.05
14	5890.73	6027.23	6156.15	6301.75	6444.32	6592.95	6734.00	6891.73	7044.92	7202.65	7361.90	7530.25	7700.12	7800.00	8002.52
15	6365.45	6518.63	6664.23	6823.48	6976.67	7141.98	7304.27	7472.62	7645.52	7819.93	8000.42	8185.45	8372.00	8500.00	8754.60
PeopleSoft**	1	2	3	4	5	6	7	8	9	10	11	12	13	15	17

*LSI - Long Service Increment restrictions as per Common Provisions, Clause 8.04(c) apply only until October 31, 2009.

** Steps in PeopleSoft for administrative ease only.

**Salary Scales
Monthly (37.5 Hours)**

Appendix A

**Operating/Trust - Monthly Salaries (37.5 Hrs)
(Effective July 1,2009)**

Common Provisions (2009 - 12)

MONTHLY - 37.5 Hours/Week															
GRADE	STEP													LSI*	
	1	1.5	2	2.5	3	3.5	4	4.5	5	5.5	6	6.5	7	8	9
1	2180.75	2224.62	2265.25	2302.62	2343.25	2385.50	2422.87	2466.75	2510.62	2554.50	2600.00	2647.12	2687.75	2780.37	2879.50
2	2356.25	2398.50	2439.12	2483.00	2528.50	2574.00	2619.50	2660.12	2708.87	2759.25	2808.00	2861.62	2902.25	3003.00	3107.00
3	2591.87	2635.75	2676.37	2726.75	2773.87	2824.25	2873.00	2926.62	2977.00	3030.62	3079.37	3133.00	3180.62	3302.00	3419.00
4	2824.25	2874.62	2926.62	2977.00	3030.62	3082.62	3134.62	3189.87	3238.62	3302.00	3362.12	3420.62	3480.75	3597.75	3727.75
5	3082.62	3141.12	3196.37	3256.50	3311.75	3373.50	3433.62	3495.37	3555.50	3623.75	3688.75	3755.37	3820.37	3953.25	4099.37
6	3375.12	3438.50	3498.62	3570.12	3633.50	3698.50	3766.75	3838.25	3909.75	3982.87	4056.00	4134.00	4203.87	4368.00	4520.75
7	3674.12	3745.62	3813.87	3885.37	3956.87	4038.12	4112.87	4197.37	4272.12	4355.00	4437.87	4519.12	4606.87	4782.37	4961.12
8	3974.75	4051.12	4134.00	4208.75	4288.37	4372.87	4454.12	4546.75	4631.25	4725.50	4814.87	4909.12	5008.25	5201.62	5396.62
9	4298.12	4379.37	4468.75	4559.75	4654.00	4745.00	4837.62	4936.75	5029.37	5133.37	5235.75	5343.00	5448.62	5687.75	5900.62
10	4623.12	4723.87	4816.50	4915.62	5019.62	5126.87	5226.00	5336.50	5440.50	5555.87	5666.37	5785.00	5898.75	6149.75	6399.25
11	4954.62	5060.25	5169.12	5278.00	5385.25	5499.00	5616.00	5737.87	5853.25	5978.37	6097.00	6231.87	6358.62	6624.75	6911.52
12	5279.62	5395.00	5508.75	5632.25	5752.50	5877.62	6001.12	6132.75	6257.87	6399.25	6534.12	6672.25	6813.62	7106.00	7411.62
13	5817.50	5947.50	6075.87	6212.37	6348.87	6491.87	6636.50	6779.50	6927.37	7081.75	7234.50	7390.50	7553.00	7886.12	8237.12
14	6311.50	6457.75	6595.87	6751.87	6904.62	7063.87	7215.00	7384.00	7548.12	7717.12	7887.75	8068.12	8250.12	8611.87	9002.50
15	6820.12	6984.25	7140.25	7310.87	7475.00	7652.12	7826.00	8006.37	8191.62	8378.50	8571.87	8770.12	8970.00	9376.37	9808.00
PeopleSoft**	1	2	3	4	5	6	7	8	9	10	11	12	13	15	17

*LSI - Long Service Increment restrictions as per Common Provisions, Clause 8 04(c) apply only until October 31, 2009

** Steps in PeopleSoft for administrative ease only.

**Salary Scales
Monthly (40 Hours)**

Appendix A

**Operating/Trust - Monthly Salaries (40 Hrs)
(Effective July 1,2009)**

GRADE	STEP													LSI*	
	1	1.5	2	2.5	3	3.5	4	4.5	5	5.5	6	6.5	7	8	9
1	2326.13	2372.93	2416.27	2456.13	2499.47	2544.53	2584.40	2631.20	2678.00	2724.80	2773.33	2823.60	2866.93	2968.23	3071.17
2	2513.33	2558.40	2601.73	2648.53	2697.07	2745.60	2794.13	2837.47	2889.47	2943.20	2995.20	3052.40	3095.73	3200.20	3304.33
3	2764.67	2811.47	2854.80	2908.53	2958.80	3012.53	3064.53	3121.73	3175.47	3232.67	3284.67	3341.87	3402.53	3509.13	3614.00
4	3012.53	3066.27	3121.73	3175.47	3232.67	3288.13	3343.60	3402.53	3454.53	3522.13	3586.27	3648.67	3712.80	3821.60	3927.27
5	3288.13	3350.53	3409.47	3473.60	3532.53	3598.40	3662.53	3728.40	3792.53	3865.33	3934.67	4005.73	4075.07	4186.00	4293.20
6	3600.13	3667.73	3731.87	3808.13	3875.73	3945.07	4017.87	4094.13	4170.40	4248.40	4326.40	4409.60	4484.13	4600.00	4712.67
7	3919.07	3995.33	4068.13	4144.40	4220.67	4307.33	4387.07	4477.20	4556.93	4645.33	4733.73	4820.40	4914.00	5034.00	5151.87
8	4239.73	4321.20	4409.60	4489.33	4574.27	4664.40	4751.07	4849.87	4940.00	5040.53	5135.87	5236.40	5342.13	5464.00	5584.00
9	4584.67	4671.33	4766.67	4863.73	4964.27	5061.33	5160.13	5265.87	5364.67	5475.60	5584.80	5699.20	5811.87	5934.00	6054.00
10	4931.33	5038.80	5137.60	5243.33	5354.27	5468.67	5574.40	5692.27	5803.20	5926.27	6044.13	6170.67	6292.00	6418.00	6545.00
11	5284.93	5397.60	5513.73	5629.87	5744.27	5865.60	5990.40	6120.40	6243.47	6376.93	6503.47	6647.33	6782.53	6912.00	7044.00
12	5631.60	5754.67	5876.00	6007.73	6136.00	6269.47	6401.20	6541.60	6675.07	6825.87	6969.73	7117.07	7267.87	7400.00	7534.00
13	6205.33	6344.00	6480.93	6626.53	6772.13	6924.67	7078.93	7231.47	7389.20	7553.87	7716.80	7883.20	8056.53	8190.00	8324.00
14	6732.27	6888.27	7035.60	7202.00	7364.93	7534.80	7696.00	7876.27	8051.33	8231.60	8413.60	8606.00	8800.13	8950.00	9102.67
15	7274.80	7449.87	7616.27	7798.27	7973.33	8162.27	8347.73	8540.13	8737.73	8937.07	9143.33	9354.80	9568.00	9700.00	9842.00
PeopleSoft**	1	2	3	4	5	6	7	8	9	10	11	12	13	15	17

*LSI - Long Service Increment restrictions as per Common Provisions, Clause 8.04(c) apply only until October 31, 2009.

** Steps in PeopleSoft for administrative ease only.

APPENDIX B *

Letter of Understanding

Non-Academic Job Evaluation System Review

While the Employer is responsible for establishing and maintaining a job evaluation system covering employees within the jurisdiction of the Union, it is recognized through Article 17 that both parties have a vested interest in ensuring an effective job evaluation system exists.

As the Union and the Employer believe the job evaluation system is a critical component of ensuring appropriate compensation and internal equity of positions, the parties agree to assign the Joint Committee on Job Evaluation System (as established in Article 17) with the task of reviewing the Non-Academic Job Evaluation System.

The purpose of the review is to formulate and provide recommendations on necessary changes to:

1. the job evaluation system
2. the job evaluation process

This review will be conducted keeping in mind the principle that the prime function of a job evaluation system is to ensure internal equity through creating a job worth hierarchy in an objective, consistent and transparent manner across the University for positions within the Agreement.

Any recommendations from the Committee should:

- ✓ Support the University's mission, vision and values
- ✓ Promote positive working relationships across the University
- ✓ Clarify and simplify processes
- ✓ Consider previous committee decisions or recommendations since the establishment of the current system
- ✓ Take into consideration input from the University community
- ✓ Ensure internal equity remains a paramount consideration in the system and processes
- ✓ Ensure the integrity of the job evaluation system and processes
- ✓ Ensure the independence of the evaluation decision
- ✓ Be fiscally responsible including an exploration of the potential benefits and costs of any recommendations
- ✓ Include suggestions for implementation

The Committee will present a report and recommendations to the parties within 18 months of the ratification of this Agreement.

APPENDIX C

Letter of Understanding

Pay Periods

The Employer reserves the right to amend the pay periods outlined in Part A Article 9, Part B Article 21 and Part C Article 5 (Salaries) to a bi-weekly or semi-monthly 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*.

The Employer will provide the Union with at least six months' notice of a change to the pay periods under the above referenced articles.

APPENDIX D1 *

Letter of Understanding

Support Staff Benefits Committee

Terms of Reference and

Agreement Respecting Benefits Cost Management

Section 1 – Core Philosophy

1. NASA and the University of Alberta have a common objective of supporting both individual and organizational health at the University of Alberta. Benefit plans play an important role in the objective.
2. The benefit plans for NASA members are an important component of their total compensation. The objectives are to ensure comprehensive protection arising from loss of life, disability and loss of health, proactive support to achieve health, valued benefit coverage, tax effective delivery, and financial sustainability of the benefit plans.
3. The University and NASA recognize that the cost of benefit plans for support staff and their dependants is an important investment in health and productivity. Both parties are committed to developing strategies for effective joint management of the benefit plans so that they continue to be financially sustainable over the longer term.
4. The support staff benefit plans are a strategic component of the University's health and wellness strategy (including "Becoming the Healthiest University in Canada", as recommended by the Senate in 2003), which is designed to support achievement of the University's mission.
5. The benefit plans are important resources for non-academic staff in the attainment of their personal health and welfare.
6. The benefit plans will continue to evolve and be responsive to the changing needs of the members. The following will be key factors for consideration of the direction of the benefit coverage:
 - a) The benefit plan design will reflect the importance of providing sufficient member coverage for catastrophic events. Catastrophic coverage includes coverage to protect against infrequent events which can occur suddenly and can dramatically affect the support staff member and/or family's financial independence and quality of life.

Some examples of this include life insurance protection in the event of a death, long term disability insurance in the event of extended illness, coverage for prescription drugs not provided under provincial medicare or other agencies such as the Alberta Cancer Board, financial assistance for medical aids and home adaptation expenses

required as a result of permanent disability and out-of-country emergency medical and hospital benefits in the event of an accident or illness.

- b) In addition, the benefit plan design will provide suitable coverage for medically necessary health related supplies and services which are prescribed and delivered by a medical professional in support of a medical condition or disease.

Some examples of medically necessary supplies and services include drugs requiring a prescription, physiotherapy services in response to an acute condition, and inside Canada hospital and ambulance benefits.

- c) Once catastrophic and medically necessary coverages have been considered, the plan may then focus on the funding of incidental and discretionary supplies and services. This includes health related supplies and services chosen by an individual for supportive or proactive care which do not present a high level of financial risk to the support staff member and/or family and may assist the maintenance of the quality of life.

Some examples of these discretionary expenses include laser eye surgery, private hospital rooms, smoking cessation products, paramedical services for proactive health care, such as massage therapy, and dental veneers.

- d) The plan design would strive to meet the diverse needs of the benefit plan participants over time, and could result in consideration of some flexibility and individual choice for certain benefits. This could also include the introduction of product and pricing partnerships with specific health service providers (for example, frames and lenses providers).
- e) There will be complete cost/benefit analysis of the short and long term financial, administrative and employee and organizational health implications of any benefit plan changes.
- f) The benefits plan should deliver tax effective value for cost to the participants of the plan, and maintain a reasonable level of administrative costs.

Section 2 – Guiding Principles

1. The parties acknowledge a shared responsibility between **NASA**, the University and individual staff members (including their families) for financial sustainability and judicious use of the benefit plans.
2. The University and **NASA** acknowledge responsibility to provide opportunities for non-academic staff to better understand the complex and interrelated issues which impact on employee benefit plan costs and their effective management.
3. The University and **NASA** acknowledge responsibility to educate and support non-academic staff in taking actions to improve their health and well-being thereby impacting both the benefit plans and the overall health care system.

4. NASA and its members acknowledge that there is a degree of individual accountability to become more knowledgeable and responsible as health care and benefit plan consumers, as benefit plan costs are directly linked to negotiations regarding future total compensation levels.
5. The University and NASA recognize that benefit plans are supportive in nature, and need to continue to evolve to be more preventative and responsive by adapting to the changing needs of our employees/members, as they move through their respective work and life cycles.

Section 3 – The Support Staff Benefits Committee

1. The committee will consist of three representatives (and one alternate) from each of the parties. The committee will have two alternating chairs with one representing each party. The parties may, by mutual agreement, incorporate additional parties into the committee (e.g., tripartite or as a resource).
2. The committee will meet at least once every three months, or more if deemed necessary.
3. 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. The members of these sub-committees may or may not be members of the committee.
4. The committee will review all statutory and non-statutory benefit plans to monitor the continued effectiveness of the plans and associated policies and procedures to ensure that reasonable and necessary coverage will be provided.
5. The committee will review aggregate financial and claims data related to the plans. If deemed appropriate by the committee, it may also seek other relevant data; however, the committee will not be privy to information at the individual level.
6. The committee may make recommendations to the University and NASA regarding amendments to the benefit plans that will make them more effective or result in greater efficiencies.
7. The committee can determine and resolve and/or adjudicate claim disputes with respect to whether the claim has been adjudicated in accordance with the master policy agreements. The committee may adjudicate LTDI policy claims but not medical claims, which are determined by a medical review board. The committee's jurisdiction is restricted to the master policy agreement and the Collective Agreement. Any information that is provided to or shared by any committee member will be maintained in the strictest of confidence and will not be disclosed without mutual agreement.

Section 4 – Benefit Cost Management Principles

The following benefit cost management principles form the basis upon which the Support Staff Benefits Committee will jointly manage the NASA group benefits program for the term of the Collective Agreement:

1. While the parties need to acknowledge and work to address short term benefits cost management issues, long term cost management strategies are vital to achieving true sustainability of the benefit plans.
2. The Benefit Cost Management Model used by the parties must provide a transparent and credible method for tracking benefits costs, which allows for meaningful comparisons between NASA and other staff groups. The model must also enable the parties to appropriately take account of inherent differences between the groups.
3. The cost management target must be rigorous and defensible and allow for effective cost management within the total compensation framework. The parties acknowledge that benefit cost increases must be “paid for” out of the negotiated total compensation framework.

Section 5 – Benefit Cost Management Model

The Benefit Cost Management Model (including defined statutory benefits) will be employed, with cost management targets established by the University and NASA Bargaining Teams, based on the total compensation framework agreed to by the parties (with equity adjustments, outlined below).

The committee will jointly manage the benefits program to achieve the cost management target at the end of the term of the Collective Agreement.

If adjustments are indicated throughout the term of the Collective Agreement due to unforeseen fluctuations in claims (higher than expected utilization, government cutbacks, changes to statutory benefits, changes to Alberta Health Care premiums, etc.), the committee will conduct research on the short and long term financial, administrative and employee and organizational health implications, develop and review options and provide recommendations to the University of Alberta and NASA.

Following the end of the term of the Collective Agreement, any positive or negative variance to the total allowable benefit allocation will flow through to be the joint responsibility of both parties for the subsequent bargaining period.

The Benefit Cost Management Model for the term of the Collective Agreement will include the following benefits:

- a. Alberta Health Care
- b. Employment Insurance

- c. Workers Compensation
 - d. Canada Pension Plan
 - e. Long Term Disability
 - f. Life Insurance
 - g. Bridge Benefits
 - h. Supplementary Health Care
 - i. Employee and Family Assistance Program
 - j. Dental Care
 - k. Remission of Tuition
 - l. Other benefits agreed to by the parties
6. The committee will evaluate the Benefit Cost Management Model results on an annual basis and report to the parties at the end of the term of the Collective Agreement.

Section 6 – Equity Adjustment

1. It is understood there are inherent differences between support staff and academic staff groups, related to demographics and salary.
 - a. With lower incomes (i.e., lower disposable income), NASA members place great value on health care benefits which are not related to salary. The flat dollar amount per month for benefits for NASA members represents a more significant percentage of the total compensation package than for academic staff.
 - b. The annual salaries for a significant percentage of NASA members are below the maximum insurable earnings for statutory benefits (i.e., EI, CPP, and WCB). It is recognized that the cost of these benefits will increase with salary increases, in addition to changes in rates and maximum insurable earnings. This means there is more of an increase for NASA members than for academic staff for these statutory benefits.
2. An equity adjustment will be included within the Benefit Cost Management Model. Inherent differences between support staff and other staff groups will be appropriately taken into account with the equity adjustment.

Section 7 – Sustainability Target

1. A dynamic sustainability target of 7.5% of annual benefit cash flow will be established.
2. The plan should be regularly monitored with the objective of accruing the sustainability target at the end of term of the Collective Agreement. The parties will agree on methods to reduce any cumulative variance using realistic cost and inflationary assumptions and allowing for adequate notice of any plan changes. It is acknowledged that each party will have their own internal processes that may be required to authorize any particular changes to the plan.

3. The plan will be credited with any excess revenues in years where spending is below the agreed upon rate of increase and hence provide supplementary revenues in following years where spending is above the agreed upon rate of increase. If the cumulative variance accumulates to an amount well in excess of the sustainability target, the parties will agree to distribute or redirect these cost savings in a reasonable way.

Section 8 - Long Term Disability Plan Review

The Support Staff Benefits Committee is charged with completing a review of the Long Term Disability Plan and recommending to the parties any subsequent updates of the plan as a result of the review. This review is to be completed by March 31, 2010. It is agreed that there is no intent to increase the current 70% of pre-disability rate of pay for recipients of LTD benefits, nor to make any changes to eligibility except as required by the terms of the Collective Agreement.

In addition to any updates to the plan that may result from the review, it will address employee types and the appeal and adjudication process. The Committee will ensure that in addition to the plan purpose and philosophy, the plan document will contain clear, concise and plain language information regarding entitlements and processes.

Appendix D2 **

Letter of Understanding Support Staff Benefits

Having received and considered recommendations from the Support Staff Benefits Committee and addressed benefits as part of total compensation at the bargaining table, the following matters are now referred back to the Support Staff Benefits Committee for completion as follows:

1. Benefit program funding for the 2009/2010 year is increased by 3.0%.
2. Benefit Program funding for 2010/2011 and 2011/2012 will be addressed in the wage/benefit reopeners for those years.
3. Basic Employee Life Insurance coverage is to be increased to two times annual salary effective April 1, 2010.
4. Paramedical coverage is to be standardized with coverage capped at \$1000 per calendar year per covered person per practitioner (Physiotherapist, Massage Therapist, Chiropractor, Acupuncturist, Naturopath, Podiatrist, and Speech Therapist as recommended by the SSBC) effective January 1, 2010.
5. The Bridge Benefit Program changes effective January 1, 2011, as follows:
 - a. The service eligibility for Bridge Benefits will increase to 20 years of pensionable service from the current requirement of five years of pensionable service.
 - b. Part-time Regular Operating employees meeting service and age eligibility requirements are eligible to enroll in Bridge Benefits, other than life insurance, at their own expense.
 - c. A separate Bridge Benefits Plan will be created consistent with the Support Staff group plan as of January 1, 2010, with the following modifications:
 - i. Dental
 1. Basic Coverage 80%
 2. Major Coverage 50%
 3. Orthodontic Coverage 0%
 - ii. Supplementary Health Care
 1. Prescription Drugs 80%
 2. Medical Supplies & Services 80%
 3. Annual Paramedical Coverage of a maximum of \$1000 per practitioner per year
 - iii. Basic Life Insurance of one times annual salary

- d. Eligible employees retiring on or after this date will be enrolled in the separate Bridge Benefits plan.
- e. Bridge Benefit Plan members who retired before this date will change plans from the current group plan to the separate plan.

APPENDIX E *

Letter of Understanding

Physical Education and Recreation

The Employer agrees to provide all employees with full access to physical education and recreation facilities on campus at no charge.

The Employer agrees to provide employees' immediate family members with full access to physical education and recreation facilities on campus. Family members will pay a fee.

APPENDIX F

Letter of Understanding

Roster of Agreed Upon Mediators/Arbitrators

The Non-Academic Staff Association and the Governors of the University of Alberta hereby agree to the following roster of Mediators/Arbitrators as identified in Article 14 (Dispute Resolution Process):

David Jones
Allen Ponak
Andrew Sims
David Tettensor

APPENDIX G *

Letter of Understanding

Learning and Development Committee (HRDF)

Terms of Reference

Purpose:

The joint Learning and Development Committee (HRDF) provides leadership to the administration of the Human Resource Development Fund for the purpose of increasing access to learning and development opportunities and maximizing the use of allocated resources.

This committee has the authority to strategically disburse funds to ensure maximum utilization as described above.

Objectives:

The Learning and Development Committee (HRDF) provides oversight to the use of HRDF resources. This may include but is not limited to:

1. Reviewing and anticipating Support Staff learning needs based on multiple inputs including changing priorities of the University, and formal needs assessments and monitoring of workplace trends such as employee demographics (local, national and global), lifestyles, and diversity.
2. Enhancing awareness and communication of learning and development opportunities and communicating learning needs to various learning service providers.
3. Examining how HRDF systems and processes can be integrated to streamline Support Staff development.
4. Prioritizing organizational learning needs related to Support Staff professional development.
5. Assisting in removing barriers limiting Support Staff professional development such as workload, time, and finances to the degree possible.
6. Allocating surplus HRDF funds to targeted programs and projects based on identified needs.
7. Investigating situations arising from HRDF applications or approvals that may not be in the best interest of Support Staff or the University.
8. Acting as a communication conduit to senior advisory councils, committees or users of the Fund.
9. Developing a list of approved outside service providers for wellness related courses. The Committee will consider the parameters around the types of courses as well as the maximum allocation from the Fund for these courses, all of which is subject to review after one year from the date of ratification.

Membership

Joint Chair Manager, Staff Learning and Development

 President or designated member, NASA

 one representative appointed by NASA

 one Senior Advisor, Staff Learning and Development appointed by the Manager

Meetings

At the call of the Chair(s), but normally the Committee meets three times a year: September, January, and June.

APPENDIX H *

Letter of Understanding

Time off for Union Business

The parties recognize the importance of the role of the President of NASA and the value of providing the President with sufficient time to discharge his/her responsibilities.

During the term of the Collective Agreement clause 4.07 will be applied in the following way to the time off required by the President of the Union.

The intent of the parties is to ensure that the Department or Faculty has as much certainty as possible regarding the President's schedule and that interruptions to those expectations are limited. Further, it is the intent of the parties to ensure that while the President independently fulfills the duties of the office, the Department or Faculty and the President's co-workers will be protected as much as possible from negative impacts of the absence.

To accomplish the intent of the parties, the following process is intended to ensure that salary replacement is provided to the Department or Faculty impacted and that the Faculty or Department will use the salary replacement to deal with the workload of the absent employee.

1. Scheduling

- **As** soon as possible each year the President will meet with his/her manager to arrive at a schedule of up to 50% relief from duties. The results will as much as possible address the needs of the workplace while allowing enough flexibility to deal with the issues that might arise within the President's portfolio. Should additional time off for Union business be required, the Union will generate a time off for union business form and the Union will be responsible for the full cost of the time off.
- The meeting will include discussion of ways to address the work that will not be performed during the relief period, with the intent of minimizing the adverse affects on co-workers and clients. The final responsibility for reallocating the work will rest with the manager.
- Both the Union and the Employer will make every effort to respect the schedule and the President will take steps to ensure that the expectations with respect to his/her portfolio are met within the schedule.
- Emergency or unforeseen circumstances may arise and will be dealt with as they occur. Communication between the President and manager will occur at the earliest possible point and will accommodate the needs of the Faculty or Department.

2. Payment of Salary

- The Union and the Employer will pay equal portions of salary and applicable premiums costs for the leave to the Faculty or Department. The Union will be billed monthly for its share of the President's salary. On a quarterly basis the Employer will reconcile the billings and credit the Union for any vacation or general illness leave taken by the President and for the winter closure period. Benefits will continue to be paid by the Employer.

APPENDIX I *

Letter of Understanding

Discrimination and Harassment Complaints Formal Complaints and Investigations

Initiating a Formal Complaint

1. Formal complaints will be submitted in writing to the intake officer, normally within six weeks of the events giving rise to the complaint. It is recognized that the more time that elapses, the more difficult it is to investigate, respond to and substantiate the complaint.
 - (a) A discrimination complaint must be submitted within one year after the alleged contravention occurs.
 - (b) A harassment complaint must be submitted within six months after the alleged conduct or comment occurs. The time period for filing such a complaint may be extended to one year after the alleged conduct or comment occurs, provided the complainant produces medical evidence demonstrating that s/he was medically unable to file the complaint within six months.
2. Formal complaints will contain the name of the complainant, the name of the respondent, the nature of the complaint, the precise details of the alleged conduct, and the remedy requested. Formal complaints will not proceed in the absence of these particulars.
3. The intake officer will provide the Union with a copy of each formal complaint if the complainant or respondent is a member of the Union.
4. The intake officer will review the formal complaint and make a determination on whether or not the complaint:
 - (a) is timely
 - (b) is complete as per #2 above
 - (c) falls within the definition of discrimination or harassment.
5. The intake officer will assume the statements contained in the formal complaint are accurate solely for the purpose of determining whether the complaint falls within the definition and whether it should proceed through the process. A decision to proceed with the complaint does not mean that discrimination or harassment has occurred.
6. The intake officer may seek clarification of the details of the formal complaint from the complainant.
7. Within ten days of receiving the complaint, the officer will inform the complainant of whether the complaint, based on their review, meets the requirements as per #4 above. If

so, the intake officer will refer the complaint, stipulating any portions that do not fall within the definition, if any, to a case manager within the ten day period.

8. If the intake officer determines the complaint, in whole or in part, does not meet the requirements of #4 above, the officer may recommend other measures to address the concerns that fall outside the scope of Article 18 (Discrimination and Harassment Complaints).
9. If the Union on behalf of the complainant disagrees with the decision of the intake officer, the Union may appeal the decision to an external adjudicator. The Employer and the Union will select an adjudicator from a list agreed by the Parties under Appendix F (Roster of Agreed Upon Mediators/Arbitrators). The cost of the adjudication will be shared equally by the parties.
10. Appeals will be initiated within five days of receiving the officer's decision. The adjudicator will assume the statements contained in the formal complaint are accurate solely for the purpose of determining whether the complaint falls within the definition and should proceed through the process. The adjudicator will respond in writing to the complainant and intake officer within five days of receiving the appeal. The decision of the adjudicator is final and binding on the parties. If the adjudicator decides in favour of the complainant, the intake officer will immediately refer the complaint to a case manager.

Case Management

11. Within five days of receiving the referral from the intake officer, the case manager will:
 - (a) inform the appropriate manager of the formal complaint,
 - (b) provide a copy of the formal complaint to the respondent,
 - (c) inform the complainant, respondent and appropriate manager (separately) of the rules of application governing confidentiality, disclosure of the information, the right to representation, and prohibitions on retaliation or reprisal,
 - (d) review and confirm interim working arrangements,
 - (e) instruct the respondent to provide an initial written response to the complaint within five days of the respondent receiving the formal complaint,
 - (f) advise the complainant and respondent that they will have an opportunity to provide additional information during the process, and
 - (g) inform the Union that a complaint involving one of their members has been received.
12. Methods for addressing a formal complaint include:
 - (a) affirmation of the complaint by the respondent,
 - (b) withdrawal of the complaint by the complainant,
 - (c) voluntary mediation,
 - (d) other alternative dispute resolution methods agreed by the parties, and/or,

- (e) Formal investigation and binding resolution.
- 13. The case manager will confirm the appropriate method for addressing the formal complaint within five days of receiving the response from the respondent.
- 14. Throughout the process, complainants, respondents, and witnesses are expected to make themselves available in a timely manner, so as not to delay the process. The Union Representative's role, as outlined in clause 18.15, is to facilitate the investigation and resolution of a complaint. Any excessive delay may result in the investigator changing the order of interviews, conducting interviews by phone, requesting responses to questions in writing, or concluding the investigation without the participation of that individual. The investigator is authorized to instruct employees of the Employer to participate in the process and to impose reasonable time limits for their participation. A failure to comply with the investigator's directions may constitute misconduct and subject the employee to discipline.

Interim Working Arrangements

- 15. The case manager in consultation with the Union, complainant, respondent and manager will consider interim working arrangements to:
 - (a) reduce the potential for escalation of the complaint,
 - (b) ensure safety at the workplace,
 - (c) protect the confidentiality of the complaint,
 - (d) avoid the appearance of bias or the presumption of guilt,
 - (e) reduce the potential for retaliation or reprisals arising from the formal complaint, and
 - (f) minimize disruption to the workplace.
- 16. Interim working arrangements may include:
 - (a) steps to restrict or prevent contact between the complainant and respondent,
 - (b) temporary modification of work duties, including reassignment or transfer,
 - (c) temporary changes in reporting relationships,
 - (d) temporary paid or unpaid leaves of absence, and
 - (e) any other steps that may be appropriate under the circumstances.
- 17. The Employer is responsible for establishing interim working arrangements and will ensure that they are communicated to the minimal number of people who need to implement or be aware of the arrangements.

Affirmation of a Formal Complaint

- 18. If the respondent affirms the complainant's description of events relating to the formal complaint, the case manager will:
 - (a) ensure all relevant details relating to the complaint have been documented and confirmed by the complainant and respondent, and

- (b) refer the matter to the appropriate manager for consideration of remedies, corrective action, discipline or other measures.

Voluntary Mediation

19. The purpose of voluntary mediation is to allow the complainant and respondent to fully explore the issues raised by the complaint and to achieve resolution by mutual agreement. For mediation to be successful, both parties to the complaint must be willing to enter into free and respectful discussion of the issues and be open to solutions that consider the needs of each other.
20. Participation in mediation is voluntary. A complainant or respondent will not be prejudiced by their decision to decline voluntary mediation. Throughout mediation, discussions are considered off the record and only resolutions reached by mutual agreement and confirmed in writing are binding.
21. Where the complainant and respondent have agreed to voluntary mediation, the case manager will choose a mediator from the list agreed to by the Union and Employer (Appendix K – Roster of Agreed Upon Investigators and Mediators), taking into consideration the nature of the complaint and the availability of the mediator. The case manager will be responsible for communication with the mediator and will ensure that the mediator has all necessary background information.
22. The mediator will arrange a meeting as soon as possible but in any case not later than ten days from the date the complainant and respondent agree to mediate.
23. The mediator will provide the complainant and respondent with a list of expectations of behaviour for the meeting and will help create a safe environment for the mediation to proceed. The mediator and participants will control the process in determining whether resolution is possible or mediation is unsuccessful. The complainant or respondent may withdraw from mediation at any stage of the mediation process.
24. The mediator will keep the case manager informed of the status of the mediation.
25. Agreements reached through mediation will be documented and approved by the complainant and respondent. Agreements that affect other employees or require special arrangements at the workplace also require the approval of the Employer. Where the complainant and respondent agree that all issues have been resolved through mediation, approved agreements will constitute a final and binding resolution of the complaint.
26. The case manager will inform the Union and the appropriate manager of the outcome of the voluntary mediation process.

Formal Investigation

27. A formal investigation will be initiated if the complainant and respondent are unable to resolve the complaint, and/or the Employer determines that a formal investigation is required.
28. The Employer will assign an investigator from a list agreed by the parties under Appendix K (Roster of Agreed Upon Investigators and Mediators).

29. Before commencing an investigation, the investigator will be briefed jointly by the parties. The investigator will be guided by principles set out in the guidelines developed by the parties, and may also ask for advice and directions from the parties at any time during the process.
30. The investigator will follow the principles of due process and natural justice as described under the Rules of Application.
 - (a) The investigator will interview the complainant, the respondent, and anyone else the investigator determines has information relevant to the complaint.
 - (b) The investigator will review pertinent documentation. All those involved will make reasonable efforts to cooperate with the investigation.
31. The Employer may request the investigator to provide recommendations as part of the report of his/her findings. The investigator may provide recommendations for managing current situations or preventing similar circumstances from recurring, but will not recommend remedies, discipline or corrective action.
32. The investigator may assist the parties in achieving resolution of the complaint through voluntary mediation at any time prior to finalizing the report of his/her findings. Agreements reached through mediation will be documented and approved by the complainant and respondent. Agreements that affect other employees or require special arrangements at the workplace also require the approval of the Employer. Where the complainant and respondent agree that all issues have been resolved through mediation, approved agreements will constitute a final and binding resolution of the complaint.
33. If resolution is not achieved through voluntary mediation, the investigator will complete the investigation and prepare a draft report of his/her findings. The draft written report will be provided to the complainant and respondent.
34. Upon receipt of the draft report, the complainant and respondent will be given a one-time opportunity to comment on, confirm, or provide additional information based on their understanding of the events. Any responses from the complainant and respondent must be submitted in writing to the investigator within five days of receiving the draft report.
35. The investigator will submit his/her final report to the case manager. The case manager will provide copies of the investigator's final report to the complainant and respondent and to the Union if the complainant or respondent is a member of the Union.
36. Where there is no appeal of the investigator's findings, the Employer will determine the appropriate remedy(ies), discipline or corrective action(s) no later than ten days after receiving the investigator's findings. Within this ten day period, the Employer will notify the Union of any remedy(ies), discipline or corrective action(s) that applies to its members. Remedies will also be considered for respondents who are the victims of false allegations of discrimination or harassment.

It is the intent of the parties that an agreed-upon tripartite Unified Procedure will be used in place of this procedure and portions of Article 18 in cases where the Union represents only the complainant or respondent and another association represents the complainant or respondent.

APPENDIX J **

Letter of Understanding

**Development of Tripartite Process
Discrimination & Harassment Complaints**

This letter will confirm our agreement to engage in further discussion related to the creation of a unified, tripartite process to deal with discrimination and harassment cases involving the University, employees governed by the NASA & Governors of U of A Collective Agreement, and employees governed by the AASUA & Governors of U of A Agreements.

APPENDIX K *

**Letter of Understanding
Roster of Agreed Upon Investigators and Mediators
For Article 18 (Discrimination & Harassment Complaints)**

The Governors of the University of Alberta and the Non-Academic Staff Association hereby agree to the following roster of investigators for discrimination and harassment complaints filed under Article 18 of the UofA/NASA Collective Agreement.

Mia Norrie
William Hogle
Jay Spark
Phil Shewchuk
Gwendolyn Stewart-Palmer

The Governors of the University of Alberta and the Non-Academic Staff Association hereby agree to the following roster of mediators for discrimination and harassment complaints filed under Article 18 of the UofA/NASA Collective Agreement.

Jay Spark
William Hogle
Mia Norrie
W M (Wes) Pangrass
Phil Shewchuk
Dale Simpson
Wendy Hassen

The Parties agree that the list may be expanded during the term of the agreement if both parties agree to the names of other investigators.

APPENDIX L *

Letter of Understanding

Consultation Guidelines – Parts A, B and C Article 20 (Position Disruption)

The purpose of consultation within the context of the above articles is:

- To enable the Employer and the Union to engage in open, constructive and respectful dialogue about impending changes or decisions by the Employer that may significantly and substantially impact the terms and conditions of employment for employees.
- To give the Union an opportunity to provide informed input into the impending changes or decisions as they relate to employees, and to enable the Employer and the Union to explore a range of viable alternatives.

The benefits of consultation include:

- Assisting the Union in understanding the potential effects of position disruption so that it may advise employees in such a way as to allow them to make decisions in the best interests of their careers.
- Enabling managers to meet organizational needs or requirements.
- Assisting in maintaining respectful relationships.

Consultation is expected to take place when the impact on employees of impending changes or decisions is probable but not certain.

For consultation to be effective, participants need:

- To share information about impending changes or decisions, including factors that will be taken into consideration when a final decision is made. Such information needs to be timely, accurate and relevant.
- To place a priority on the consultation process, to avoid unnecessary delays, and to remain focused on meeting the purpose of consultation.
- To have a genuine opportunity to provide informed input and suggest alternatives.
- To be able to respectfully voice their concerns, to share information, and to offer alternatives without being bound by them.

- To behave with discretion and respect confidentiality.
- To recognize the sensitivity of discussions, and to behave in accordance with the Collective Agreement Preamble, during and following consultation.
- To respect the outcomes of the process, recognizing that other actions (e.g., Dispute Resolution) may be appropriate.

Consultation is NOT:

- Limited to “informing” or “advising”. Consultation involves sharing relevant information and allowing a reasonable opportunity to provide input before a final decision is made.
- Joint decision-making. Although there is value in dialogue and achieving solutions that all will support, the final decision on when and how to proceed rests with the University in accordance with the Collective Agreement.
- Open-ended. Consultation needs to begin at the appropriate time and proceed quickly, within clearly defined time frames.

APPENDIX M **

Recognition of University Service From Outside The NASA Bargaining Unit

Further to the issue as to whether or not U of A employment from outside of the bargaining unit would count toward NASA service, the parties agree to the following on a 'go forward' basis only.

1) Transferring From AASUA

- a) Time worked will be considered service when the employee transfers directly to a NASA position from work where the employee is earning service, under the Faculty, APO, Librarian, Sessional, Temporary, Contract Academic Staff – Teaching (CAST) and Trust Research Agreements.
 - i) If the employee transfers directly to a Regular NASA appointment, AASUA service shall be applied immediately.
 - ii) If the employee's NASA appointment is not Regular, but the employee subsequently becomes Regular with no break in NASA service, the AASUA service will be applied provided the employee submits a request in writing to Human Resources. If there is a delay between the commencement of the Regular appointment and the employee request,
 - (1) The change in service shall be applied as of the date the request was received by HR.
 - (2) There shall be no retroactive change in entitlement (e.g., vacation time).
- b) Time worked will NOT be considered service in the following circumstances:
 - i) The employee does not transfer directly from the AASUA appointment to the NASA appointment.
 - ii) The employee worked under an AASUA collective agreement where the employee was NOT earning service, including the Faculty, APO, Librarian, Sessional, Temporary, Contract Academic Staff – Teaching (CAST) and Trust Research Agreements (such as Part-Time Sessional).
 - iii) The work was concurrent with a NASA position.
- c) For the purpose of this agreement, "transfers directly" means that there are no working days between the end of the previous appointment and the beginning of the new appointment. For example, the employee transfers directly if the AASUA appointment ends on the Friday and the NASA appointment begins on the Monday.

2) Transferring From An Excluded Position

- a) Time worked will be considered service when the employee transfers within four months to a NASA position from a non-casual appointment in one of the excluded support staff positions.

- i) If the employee's NASA appointment is Regular, this excluded service shall be applied immediately.
 - ii) If the employee's NASA appointment is not Regular, but the employee subsequently becomes Regular with no break in NASA service, this excluded service will be applied provided the employee submits a request in writing to Human Resources. If there is a delay between the commencement of the Regular appointment and the employee request,
 - (1) The change in service shall be applied as of the date the request was received by HR.
 - (2) There shall be no retroactive change in entitlements (e.g., vacation time).
- b) Time worked will NOT be considered service in the following circumstances:
- i) Service has been forfeited because the employee voluntarily resigned from, abandoned, or was dismissed for just cause from the excluded position.
 - ii) The employee worked in an excluded position listed in the NASA /U of A Collective Agreement as follows:
 - (1) Part A Article 29 (Exclusions) and Appendix I (Student Exclusions), and
 - (2) Part B Article 22.02 (Inclusions and Exclusions) and Appendix B (Exclusions/Inclusions Definitions: Guidelines).
 - iii) The work was concurrent with a NASA position.

3) Transfers From Other Areas

Time worked will NOT be considered service if the work was as a Graduate/Undergraduate Student, Post Doctoral Fellow, Visitor, Casual Academic or like appointment.

4) Transfers to the NASA Bargaining Unit Prior to April 8, 2008

- a) There will be no changes to service for employees transferring prior to July 1, 2006.
- b) Changes to service for employees who transferred between July 1, 2006 and April 8, 2008, will be applied provided the employee submits a request in writing to Human Resources.
 - (1) The change in service shall be applied as of the date the request was received by HR.
 - (2) There shall be no retroactive change in entitlements (e.g., vacation time).

APPENDIX N **

Letter of Understanding Administration of the Employee Illness Process

The parties agree to establish a joint committee (The Illness Leave/Long Term Disability (LTD) Review Committee) with the purpose of reviewing practices and recommending improvements for the management of illness leave and long term disability leave to Labour Management, senior management of the Employer and subsequent bargaining teams.

1. The Committee will be informed by the results of an audit, the LTD plan review, annual reports, the Attendance Management Guidelines, the Collective Agreement itself and such other documents as are available.
2. The Committee will have the authority to prioritize its work and refer items to subcommittees or other groups.
3. The Committee will consist of six members:
 - (a) two representatives from the Union – one member and one Labour Relations Officer;
 - (b) two representatives from management – one from an academic unit and one from an operational unit,
 - (c) two representatives from Human Resources – one from Employee Relations and one from Health Promotion and Worklife Services.
4. The Committee will be chaired by the Vice-Provost and Associate Vice-president (Human Resources).
5. In particular, the Committee is charged with the following tasks:
 - (a) Prepare a guide which will:
 - i. clarify roles and responsibilities of employees, union representatives, managers, Human Resources, service units and coworkers;
 - ii. describe processes for managers and employees;
 - iii. establish clear steps for informing and accessing LTD, including time limits;
 - iv. outline steps to any appeal process should a claim be appealed or denied;
 - v. require the Employer to provide an impacted employee with a copy of the LTD plan;
 - vi. address issues referred to it by the bargaining table.

- (b) Draft or update guidelines, policies and procedures.
 - (c) Provide quarterly reports on progress to Labour Management and senior management of the Employer and seek advice at any time from either group.
6. The Committee will conclude its work during the term of this Collective Agreement.

APPENDIX O

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.

**MEMORANDUM OF SETTLEMENT
BETWEEN
THE GOVERNORS OF THE UNIVERSITY OF ALBERTA
(Hereinafter called the “Employer”)
And
THE NON-ACADEMIC STAFF ASSOCIATION
(Hereinafter called the “Union”)**

1. The Bargaining Committees of both parties hereby mutually agree the collective agreement negotiations have now concluded for the new collective agreement that shall be effective until March 31, 2012, and will be effective the date of ratification by the parties, except for provisions specified in the agreement or outlined below.
2. The Bargaining Committees agree to publicly support and recommend to their respective principals the tentative agreement signed this date, for immediate ratification.
3. The agreed settlement consists of
 - (a) The provisions of this memorandum of settlement, and
 - (b) The provisions as signed off during the course of bargaining, including today, and
 - (c) Articles of the Consolidated Collective Agreement ending March 31, 2009, which have not been amended pursuant to (a) and (b) above.
4. Any outstanding grievances, as of the date of ratification, will continue to be processed pursuant to the collective agreement under which they were filed.
5. As outlined in Common Provisions Appendix A Pay Scales, the parties agree that there will be changes to the pay scales as follows:

July 1, 2009 4.75% increase on current rates
April 1, 2010 Subject to negotiation
April 1, 2011 Subject to negotiation

Negotiations for 2010 and 2011 may include changes to pay scales (excluding further changes to LSI), seniority units, benefits (excluding further changes to Bridge Benefits), and benefit program funding.
6. Further to the above.
 - (a) Employees who have been red-circled (Common Provisions Article 15) will receive the negotiated salary increase as per ‘5’ above.
 - (b) Employees who have been grandfathered (Part A Appendix A) will not receive the negotiated salary increase as per ‘5’ above.

- i. Effective July 1, 2009, these employees will receive a salary increase equivalent to Alberta Consumer Price Index (April 08 – March 09), which is 0.9%.
 - ii. Should a 0.9% salary increase result in a pay rate lower than the new Step 9 of the appropriate grade, the employee will be removed from the Grandfather list, deemed Regular, and placed on the new Step 9 of that grade effective July 1, 2009.
- 7. Beginning August 1, 2009, with a completion date of December 31, 2009, active employees with the employee type of Temporary >12, Trust >12, Replacement or Project Temporary, or Limited Term Trust will be converted to Regular.
- 8. Employees and managers will be able to access the electronic version of the new collective agreement. For those who require print versions, Parts A and B and C may be printed alone with Common Provisions for use by those managers and employees for whom only one of Parts A, B and C apply. Print copies for those who request them will be made available as soon as possible as follows:
 - 1. Common Provisions and Parts A and B
 - 2. Common Provisions and Part A
 - 3. Common Provisions and Part B
 - 4. Common Provisions and Part C

Originally signed the 21st day of May 2009 in Edmonton, Alberta.

Elaine Carlson
Spokesperson

Gerrie Rajotte
Spokesperson

Jeremy Wilhelm
Bargaining Team Member

Kathy Collins
Bargaining Team Member

Liz Berends
Bargaining Team Member

Elaine Coupland
Bargaining Team Member

Martin Coutts
Bargaining Team Member

Jason Hayes
Bargaining Team Member

Tony Maltais
Bargaining Team Member

Kim Koch
Bargaining Team Member

Bill Mowbray
Bargaining Team Member

Leonard Wampler
Bargaining Team Member

Jocelyn Rinn
Bargaining Team Member

THE GOVERNORS OF THE UNIVERSITY OF ALBERTA

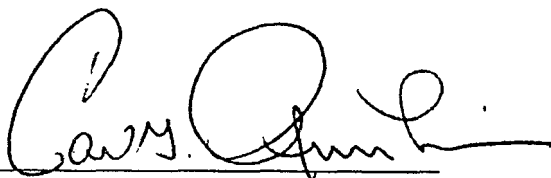
And

THE NON-ACADEMIC STAFF ASSOCIATION

SIGNING PAGE

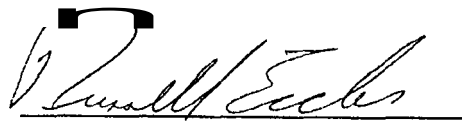
SIGNED on this 22nd Day of September 2009, in Edmonton Alberta.

**On Behalf of the
Governors of the University of Alberta:**

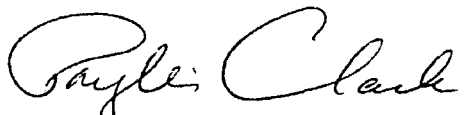


Carl Amrhein
Provost and VP (Academic)

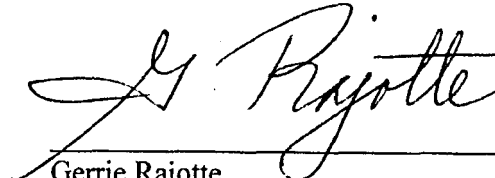
**On Behalf of the
Non-Academic Staff Association:**



Russell Eccles
President



Phyllis Clark
VP (Finance & Administration)



Gerrie Rajotte
Director of Operations

PART A – OPERATING AGREEMENT

Numerical Index

Article		Page
1	Definitions *	1
2	Employee Types and Application *	3
3	Probation and Trial Periods *	10
4	Hours of Work *	12
5	Shift Differential *	15
6	Overtime *	15
7	Call Back *	17
8	Standby *	19
9	Salaries *	20
10	Premiums	21
11	Retirement Bonus *	22
12	Service *	22
13	Seniority, Seniority Units and Job Families	24
14	Paid Holidays *	25
15	Winter Closure	26
16	Vacation Leave and Anniversary Day Off *	28
17	Illness and Proof of Illness *	31
18	Special Leave	35
19	Maternity and Parental Leave *	37
20	Position Disruption *	42
21	Postings, Transfers, Promotions and Responsibility Pay *	50
22	Leave Without Pay *	53
23	Benefit Plans	53
24	University Credit Courses	58
25	Human Resources Development Fund *	59
26	Discipline	62
27	Interim Staffing Solutions *	65
28	Supplemental Tradespersons – Facilities and Operations *	68
29	Exclusions	70

* Article amended

Alphabetical Index

Article Name	Article No.	Page
Benefit Plans	23	53
Call Back *	7	17
Definitions *	1	1
Discipline	26	62
Employee Types and Application *	2	3
Exclusions	29	70
Hours of Work *	4	12
Human Resources Development Fund *	25	59
Illness and Proof of Illness *	17	31
Interim Staffing Solutions *	27	65
Leave Without Pay *	22	53
Maternity and Parental Leave *	19	37
Overtime *	6	15
Paid Holidays *	14	25
Position Disruption *	20	42
Postings, Transfers, Promotions and Responsibility Pay *	21	50
Premiums	10	21
Probation and Trial Periods *	3	10
Retirement Bonus *	11	22
Salaries *	9	20
Seniority, Seniority Units and Job Families	13	24
Service *	12	22
Shift Differential *	5	15
Special Leave	18	35
Standby *	8	19
Supplemental Tradespersons – Facilities and Operations *	28	68
University Credit Courses	24	58
Vacation Leave and Anniversary Day Off *	16	28
Winter Closure	15	26

* **Article Amended**

Appendices

	Page	
Appendix A	Grandfathered Employees Base Pay Grid 2009 *	72
Appendix B	Interim Staffing Solutions Pay Schedule 2009 *	73
Appendix C	Seniority Units	74
Appendix D	Job Family Groupings	79
Appendix E	Contracting Out	80
Appendix F	Salary Treatment – Class III Steam Engineers	81
Appendix G	Continuous Operations – Pay on December 26	82
Appendix H	Regular Employees with Concurrent Non-Regular Employment **	83
Appendix I	Student Exclusions	84

* **Appendix amended**

** **New Appendix**

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 Common Provisions Appendix A or Appendix A of this Part.
- 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 she 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 1.20 and where she, 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 seven 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 Common Provisions Article 14 (Dispute Resolution Process).
- 1.09** “**Director, HRCS**” means the Director, Human Resource Consulting Services, of the University of Alberta.
- 1.10** “**Dismissal**” means the discharge of an employee from employment.
- 1.11** “**Double time**” means two 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 **“Illness”** means an employee illness, injury or quarantine including any illness-related portion of pregnancy or maternity leave.
- 1.16 **“Increment”** means the difference between one step and the next full step on a salary grade as set out in Common Provisions Appendix A.
- 1.17 **“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.
- 1.18 **“NASA”** means the University of Alberta Non-Academic Staff Association.
- 1.19 **“Non-established position”** means a position which is not budgeted or which ceases to exist after a definite term.
- 1.20 **“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.
- 1.21 **The “parties”** are the Employer and the Union.
- 1.22 **“Pay”** means the basic rate negotiated by the parties as outlined in Appendix A of this Part and Common Provisions Appendix A plus, where applicable, the additional payments of language premium, responsibility premium, as well as any agreed-to retroactivity.
- 1.23 **“Promotion”** means a move from one position to another position with a higher maximum base pay and with an increase in current base pay. It does not apply to Casual and Auxiliary employees who are rehired by the Employer within four months as per clause 12.10 (c).
- 1.24 **“Standby”** means being required, during a specified period of time when the employee is not at work, to be available to return to work.
- 1.25 **“Straight time”** means the hourly pay.
- 1.26 **“Supervisor”** means any person whose job function requires him/her to organize, direct and control the work of others, so designated by the Employer.
- 1.27 **“Time and one-half”** means 1 ½ times the hourly pay.
- 1.28 **“Transfer”** means a move from one position to another position with the same maximum base pay. It does not apply to Casual and Auxiliary employees who are rehired by the Employer within four months as per clause 12.10 (c).
- 1.29 **“Union”** means NASA.

ARTICLE 2 *

EMPLOYEE TYPES AND APPLICATION

2.01 This Agreement (Common Provisions and Part A) 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 - Definitions

- (a) **“Regular Employee” (in Established and Non-Established positions):**
- (i) **“Full-time Regular Employee”** means a person who is appointed to an established or non-established position of 35, 37.5 or 40 hours per week either on:
- a continuing basis; or
 - for recurring specified periods of more than six months per year.
- (ii) **“Part-time Regular Employee”** means a person who is appointed to an established or non-established part-time position and works regular hours that are 40% or more (but less than 100%) of the hours of work specified for the job either on:
- a continuing basis; or
 - for recurring specified periods of more than six months per year.
- (b) **“Auxiliary Employee”** means a person who does not fall within the definition of Regular employee and:
- (i) has accumulated more than 1707 hours (exclusive of the premium portion of overtime) by working in one or more positions, or
- (ii) has been appointed to work the hours of a Regular employee in one position for a specific period of more than 12 months but not more than 48 months.
- (c) **“Casual Employee”** means a person who does not fall within the definition of a Regular or Auxiliary employee and who works in one or more positions on a supplementary, irregular or intermittent basis.
- (d) **“Supplemental Tradesperson”** means a person hired by Facilities and Operations as a journeyman or apprentice and recruited by a requested referral from their respective outside trade union to be employed in one of the trade job titles listed in Common Provisions Appendix A.
- (e) **“Apprentice”** means a person who has signed a contract of apprenticeship with the Employer as provided for under the *Apprentice and Industry Training Act* but

does not include a Supplemental Tradesperson apprentice as defined in clause 2.02 (d) above.

- (f) **"Interim Staff"** means persons employed by Interim Staffing Solutions.

2.03 Application for Regular Employees

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

The provisions of this Agreement will apply to full-time Regular employees except where specifically excluded or modified.

The following articles will not apply to full-time Regular employees:

- Article 27 Interim Staffing Solutions
- Article 28 Supplemental Tradespersons – Facilities and Operations

When a full-time Regular employee is employed for recurring specified periods of more than six months each year, the terms and conditions of this Agreement will not apply during the inactive period, except as specified in clause 23.12 (Benefits – Regular Recurring Employees).

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

The provisions of this Agreement will apply to part-time Regular employees except where specifically excluded or modified.

The following articles will not apply to part-time Regular employees:

- Article 27 Interim Staffing Solutions
- Article 28 Supplemental Tradespersons – Facilities and Operations

When a part-time Regular employee is employed for a recurring specified period of more than six months each year, the terms and conditions of this Agreement will not apply during the inactive period, except as specified in clause 23.12 (Benefits – Regular Recurring Employees).

2.04 Application for Auxiliary Employees

- (a) The provisions of this Agreement will apply to Auxiliary employees except where specifically excluded or modified.

The following articles will not apply to Auxiliary employees:

- Article 27 Interim Staffing Solutions
- Article 28 Supplemental Tradespersons – Facilities and Operations

- (b) Hours paid as vacation, paid holidays, and the premium portion of overtime will not count toward the accumulation of 1707 hours under 2.02 (b) (i).
- (c) Employees who have accumulated more than 1707 hours in accordance with 2.02 (b) (i) will be entitled to the provisions of 2.04 (a) commencing the first pay period following such accumulation.
- (d) Auxiliary employees who work in excess of the limit described under 2.02 (b) (ii) in one position will become Regular employees.
- (e) An employee will cease to be an Auxiliary employee if they do not work for a period of four months. The Employer will not separate an Auxiliary employee or fail to assign them hours for the sole purpose of preventing the employee from maintaining their status as an auxiliary employee or from becoming a regular employee.

2.05 Application for Casual Employees

Casual employees will commence employment at Level 1.

- (a) Level 1 – The provisions of this Agreement will apply to Casual employees at Level 1 except where specifically excluded or modified.

The following articles will not apply to Casual employees at Level 1:

- Common Provisions Article 8 – Performance Reviews and Increments
- Common Provisions Article 9 – Workers’ Compensation Supplement
- Common Provisions Article 10 – Witness or Jury Duty
- Common Provisions Article 12 – Resignation
- Common Provisions Article 15 – Job Evaluation
- Common Provisions Article 16 – Job Evaluation Appeals
- Common Provisions Article 17 – Joint Committee on Job Evaluation System
- Common Provisions Article 19 – Reduced Duties Leading to Retirement
- Article 5 – Shift Differential
- Article 7 – Call Back
- Article 8 – Standby
- Article 10 – Premiums
- Article 11 – Retirement Bonus
- Article 13 – Seniority, Seniority Units and Job Families
- Article 15 – Winter Closure
- Article 17 – Illness and Proof of Illness
- Article 18 – Special Leave
- Article 20 – Position Disruption
- Article 21 – Postings, Transfers, Promotions and Responsibility Pay
- Article 22 – Leave Without Pay

- Article 23 – Benefit Plans
- Article 24 – University Credit Courses
- Article 25 – Human Resources Development Fund
- Article 26 – Discipline
- Article 27 – Interim Staffing Solutions
- Article 28 – Supplemental Tradespersons – Facilities and Operations

The following appendices will not apply to Casual employees at Level I:

- Common Provisions Appendix B – Non-Academic Job Evaluation System Review
- Common Provisions Appendix D1 & D2 – Terms of Reference and Agreement Respecting Benefit Cost Management
- Common Provisions Appendix E – Physical Education and Recreation
- Common Provisions Appendix G – Learning and Development Committee (HRDF) Terms of Reference
- Common Provisions Appendix H – Time Off for Union Business
- Common Provisions – Appendix L – Consultation Guidelines – Parts A, B and C Article 20 (Position Disruption)
- Common Provisions – Appendix N – Administration of the Employee Illness Process
- Appendix A – Grandfathered Employee Base Pay Grid
- Appendix C – Seniority Units
- Appendix D – Job Family Groupings
- Appendix E – Contracting Out
- Appendix F – Salary Treatment – Class III Steam Engineers
- Appendix G – Continuous Operations – Pay on December 26

Student Employees – Students attending the University of Alberta on a full-time basis (as defined by the University calendar) who are covered by this Agreement and are employed as Casual employees will be entitled to the same provisions as Casual employees at Level 1, subject to the following:

- Student employees will not accumulate hours toward Level 2 or status as an Auxiliary employee, except where the Student employee has been employed on a casual basis for a cumulative period of four years. Student employees will receive a 1.5% increase to their rate of pay in recognition of their ineligibility to progress beyond Level 1.
- Hours worked by Student employees at Level 1 will count toward progression to Level 2 and status as an Auxiliary employee if the employee ceases to be a full-time student and continues to **work** without a four-month break or works beyond four cumulative years.

- Hours worked as a Student employee will be considered service if the employee is appointed from casual employment to a regular position without a break in employment.
 - A Student employee will not be able to complete a probation period and Article 3 (Probation and Trial Periods) will not apply.
- (b) **Level 2** – Casual employees will progress from Level 1 to Level 2 when they have worked more than 1000 hours in one or more positions. Hours paid as vacation, paid holidays and the premium portion of overtime will not count toward the accumulation of the 1000 hours.

The provisions of this Agreement will apply to Casual employees at Level 2 except where specifically excluded or modified.

The following articles will not apply to Casual employees at Level 2:

- Common Provisions Article 8 – Performance Reviews and Increments
- Common Provisions Article 9 – Workers’ Compensation Supplement
- Common Provisions Article 10 – Witness or Jury Duty
- Common Provisions Article 12 – Resignation
- Common Provisions Article 15 – Job Evaluation
- Common Provisions Article 16 – Job Evaluation Appeals
- Common Provisions Article 17 – Joint Committee on Job Evaluation System
- Common Provisions Article 19 – Reduced Duties Leading to Retirement
- Article 5 – Shift Differential
- Article 7 – Call Back
- Article 8 – Standby
- Article 10 – Premiums
- Article 11 – Retirement Bonus
- Article 15 – Winter Closure
- Article 20 – Position Disruption
- Article 24 – University Credit Courses
- Article 27 – Interim Staffing Solutions
- Article 28 – Supplemental Tradespersons – Facilities and Operations

The following appendices will not apply to casual employees at Level 2:

- Common Provisions Appendix B -- Non-Academic Job Evaluation System Review
- Common Provisions Appendix D1 & D2 – Terms of Reference and Agreement Respecting Benefits Cost Management
- Common Provisions Appendix H – Time Off for Union Business
- Common Provisions Appendix L – Consultation Guidelines – Parts A, B and C Article 20 (Position Disruption)
- Appendix A – Grandfathered Employee Base Pay Grid
- Appendix C – Seniority Units

- Appendix D – Job Family Groupings
 - Appendix F – Salary Treatment – Class III Steam Engineers
 - Appendix G – Continuous Operations – Pay on December 26
- (c) Hours worked by a Casual employee will not count towards progression to higher levels if the employee does not work for a period of four months. The Employer will not separate a Casual employee or fail to assign them hours for the sole purpose of breaking their accumulation of hours.

2.06 Application for Supplemental Tradespersons – Facilities and Operations

The provisions of this Agreement will apply to Supplemental Tradespersons except where specifically excluded or modified.

The following articles will not apply to Supplemental Tradespersons:

- Common Provisions Article 8 – Performance Reviews and Increments
- Common Provisions Article 9 – Workers’ Compensation Supplement
- Common Provisions Article 10 – Witness or Jury Duty
- Common Provisions Article 11 – Religious Observance
- Common Provisions Article 12 – Resignation
- Common Provisions Article 13 – Position Abandonment
- Common Provisions Article 15 – Job Evaluation
- Common Provisions Article 16 – Job Evaluation Appeals
- Common Provisions Article 17 – Joint Committee on Job Evaluation System
- Common Provisions Article 19 – Reduced Duties Leading to Retirement
- Article 3 – Probation and Trial Period
- Article 8 – Standby
- Article 10 – Premiums
- Article 11 – Retirement Bonus
- Article 13 – Seniority
- Article 14 – Paid Holidays
- Article 15 – Winter Closure
- Article 16 – Vacation Leave and Anniversary Day Off
- Article 17 – Illness and Proof of Illness
- Article 18 – Special Leave
- Article 19 – Maternity and Parental Leave
- Article 20 – Position Disruption
- Article 22 – Leave Without Pay
- Article 23 – Benefit Plans
- Article 24 – University Credit Courses
- Article 26 – Discipline
- Article 27 – Interim Staffing Solutions

- Article 29 – Exclusions

Except for Common Provisions Appendix A, the appendices will not apply to supplemental tradespersons.

2.07 Application for Apprentices

- (a) The provisions of this Agreement will apply to Apprentices except where specifically excluded or modified.

The following articles will not apply to Apprentices:

- Common Provisions Article 8 – Performance Reviews and Increments
- Common Provisions Article 12 – Resignation
- Common Provisions Article 16 – Job Evaluation Appeals
- Article 3 – Probation and Trial Periods
- Article 11 – Retirement Bonus
- Article 20 – Position Disruption
- Article 21 – Postings, Transfers, Promotions and Responsibility Pay
- Article 24 – University Credit Courses
- Article 27 – Interim Staffing Solutions
- Article 28 – Supplemental Tradespersons – Facilities and Operations
- Article 29 – Exclusions

- (b) An Apprentice who completes his/her apprenticeship and continues to be employed will become an Auxiliary employee.

2.08 Application for Interim Staff

The provisions of this Agreement will apply to interim staff except where specifically excluded or modified.

The following articles will not apply to interim staff

- Common Provisions Article 8 – Performance Reviews and Increments
- Common Provisions Article 9 – Workers’ Compensation Supplement
- Common Provisions Article 10 – Witness or Jury Duty
- Common Provisions Article 11 – Religious Observance
- Common Provisions Article 12 – Resignation
- Common Provisions Article 13 – Position Abandonment
- Common Provisions Article 15 – Job Evaluation
- Common Provisions Article 16 – Job Evaluation Appeals
- Common Provisions Article 17 – Joint Committee on Job Evaluation System
- Common Provisions Article 19 – Reduced Duties Leading to Retirement
- Article 3 – Probation and Trial Period

- Article 4 – Hours of Work
- Article 5 – Shift Differential
- Article 6 – Overtime
- Article 7 – Call Back
- Article 8 – Standby
- Article 9 – Salaries
- Article 10 – Premiums
- Article 11 – Retirement Bonus
- Article 12 – Service
- Article 13 – Seniority
- Article 15 – Winter Closure
- Article 16 – Vacation Leave and Anniversary Day Off
- Article 17 – Illness and Proof of Illness
- Article 18 – Special Leave
- Article 19 – Maternity and Parental Leave
- Article 20 – Position Disruption
- Article 21 – Postings, Transfers, Promotions and Responsibility Pay
- Article 22 – Leave Without Pay
- Article 23 – Benefit Plans
- Article 24 – University Credit Courses
- Article 25 – Human Resources Development Fund
- Article 28 – Supplemental Tradesperson – Facilities and Operations
- Article 29 – Exclusions

Except for Appendix B (ISS Salary Schedule) and Common Provisions Appendix E (Physical Education and Recreation) the appendices will not apply to interim staff.

ARTICLE 3 *

PROBATION AND TRIAL PERIODS

Probation Periods

3.01 After the initial commencement date of employment, the probation period of an employee should not be more than:

- (a) six months of **work** for employees in positions from Grades 1 to 10, or
- (b) twelve months of work for employees in positions from Grade 11 to 15.

The probation period can be extended by the Employer for up to three additional months of work, for reasons that are outlined in writing to the employee, the Union and Employee Relations.

- 3.02** Supervisors and employees are encouraged to share feedback at least midway through the probation period.
- 3.03** Where an ISS employee becomes a Regular employee in the same position with no break in appointment and has not completed his/her probation period, the probation period will be reduced by the number of working months completed as an employee in the job, provided the employee is performing the full range of duties that would normally be performed by a Probationary employee at that time.
- 3.04** During the probation period, the Employer (in consultation with Employee Relations) may dismiss a probationary employee. The employee will receive five working days' written notice if his/her period of employment is more than three months.

3.05 Auxiliary and Casual Employees

- (a) For the purposes of a probation period as per clause 3.01 above, the initial commencement date of employment is deemed to be the first day of work when all of the following conditions are met:
- i. the work must not be intermittent in nature, and
 - ii. the employee must work 40% or more of the regular hours of work specified for the job, and
 - iii. the appointment upon hiring must be for a period longer than the applicable probation period.
- (b) Further to clause 3.05 (a), where such an employee becomes a Regular employee in the same position with no break in appointment and without completing a probation period, the probation period in the Regular appointment will be reduced by the number of months of probation already successfully completed, provided the employee is performing the full range of duties that would normally be performed by a probationary employee at that time.
- (c) An employee who completes probation on an Auxiliary or Casual appointment but has not been performing the full range of duties that would normally be performed by a Regular employee at that time will have a trial period applied upon appointment to full duties as per clause 3.06.
- (d) Clauses 3.02 and 3.04 apply as written and clause 3.03 does not apply.
- (e) An employee who moves directly to a new job or who is rehired by the Employer within four months as per clause 12.10 (c) will be subject to the terms of a probation period if one has not already been successfully completed.

Trial Periods

- 3.06** An employee who has completed his/her probation period and transfers or is promoted will have a trial period of three months of work, which may be extended by the Employer for another three months of work for reasons that are outlined in writing to the employee, the Union and Employee Relations.

3.07 Regular Employees

- (a) 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) Upon reversion, the employee will be treated in accordance with the rights s/he held immediately prior to the trial period.

3.08 Auxiliary and Casual Employees

- (a) When such an employee is affected by a trial period reversion as per clause 3.07, s/he will be terminated from that position.
- (b) An employee who moves directly to a new job or is rehired by the Employer within four months as per clause 12.10 (c) will be subject to the terms of a trial period if a probation period has been successfully completed.
- (c) If the employee is deemed unable to perform the duties of the new job satisfactorily during the trial period, s/he will be terminated from the position and will retain service for another four months, unless clause 12.10 (b) applies.

3.09 No trial period will be required on disciplinary or involuntary demotion.

ARTICLE 4 *

HOURS OF WORK

4.01 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 five days with two consecutive days off.
- (d) The regular work day for all employees covered by this Agreement will not be increased, except by mutual agreement. If clause 4.05 applies, mutual agreement of the parties is required.
- (e) An employee will not be required to work a split shift except by mutual agreement.

- 4.02**
- (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 two weeks. This provision will not be used repeatedly so as to circumvent the requirement for notice given above.

4.03 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) four hours prior to the start of his/her shift.
- (c) Should an employee fail to comply with clause 4.03 (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.

4.04 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 more than two hours.
- (c) Employees scheduled to work for more than four hours are entitled to at least ½ hour of unpaid time at approximately the mid-point of their working day.

4.05 Modified Hours

- (a) Where shifts and/or hours of work, different from those contemplated in clause 4.01, are initially 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.
 - (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.
 - (iii) Such a proposal may only be implemented where the Union and the Employer have agreed, in writing, to the required modifications of the terms of this Collective Agreement, and the majority of the employees affected have approved.
- (b) Once a modified hours of work agreement is in place, it may only be changed by the Employer to revert back to the provisions of clause 4.01 unless the parties agree to a different modified hours of work agreement.
- (c) The employees affected by the provisions of (b) above will be provided with written notice of the new modified hours agreement a minimum of 45 calendar days prior to the implementation of the new agreement.
- (d) A signed copy of a modified hours of work agreement in accordance with clause (a) or (b) above will be provided to each affected employee and each new hired employee.

4.06 Casual Level 1 Employees

Only clauses 4.03 and 4.04 apply to this employee group. Otherwise, the hours of work are as per Employment Standards.

ARTICLE 5 *

SHIFT DIFFERENTIAL

- 5.01** Employees will be paid a shift differential for all hours worked on the afternoon or evening shift of \$1.60 per hour.
- 5.02** 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.
- 5.03** 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.
- 5.04** For Heating and Cooling Plant and Control Centre, shift differential will be paid for all hours worked between 1500 and 0700 hours.

ARTICLE 6 *

OVERTIME

The definition of Overtime can be found in Article 1(Definitions), clause 1.19.

6.01 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.

Regular, Auxiliary, Casual Level 2 and Supplemental Trades Employees

6.02 Rates and Calculation

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

- (a) time and one-half for the first two hours worked, and
- (b) double time for all hours worked thereafter.

6.03 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 worked up to the scheduled daily hours for said full-time employee,
- (b) time and one-half for the first two hours worked more than specified in clause 6.03 (a), and
- (c) double time for all hours worked thereafter.

- 6.04** Notwithstanding clauses 6.02 and 6.03, where an employee is required to work overtime on both of his/her regular consecutive days of rest, s/he will be paid at two times for all hours worked on the second day of rest.
- 6.05** (a) Where an employee is required to work overtime which adjoins his/her regular shift, s/he will receive a minimum compensation of one 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 two hours at the applicable overtime rate.
- 6.06** Overtime pay will be:
- (a) calculated to the nearest quarter of an hour, subject to clause 6.05,
- (b) calculated on the basis of the employee's pay in effect at the time the overtime occurred, and
- (c) paid no later than one month immediately following the month in which the overtime occurred.

6.07 Compensating Time Off

Notwithstanding clause 6.06, an employee with less than two weeks banked overtime 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 six 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 six month period.

6.08 Meal Breaks

Where an employee is required to work more than two hours of overtime on his/her regular work day, s/he will:

- (a) upon completion of the first two 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 four hours thereafter, have clause 6.08 (a) apply to him/her.

6.09 Where an employee is required to work more than four 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 four 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.

6.10 An employee will be entitled to at least eight consecutive clear hours during the normal break between any two 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 eight 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 two times for all hours worked on his/her next regular shift which fall within the eight consecutive clear hours.

Casual Level 1 Employees

6.11 Clauses 6.02 to 6.10 will not apply to Casual Level 1 employees; however, such employees are entitled to pay at time and one-half the employee's wage rate for any hours worked more than eight hours per day or 40 hours per week.

ARTICLE 7 *

CALL BACK

The definition of call back can be found in Article 1 (Definitions), clause 1.03.

7.01 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 two hours at the applicable overtime rate; and
- (c) if required to work more than four hours, upon completion of every four 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.

7.02 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 two hours at straight time;
- (d) be paid at double time for all hours worked in excess of his/her regularly scheduled daily hours;
- (e) if required to work more than four hours, upon completion of every four 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.

7.03 Where an employee is called back more than once on the same day, clauses 7.01 or 7.02 as the case may be, will apply to every one of such call backs, except that, in the case of clause 7.02, clauses 7.02 (b) and (f) will apply only once.

7.04 Call back pay under clauses 7.01 (b) and 7.02 (c) and (d) will be:

- (a) calculated to the nearest quarter 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 one month immediately following the month in which the call back occurred.

7.05 Notwithstanding clause 7.04, 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 six 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 six month period.

7.06 An employee will be entitled to at least eight consecutive clear hours during the normal break between any two consecutive regular shifts. It will be the responsibility of the Employer to ensure that an employee called back will be provided with the eight 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 two times for all hours worked on his/her next regular shift which fall within the eight consecutive clear hours.

ARTICLE 8 *

STANDBY

The definition of Standby can be found in Article 1 (Definitions), clause 1.24.

8.01 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.

Effective November 1, 2009, 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 \$25.00, if the standby is on his/her regular work day;
- (b) be paid \$40.00, if the standby is on his/her regular day of rest; or
- (c) be paid \$40.00, 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.

8.02 Where an employee on standby is called back, s/he will be covered, as the case may be, by:

- (a) both clauses 7.01 and 8.01 (a),
- (b) both clauses 7.01 and 8.01 (b), or
- (c) both clauses 7.02 and 8.01 (c), except that s/he will receive only once his/her regular work day's pay and be given only one lieu day.

8.03 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 prior to the implementation of the requirement. This clause will not negate the payment of standby compensation.

ARTICLE 9 *

SALARIES

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

9.02 Rates of Pay

- (a) Casual Level 1 employees will be paid no less than 75% of the rates of base pay.
- (b) Casual Level 2 and Auxiliary employees will be paid no less than 100% of the rates of base pay.

9.03 The rate of base pay set out in Common Provisions Appendix A will not be reduced except with the concurrence of the Union.

9.04 Where the Employer increases the range of rates of base pay in Common Provisions Appendix A and Appendix B of this Part, 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.

9.05 Tradesperson

- (a) An employee who is not employed under a trades job title listed in Common Provisions 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.

9.06 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.

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

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

9.09 The Employer is entitled to recover overpayment of salary resulting from errors. Employees are responsible for reporting overpayments as soon as they become aware of the overpayment. Repayment schedules will be based on the magnitude of the overpayment, length of time over which the error occurred, length of work time remaining, the taxation year and the impacts on the employee such as pension. Schedules will be made by mutual agreement pursuant to a process agreed between the parties. Agreement will not be unreasonably withheld. The parties agree that this clause will constitute the written assignment required of the employee for repayment.

ARTICLE 10

PREMIUMS

10.01 Second Language Premium

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

10.02 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 ten 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 Common Provisions Article 14 (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 1.22 (Definitions – Pay) of the Agreement. Market supplements will be reviewed annually thereafter by the Joint Committee established under Common Provisions Article 7 (Labour/Management and Health and Safety Committees). The Employer and the Union may waive the time limits noted in this clause by mutual agreement.

ARTICLE 11 *

RETIREMENT BONUS

- 11.01** An eligible employee will receive, as a retirement bonus, one week's base pay per full year of employment up to a maximum of 25 days' pay.
- 11.02** Eligible employees must have completed a minimum of five years of pensionable service at date of
- (a) Normal retirement – where an employee retires at age 65 or at the point when the sum of hisher age and hisher 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 hisher 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 hisher 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 hisher medical condition.

Employees retiring after December 31, 2010, must have 20 years of pensionable service in order to be eligible for this retirement bonus.

- 11.03** The retirement bonus may be either used as a pre-retirement vacation or paid out on the retirement date.
- 11.04** A person is eligible for only one retirement bonus from the Employer.

ARTICLE 12 *

SERVICE

Regular Employees

- 12.01** 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.

- 12.02** Approved leave with pay, time on LTD, WCB leave, leave as per Article 19 (Maternity and Parental Leave), and leave as per clause 22.03 (Leave Without Pay – Union Official) for any duration will be counted as service.
- 12.03** Approved leave without pay and time on continuous layoff of more than one calendar month will not be counted as service; however, for the sole purpose of reinstatement of illness only (clause 17.08), approved leave without pay will count as service.
- 12.04** An employee will forfeit hisher service when she:
- (a) voluntarily resigns, including position abandonment;
 - (b) is dismissed for just cause;
 - (c) fails to return to work within ten days of receipt of notice of recall;
 - (d) is laid off for a period of more than 24 consecutive calendar months; or
 - (e) is terminated on probation.
- 12.05** 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, she will bring hisher service with him/her, subject to clause 12.04.
- 12.06** Where an apprentice (other than Supplemental Tradespersons), having completed hisher apprenticeship, becomes a regular journeyman or regular employee in another job title, his/her apprentice employment time will count as service.

Casual and Auxiliary Employees

12.07 Calculating Service

- (a) Partial months are rounded to the nearest whole.
 - (b) Hours worked are divided by 142 to arrive at the number of months. These hours will be used to establish a service date when needed.
 - (c) Casual and Auxiliary employees earn service based on their hours worked (exclusive of the premium paid on overtime, vacation and paid holidays).
 - (d) When the status of a Casual or Auxiliary employee changes to Regular, a service date is calculated based on hours worked, exclusive of overtime, the premium paid on overtime, vacation and paid holidays.
- 12.08** No employee may have a service date prior to his/her start date, or prior to any break of four months.
- 12.09** Hours worked as a casual or student prior to July 1, 2006, do not contribute to hours worked.
- 12.10** An employee will forfeit hisher service when she:
- (a) voluntarily resigns, including position abandonment;
 - (b) is dismissed for just cause;

- (c) has a break in employment of more than four months; or
- (d) is terminated on probation.

ARTICLE 13

SENIORITY, SENIORITY UNITS AND JOB FAMILIES

13.01 “Seniority” means the length of service in the bargaining unit. It will apply by Job Family Groupings (Appendix D) within a Seniority Unit (Appendix C).

3.02 Notwithstanding clause 13.01, all apprentices in Planning and Infrastructure will be considered to be in one seniority unit and their seniority will apply by year of apprenticeship within their specific trade.

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

13.04 Job Families and Seniority Units

- (a) The Union and the Employer agree to the Job Families as outlined in Appendix D and Seniority Units in Appendix C.
- (b) The Employer will consult with the Union on the Job Families and 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) 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 Common Provisions Article 14 (Dispute Resolution Process).
- (e) The Employer agrees to notify affected employees of any planned change to Job Families and/or Seniority Units.

ARTICLE 14 *

PAID HOLIDAYS

Regular, Temporary and Auxiliary (Salary) Employees

14.01 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	

14.02 Where a paid holiday under clause 14.01 falls on a Saturday or Sunday, the paid holiday will be observed on the following Monday.

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

14.04 To be eligible for paid holidays, an employee must be at work (or on approved leave with pay) hisher last normal working day before the paid holiday or his/her first normal working day after.

14.05 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 14.07, an employee will only be considered to have worked on a paid holiday when s h e works on one of the specific days set out in clause 14.01.

4.06 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.

4.07 (a) When an employee is required to work on a paid holiday, s h e will be paid at two 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 14.03 will not apply.

(b) Where the employee works less than hisher regular daily hours, s h e will be paid at straight time for the balance of those hours s h e 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 hisher regular hours.

- (d) The minimum payment for working on a paid holiday is two hours at applicable overtime rates.

14.08 Notwithstanding clause 14.06, an employee working in continuous operations will have the opportunity to schedule the lieu day in conjunction with hisher normal rest days or with hisher next period of vacation leave. Not more than five 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.

14.09 Part-time Regular and Part-time Auxiliary (Salary) Employees

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

14.10 Apprentices

This Article will not apply, however, the apprentice will receive as holiday pay the sum equivalent to that which s/he receives for hisher 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 double time hisher normal rate for the hours worked.

14.11 Casual Employees

These employees are paid an additional 3.46% on hourly pay, exclusive of overtime and premiums. This percentage is to be applied in lieu of paid holidays. If s/he is required to work on such a holiday, s/he will be paid time and one-half hisher normal rate for hours worked.

14.12 Auxiliary Employees (Hourly)

These employees are paid an additional 4.23% on hourly pay, exclusive of overtime and premiums. This percentage is to be applied in lieu of paid holidays. If s/he is required to work on such a holiday, s/he will be paid double time hisher normal rate for the hours worked.

ARTICLE 15

WINTER CLOSURE

15.01 Regular and Auxiliary Employees

Employees will normally be entitled to four 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, she will receive straight time pay and an alternative day off with pay. This day will be scheduled for a mutually agreeable time within six 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 she 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 4.05 (Modified Hours) will be entitled, at a mutually agreeable time (no more than six 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.
- (f) For Auxiliary Employees who are paid hourly and whose working hours vary from week to week, the hours paid for Winter Closure will be the average of the hours worked by that employee the week before and the week after Winter Closure.

15.02 Apprentices

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

15.03 Casual Employees

- (a) The regular scheduled work days will be designated as days off without pay (i.e., unpaid and not worked).
- (b) Where an employee is scheduled and required to work on one or more of these days off, she will receive straight time pay.

ARTICLE 16 *

VACATION LEAVE AND ANNIVERSARY DAY OFF

16.01 Vacation Year

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

16.02 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 1/4 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 1/2 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).

16.03 Credits or Pay During Leaves

- (a) Whether full-time or part-time, an employee will continue to earn vacation credits for the first two 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 of more than one month.
- (b) After the first two consecutive months of leave as above, an employee working while on part-time illness leave or returning in a rehabilitation position, either full-time or part-time, will receive vacation pay at the appropriate level of entitlement pro-rated based on the time at work.
- (c) Any payment of vacation pay during an employee's LTD period will not be considered as a direct or indirect offset.

16.04 Clause 16.02 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).

- 16.05** 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 16.02. However, vacation pay for vacation credits, if any, while s/he was a part-time employee will remain governed by clause 16.04.
- 16.06** Notwithstanding clause 16.01, but subject to clause 16.08, 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.
- 16.07** 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 16.08.
- 16.08** Vacation will be scheduled by mutual agreement between the employee and his/her Department Head and in keeping with the Employer's "Managing Staff Vacation Procedure – Support Staff".
- (a) The Department Head will accommodate the employee's choice of vacation time(s), subject to operational requirements.
 - (b) Where operational requirements prevent two or more employees within the same seniority unit from taking their vacation at the same time, their seniority will be the determinant.
 - (c) 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.
- 16.09** Once vacations are authorized they will not be changed except:
- (a) by the Employer in the event of an operational emergency, or
 - (b) by mutual agreement.
- 16.10** 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.
- 16.11** Where an employee is hospitalized during his/her vacation, the duration of his/her hospitalization will be charged against his/her illness leave 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.
- 16.12** Where an employee has exhausted his/her illness leave, s/he will have the right to use his/her vacation credits, if any, to cover his/her absence due to illness.
- 16.13** In keeping with the Employer's "Managing Staff Vacation Procedure – Support Staff", 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.

16.14 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 ten work days prior to the commencement of his/her vacation.

16.15 Vacation credits, if any, will be paid out to an employee:

- (a) on the date of his/her cessation of employment with the Employer, or
- (b) when the position is deemed vacant by the Employer as a result of long term illness, or
- (c) upon taking a transfer or promotion from a regular operating position to a trust position.

16.16 Auxiliary Employees and Apprentices

- (a) Auxiliary Employees (Hourly) and Apprentices

This Article will not apply to Auxiliary employees who are paid hourly or Apprentices. Instead, such employees will receive vacation pay at the rate of six percent of the base rate, exclusive of overtime and premiums, for each pay period. In each 12-month period the employee will be entitled to take three weeks time off without pay as vacation. This period will be approved as outlined in clause 16.08. It will not be considered a break in service, nor will it contribute to hours worked for the purposes of the accumulation of hours for the service formula.

- (b) Auxiliary Employees (Salary)

This Article will apply to Auxiliary employees who are paid monthly, as amended below:

- (i) Clause 16.02 will apply only in part. These employees will earn vacation at the rate of 1 ¼ work days per calendar month of employment.
- (ii) Clause 16.15 will not apply. Instead these employees will be paid out their vacation credits at the end of their employment in any particular position.
- (iii) Time spent on vacation does not contribute to hours worked for the purpose of the accumulation of hours for the service formula.
- (iv) Vacation entitlement for part-time employees will be pro-rated in accordance with the actual hours worked (exclusive of overtime and callback).

16.17 Casual Employees

This Article will not apply to Casual employees. Instead, such employees will receive vacation pay at the rate of four percent of base rate, exclusive of overtime and premiums, for each pay period. If Casual employees work more than 12 months, they will be entitled

to take up to three weeks time off without pay as vacation in each 12-month period. This period will be approved as outlined in clause 16.08 and will not be considered a break in service, nor will it contribute to hours worked.

16.18 Anniversary Day Off

- (a) In recognition of service to the Employer, the parties agree that employees will receive one day off with pay upon reaching their 25th anniversary with the Employer.
- (b) 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.

ARTICLE 17 *

ILLNESS AND PROOF OF ILLNESS

The definition of Illness can be found in Article 1 (Definitions), clause 1.15.

17.01 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.

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

17.03 **“Casual illness”** means an employee illness resulting in absence from work for a period of three consecutive work days or less for which no medical certificate is required, and for appointments as per clause 17.06 and subject to clause 17.07. Where an employee has used his/her casual illness leave in any one service year, s/he may provide a medical certificate for additional absences of three work days or less, and the absence will be considered as general illness.

17.04 **“General illness”** means a medically documented employee illness resulting in an absence from work for a period of more than three consecutive work days.

17.05 **“Service year”:**

- (a) “Service year” for a Regular employee begins with the initial date of service and continues with each full year of service thereafter, subject to Article 12 (Service).

- (b) “Service year” for an Auxiliary employee is each period of 1707 hours worked, subject to Article 12 (Service).

17.06 Medical and Dental Appointments

Time off to attend the employee’s 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 leave.

17.07 Illness Leave

- (a) For a Regular employee, 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 two weeks, i.e., ten work days, may be used as casual illness.
- (b) For an Auxiliary employee, leave of absence with pay is allowable on account of illness from the date the employee becomes Auxiliary. The employee has 921 hours available for illness leave, of which 71 hours may be used as casual illness and 850 hours may be used for general illness. The maximum duration of illness leave following the onset of an illness is 26 weeks.

17.08 Reinstatement of Illness Leave

Illness leave is reinstated at the beginning of each service year, 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 leave for that year.
- (b) After an employee uses his/her illness leave in any one service year, s/he is not entitled to further illness leave in the next service year until s/he has completed ten consecutive days of work from the date of his/her return to work.

17.09 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 illness 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.

17.10 Proof of Illness

- (a) For any absence due to illness of more than three work days but not more than ten work days, an employee will provide a medical certificate from a physician to his/her Manager. The medical certificate will specify:
 - (i) that the employee is 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 three work days or less, medical certificates will not be required except where the employee has had a maximum of ten 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) The employee will be required to submit medical documentation from a physician to HPaWS (Health Promotion and Worklife Services), maintain regular contact with HPaWS, and also keep his or her manager advised of the duration of the illness when:
 - i. the illness is known initially to be for more than ten working days, or
 - ii. the illness continues for more than ten working days, or
 - iii. where there is a discernable pattern of shorter duration absences as determined by the Employer.

Any costs associated with providing this required information will be paid for by the Employer. If the employee does not return to work on the specified return date(s), further medical documentation is required.

- (e) Absences as per clause 17.10 (d) must be supported by medical documentation which includes the following:
 - i. that the employee is unable to attend work and perform his/her regular duties due to illness or injury, and
 - ii. the prognosis for full recovery, including the expected duration of the illness or injury, and
 - iii. the limitations and medical restrictions to be accommodated in order for the employee to attend work and perform meaningful work, and
 - iv. the expected duration of each limitation or restriction, and
 - v. the date the employee will be reassessed.

As the illness progresses, continued objective medical information is required.

- (f) Where medical certificate(s) or documentation is required but not provided, the absence is considered leave without pay, subject to the approval of the Employer.

17.11 Independent Medical Examination

- (a) In the absence of objective medical information from the treating physician(s), in cases of prolonged absence caused by illness or where a medical condition is believed to be adversely affecting an employee's work, HPAWS may require that the employee undergo an Independent Medical Exam (IME). The physician will submit a medical report to HPAWS 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 the mutual agreement of the parties.

17.12 Return-to-Work from Illness Leave

The employee has an obligation to accept a Return-to-Work plan that is based on consistent, objective medical information to either full or modified duties or hours as follows:

- (a) first to the pre-illness position, or
- (b) second to another position with the Employer if the pre-illness position cannot be adapted to the limitations and restrictions.

17.13 Long Term Disability (LTD)

If the illness leave is expected to exceed 26 weeks, an eligible employee may apply for LTD pursuant to clause 23.06 (Long Term Disability). Where medical documentation indicates the employee may need to apply for LTD, the employee will be provided with LTD application forms no later than the 20th week of illness leave. Notwithstanding the Employer's and employee's obligations under clause 17.12, if the employee's application is approved, the employee will be placed on LTD. If the employee's application is denied, the employee may appeal the decision in accordance with the appeal provisions of the LTD Plan.

17.14 Part-time Employees

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

17.15 Casual Level 2 Employees

In lieu of the provisions of clause 17.07, these employees will earn illness entitlement at the rate of seven hours for each 142 hours worked.

ARTICLE 18

SPECIAL LEAVE

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

18.02 Upon receiving authorization from the Employer, an employee will be granted leave with pay for the following reasons up to the maximum time indicated.

18.03 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 three working days together with any necessary traveling time, not more than two working days, with pay.
- (b) An employee will be allowed up to one day with pay to attend the funeral of persons other than those specified above.
- (c) Leave with pay up to two 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, she 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, she may be

allowed compassionate leave in respect of such absence, normally to the extent provided above, at the discretion of the Employer.

18.04 Emergency or Disaster Conditions

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

18.05 Birth or Adoption

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

18.06 Moving

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

18.07 Citizenship Hearing

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

18.08 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 is not more than ten working days per fiscal year. Additional compassionate leave (clause 18.03) will be granted when ten days leave with pay has already been utilized within a fiscal year.

18.09 Casual Level 2 Employees

A Casual Level 2 employee will be entitled to the provisions of clause 18.03 only. 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 is not more than 35.5 hours per fiscal year.

18.10 Part-time Regular and Auxiliary Employees

A part-time Regular or Auxiliary 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 19 *

MATERNITY AND PARENTAL LEAVE

GENERAL PROVISIONS

- 19.01** For the purpose of this Article, “employment” means the most recent period of continuous employment with the Employer without a four-month break. Employment is not continuous if an employee resigns, is terminated for cause or does not return from recall.
- 19.02** Where an employee requires leave pursuant to this Article, written notification is to be provided to the supervisor and Human Resources as follows:
- (a) For maternity leave, the employee will apply for such leave a minimum of three months prior to the expected date of birth. Such leave can commence at any time during the 12 weeks immediately prior to the estimated date of delivery but no later than the date of delivery. Upon application, the employee will advise of the anticipated return date.
 - i. At the time of application, the employee will provide written verification of pregnancy and anticipated date of delivery. This verification is normally provided by a physician; however, verification by a registered midwife is acceptable for a top up period of eight weeks. This is the only circumstance in which an absence can be verified by a paramedical practitioner.
 - ii. The normal illness-related portion of a maternity leave is considered to be eight weeks to commence no later than the date of delivery. Maternity-related illness leave longer than eight weeks must be supported by medical evidence from a physician.
 - (b) For parental leave, an eligible employee will apply for such leave a minimum of one month prior to the anticipated birth or adoption date, or provide as much notice as possible. Such leave will commence no sooner than the actual birth or adoption date. Such leave will commence no later than 52 weeks after the actual birth or adoption date. Upon application, the employee will advise of the anticipated return date.
- 19.03** No employee will be eligible for leave under this Article that is more than 12 months, per birth or adoption, unless otherwise approved.
- 19.04** An Auxiliary employee on an appointment with an end date occurring during the course of the leave will not be eligible for any further entitlements under the Collective Agreement beyond the appointment’s original end date, unless the appointment period

has been extended. This does not affect the four-month service break period referenced in clause 19.13.

19.05 A pregnant employee who provides medical evidence from a 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 four months of pregnancy, which necessitates an absence of longer than 12 months, the employee may request further leave without pay.

19.06 (a) Where an employee is entitled to benefits, the employee is required to advise Human Resources prior to the commencement of maternity or parental leave regarding the continuation of benefit coverage for the duration of the leave. Benefit coverage will be provided for the illness-related portion of a maternity leave as per clause 19.02 (a). If an employee opts to continue benefit coverage with the Employer beyond the illness-related portion of maternity leave and/or for the full duration of parental leave, s/he must prepay the premiums.

(b) 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.

19.07 An employee who wishes to resume employment on expiration of approved maternity or parental leave will provide at least four weeks notice in writing of the day s/he intends to resume employment.

In the event the employee on maternity leave wishes to resume employment earlier than her intended date of return, she may do so under the following conditions:

(a) one month following the birth of her baby if a medical certificate is provided; or

(b) six weeks following the birth of her baby if a medical certificate is not provided.

MATERNITY LEAVE

Regular and Auxiliary Employees with 52 Weeks or More of Employment

19.08 Upon application in accordance with the provisions of clause 19.02 (a), leave to a maximum of 15 weeks for maternity reasons will be granted by the Employer.

19.09 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.

19.10 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 leave in accordance with clause 17.07, and
 - (iii) she provides medical verification as per clause 19.02 (a) specifying the portion of her maternity leave attributable to any illness-related absence.

For Auxiliary hourly employees whose wages vary from one pay period to another, the average of the employee's wages for the three-month period preceding the commencement of the leave will be used to determine top up benefits.

- (b) Evidence of payment of Employment Insurance maternity benefits 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 100% 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.

Regular and Auxiliary Employees with Less than 52 Weeks of Employment

19.11 Upon application in accordance with the provisions of clause 19.02 (a), leave to a maximum of 15 weeks for maternity reasons will be granted by the Employer.

19.12 The employee is entitled to top up benefits as outlined in clause 19.10 for the illness-related portion of the leave.

19.13 There is no guarantee of a position being available for the employee at the end of a leave for maternity reasons; however, an employee who has completed her probation period will be offered her former position if it continues to exist. The employee will maintain her service provided she works within four months following the end of the leave period and contacts Human Resources to request a service adjustment. If this request is not made within four months following the return date, there will be no retroactive service adjustment.

For a Regular employee, this is the only circumstance where the employee can retain previous service for any time without occupying a position or without Article 20 provisions applying.

Casual Level 2 Employees

- 19.14** Upon application in accordance with the provisions of clause 19.02 (a), leave to a maximum of 15 weeks for maternity reasons will be granted by the Employer.
- 19.15** Any accrued sick leave remaining will be paid out when the employee commences her leave for maternity reasons.
- 19.16** There is no guarantee of a position being available for the employee at the end of a leave for maternity reasons; however, an employee who has completed her probation period will be offered her former position if it continues to exist. The employee will maintain her service provided she works within four months following the end of the leave period and contacts Human Resources to request a service adjustment. If this request is not made within four months following the return date, there will be no retroactive service adjustment.

Casual Level 1 Employees with 52 Weeks or more of Employment

- 19.17** Upon application in accordance with the provisions of clause 19.02 (a), leave to a maximum of 15 weeks for maternity reasons will be granted by the Employer.
- 19.18** There is no guarantee of a position being available for the employee at the end of a leave for maternity reasons; however, the employee will maintain her service provided she works within four months following the end of the leave period and contacts Human Resources to request a service adjustment. If this request is not made within four months following the return date, there will be no retroactive service adjustment.

Casual Level 1 Employees with Less Than 52 Weeks of Employment

- 19.19** Upon application in accordance with the provisions of clause 19.02 (a), leave for medical reasons may be granted. The duration of such leave will normally be between six and eight weeks; however, each request will be individually considered by the Employer.
- 19.20** There is no guarantee of a position being available for the employee at the end of such a leave; however, the employee will maintain her service provided she works within four months following the end of the leave period and contacts Human Resources to request a service adjustment. If this request is not made within four months following the return date, there will be no retroactive service adjustment.

Apprentices

- 19.21** Upon application in accordance with the provisions of clause 19.02 (a), leave to a maximum of 15 weeks for maternity reasons will be granted by the Employer.
- 19.22** The employee is entitled to top up benefits as outlined in clause 19.10 for the illness-related portion of the leave.
- 19.23** There is no guarantee of a position being available for the employee at the end of a leave for maternity reasons; however, an employee will be offered her former position if it continues to exist. The employee will maintain her service provided she works within four months following the end of the leave period and contacts Human Resources to request a service adjustment. If this request is not made within four months following the return date, there will be no retroactive service adjustment.

PARENTAL LEAVE

Regular Employees with 52 Weeks or More of Employment

- 19.24** Upon application in accordance with the provisions of clause 19.02 (b), leave to a maximum of 37 weeks will be granted to an employee for parental leave for hisher newborn or adopted child.
- 19.25** An employee on approved parental leave is entitled to return to the position s/he held immediately prior to going on leave. If hisher position no longer exists, s/he will be placed in alternate work of a comparable nature at the same rate of pay and benefits.

Auxiliary and Casual Employees and Apprentices with 52 Weeks or More of Employment

- 19.26** Upon application in accordance with the provisions of clause 19.02 (b), leave to a maximum of 37 weeks will be granted to an employee for parental leave for hisher newborn or adopted child.
- 19.27** There is no guarantee of a position being available for the employee at the end of a leave for parental reasons; however, an employee who has completed his/her probation period will be offered his/her former position if it continues to exist. The employee will maintain hisher service provided s he works within four months following the end of the leave period and contacts Human Resources to request a service adjustment. If this request is not made within four months following the return date, there will be no retroactive service adjustment.

Regular, Auxiliary and Casual Employees and Apprentices with Less Than 52 Weeks of Employment

- 19.28** Such employees are not entitled to parental leave.

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 prior to the implementation of clause 20.04 and ensuring that employees are treated with care, understanding and respect throughout the process. The Employer is committed to reasonable readjustments that assist affected employees and minimize negative impact on those employees.

20.02 Definitions: For the purpose of this Article, the following definitions will apply:

- (a) **Adjustment:** Agreed changes to an employee's current position and/or terms and conditions of employment pursuant to the exploration of alternatives [20.04(c)].
- (b) **Available Position:** A position that has no incumbent and the Employer deems should be filled.
- (c) **Decision Date:** The final date on which an employee must advise Human Resources of his/her chosen option and, unless otherwise agreed, is normally ten days following the Notification Date.
- (d) **End Date:** The employee's last day of work in his/her current position.
- (e) **Human Resources:** The University's centralized Human Resources Department.
- (f) **Layoff:** 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.
- (g) **Location:** The normal current site of an employee's work including 50 km surrounding that site and any travel required by the position.
- (h) **Notification Date:** The date that formal written notice is provided.
- (i) **Position Disruption:** 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, reassignment to a position with a lower grade, change in location). Position disruption is not normally the reassignment of tasks, duties, work schedule, etc.
- (j) **Recall:** The placement of an employee on the recall list into an available position of more than 12 months' duration with the same or lower maximum rate of base pay.
- (k) **Redeployment:** The placement of an employee into a position with the same or lower maximum rate of base pay, as a result of reasonable action by the Employer and as identified in the employee's formal notice.

- (l) **Status:** The terms and conditions of employment as they relate to:
 - (i) Hours of work (e.g., full-time, part-time);
 - (ii) Type of employment (e.g., continuing, recurring, temporary);
 - (iii) The applicable parts (i.e., Operating, Trust, ESL).
- (m) **Time Limits:** All of the time limits referred to in this Article are exclusive of Saturdays, Sundays, paid holidays, official University-wide days off, and the date the notice is delivered.

20.03 Rules of Application

- (a) Departments considering a position disruption will consult with Human Resources.
- (b) When two or more employees are performing work in identical positions within the same seniority unit, position disruption will be applied in reverse order of seniority.
- (c) After being advised of an informal notice meeting [20.04 (b)], an employee who makes a claim under Article 17 (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 20.03 (f) will prevail.
- (d) Where appropriate, an employee on any leave of absence may be contacted regarding position disruption for the purpose of discussing the planned disruption. However, pursuant to clause 20.04 (b), notice to that employee will be the date of their return to work, unless the parties agree otherwise.
- (e) 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. Where an employee is redeployed or recalled into a position:
 - (i) at the same grade level, s h e will retain his/her step level on that base pay grade;
 - (ii) at a lower grade level and his/her base pay is within the base pay range for that grade, s h e will be placed on the step level nearest, but not lower, than his/her current base pay;
 - (iii) at a lower grade level and his/her base pay is above the base pay grade for the new position, s h e will be placed at step nine of the base pay grade for the new position.
- (f) **If Human Resources does not receive the employee's response to the options by the Decision Date, one of the following will result:**
 - (i) Immediate termination without recall rights, if redeployment to a position at the same status, grade, and location was offered, or

- (ii) Immediate layoff with recall rights, if redeployment to a lower grade, different status or location; layoff and recall; or severance 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 formal written notice [20.04 (d) (iii)].

20.04 Process

(a) Voluntary Severance

If a department is considering reorganization or restructuring, which may or may not lead to position disruption, the Employer may offer a voluntary severance arrangement with the same provisions outlined in clause 20.05 (d). The parameters under which voluntary severance are offered will be defined by the department and communicated to all staff, copying Human Resources and the Union. Where an employee expresses an interest in pursuing a voluntary severance arrangement under this specific clause, Human Resources and the Union will assist the department and the employee in finalizing the arrangement.

(b) Informal Notice

At least ten days prior to the planned formal notice of position disruption, Human Resources will arrange a joint meeting with the department, the Union and affected employees to discuss the details and anticipated impact on employees. At this meeting, a package of information about position disruption (agreed to by the Union and the Employer) will be made available to the employee(s).

(c) Exploration of Alternatives

- (i) Within the period prior to the formal written notice to the affected employees, the Union, the department, Human Resources and the employees will explore methods and alternatives for managing position disruption in a manner which minimizes negative impact on employees.
- (ii) In advance of formal notice being served, every effort will be made by the parties to agree on adjustments, preferably without loss of pay.
- (iii) Adjustments
 - a. If agreement on adjustment(s) can be reached, the adjustment(s) will be reduced to writing, will be signed off by the Employer, the Union and the agreeing employee(s) and will be implemented.
 - b. If agreement on adjustments(s) can be reached, but some employee(s) affected by position disruption are not willing to accept them, the Employer will determine position disruption options in accordance with clause 20.05 for those employees.

- c. If agreement on adjustment(s) cannot be reached, the Employer will determine position disruption options in accordance with clause 20.05 for all affected employees.

(d) **Formal Notice**

- (i) The department, the Union, Human Resources and the affected employee(s) will meet as soon as possible, to provide and discuss formal written notice and available options. This meeting may be waived by mutual agreement, and notice served by other means.
- (ii) The date of this meeting is normally the Notification Date; however, if notice is served by other means, the Notification Date will be the date the employee is deemed to have received written notice. Notice will be deemed to have been received if personally delivered or mailed in a prepaid registered envelope. Where notice is mailed in a prepaid registered envelope, it is deemed to have been received within two days of the date of the mailing.
- (iii) The formal written notice will include the Notification Date, the Decision Date, the applicable End Dates for options offered, reference to clause 20.03 (f), and which of the following options are offered to the employee under clause 20.05.
 - a. Redeployment to an Available Position
 - b. Redeployment to an Occupied Position
 - c. Layoff and Recall
 - d. Severance
- (iv) An employee who has not been offered redeployment to an available position at his/her same status, grade and location, will always be entitled to choose between layoff and recall, and severance.

(e) **Employee Response**

No later than the Decision Date, the employee will respond in writing to the Human Resources representative as to which of the identified option(s) offered the employee chooses.

- (f) The Employer may offer severance to an employee at any stage during the position disruption process.

20.05 Options

As part of the formal notice, the Employer will offer one or more of the following options to the employee for his/her selection:

(a) **Redeployment to an Available Position**

- (i) An employee taking a redeployment option has placement priority over those on the recall list.

- (ii) If the employee meets the requirements and is qualified to fulfill the duties and/or could do so through job familiarization, with reasonable on-the-job training, within a training period not to exceed two months, as determined by the Employer, then the employee will be informed of the duties and any retraining required.
 - (iii) An employee redeployed to a position at a lower grade, different status **or** location, will retain recall rights to a position at his/her former status, grade and location. S h e will have recall rights for a period of
 - a. two years from the Decision Date, if s/he has at least five years of seniority as of the Notification Date; or
 - b. one year from the Decision Date, if s/he has less than five years of seniority as of the Notification Date.
 - (iv) If the Employer identifies more than one redeployment option, the employee may choose one.
 - (v) Once one or more redeployment options have been offered, further redeployment options normally will not be pursued.
- (b) **Redeployment to an Occupied Position**
- (i) This occurs when a disrupted employee exercises his/her seniority by being redeployed to a position that is:
 - a. Currently occupied by the least senior employee, and
 - b. Within hisher same seniority unit and job family, and
 - c. Such that s h e is qualified and able to fulfill the duties, **or** could do so within two months of job familiarization, with reasonable on-the-job training, as determined by the Employer.
 - (ii) The junior disrupted (i.e., bumped) employee will be eligible for one **or** more options under clause 20.05, but not redeployment to an occupied position.
 - (iii) An employee redeployed to a position at a lower grade, different status **or** location, will retain recall rights to a position at hisher former status, grade and location. S/he will have recall rights **for** a period of:
 - a. two years from the Decision Date, if s/he has at least five years seniority as of the Notification Date; **or**
 - b. one year from the Decision Date, if s/he has less than five years of seniority as of the Notification Date.
- (c) **Layoff and Recall**
- (i) Before the End Date, the employee must advise Human Resources of hisher choice between:
 - a. Layoff, Recall, and Severance Payment: A recall period of six months from the Decision Date, and if not recalled within that period, receive

the balance of the severance payment in clause 20.05 (d), less the notice received, or

- b. Layoff and Recall Only: A recall period of 24 months from the Decision Date, and if not recalled within that period, receive no other rights or benefits.

(ii) **Layoff**

- a. Notice period is deemed to have commenced on the day following the Decision Date.
- b. 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.

(iii) **Notice Period**

- a. Except in circumstances beyond the reasonable control of the Employer, the notice period for layoffs of less than three months will be 14 calendar days.
- b. In the event of layoff in excess of three months, a regular employee will receive the following notice period in writing (service to be computed to the Notification Date):
 - Two weeks, if s h e has completed the probation period but has less than 12 months (one year) service;
 - One month, if s h e has at least 12 months (one year) but less than 48 months (four years) service;
 - Two months, if s/he has at least 48 months (four years) but less than 84 months (seven years) service;
 - Three months, if s/he has at least 84 months (seven years) but less than 144 months (12 years) service; or
 - Four months, if s h e has at least 144 months (12 years) service.

(iv) **Recall**

- a. There will be two recall lists for laid-off employees covered by Part A, Part B and Part C of this Agreement. Human Resources will maintain the following lists:
 - One recall list consisting of names of all laid-off, full-time employees,
 - One recall list consisting of the names of all laid-off, part-time employees. Part-time employees will have their seniority prorated.

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.

- b. 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 fulfill the duties, or being qualified and able to fulfill the duties through job familiarization with reasonable on-the-job training, within a training period not to exceed two months, as determined by the Employer.
- c. An employee on layoff status will be recalled, in the following order, to any one of the following available positions, subject to clause 20.05 (c) (iv) b. above, whichever becomes available first:
 - The employee's former position, if re-established, in this case clause 20.05 (c) (iv) b. does not apply;
 - Another position of the same job family within the employee's seniority unit;
 - Another position of the same job family outside the employee's seniority unit, provided there is no prior claim;
 - A position of a different job family within the employee's seniority unit, provided there is no prior claim;
 - A position of a different job family outside the employee's seniority unit, provided there is no prior claim.
- d. An employee is removed from the recall list when:
 - s h e is recalled to a position at hisher former status, grade, and location;
 - s h e declines one offer of recall to a position at his/her former status and grade and location (does not include casuals, auxiliary, or trust positions);
 - s h e forgoes recall pursuant to the Position Disruption Training Benefits provision [20.06 (e)];
 - s/he voluntarily withdraws from the recall list;
 - s h e is dismissed for just cause;
 - s h e fails to return to work within ten days of receipt of a notice of recall;
 - s h e voluntarily resigns;
 - the recall period expires.

(d) **Severance**

- (i) An employee who chooses severance payment is deemed to have resigned effective on the Decision Date. S h e relinquishes hisher rights to recall and hisher employment is terminated.
- (ii) The severance payment formula is three weeks' pay per year of service, to a maximum of 12 months' pay [pay is defined by clause 1.22

(Definitions); however, for purposes of this clause, “pay” will not include any responsibility premiums or market supplements].

- (iii) 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 Bridged Benefits Policy and any amendments made from time to time, and in accordance with Article 23 (Benefit Plans).
- (iv) An employee accepting this severance option and retiring from his/her employment is not entitled to the retirement bonus under Article 11 (Retirement Bonus).

20.06 Position Disruption Training Benefits

- (a) The Employer agrees to provide reasonable funding to continue a Staff Retraining Fund for persons affected by position disruption.
- (b) Where required, the Employer will offer training to employees affected by position disruption or eligible for recall. Once the employee has selected an option, the Employer agrees to provide the affected employee relocation counselling and training assistance.
- (c) Where an employee requires training in order to effect redeployment and/or be recalled, the hiring 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 clauses 20.05 (a) (ii) and 20.05 (c) (iv) b.].
- (d) 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.
- (e) 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.
- (f) The terms of all training provided will be subject to mutual agreement between the employee and the Employer.
- (g) 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.

20.07 Trial Periods on Redeployment or Recall

- (a) An employee redeployed or recalled will have a trial period of three months. The trial period may be extended by the Employer for another three months for reasons outlined in writing to the employee, the Union and Human Resources.
- (b) If during the trial period, the employee is determined unable to fulfill the duties of the position, the employee will be removed from that position and the following will apply:
 - (i) If the employee was redeployed to a position at the same status, grade, and location, the employee may choose to:
 - return to layoff, with a recall period extended by the period in redeployment, or
 - take severance less the time worked in the redeployment position.
 - (ii) If the employee was recalled to a position at his/her former status, grade and location, the employee will return to layoff and for one time only, the recall period will be extended by the time spent in the recalled position.
 - (iii) The employee was redeployed or recalled to a position at a lower grade, different status or location, the employee will remain on the recall list if eligible, but the recall period will not be extended by the time spent in such a position.
 - (iv) If the employee is returned to layoff, the notice and recall period are deemed to have commenced as of the original Decision Date.

20.08 Auxiliary Employees

Auxiliary employees will be entitled to the provisions of clause 20.05 (c) (iii) b. only. For the purposes of this clause only, service will be calculated based on the number of calendar months without a break that the employee has worked in the position from which s/he is being laid off.

ARTICLE 21 *

POSTINGS, TRANSFERS, PROMOTIONS AND RESPONSIBILITY PAY

21.01 Postings

- (a) Where the Employer initially expects the position will be needed for more than 12 months or, once it is clear that the position will be needed for an additional 12 months, then the position will be posted. Internal applicants must be given consideration in the filling of these vacancies.

- (b) Positions posted under (a) above will be filled without posting if, in order of priority, one of the following conditions applies:
 - (i) an employee with the skills and ability to fill the position is available and requires accommodation due to a physical or mental disability, or
 - (ii) an employee with the skills and ability to fill the position (subject to Article 20) is available and redeployment has been offered, or
 - (iii) an employee with the skills and ability to fill the position (subject to Article 20) is available and on active recall status.

21.02 Transfer

- (a) 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 normally be no change to his/her performance review period.
- (b) The employee's pay will be within the grade level range and will be no less than his/her current rate of pay.
- (c) Where the employee's rate of pay is placed at a higher step (i.e., at least one increment) than the current rate of pay, the performance review period will be changed to the date of transfer. Performance increments will thereafter be granted, pursuant to Common Provisions Article 8 (Performance Reviews and Increments), annually from the date of the transfer.
- (d) 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.
- (e) No employee will be unreasonably transferred.

21.03 Promotion

When an employee is promoted from one position to another position with a higher-grade level, his/her new base pay will be within the range of the higher-grade for his/her new position. The new base pay will be no less than one full increment above his/her current pay. Performance increments will thereafter be granted, pursuant to Common Provisions Article 8 (Performance Reviews and Increments), annually from the date of promotion. If the employee is within three 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 five days per fiscal year, s/he will receive a premium of at least five percent of his/her base pay if s/he is at the top of the current scale, or be placed on a step that is at least five

percent above his/her base pay if she is not at the top of current scale. The premium will apply for the period of temporary responsibility including the qualifying period.

A new job fact sheet will be done and a job evaluation completed:

- (a) after a period of six continuous months, or
- (b) after a period of 12 continuous months where it is expected that the assignment will be more than six months (i.e., maternity leaves, lengthy illness periods or specific projects).

These time frames may be extended with mutual agreement should extenuating circumstances arise.

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 be more than 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
 - i. placed on a step of the higher grade that is at least five percent above his/her base pay, or
 - ii. 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 ten percent of his/her base pay.
- (c) The employee will be eligible for increments, as per Common Provisions Article 8 (Performance Reviews and 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 hisher original job.
- (g) Upon return to hisher original position, the employee's pay will be adjusted to reflect all increments that would have been due had she remained in hisher original position. Any extra increments granted during the temporary transfer or promotion may be granted upon return to hisher original position, at the discretion of the Employer.
- (h) Where the temporary transfer or promotion is going to continue for less than six 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.

21.06 Auxiliary and Casual Level 2 Employees

Clauses 21.02, 21.03 and 21.05 do not apply to individuals who are rehired by the Employer within four months as per clause 12.01 (c).

ARTICLE 22 *

LEAVE WITHOUT PAY

- 22.01** Where an employee applies for a leave of absence without pay, it will be granted subject to approval of the Employer.
- 22.02** 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.
- 22.03** 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 23

BENEFIT PLANS

23.01 This Article became effective on January 1, 1990.

23.02 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.

23.03 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.

23.04 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.

23.05 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 details of benefits and eligibility will be governed by the Master Policy.

23.06 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 and 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 endeavor 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 six-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.

23.07 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 23.07 (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 she leaves work.
- (c) The amount of coverage under clause 23.07 (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 traveling 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 traveling on Employer business will remain in force for the duration of this Agreement.

23.08 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.

23.09 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.

23.10 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.

23.11 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.

23.12 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 23.02, Alberta Health Care
- 100% of the premium costs under:

clause 23.03 – Supplementary Health Care
clause 23.08 – Optional Group Life Insurance
clause 23.09 – Optional Group Dependent Life Insurance
clause 23.10 – Optional Accidental Death and Dismemberment Insurance

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

clause 23.04 – Dental Insurance
clause 23.05 – Basic Group Life Insurance
clause 23.06 – 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 23.02 – Alberta Health Care
clause 23.03 – Supplementary Health Care
clause 23.04 – Dental Insurance
clause 23.05 – Basic Group Life Insurance
clause 23.06 – Long Term Disability
clause 23.08 – Optional Group Life Insurance
clause 23.09 – Optional Group Dependent Life Insurance
clause 23.10 – Optional Accidental Death and Dismemberment Insurance

23.13 Auxiliary Employees Appointed to Positions of 12 Months or Less (Hourly or Salary)

- (a) Clauses 23.01 to 23.12 do not apply.
- (b) These employees are eligible for Occupational Accidental Death and Dismemberment Insurance and the Employee and Family Assistance Program.

- (c) In lieu of all other benefits under this Article, these employees receive 10% of salary, exclusive of premiums and overtime. However, if they are already enrolled in benefits and there is no break between the benefited position and the new position of 12 months or less, the employee will remain on the benefits plan and the ten percent will not be paid.
- (d) The percentage of salary paid in lieu of benefits will be reviewed periodically to ensure that it reflects the cost to the Employer of benefits coverage, and if necessary, adjusted.
- (e) An employee with more than one position cannot receive a percentage in lieu of benefits and be enrolled in benefits (other than Occupational Accidental Death and Dismemberment and Employee Family Assistance Program) during the same pay period.

23.14 Auxiliary Employees Appointed to Positions of More than 12 Months (Salary)

Whether full-time or part-time, these employees are eligible for benefit coverage, and clauses 23.02 to 23.12 apply.

23.15 Casual Level 2 Employees

This Article does not apply, except for clause 23.07.

ARTICLE 24

UNIVERSITY CREDIT COURSES

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

- (a) The Employer will remit fees to a maximum of 18 units of course weight in a calendar year of which up to 12 units of course weight can be taken in the Fall and Winter terms.
- (b) Remission of fees will include only instructional fees and will not cover books, supplies and other costs. An employee approved for tuition fees is not required to prepay the fees.
- (c) A maximum of three 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.

24.02 Part-time Employees

The provisions of this Article will apply; however, clauses 24.01 (a) and (c) will be amended as follows:

- (a) a part-time employee will have tuition fees remitted for three 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.

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

- 24.04** (a) When tuition remission 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 honor all approved reimbursement.
- (b) Subject to mutual agreement between the parties, individual limits for tuition remission may be waived for employees on layoff status or about to be laid off.

- 24.05** (a) No employee will have access to tuition remission once s/he has left the employ of the Employer, subject to clause 24.04.
- (b) When a credit course 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 tuition remission to the Employer.
- (c) When the credit course is to commence on or after the effective date of an employee's resignation or dismissal, the employee will either drop the course or assume full responsibility for the tuition.

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 primary purpose of the Fund is to enable employees to access learning opportunities (courses, workshops, seminars, in-school apprenticeship training or programs).

- (a) The Fund does support opportunities that will:
 - (i) enhance their capacity to perform work,
 - (ii) prepare for an expanded or different role, or
 - (iii) enhance employee wellness. Programs approved under HRDF must be intended to improve an employee's quality of work life, prevent personal illness or injury, or reduce benefit cost associated with personal illness or injury.
- (b) The Fund does NOT support:
 - (i) general interest courses (e.g., hobbies, crafts, recreational memberships),
 - (ii) wellness courses offered by unapproved off-campus service providers (see Common Provisions, Appendix G),
 - (iii) job-specific training required for the employee's current role,
 - (iv) training required by legislation for the employee's current role,
 - (v) University of Alberta credit courses (Article 24).

25.03 The parties encourage discussion between the employee and his/her supervisor, as part of the on-going performance management process, to identify learning and development plans and potential learning opportunities where the Fund may apply.

- 25.04**
- (a) A Regular or Auxiliary employee 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) A Casual Level 2 employee will be entitled to a maximum of \$500 per fiscal year to fund learning opportunities which meet the criteria outlined in clause 25.02.
 - (c) 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.
 - (d) There will be no carry over of any unused portion of an employee's maximum entitlement to a subsequent fiscal year.

25.05 A Regular employee may request permission to use his/her future annual entitlements to a maximum of \$2,250 for:

- (a) 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 judgment of the employee in consultation with his/her supervisor, meets the criteria outlined in clause 25.02.

Where the identical program of studies is available at the University of Alberta, the employee will access that program.

- (b) Attendance at a major international conference that, in the judgment of the employee in consultation with his/her supervisor, is of mutual benefit to the employee and the work unit.

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

25.06 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.

- 25.07** (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, she will be fully responsible to reimburse the Fund for all costs associated with the cancellation.
- (c) All receipts for reimbursement must be submitted no later than 45 calendar days after the scheduled learning event. If receipts are not received in this time frame reimbursement will not be made. The previously approved funds will be made available to other applicants.

- 25.08** (a) When funding has been approved and the employee is then advised that she is to be laid off, she 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.

- 25.09** (a) No employee will have access to the Fund once she has left the employ of the Employer, subject to clause 25.08.
- (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 hisher

behalf. The employee will be fully responsible for all costs associated with the cancellation.

- 25.10** Where, by June 30, utilization figures indicate that there is an unused portion of the Fund, the Learning and Development Committee (HRDF) will jointly agree to use the unused portion to fund the development of learning opportunities for employees during the next fiscal year.

The Terms of Reference for the Learning and Development Committee (HRDF) are described in Common Provisions Appendix G.

The committee has the authority to make decisions regarding strategic disbursements of the funds.

ARTICLE 26

DISCIPLINE

- 26.01** (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.

26.02 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**

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.

26.03 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.

26.04 Employee Right to Representation

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

26.05 An employee notified of an investigation interview or formal disciplinary meeting, and who then makes a claim under Article 17 (Illness and Proof of Illness) will have no extraordinary rights under this Article.

26.06 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 process is increasingly important as the employee's service with the Employer lengthens. 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.

26.07 Access to Dispute Resolution Process

The employee will have the right to apply Common Provisions Article 14 (Dispute Resolution Process) following any disciplinary action.

26.08 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 five days of the date of mailing.

26.09 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 two years old will be cleared from the employee's Personnel File if no further adverse reports or disciplinary actions have been submitted.

26.10 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 27 *

INTERIM STAFFING SOLUTIONS

This Article will apply only to employees of Interim Staffing Solutions (ISS).

27.01 General

- (a) The Employer assigns employees to no more than a maximum of 1820 hours (regular hours) on a continuous basis in any one assignment, with the possibility of extension through mutual agreement with the Union.
- (b) There is no obligation for an employee to accept an assignment.
- (c) No employee will work more than 12 months without taking unpaid leave of a minimum of ten working days. The unpaid leave may be voluntary or due to the unavailability of work.

27.02 Review Period

The review period for a new employee will not be more than 456 regular hours worked or six months, whichever is sooner.

27.03 Notice of Absence

Unless otherwise assigned or arranged, employees are expected to keep regular working hours. **If** illness or other emergency prevents an employee from attending an assignment, s/he is to notify both the ISS office and the assignment supervisor **as** early as possible, but in any event no later than within ½ hour of the normal assignment start time.

27.04 Salaries

- (a) Employees will be paid at an hourly rate as set out in Appendix B; these rates will be applied in accordance with the requirements of the particular assignment, as determined by the Employer.
- (b) Daily hours of work will be in accordance with the normal daily hours of work for the assignment.

27.05 Pay in Lieu of Supplementary Benefits

When a new employee has accumulated 1820 hours of work, s/he will receive a five percent increase in his/her hourly rate. This is a one-time only adjustment to an employee's hourly rate and is in lieu of the provision of regular benefits.

27.06 Vacation Pay

Employees will receive four percent of wages based on regular hours worked, in lieu of annual vacation entitlement. After 9100 regular hours worked an employee will receive six percent of wages in lieu of annual vacation entitlement.

27.07 Paid Holidays

Employees will be eligible for Paid Holidays (Article 14) in accordance with clauses 14.01, 14.04 and 14.09 of this Agreement. Employees eligible to receive the holiday pay will receive their assignment rate for the scheduled regular hours for that day.

27.08 Overtime

Overtime hours must be approved by the assignment supervisor before they are worked. Overtime hours are paid at a rate of time and a half the hourly rate for the assignment for the first two hours and double time for all hours thereafter.

27.09 Illness and Proof of Illness

- (a) Employees are eligible to accrue one sick day for each 152 accumulated regular hours worked to a maximum accumulation of 12 days at any time.
- (b) An illness which requires an employee to be absent from duty for a period of three consecutive work days or less will be considered casual illness and no medical certificate will be required.
- (c) For any absence due to illness of more than three work days, an employee will provide a medical certificate to the Employer. The medical certificate will specify that the employee was unable to attend work and perform his/her regular duties due to illness and will indicate the duration or expected duration of the illness.

27.10 Maternity Leave

- (a) For the purpose of this clause, “employment” means the most recent period of continuous employment with the Employer without a three-month break. Employment is not continuous if an employee resigns or is terminated.
- (b) Upon application, an employee with 52 weeks or more of employment will be granted a leave to a maximum of 15 weeks for maternity reasons.
- (c) Upon application, an employee with less than 52 weeks of employment may be granted a leave for medical reasons. The duration of such leave will normally be between six and eight weeks; however, each request will be individually considered by the Employer.
- (d) Any accrued sick leave will be paid out in advance when the employee commences her leave for maternity reasons.

27.11 Parental Leave

- (a) For the purpose of this clause, “employment” means the most recent period of continuous employment with the Employer without a three-month break. Employment is not continuous if an employee resigns or is terminated.
- (b) Upon application, an employee with 52 weeks or more of employment will be granted parental leave to a maximum of 37 weeks.
- (c) An employee with less than 52 weeks of employment is not entitled to parental leave.

27.12 Service

- (a) ISS service is calculated on the basis of 152 hours worked equaling one month of service.
- (b) Hours worked in a casual or auxiliary position will count toward ISS service for the purposes of establishing the ISS pay rate and vacation percentage to be applied.
- (c) When an employee transfers to a regular or auxiliary position of more than 12 months, the employee’s ISS service will be counted as service with the Employer.
- (d) With the exception of documented illness absence, maternity/parental leave or other approved leave, a break of more than three consecutive calendar months may result in termination from ISS and a break in service.
- (e) If an employee resigns or is terminated from the ISS program and subsequently returns, s/he is deemed a new ISS employee.

27.13 Training

Where the Employer or an employee identifies a training need, job related training will normally be approved to a maximum of \$250 per fiscal year. Normally training time is unpaid time.

27.14 Performance Management

The Employer will provide effective performance management in accordance with the following procedure:

- (a) At the time of orientation/hire, a new employee will be informed of performance expectations and will be advised of the process by which performance feedback is obtained from each assignment.
- (b) Assignment feedback will be provided as follows:
 - (i) initially at the end of the review period, then at intervals of 1820 accumulated hours of service;
 - (ii) at any time if requested by the employee;
 - (iii) if the overall evaluation on an assignment is unsatisfactory or if the Employer receives a valid “no to reassignment” on a “Performance Feedback Request”.
- (c) An employee is entitled to put a written rebuttal to any performance review on his/her Personnel File within a reasonable time.

27.15 Assignment Termination

- (a) An employee may be removed without notice from an assignment due to lack of work or funding or due to unsuitability for an assignment. If removed prematurely from an assignment, the employee will be provided with the reasons.
- (b) An employee may be removed without notice from an assignment due to unsatisfactory job performance, improper conduct or poor attendance. In any of these circumstances, the provisions of Article 26 (Discipline) will be followed prior to an employee being terminated from the ISS Program. However, clauses 26.02 (c), 26.05, 26.06 (d) and 26.10 will not apply.

ARTICLE 28 *

SUPPLEMENTAL TRADESPERSONS – FACILITIES AND OPERATIONS

28.01 This Article applies to journeymen or apprentices recruited by a requested referral from their respective outside trade unions to be employed by Facilities and Operations in one of the trade job titles listed in Common Provisions Appendix A of this Agreement.

- 28.02** An employee hired under this Article may work for a maximum of 48 continuous months.
- 28.03** In the event of downsizing of the current complement of trades employees, this category of employee will not be used to replace members of the trades group affected by position disruption.
- 28.04** The Department will determine the duration of the employment period; and there **is** no obligation to hire or to provide a guarantee of employment at any time prior to, during or at the end of the appointment period.
- 28.05** At the time of his/her appointment, an employee will receive a written statement of his/her terms and conditions of employment, which will include:
- (a) the provision for payment of health and welfare benefits to the respective trade union, if applicable;
 - (b) vacation and holiday pay as specified in the respective trade union contract.
- 28.06** An employee will be paid at least the rate of pay specified at Step 7 of the grade level for the appropriate trade job title, as outlined in Common Provisions Appendix A.
- 28.07** An employee will be considered an internal applicant for the purpose of clause 21.01.
- 28.08** If an employee is appointed to an auxiliary or regular position during his/her appointment or within four months of the end of his/her appointment, or if s/he returns to the University within four months of the end of an absence for maternity/parental purposes, all of the continuous time served with the Department as a journeyman or apprentice immediately prior to the appointment will:
- (a) count as service and all respective articles of this Agreement will then apply. In the case of service for an apprentice, continuous time means time worked at the University or time spent at school as part of the required apprenticeship training.
 - (b) be applied toward his/her probation period.
- To qualify for the provisions of this clause, the absence for maternity/parental purposes must directly follow 52 weeks or more of employment at the University of Alberta.
- 28.09** Where an employee applies for a leave of absence without pay, it will be granted subject to approval of the Employer.
- 28.10** After 12 continuous months of employment, an employee may have access to HRDF funds as per Article 25 up to a maximum of \$500, providing the employee does not have access to funding for the same purpose elsewhere.
- 28.11** Common Provisions Article 14 (Dispute Resolution) will apply to an employee up to and including Step 2 of the Grievance Procedure. An employee may only grieve the articles

of this Agreement which apply to this employee category as specified in clause 2.06 and this Article.

ARTICLE 29

EXCLUSIONS

29.01 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 that Act.

29.02 Out of Province Employees

Notwithstanding 29.01 above, the Employer will voluntarily recognize employees who permanently reside and work within Canada but outside of the Province of Alberta as bargaining unit members where the employee selects NASA as their bargaining agent. The University will provide NASA with the names and addresses of these employees. NASA will use this information to determine the election of the person without delay and ensure that the Employer is advised of the decision in a way that will facilitate the production of an offer letter to the employee. The terms of this Agreement will apply to those employees who have selected NASA as their bargaining agent, subject to modification. NASA and the Employer will agree to any special terms and conditions required as a result of the employee's place of employment.

29.03 Student Employees

The parties agree that those student positions specifically listed in Appendix I will be excluded from the bargaining unit. The principles that will be applied to the future exclusion of student positions are identified in Appendix I. During the term of the agreement, the parties agree not to bring forward requests for review under clause 29.03 of those positions listed in Appendix I or other student groups specifically discussed at the bargaining table and agreed as resolved (e.g., library shelvers, groundskeepers).

29.04 Exclusion Process

The process the parties will use to determine future exclusions under this Article is as follows:

- (a) Employee Relations will advise NASA by providing the following information: job title, number of persons affected, how pay is rendered, and the principles that apply to the exclusion.
- (b) If it deems it necessary, NASA will arrange a meeting with the Department(s) and Employee Relations within ten days of notification. The purpose of the meeting will be to seek clarification and resolution. In any event, NASA will respond in writing within 15 days of notification.

- (c) If an agreement cannot be reached, Employee Relations will refer the matter for further discussion to the Director, HRCS, and the Union Designated Representative within ten days.
- (d) If agreement cannot be reached, NASA will refer the matter to adjudication within ten days of the meeting held pursuant to (c) above.
- (e) The adjudication panel will consist of a chairperson and two nominees. One nominee will be selected from the University community by each party on the basis of their relevant knowledge, qualifications and expertise. The nominees will select a chairperson from the University community. If they are unable to agree on a chairperson, one will be selected from Common Provisions Appendix F (Roster of Agreed Upon Mediators/Arbitrators).

Appendix A *

Grandfathered Employees - Monthly Salaries (35, 37.5, 40 Hrs)

(Effective July 1, 2009)

Salary Scales Monthly Grandfathered Salaries

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

GRADE	35 HOUR WORKWEEK	37.5 HOUR WORK WEEK	40 HOUR WORK WEEK
8		2938.57	
10		3190.08	3191.52
14	3778.38		
15			3946.05
16	4120.83		
17	4299.89		
19	4687.81		4692.06
20		4896.69	
21	5124.05		
23	5598.66		
24	5855.85		5857.29
27	6707.01		
30	7687.51		
31	8042.74		
33	8820.01		

APPENDIX B *

INTERIM STAFFING SOLUTIONS — HOURLY RATES OF PAY

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

Effective July 1, 2009

ISS Skill Level I*	ISS Skill Level II*	ISS Skill Level III*	ISS Skill Level IV*
\$13.42	\$15.45	\$18.01	\$21.12
\$13.94	\$16.12	\$18.65	\$21.91
\$14.41	\$16.67	\$19.30	\$23.18
\$14.91	\$17.26	\$20.39	\$24.08
\$15.18	\$17.65	\$20.77	\$25.04

APPENDIX C

Seniority Units

These Seniority Units were current at the time of the 2005-2009 Collective Agreement. They are subject to renegotiation at the April 1, 2010 round of bargaining and are also subject to change in accordance with clause 13.04 (Seniority Units).

Augustana Faculty (Does not include Augustana Library, Student Services, Bookstores, Residences, Food Services)

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

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

Faculty of Arts' Seniority Units:

- Office of the Dean
- Anthropology
- Art and Design
- Art Store
- Wirth Centre for Austrian and Central European Studies
- Drama
- East Asian Studies
- Economics
- English and Film Studies
- History and Classics
- Language Resource Centre
- Linguistics
- Modern Languages and Cultural Studies: Germanic, Romance, Slavic
- Music
- Philosophy
- Political Science
- Psychology
- Sociology
- Undergraduate Student Services
- Women's Studies
- Office of Interdisciplinary Studies
- Parkland Institute
- Community Service Learning

School of Business

Faculty of Education's Seniority Units:

- Office of the Dean
- Education Clinic
- Education - Division of Technology in Education
- Educational Policy Studies
- Educational Psychology
- Elementary Education
- School of Library and Information Studies
- Secondary Education
- Education - Undergraduate Student Services
- Masters in Educational Studies

Faculty of Engineering's Seniority Units:

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

Faculty of Extension

Faculty of Graduate Studies and Research

Faculty of Law's Seniority Units:

- Office of the Dean
- Alberta Law Reform Institute

Faculty of Medicine and Dentistry's Seniority Units:

- Office of the Dean
- Anaesthesiology and Pain Medicine
- Anatomy
- Biochemistry
- Biomedical Engineering
- Cell Biology
- Continuing Medical Education
- Dentistry
- Family Medicine
- Health Sciences Laboratory Animal Services
- Laboratory Medicine and Pathology
- Medical Genetics
- Medical Microbiology and Immunology
- Medicine
- Neurology
- Obstetrics and Gynecology
- Office of Research

Oncology
Ophthalmology
Pediatrics
Pharmacology
Physiology
Provincial Laboratory of Public Health
Psychiatry
Radiology and Diagnostic Imaging
Studies in Medical Education
Surgery
Surgical Medical Research Institute
Undergraduate Medical Education

Faculty of Nursing

Faculty of Pharmacy and Pharmaceutical Sciences
Pharmacy Slowpoke Reactor II

Faculty of Physical Education and Recreation

Faculty of Rehabilitation Medicine

Campus Saint-Jean

Faculty of Science's Seniority Units:
Office of the Dean
Biological Sciences
Killam Chair #2
Bioscience Animal Services
Chemistry
Computing Science
Earth and Atmospheric Sciences
Mathematical and Statistical Sciences
Physics
Killam Chair #1

School of Native Studies

School of Public Health

HUB International Marketplace

Internal Audit

Learning Services' Seniority Units:

- Office of Learning Services
- University Libraries (includes Augustana)
- University Bookstore (includes Augustana)
- University Press
- Museums and Collections Services and Archives
- Learning Systems Enterprises

Office of the President

Office of the Registrar and Student Awards

Senate

University Secretariat

University Student Services' Seniority Units:

- Dean of Students Office
- Aboriginal Student Services Centre
- Academic Support Centre
- Career and Placement Services
- Math and Applied Science Centre
- Sexual Assault Centre
- Specialized Support and Disability Services
- Student Counselling Services
- University Bursaries and Emergency Funding
- University Health Centre
- Augustana Student Services

University of Alberta International

Vice-president (Academic)'s Seniority Units:

- Office of the Provost and Vice-president (Academic)
 - Academic Staff Administration (shared with VP Finance and Admin)
 - Academic Information and Communication Technology
 - 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 Services
 - Office of Human Rights
 - Staff and Student Payments
- Supply Management Services
- Strategic Analysis and Resource Planning

Vice-president (Facilities and Operations)'s Seniority Units

- Business Systems and **Support**
- Department of Planning and Infrastructure
 - Capital and Strategic Planning
 - Capital Programs
 - Building Trades
 - Apprentices
- Utilities
- Facilities Management
 - Operations and Energy Management
 - Buildings and Grounds Services
 - Vehicle Pool
- Ancillary Services (includes Augustana Residence and Augustana Food Services)

APPENDIX D

Job Family Groupings

I Business/Administrative/Finance/Clerical

Descriptors:

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

II Technical/Information Systems

Descriptors:

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

III Transport/Maintenance/Utilities/Trades

Descriptors:

- Provides physical infrastructure support
- Normally requires certificate/designation

IV Health (Medical/Dental/Pharmacy)

Descriptors:

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

APPENDIX E

Letter of Understanding

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 *Post Secondary Learning 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 F

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 IIs).

1. In addition to the regular performance increments outlined in Common Provisions Article 8 (Performance Reviews and Increments), employees are entitled to an additional single increment six 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 G

Letter of Understanding

Continuous Operations – Pay on December 26

Employees working in a continuous operation (i.e., 24 hours a day/seven days a week) and who work on December 26 will be paid double time (two times their regular rate of pay) and a lieu day as provided for in clause 15.01 (e) (Winter Closure).

APPENDIX H **

Letter of Understanding

Re: Regular Employees with Concurrent Non-Regular Employment

Regular employees may from time to time, in addition to their regular work, be employed in other non-regular positions where the work is casual or temporary in nature. In situations where a Regular employee has concurrent non-regular work, i.e., work that does not meet the definition of regular employment as defined in clause 2.02 (a), the employee will be treated as an Auxiliary employee for this concurrent work.

This Appendix takes effect August 1, 2009.

APPENDIX I *

Letter of Understanding

Student Exclusions

Area	Exclusion
All Departments	Markers, Tutors, and TAs working in their own field of study; Student Callers working within their own faculty; Interns, Co-Op Students and Practicums; Peer Educators.
PE and Recreation	Regular and Intramural Sports Officials including technical managers, umpires, judges, clinicians, field marshals, timekeepers, activity supervisors, scorekeepers, linesmen, minor officials, Recreation Facilitators, Mascots.
Ancillary Services	Food Ombudsman, Furniture Bank Coordinator, HUB and Lister Discipline Administrators, Association of College and University Housing Officer, Block Rep, Clothing Bank Coordinator, Community Service Coordinator, Floor Coordinators, Hall Vice-presidents, Food Co-op Coordinators, Summer Fun Programmer, Resident Assistants.
Augustana	Resident Assistants, Hall Coordinators, Student Chaplain, Accompanists, Set Builders, Art Assistants, Front-of-House, Ushers, Poster Hangers, Weightroom Supervisors, Off-Court Officials, Off-Ice Officials, Gymnasium Supervisors, Team Manager, Student Trainer, Assistant Coaches.
Arts	House Managing, Stage Managing, Ticket Seller and Ticket Taker.

When determining whether other student groups should be excluded during the term of this Agreement, one or more of the following principles will apply.

Principles:

1. The nature of the work can only be done by the University of Alberta students e.g., Peer Counsellors, Residence Floor Coordinators, Student Chaplin, Student Callers for their own Faculty.
2. The work is directly related to the student's field of study and required in order to receive credits or graduate e.g., Co-op Students, Interns.

3. The work is specifically designed to meet a part of the student's program of study e.g., some work experience projects which replace credit course work.
4. The work is typically performed by students as an adjunct to student life and is paid on a per-event or non-cash basis e.g., Art Model, Bartender at a student function, Soccer Referee, Mascots.
5. The work is academic work e.g., Markers and Tutors.

Process for Considering Further Exclusions

1. Employee Relations will advise NASA by providing the following information: the job title, the number of students affected, how pay is rendered, and the principles that apply to the exclusion.
2. If it deems it necessary, NASA will arrange a meeting with the department and Employee Relations within ten days of notification. The purpose of the meeting will be to seek clarification and resolution. In any event, NASA will respond in writing within 15 days of notification.
3. If an agreement cannot be reached, Employee Relations will refer the matter for further discussion to the Director of HRCS and the Union Designated Representative within ten days.
4. If agreement cannot be reached, NASA will refer the matter to adjudication within ten days of the meeting.
5. The adjudication panel will consist of a chairperson and two nominees. One nominee will be selected from the University community by each party on the basis of their relevant knowledge, qualifications and expertise. The nominees will select a chairperson from the University community. If they are unable to agree on a chairperson, one will be selected from Common Provisions Appendix F.

PART B - TRUST AGREEMENT

Numerical Index

Article		Page
1	Definitions *	1
2	Employee Types and Application *	2
3	Probation and Trial Periods *	6
4	Hours of Work	8
5	Overtime *	10
6	Paid Holidays *	11
7	Winter Closure	13
8	Vacation and Anniversary Day Off *	14
9	Illness and Proof of Illness *	17
10	Special Leave	22
11	Leave Without Pay *	24
12	Maternity and Parental Leave *	24
13	Benefits *	29
14	University Credit Courses	32
15	Human Resources Development Fund *	34
16	Postings, Promotions, Transfers and Responsibility Pay *	36
17	Premiums	39
18	Discipline	39
19	Exceptions to Terms and Conditions of Employment	42
20	Position Disruption *	43
21	Salaries	49
22	Inclusions/Exclusions Resolution Process	49
23	Service **	51

* **Article amended**

** **New Article**

Alphabetical Index

Article Name	Article No.	Page
Benefits *	13	29
Definitions *	1	1
Discipline	18	39
Employee Types and Application *	2	2
Exceptions to Terms and Conditions of Employment	19	42
Hours of Work	4	8
Human Resources Development Fund *	15	34
Illness and Proof of Illness *	9	17
Inclusions/Exclusions Resolution Process	22	49
Leave Without Pay *	11	24
Maternity and Parental Leave *	12	24
Overtime *	5	10
Paid Holidays *	6	11
Position Disruption *	20	43
Postings, Promotions, Transfers and Responsibility Pay *	16	36
Premiums	17	39
Probation and Trial Periods *	3	6
Salaries	21	49
Service **	23	51
Special Leave	10	22
University Credit Courses	14	32
Vacation and Anniversary Day Off *	8	14
Winter Closure	7	13

* **Article amended**

** **New Article**

Appendices

	Page No.
Appendix A Job Family Groupings	53
Appendix B Exclusions/Inclusions Definitions: Guidelines *	54
Appendix C Regular Employees with Concurrent Non-Regular Employment **	58

*** Appendix amended**

**** New Appendix**

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 Common Provisions Appendix A.
- 1.03 “**Chair**” means the chairperson of an academic unit (or equivalent).
- 1.04 “**Continuous operation**” means a unit that operates seven 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 Common Provisions Article 14 (Dispute Resolution Process).
- 1.0s “**Director, HRCS**” means the Director, Human Resource Consulting Services, of the University of Alberta.
- 1.09 “**Dismissal**” means the discharge of an employee from employment.
- 1.10 “**Employee**” is a person 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 “**Illness**” means an employee illness, injury or quarantine including any illness-related portion of pregnancy or maternity leave.
- 1.14 “**Increment**” means the difference between one step and the next full step on a salary grade as set out in Common Provisions Appendix A.
- 1.15 “**Lieu day**” means a day off with pay in place of a paid holiday or a previously mutually agreed-to lieu day on which the employee is required to work.
- 1.16 “**NASA**” means the University of Alberta Non-Academic Staff Association.
- 1.17 “**Overtime**” means approved work required to be performed by an employee outside of his/her regular hours of work.
- 1.1s The “**parties**” are the Employer and NASA.

- 1.19 A **“position”** is a trust position that is contingent upon continuation of a Trustholder’s research/operation activities or the receipt, renewal or continuance of a research grant, contract or other source of funding.
- 1.20 **“Promotion”** means a move from one position to another position with a higher maximum base pay and with an increase in the current base pay. It does not apply to Casual and Auxiliary employees who are rehired by the Employer within four months as per clause 23.09 (c).
- 1.21 **“Seniority”** means length of service in the bargaining unit.
- 1.22 A **“seniority unit”** will consist of all employees who occupy positions reporting to a Trustholder.
- 1.23 **“Straight time”** means the hourly rate.
- 1.24 **“Time and one-half”** means 1½ times the hourly rate.
- 1.25 **“Transfer”** means a move from one position to another position with the same maximum base pay. It does not apply to Casual or Auxiliary employees who are rehired by the Employer within four months as per clause 23.09 (c).
- 1.26 **“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 or his/her designee.
- 1.27 **“Union”** means NASA.

ARTICLE 2 *

EMPLOYEE TYPES AND APPLICATION

- 2.01 This Agreement (Common Provisions and Part B) will apply to all employees who provide general support assistance to a Trustholder as stated in this Article.
- 2.02 **Employee Types – Definitions**
- (a) **Regular Trust Employees (working in non-established positions)**
- (i) **“Full-time Regular Trust Employee”** means a person who is hired for a non-established position of 35, 37.5 or 40 hours per week either on:
- a continuing basis; or
 - for recurring specified periods of more than six months per year.
- (ii) **“Part-time Regular Trust Employee”** means a person who is hired for a non-established part-time position and works regular hours that are 40% or more (but less than 100%) of the hours of work specified for the job either on:
- a continuing basis; or
 - for recurring specified periods of more than six months per year.

- (b) **“Auxiliary Trust Employee”** means a person who does not fall within the definition of a Regular Trust employee and:
 - (i) has accumulated more than 1707 hours (exclusive of the premium portion of overtime) by working in one or more positions, or
 - (ii) has been appointed to work the hours of a Regular Trust employee in one position for a specific period of more than 12 months but not more than 48 months.
- (c) **“Casual Trust Employee”** means a person who does not fall within the definition of a Regular Trust or Auxiliary Trust employee and who works in one or more positions on a supplementary, irregular or intermittent basis.

2.03 Application for Regular Trust Employees

(a) Full-Time Regular Trust Employees

The provisions of this Agreement will apply to Full-time Regular Trust employees.

When a full-time Regular Trust employee is employed for recurring specified periods of more than six months each year, the terms and conditions of this Agreement will not apply during the inactive period, except as specified in clause 13.07 (Benefits – Regular Recurring Trust Employees).

(b) Part-time Regular Trust Employees

The provisions of this Agreement will apply to Part-time Regular Trust employees except where modified by the specific article.

When a Part-time Regular Trust employee is employed for a recurring specified period of more than six months each year, the terms and conditions of this Agreement will not apply during the inactive period, except as specified in clause 13.07 (Benefits – Regular Recurring Trust Employees).

2.04 Application for Auxiliary Trust Employees

- (a) The provisions of this Agreement will apply to Auxiliary Trust employees except where modified by the specific article.
- (b) Hours paid as vacation, paid holidays, and the premium portion of overtime will not count toward the accumulation of 1707 hours under 2.02 (b) (i).
- (c) Employees who have accumulated more than 1707 hours in accordance with 2.02 (b) (i) will be entitled to the provisions of 2.04 (a) commencing the first pay period following such accumulation.

- (d) Auxiliary Trust employees who work more than 48 months under 2.02 (b) (ii) in one position will become Regular Trust employees.
- (e) An employee will cease to be an Auxiliary Trust employee if they do not work for a period of four months. A Trustholder will not separate an Auxiliary Trust employee or fail to assign them hours for the sole purpose of preventing the employee from maintaining their status as an Auxiliary Trust employee or from becoming a Regular Trust employee.

2.05 Application for Casual Trust Employees

Casual Trust employees will commence employment at Level 1.

- (a) **Level 1** – the provisions of this Agreement will apply to Casual Trust employees at Level 1 except where specifically excluded or modified.

The following articles will not apply to Casual Trust employees at Level 1 :

- Common Provisions Article 8 – Performance Reviews and Increments
- Common Provisions Article 9 – Workers’ Compensation Supplement
- Common Provisions Article 10 – Witness or Jury Duty
- Common Provisions Article 12 – Resignation
- Common Provisions Article 15 – Job Evaluation
- Common Provisions Article 16 – Job Evaluation Appeals
- Common Provisions Article 17 – Joint Committee on Job Evaluation Systems
- Common Provisions Article 19 – Reduced Duties Leading to Retirement
- Article 7 – Winter Closure
- Article 9 – Illness and Proof of Illness
- Article 10 – Special Leave
- Article 11 – Leave Without Pay
- Article 13 – Benefits
- Article 14 – University Credit Courses
- Article 15 – Human Resources Development Fund
- Article 16 – Postings, Transfers, Promotions and Responsibility Pay
- Article 17 – Premiums
- Article 18 – Discipline
- Article 20 – Position Disruption

The following Appendices will not apply to Casual Trust employees at Level 1 :

- Common Provisions Appendix B – Non-Academic Job Evaluation System Review

- Common Provisions Appendix D1 and D2 – Terms of Reference and Agreement Respecting Benefits Cost Management
- Common Provisions Appendix E – Physical Education and Recreation
- Common Provisions Appendix G – Learning and Development Committee (HRDF) Terms of Reference
- Common Provisions Appendix H – Time Off for Union Business
- Common Provisions Appendix L – Consultation Guidelines – Parts A, B and C Article 20 (Position Disruption)
- Common Provisions Appendix N – Administration of the Employee Illness Process
- Appendix A – Job Family Groupings

Student Trust Employees

Students attending the University of Alberta on a full-time basis (as defined by the University calendar) who are covered by this Agreement and are employed as Casual Trust employees will be entitled to the same provisions as Casual Trust employees at Level 1, subject to the following:

- Student Trust employees will not accumulate hours toward Level 2 or status as an Auxiliary Trust employee, except where the Student Trust employee has been employed on a casual basis for a cumulative period of four years. Student Trust employees will receive a 1.5% increase to their rate of pay in recognition of their ineligibility to progress beyond Level 1.
 - Hours worked by Student Trust employees at Level 1 will count toward progression to Level 2 and status as an Auxiliary Trust employee if the employee ceases to be a full-time student and continues to work as a Casual Trust employee or works beyond four cumulative years.
 - Hours worked as a Student Trust employee will be considered service if the employee is appointed from casual employment to a regular position without a break in employment.
 - A Student Trust employee will not be able to complete a probation period and Article 3 (Probation and Trial Periods) will not apply.
- (b) **Level 2** – Casual Trust employees will progress from Level 1 to Level 2 when they have worked more than 1000 hours in one or more positions. Hours paid as vacation, paid holidays and the premium portion of overtime will not count toward the accumulation of the 1000 hours.

The provisions of this Agreement will apply to Casual employees at Level 2 except where specifically excluded or modified.

The following articles will not apply to Casual employees at Level 2:

- Common Provisions Article 8 – Performance Reviews and Increments
- Common Provisions Article 9 – Workers’ Compensation Supplement
- Common Provisions Article 10 – Witness or Jury Duty
- Common Provisions Article 12 – Resignation
- Common Provisions Article 15 – Job Evaluation
- Common Provisions Article 16 – Job Evaluation Appeals
- Common Provisions Article 17 – Joint Committee on Job Evaluation Systems
- Common Provisions Article 19 – Reduced Duties Leading to Retirement
- Article 7 – Winter Closure
- Article 13 – Benefits
- Article 14 – University Credit Courses
- Article 17 – Premiums
- Article 20 – Position Disruption

The following Appendices will not apply to Casual Trust employees at Level 2:

- Common Provisions Appendix B – Non-Academic Job Evaluation System Review
- Common Provisions Appendix D1 and D2 – Terms of Reference and Agreement Respecting Benefits Cost Management
- Common Provisions Appendix H – Time Off for Union Business
- Common Provisions Appendix L – Consultation Guidelines – Parts A, B and C Article 20 (Position Disruption)
- Appendix A – Job Family Groupings

- (c) Hours worked by a Casual Trust employee will not count towards progression to higher levels if the employee does not work for a period of four months. The Employer will not separate a Casual Trust employee or fail to assign them hours for the sole purpose of breaking their accumulation of hours.

ARTICLE 3 *

PROBATION AND TRIAL PERIODS

Probation Period

- 3.01** After the initial commencement date of employment, the probation period of an employee should not be more than:

- (a) Six months of work for employees in positions from Grade 1 to 10. This probation period may be extended for up to six additional months of work.
- (b) Twelve months of work for employees in positions from Grade 11 to 15. This probation period may be extended for up to three additional months of work.

The reason for the extension must be outlined in writing to the employee, the Union and Employee Relations.

3.02 Supervisors and employees are encouraged to share feedback at least midway through the probation period.

3.03 During the probation period, the Trustholder (in consultation with Employee Relations) may dismiss a probationary employee. The employee will receive five working days' written notice if his/her period of employment is more than three months.

3.04 Except in extenuating circumstances no employee should serve more than one probation period with the Employer.

3.05 Auxiliary Trust and Casual Trust Employees

- (a) For the purposes of a probation period as per clause 3.01 above, the initial commencement date of employment is deemed to be the first day of work when all of the following conditions are met:
 - i. the work must not be intermittent in nature, and
 - ii. the employee must work 40% or more of the regular hours of work specified for the job, and
 - iii. the appointment upon hiring must be for a period longer than the applicable probation period.
- (b) Further to clause 3.05 (a), where such an employee becomes a Regular Trust employee in the same position with no break in appointment and without completing a probation period, the probation period in the Regular Trust appointment will be reduced by the number of months of probation already successfully completed, provided the individual is performing the full range of duties that would normally be performed by a probationary employee at that time.
- (c) An employee who completes probation on an Auxiliary or Casual appointment but has not been performing the full range of duties that would normally be performed by a Regular employee at that time will have a trial period applied upon appointment to full duties as per clause 3.06.
- (d) Clauses 3.02, 3.03 and 3.04 apply as written.
- (e) **If** a probation period has not already been successfully completed, an employee who moves directly to a new job or is rehired by the Employer within four months as per clause 23.09 (c) will be subject to the terms of a probation period.

Trial Periods

3.06 A non-probationary employee who transfers or is promoted to work for a Trustholder will have a trial period of three months of work, which may be extended by the Trustholder for another three months of work for reasons that are outlined in writing to the employee with a copy to Employee Relations and the Union.

3.07 Regular Trust Employees

During this trial period, if the employee is deemed unable to perform the duties of the new position satisfactorily, s/he will be returned to his/her previous position if it is available and vacant. If not, the employee will be:

- (a) laid off as per Article 20 (Position Disruption), if the previous position was a Regular Trust position, or
- (b) terminated from the position and will retain service for another four months, unless clause 23.09 (b) applies.

3.08 Auxiliary Trust and Casual Trust Employees

- (a) If a probation period has already been successfully completed, an employee who moves directly to a new job or is rehired by the Employer within four months as per clause 23.09 (c) will be subject to the terms of a trial period.
- (b) If the employee is deemed unable to perform the duties of the new job satisfactorily during the trial period, s/he will be terminated from the position and will retain service for another four months, unless clause 23.09 (b) applies.

3.09 No trial period will be required on disciplinary or involuntary demotions.

ARTICLE 4

HOURS OF WORK

4.01 The intent of this Article is to ensure employees and Trustholders understand the expectations for hours of work. Employees and Trustholders will ensure that the employee's hours of work, as per the letter of appointment and provisions provided below, are adhered to.

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

4.03 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 five days with two consecutive days off.
- (d) Temporary changes to an employee's start time, work day or work week are permitted for research or operational requirements. Unless mutually agreed to, a permanent change to an employee's regular start time requires that the employee be provided with 30 calendar days' written notice of the change.
- (e) Modified work days (e.g., split shifts) or work weeks are acceptable by agreement between the employee and the Trustholder provided that the hours worked will be, on average, equivalent to that which the employee would have worked under clauses 4.03 (a) and (b). Except for clauses 4.03 (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 4.03 (a) and (b), and the employee and Trustholder agree, the Trustholder will submit the agreed work schedule to the Director, HRCS, for approval. The Director, HRCS, will provide a copy of the agreed work schedule to the Union for approval. Approval will not be unreasonably withheld. A Trustholder and employee who fails to receive approval within ten working days may implement the agreed upon schedule. Except for clauses 4.03 (a) and (b), an employee working pursuant to an irregular hours of work arrangement retains access to the provisions of this Agreement, except as modified by the irregular work schedule and providing there will be no loss or gain of any provision of this Agreement when an employee works an irregular work schedule.
- (g) Where an urgent circumstance or emergency arises, the Trustholder may make temporary changes as required with as much notice as possible to the employee. Such changes will not remain in effect for more than two weeks. This provision will not be used repeatedly so as to circumvent the requirement for the notice given above.

4.04 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 3½ hours duration.

- (b) Part-time 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 more than two hours.
- (c) Employees scheduled to work for more than four hours are entitled to receive at least ½ hour of unpaid time at approximately the mid-point of their working day.

4.05 Notification of Absence

- (a) An employee who is going to be absent from work will ensure that his/her Trustholder 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 4.05 (a), his/her absence may be considered as unauthorized leave without pay unless she can demonstrate legitimate reasons for the non-compliance.

4.06 Casual Level 1 Trust Employees

Only clauses 4.04 and 4.05 apply to this employee group. Otherwise, the hours of work are as per Employment Standards.

ARTICLE 5 *

OVERTIME

The definition of overtime can be found in Article 1 (Definitions), clause 1.17.

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

5.02 Authorization

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

Regular Trust, Auxiliary Trust and Casual Level 2 Trust Employees

5.03 Compensating Time Off and Rate

- (a) A full-time employee required and approved to work overtime will be compensated with time off at the rate of 1½ times his/her base pay.

- (b) A part-time employee whose regularly scheduled daily hours are less than those of a full-time employee in the same job, who is required to work overtime, will be compensated at straight time for hours up to the scheduled regular daily hours for said full-time employee and thereafter will be compensated pursuant to clause 5.03 (a).

5.04 Compensating Paid Overtime

- (a) An employee may elect to take compensating time off as pay, subject to the prior approval of his/her Trustholder. Such pay will be calculated per clause 5.03.
- (b) In the event that any compensating time off cannot be taken at a time mutually agreeable to the employee and his/her Trustholder within a period of six 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 six month period.

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

5.06 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 one hour of compensation at the appropriate rate.

5.07 When clauses 4.03 (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.

Casual Level 1 Trust Employees

5.08 Clauses 5.03 – 5.07 will not apply to Casual Level 1 employees; however, such employees are entitled to pay at 1.5 times the employee’s wage rate for any hours worked more than eight hours per day or 40 hours per week.

ARTICLE 6 *

PAID HOLIDAYS

Regular Trust and Auxiliary Trust (Salary) Employees

6.01 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	

- 6.02** Where a paid holiday under clause 6.01 falls on a Saturday or a Sunday, the paid holiday will be observed on the following Monday.
- 6.03** 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 hisher normal day's work.
- 6.04** To be eligible for paid holidays, an employee must be at work (or on approved leave with pay) hisher last normal working day before the paid holiday or hisher first normal working day after.
- 6.05** 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 6.07, 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 6.01.
- 6.06** 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.
- 6.07** 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 two 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 6.03 will not apply.
 - (b) When an employee is required to work for less than hisher 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 hisher regular hours.
 - (d) The minimum time off or payment for working on a paid holiday is two hours at the applicable overtime rate.
- 6.08** Notwithstanding clause 6.06, an employee working in continuous operations will have the opportunity to schedule the lieu day in conjunction with hisher normal rest days or with hisher next period of vacation leave. Not more than five 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.

6.09 Part-time Regular Trust and Auxiliary Trust (Salary) Employees

- (a) If the paid holiday falls on a day when the employee works or 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.

6.10 Auxiliary Trust Employees (Hourly)

These employees are paid an additional 4.23% on hourly pay, exclusive of overtime and premiums. This percentage is to be applied in lieu of paid holidays. If s/he is required to work on such a holiday, s/he will be paid two times his/her normal rate for the hours worked.

6.11 Casual Trust Employees

These employees are paid an additional 3.46% on hourly pay, exclusive of overtime and premiums. This percentage is to be applied in lieu of paid holidays. If s/he is required to work on such a holiday, s/he will be paid 1½ times his/her normal rate for the hours worked.

ARTICLE 7

WINTER CLOSURE

7.01 Employees will normally be entitled to four days off during the regular work week period of December 26 to December 31 inclusive in accordance with the following provisions.

7.02 Regular Trust and Auxiliary Trust Employees

- (a) The regularly scheduled work days will be designated as days off with pay (i.e., paid but not worked). 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 alternate day off with pay in lieu of the designated paid day off at a mutually agreeable time (no more than six months later). Failing mutual agreement, the employee's Trustholder may schedule the employee off or pay the employee for time off in lieu.
- (c) To be eligible for these designated days off with pay, an eligible employee must be at work (or 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.

- (d) Eligible employees covered by clause 4.03 (e) (modified work days/work weeks) will be entitled, at a mutually agreeable time (no more than six 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 may schedule the employee off or pay the employee for time off in lieu.
- (e) For Auxiliary employees who are paid hourly and whose working hours vary from week to week, the hours paid for Winter Closure will be the average of the hours worked by that employee the week before and the week after Winter Closure.

7.03 Casual Trust Employees

- (a) The regularly scheduled work days will be designated as days off without pay (i.e., unpaid and not worked).
- (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.

ARTICLE 8 *

VACATION AND ANNIVERSARY DAY OFF

Regular Trust Employees

8.01 Vacation Year

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

8.02 Earned Vacation Credits

Vacation credits for a full-time Regular Trust employee 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 ¼ work days per calendar month
(i.e., 15 work days every 12 calendar months of service);
- (b) upon completion of five 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 of 2 ½ work days per calendar month
(i.e., 30 work days every 12 calendar months of service).

8.03 Credits or Pay During Leaves

- (a) Whether full-time or part-time, an employee will continue to earn vacation credits for the first two consecutive 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 of more than a month.
- (b) After the first two consecutive months of leave as above, an employee working while on part-time illness leave or returning in a rehabilitation position, either full-time or part-time, will receive vacation pay at the appropriate level of entitlement, pro-rated based on the time at work.
- (c) Any payment of vacation pay during an employee's LTD period will not be considered as a direct or indirect offset.

8.04 Part-time Regular Trust employees will earn vacation credits as per clause 8.02. However, the vacation credits will be pro-rated in accordance with his/her actual hours worked or paid for (exclusive of overtime).

8.05 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 8.04.

8.06 Notwithstanding clause 8.01, but subject to clause 8.08, 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.

8.07 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 8.08.

8.08 Vacation will be scheduled by mutual agreement between the employee and his/her Trustholder and in keeping with the Employer's "Managing Staff Vacation Procedure – Support Staff".

- (a) The Trustholder will accommodate the employee's choice of vacation time(s), subject to operational/research requirements.
- (b) Where operational/research requirements prevent two or more employees within the same seniority unit from taking their vacation at the same time, their length of service will be the determinant.

8.09 Once vacations are authorized they will not be changed except:

- (a) by the Employer in the event of an operational emergency, or
- (b) by mutual agreement.

8.10 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.

8.11 Where an employee is hospitalized during his/her vacation, the duration of his/her hospitalization will be charged against his/her illness leave 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.

8.12 Where an employee has exhausted his/her illness leave, s/he will have the right to use his/her vacation credits, if any, to cover his/her absence due to illness.

8.13 In keeping with the Employer's "Managing Staff Vacation Procedure – Support Staff", the Trustholder 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.

8.14 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 at least ten work days prior to the commencement of his/her vacation.

8.15 Vacation Payout on Transfer or Promotion

- (a) Employees will receive a payout of all accrued vacation credits when they move to work under a different funding source (Trust or Operating). During their first twelve months in the new position, such employees may choose to take unpaid time off equivalent to the payout or their previous annual vacation entitlement, whichever is less. Unpaid time off will be scheduled by mutual agreement.
- (b) Employees who move from an Operating position into a Trust position, and who have received a payout of accrued vacation credits, may choose (during their first twelve months in the new position) to take unpaid time off equivalent to the payout or their previous annual entitlement whichever is less. Unpaid time off will be scheduled by mutual agreement.

8.16 Vacation credits, if any, will be paid out to an employee on the date of his/her cessation of employment with the Employer or when the position is deemed vacant by the Employer as a result of long-term illness.

8.17 Auxiliary Trust Employees

- (a) Auxiliary Trust Employees (Hourly)

This Article will not apply to Auxiliary Trust employees who are paid hourly. Instead, such employees will receive vacation pay at the rate of six per cent of base rate, exclusive of overtime and premiums, for each pay period. In each 12

month period the employee will be entitled to take three weeks time off without pay as vacation. This period will be approved as outlined in clause 8.08. It will not be considered a break in service, nor will it contribute to hours worked for the purposes of the accumulation of hours for the service formula.

(b) Auxiliary Trust Employees (Salary)

This Article will apply to Auxiliary Trust employees who are paid monthly, as amended below:

- (i) Clause 8.02 will apply only in part. These employees will earn vacation at the rate of 1 ¼ work days per calendar month of employment.
- (ii) Clause 8.15 will not apply. Instead these employees will be paid out their vacation credits at the end of their employment with any particular Trustholder. If they continue employment they will be entitled to take time off without pay equal to the time paid out. It will be approved as outlined in clause 8.08. This time will not be considered a break in service, nor will it contribute to hours worked for the purposes of the accumulation of hours for the service formula.
- (iii) Vacation entitlement for part-time employees will be pro-rated in accordance with the actual hours worked (exclusive of overtime).

8.18 Casual Trust Employees

This Article will not apply to Casual Trust employees. Instead, such employees will receive vacation pay at the rate of four per cent of base rate, exclusive of overtime and premiums, for each pay period. If Casual employees work more than 12 months they will be entitled to take up to three weeks time off without pay as vacation in each 12 month period. This period will be approved as outlined in clause 8.08. It will not be considered a break in service, nor will it contribute to hours worked for the purpose of the accumulation of hours for the service formula.

8.19 Anniversary Day Off

- (a) In recognition of service to the Employer, the parties agree that employees will receive one day off with pay upon reaching their 25th anniversary with the Employer.
- (b) 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.

ARTICLE 9 *

ILLNESS AND PROOF OF ILLNESS

The definition of Illness can be found in Article I (Definitions), clause 1.13.

9.01 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.

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

9.03 **“Casual illness”** means an employee illness resulting in absence from work for a period of three consecutive work days or less for which no medical certificate is required, and for appointments as per clause 9.06 and subject to clause 9.07. Where an employee has used his/her casual illness leave in any one service year, s/he may provide a medical certificate for additional absences of three work days or less, and the absence will be considered as general illness.

9.04 **“General illness”** means a medically documented employee illness resulting in an absence from work for a period of more than three consecutive work days.

9.05 **“Service year”**

- (a) “Service year” for a Regular Trust employee begins with the initial date of service and continues with each full year of service thereafter, subject to Article 23 (Service).
- (b) “Service year” for an Auxiliary Trust employee is each period of 1707 hours worked, subject to Article 23 (Service).

9.06 **Medical and Dental Appointments**

Time off to attend the employee's medical and dental appointments requires authorization of the Trustholder 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 leave.

9.07 **Illness Leave**

- (a) Regular Trust Employees

Commencing on employment, illness leave is earned at the rate of one day per month, for each complete month of employment, up to a maximum accumulation of 12 days. Leave of absence with pay is allowable on account of illness effective the 13th month of employment for 26 weeks, i.e., 130 days per service year of which two weeks, i.e., ten days may be used as casual illness.

For part-time employees this leave will be pro-rated based on the employee's normally scheduled work hours.

- (b) Auxiliary Trust Employees appointed to positions of more than 12 months (Salary)
- (i) Illness leave is earned at the rate of seven hours for every 142 hours worked, up to a maximum accumulation of 84 hours.
 - (ii) Once one of the following occurs, illness leave of 921 hours will be available:
 - i. s h e has one service year, or
 - ii. s h e is in the 13th month of employment in the position.Of the 921 hours illness leave, 71 hours may be used as casual illness and 850 hours may be used for general illness.
 - (iii) The maximum duration of illness leave following the onset of an illness is 26 weeks.
- (c) Auxiliary Trust Employees appointed to positions of 12 months or less (Hourly or Salary)
- Illness leave is earned at the rate of seven hours for every 142 hours worked, up to a maximum accumulation of 84 hours. Once an employee has worked more than 1707 hours, illness leave of 921 hours will be available, of which 71 hours may be used for casual illness and 850 hours may be used for general illness. The maximum duration of illness leave following the onset of an illness is 26 weeks.
- (d) Casual Level 2 Trust Employees
- Illness leave is earned at the rate of seven hours for every 142 hours worked.

9.08 Reinstatement of Illness Leave

Illness leave is reinstated at the beginning of each service year, 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 leave for that service year.
- (b) After an employee uses his/her illness leave in any one service year, s h e is not entitled to further illness leave in the next service year until s/he has completed ten consecutive work days of work from the date of his/her return to work.

9.09 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 illness 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.

9.10 Proof of Illness

- (a) For any absence due to illness of more than three work days but not more than ten work days, an employee will provide a medical certificate from a physician to his/her Trustholder. The medical certificate will specify:
 - (i) that the employee is 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 three work days or less, medical certificates will not be required except where the employee has had a maximum of ten 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) The employee will be required to submit medical documentation from a physician to Health Promotion and Worklife Services (HPaWS), maintain regular contact with HPaWS, and also keep his or her Trustholder advised of the duration of the illness when:
 - i. the illness is known initially to be for more than ten working days, or
 - ii. the illness continues for more than ten working days, or
 - iii. where there is a discernable pattern of shorter duration absences as determined by the Employer.

Any costs associated with providing this required information will be paid for by the Employer. If the employee does not return to work on the specified return date(s), further medical documentation is required.

- (e) Absences as per clause 9.10(d) must be supported by medical documentation which includes the following:

- i. the employee is unable to attend work and perform his/her regular duties due to illness or injury, and
- ii. the prognosis for full recovery, including the expected duration of the illness or injury, and
- iii. the limitations and medical restrictions to be accommodated in order for the employee to be able to attend work and perform meaningful work, and
- iv. the expected duration of each limitation or restriction, and
- v. the date the employee will be reassessed.

As the illness progresses, continued objective medical information is required.

- (f) Where medical certificate(s) or documentation is required but not provided, the absence is considered leave without pay, subject to the approval of the Employer.

9.11 Independent Medical Examination

- (a) In the absence of objective medical information from the treating physician(s), in cases of prolonged absence caused by illness or where a medical condition is believed to be adversely affecting an employee's work, HPaWS may require that the employee undergo an Independent Medical Exam (IME). The physician will submit a medical report to HPaWS 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 the mutual agreement of the parties.

9.12 Return-to-Work From Illness Leave

The employee has an obligation to accept a Return-to-Work plan that is based on consistent, objective medical information to either full or modified duties or hours as follows:

- (a) first to the pre-illness position, or
- (b) second to another position with the Employer if the pre-illness position cannot be adapted to the limitation and restrictions.

9.13 Long Term Disability (LTD)

If the illness leave is expected to be more than 26 weeks, an eligible employee may apply for LTD pursuant to clause 13.04 (Long Term Disability). Where medical documentation indicates the employee may need to apply for LTD, the employee will be provided with LTD application forms no later than the 20th week of illness leave. Notwithstanding the Employer's and employee's obligations under clause 9.12, if the employee's application is approved, the employee will be placed on LTD. If the employee's application is denied, the employee may appeal the decision in accordance with the appeal provisions of the LTD Plan.

ARTICLE 10

SPECIAL LEAVE

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

10.02 Upon receiving authorization from the Trustholder, an employee will be granted leave with pay for the following reasons up to the maximum time indicated.

10.03 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 three working days together with any necessary traveling time, not more than two working days with pay.
- (b) An employee will be allowed up to one day with pay to attend the funeral of persons other than those specified above.
- (c) Leave with pay up to two 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 Trustholder 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 Trustholder 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, she may be allowed compassionate leave in respect of such absence, normally to the extent provided above, at the discretion of the Trustholder.

10.04 Emergency or Disaster Conditions

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

10.05 Birth or Adoption

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

10.06 Moving

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

10.07 Citizenship Hearing

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

10.08 Maximum Entitlement

- (a) 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 is not more than ten working days per fiscal year.
- (b) Eligibility for leave pursuant to clauses 10.04 to 10.07 is subject to the expense being allowed by the particular funding source.

10.09 Casual Level 2 Trust Employees

A Casual Level 2 Trust employee will be entitled to the provisions of clause 10.03 only. 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 is not more than 35.5 working hours per fiscal year.

10.10 Part-time Regular and Auxiliary Trust Employees

A part-time Regular **or** Auxiliary Trust 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 similar full-time position.

ARTICLE 11 *

LEAVE WITHOUT PAY

- 11.01** Where an employee applies for a leave of absence without pay, it may be granted subject to approval of the Trustholder.
- 11.02** 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.
- 11.03** 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 12 *

MATERNITY AND PARENTAL LEAVE

GENERAL PROVISIONS

- 12.01** For the purpose of this Article, “employment” means the most recent period of continuous employment with the Employer without a four-month break. Employment is not continuous if an employee resigns, is terminated for cause or does not return from recall.
- 12.02** Where an employee requires leave pursuant to this Article, written notification is to be provided to the Trustholder and Human Resources as follows:
- (a) For maternity leave, the employee will apply for such leave a minimum of three months prior to the expected date of birth. Such leave can commence at any time during the 12 weeks immediately prior to the estimated date of delivery but no later than the date of delivery. Upon application, the employee will advise of the anticipated return date.
 - 1. At the time of application, the employee will provide written verification of pregnancy and anticipated date of delivery. This verification is normally provided by a physician; however, verification by a registered midwife is acceptable for a top up period of eight weeks. This is the only

circumstance in which an absence can be verified by a paramedical practitioner.

- ii. The normal illness-related portion of a maternity leave is considered to be eight weeks to commence no later than the date of delivery. Maternity-related illness leave longer than eight weeks must be supported by medical evidence from a physician.

- (b) For parental leave, an eligible employee will apply for such leave a minimum of one month prior to the anticipated birth or adoption date, or provide as much notice as possible. Such leave will commence no sooner than the actual birth or adoption date. Such leave will commence no later than 52 weeks after the actual birth or adoption date. Upon application, the employee will advise of the anticipated return date.

12.03 No employee will be eligible for leave under this Article that is more than 12 months, per birth or adoption, unless otherwise approved.

12.04 An Auxiliary Trust employee on an appointment with an end date occurring during the course of the leave will not be eligible for any further entitlements under the Collective Agreement beyond the appointment's original end date, unless the appointment period has been extended. This does not affect the four-month service break period referenced in clauses 12.16.

12.05 A pregnant employee who provides medical evidence from a 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 four months of pregnancy, which necessitates an absence of longer than 12 months, the employee may request further leave without pay.

12.06 (a) Where an employee is entitled to benefits, the employee is required to advise Human Resources prior to the commencement of maternity or parental leave regarding the continuation of benefit coverage for the duration of the leave. Benefit coverage will be provided for the illness-related portion of a maternity leave as per clause 12.02 (a). If an employee opts to continue benefit coverage with the Employer beyond the illness-related portion of maternity leave and/or for the full duration of parental leave, s/he must prepay the premiums.

- (b) 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.

- 12.07** An employee who wishes to resume her employment on expiration of approved maternity or parental leave will provide at least four weeks notice in writing of the day s/he intends to resume employment.

In the event the employee on maternity leave wishes to resume employment earlier than her intended date of return, she may do so under the following conditions:

- (a) one month following the birth of her baby if a medical certificate is provided; or
- (b) six weeks following the birth of her baby if a medical certificate is not provided.

MATERNITY LEAVE

Regular Trust and Auxiliary Trust Employees with More Than 52 Weeks of Employment

- 12.08** Upon application in accordance with the provisions of clause 12.02 (a), leave to a maximum of 15 weeks for maternity reasons will be granted by the Employer.
- 12.09** 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.
- 12.10** 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 leave in accordance with clause 9.07, and
 - (iii) she provides medical verification as per clause 12.02 (a) specifying the portion of her maternity leave attributable to any illness-related absence.

For Auxiliary hourly employees whose wages vary from one pay period to another, the average of the employee's wages for the three-month period preceding the commencement of the leave will be used to determine top up benefits.

- (b) Evidence of payment of Employment Insurance maternity benefits 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 100% 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.

Regular Trust and Auxiliary Trust Employees with 52 Weeks of Employment

- 12.11 Upon application in accordance with the provisions of clause 12.02 (a), leave to a maximum of 15 weeks for maternity reasons will be granted by the Employer.
- 12.12 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.
- 12.13 Any accrued sick leave remaining will be paid out when the employee commences her leave for maternity reasons.

Regular Trust and Auxiliary Trust Employees with Less than 52 Weeks of Employment

- 12.14 Upon application in accordance with the provisions of clause 12.02 (a), leave to a maximum of 15 weeks for maternity reasons will be granted by the Employer.
- 12.15 The employee is entitled to apply illness leave for any period of the leave that is supported by medical evidence.
- 12.16 There is no guarantee of a position being available for the employee at the end of a leave for maternity reasons; however, an employee who has completed her probation period will be offered her former position if it continues to exist. The employee will maintain her service provided she works within four months following the end of the leave period and contacts Human Resources to request a service adjustment. If this request is not made within four months following the return date, there will be no retroactive service adjustment.

For a Regular Trust employee, this is the only circumstance where the employee can retain previous service for any time without occupying a position or without Article 20 provisions applying.

Casual Level 2 Trust Employees

- 12.17 Upon application in accordance with the provisions of clause 12.02 (a), leave to a maximum of 15 weeks for maternity reasons will be granted by the Employer.
- 12.18 Any accrued sick leave remaining will be paid out when the employee commences her leave for maternity reasons.
- 12.19 There is no guarantee of a position being available for the employee at the end of a leave for maternity reasons; however, an employee who has completed her probation period

will be offered her former position if it continues to exist. The employee will maintain her service provided she works within four months following the end of the leave period and contacts Human Resources to request a service adjustment. If this request is not made within four months following the return date, there will be no retroactive service adjustment.

Casual Level 1 Trust Employees with 52 Weeks or more of Employment

- 12.20** Upon application in accordance with the provisions of clause 12.02 (a), leave to a maximum of 15 weeks for maternity reasons will be granted by the Employer.
- 12.21** There is no guarantee of a position being available for the employee at the end of a leave for maternity reasons; however, the employee will maintain her service provided she works within four months following the end of the leave period and contacts Human Resources to request a service adjustment. If this request is not made within four months following the return date, there will be no retroactive service adjustment.

Casual Level 1 Trust Employees with Less Than 52 Weeks of Employment

- 12.22** Upon application in accordance with the provisions of clause 12.02 (a), leave for medical reasons may be granted. The duration of such leave will normally be between six and eight weeks; however, each request will be individually considered by the Employer.
- 12.23** There is no guarantee of a position being available for the employee at the end of such a leave; however, the employee will maintain her service provided she works within four months following the end of the leave period and contacts Human Resources to request a service adjustment. If this request is not made within four months following the return date, there will be no retroactive service adjustment.

PARENTAL LEAVE

Regular Trust Employees with 52 Weeks or More of Employment

- 12.24** Upon application in accordance with the provisions of clause 12.02 (b), leave of absence to a maximum of 37 weeks will be granted to an employee for parental leave for his/her newborn or adopted child.
- 12.25** An employee on approved parental leave is entitled to return to the position s/he held immediately prior to going on leave. If his/her position no longer exists, s/he will be placed in alternate work of a comparable nature at the same rate of pay and benefits.

Auxiliary Trust and Casual Trust Employees with 52 Weeks or More of Employment

- 12.26** Upon application in accordance with the provisions of clause 12.02 (b), leave of absence to a maximum of 37 weeks will be granted to an employee for parental leave for his/her newborn or adopted child.

12.27 There is no guarantee of a position being available for the employee at the end of a leave for parental reasons; however, an employee who has completed his/her probation period will be offered his/her former position if it continues to exist. The employee will maintain his/her service provided s/he works within four months following the end of the leave period and contacts Human Resources to request a service adjustment. If this request is not made within four months following the return date, there will be no retroactive service adjustment.

Regular, Auxiliary and Casual Trust Employees with Less Than 52 Weeks of Employment

12.28 Such employees are not entitled to parental leave.

ARTICLE 13 *

BENEFITS

13.01 Benefit Plans: Full-time Trust Employees

When a full-time Trust employee is appointed to a position of more than 12 months his/her Trustholder will pay 100% of the premium costs of the following for either single or family coverage:

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

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

13.02 Employee Funded Benefit Plans

An employee appointed to a position of more than 12 months may participate in the following plans by paying 100% of the premium costs:

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

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

13.03 Benefit Plans: Part-time Trust Employees

When a part-time Trust employee is appointed to a position of more than 12 months, the following will apply. The details of benefits and eligibility will be governed by the Master Policy for each plan:

(a) s h e will be eligible to enroll for either single or family coverage for the following:

- (i) Alberta Health Care Plan;
- (ii) Supplementary Health Care Plan; and
- (iii) Dental Insurance Plan.

The Trustholder will pay 100% of the premium costs.

(b) s h e will have:

- (i) Long Term Disability (LTD) Plan; and
- (ii) Basic Group Life Insurance Plan.

The Trustholder will pay 100% of the premium costs.

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

The Trustholder will pay 100% of the premium costs.

13.04 Long Term Disability (LTD)

(a) 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.

(b) 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.

(c) 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 h e is medically certified as capable of performing the normal job function 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 provision 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 Trustholder or 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 Trustholder or 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 Trustholder or Department and Health Promotion and Worklife Services; thereafter the cost of salary and benefits will be the responsibility of the Trustholder or 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 she is medically certified as capable of performing.
- (d) Participating employees are eligible for coverage on their date of hire. 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 she received treatment during the six-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.
- (e) 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.

13.05 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 contract between the Employer and the carriers, and the self-insured programs are subject to the Employer's plan documents. Both contracts and the 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.

13.06 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.

13.07 Regular Recurring Trust Employees

Regular Recurring Trust employees may remain on benefits during the inactive period provided they prepay all premiums. Failure to prepay will result in a **loss** of coverage.

13.08 Auxiliary Trust Employees appointed to positions of 12 Months or Less (Hourly or Salary)

- (a) Clauses 13.01 to 13.05 do not apply.
- (b) These employees are eligible for Occupational Accidental Death and Dismemberment Insurance and the Employee and Family Assistance Program.
- (c) In lieu of all other benefits under this Article, these employees receive ten per cent of salary, exclusive of overtime and premiums. However, if they are already enrolled in benefits and there is no break between the benefited position and the new position of 12 months or less, the employee will remain on the benefits plan and the ten per cent will not be paid.
- (d) The percentage of salary paid in lieu of benefits will be reviewed periodically to ensure that it reflects the cost to the Employer of benefit coverage, and if necessary adjusted.
- (e) An employee with more than one position cannot receive a percentage in lieu of benefits and be enrolled in benefits (other than Accidental Death and Dismemberment and Employee Family Assistance Program) during the same pay period.

13.09 Auxiliary Trust Employees Appointed to Positions of More Than 12 Months (Salary)

Whether full-time or part-time, these employees are eligible for benefit coverage, and clauses 13.01 to 13.07 apply.

13.10 Casual Level 2 Trust Employees

This Article does not apply, except for clause 13.03 (c).

ARTICLE 14

UNIVERSITY CREDIT COURSES

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

- (a) The Employer will remit fees to a maximum of 18 units of course weight in a calendar year of which up to 12 units of course weight can be taken in the Fall and Winter terms.
- (b) Remission of fees will include only instructional fees and will not cover books, supplies and other costs. An employee approved for tuition fees is not required to prepay the fees.
- (c) A maximum of three 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. Makeup 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.

14.02 Part-time Employees

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

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

14.04 (a) When tuition remission 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 tuition remission may be waived for employees on layoff status or about to be laid off.

14.05 (a) No employee will have access to tuition remission once s/he has left the employ of the Employer, subject to clause 14.04.

- (b) When a credit course 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 tuition remission to the Employer.
- (c) When the credit course is to commence on or after the effective date of an employee's resignation or dismissal, the employee will either drop the course or assume full responsibility for the tuition.

ARTICLE 15 *

HUMAN RESOURCES DEVELOPMENT FUND

- 15.01** 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.
- 15.02** The primary purpose of the Fund is to enable employees to access learning opportunities (courses, workshops, seminars, in-school apprenticeship training or programs).
- (a) The Fund does support opportunities that will:
 - (i) enhance their capacity to perform work,
 - (ii) prepare for an expanded or different role, or
 - (iii) enhance employee wellness. Programs approved under HRDF must be intended to improve an employee's quality of work life, prevent personal illness or injury or reduce benefit cost associated with personal illness or injury.
 - (b) The Fund does NOT support:
 - (i) general interest courses (e.g., hobbies, crafts, recreational memberships),
 - (ii) wellness courses offered by unapproved off-campus service providers (see Common Provisions, Appendix G),
 - (iii) job-specific training required for the employee's current role,
 - (iv) training required by legislation for the employee's current role,
 - (v) University of Alberta credit courses (Article **14**).
- 15.03** The parties encourage discussion between the employee and his/her supervisor, as part of the on-going performance management process, to identify learning and development plans and potential learning opportunities where the Fund may apply.

- 15.04** (a) A Regular Trust or Auxiliary Trust employee will be entitled to a maximum of \$750 per fiscal year to fund learning opportunities, which meet the criteria outlined in clause 15.02.
- (b) A Casual Level 2 Trust employee will be entitled to a maximum of \$500 per fiscal year to fund learning opportunities which meet the criteria outlined in clause 15.02.
- (c) 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.
- (d) There will be no carry over of any unused portion of an employee's maximum entitlement to a subsequent fiscal year.

15.05 A Regular Trust employee may request permission to use his/her future annual entitlements to a maximum of \$2,250 for:

- (a) 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 judgment of the employee in consultation with his/her supervisor meets the criteria outlined in clause 15.02.

Where the identical program of studies is available at the University of Alberta, the employee will access that program.

- (b) Attendance at a major international conference that, in the judgment of the employee in consultation with his/her supervisor, is of mutual benefit to the employee and the work unit.

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

15.06 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.

- 15.07** (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.

(c) **All** receipts for reimbursement must be submitted no later than 45 calendar days after the scheduled learning event. If receipts are not received in this time frame reimbursement will not be made. The previously approved funds will be made available to other applicants.

15.08 (a) When funding has been approved and the employee is then advised that she is to be laid off, she 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.

15.09 (a) No employee will have access to the Fund once she has left the employ of the Employer, subject to clause 15.08.

(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.

15.10 Where, by June 30, utilization figures indicate that there is an unused portion of the Fund, the Learning and Development Committee (HRDF) will jointly agree to use the unused portion to fund the development of learning opportunities for employees during the next fiscal year.

The Terms of Reference for the Learning and Development Committee (HRDF) are described in Common Provisions Appendix G.

The committee has the authority to make decisions regarding strategic disbursements of the funds.

ARTICLE 16 *

POSTINGS, PROMOTIONS, TRANSFERS AND RESPONSIBILITY PAY

16.01 Postings

(a) Where the Employer initially expects the position will be needed for more than 12 months or, once it is clear that the position will be needed for an additional 12

months, then the position will be posted. Internal applicants must be given consideration in the filling of these vacancies.

- (b) Positions posted under (a) above will be filled without posting if, in order of priority, one of the following conditions exists:
 - (i) an employee with the skills and ability to fill the position is available and requires accommodation due to physical or mental disability; or
 - (ii) an employee with the skills and ability to fill the position, [subject to Part A Article 20 (Position Disruption)] is available and redeployment has been offered; or
 - (iii) an employee with the skills and ability to fill the position [subject to Article 20 (Position Disruption)] is available and on active recall status.

16.02 Transfer

- (a) 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 normally no change to his/her performance review period.
- (b) The employee's pay will be within the grade level range and will be no less than hisher current rate of pay.
- (c) Where the employee's rate of pay is placed at a higher step (i.e., at least one increment) than the current rate of pay, the performance review period will be changed to the date of transfer. Performance increments will thereafter be granted, pursuant to Common Provisions Article 8 (Performance Reviews and Increments), annually from the date of the transfer.
- (d) Except as provided in this Article, it is understood that a Regular Trust employee voluntarily demoted, transferred or promoted to a non-established position has voluntarily waived his/her seniority.
- (e) No employee will be unreasonably transferred.

16.03 Promotion

When an employee is promoted from one position to another position with a higher-grade level, hisher new base pay will be within the range of the higher grade for his/her new position. The new base pay will be no less than one full increment above hisher current pay. Performance increments will thereafter be granted, pursuant to Common Provisions Article 8 (Performance Reviews and Increments), annually from the date of promotion. If the employee is within three months of hisher next increment on date of promotion, she will be granted an additional increment.

16.04 Responsibility Pay

Where an employee is required to perform higher level duties, in addition to some of hisher own regular duties and responsibilities, for a cumulative qualifying period of five

days per fiscal year, s/he will receive a premium of at least five per cent of his/her base pay if s/he is at the top of the current scale, or be placed on a step that is at least five per cent above his/her base pay if s/he is not at the top of current scale. The premium will apply for the period of temporary responsibility including the qualifying period.

A new job fact sheet will be done and a job evaluation completed:

- (a) after a period of six continuous months, or
- (b) after a period of 12 continuous months where it is expected that the assignment will be more than six months (i.e., maternity leaves, lengthy illness periods or specific projects).

These time frames may be extended with mutual agreement should extenuating circumstances arise.

16.05 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 be more than 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
 - a. placed on a step of the higher grade that is at least five per cent above his/her base pay, or
 - b. 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 ten per cent of his/her base pay.
- (c) The employee will be eligible for increments, as per Common Provisions Article 8 (Performance Reviews and 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 six weeks then clause 16.05 (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.

16.06 Auxiliary Trust and Casual Level 2 Trust Employees

Clauses 16.02, 16.03 and 16.05 do not apply to individuals who are rehired by the Employer within four months as per clause 23.09 (c).

ARTICLE 17

PREMIUMS

17.01 Second Language Premium

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

ARTICLE 18

DISCIPLINE

- 18.01** (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 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.

18.02 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 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 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.

18.03 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.

18.04 Employee Right to Representation

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

18.05 An employee notified of an investigation interview or formal disciplinary meeting, and who then makes a claim under Article 9 (Illness and Proof of Illness) will have no extraordinary rights under this Article.

18.06 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 process is increasingly important as the employee's service with the Employer lengthens. 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.

18.07 Access to Dispute Resolution Process

The employee will have the right to apply Common Provisions Article 14 (Dispute Resolution Process) following any disciplinary action.

18.08 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 five days of the date of mailing.

18.09 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 two years old will be cleared from the employee's Personnel File if no further adverse reports or disciplinary actions have been submitted.

ARTICLE 19

EXCEPTIONS TO TERMS AND CONDITIONS OF EMPLOYMENT

19.01 Notwithstanding any term or condition of employment, the provisions of this Article may be applied.

19.02 If a Trustholder determines an inability to meet or 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 provide the following particulars:
 - (i) what special term(s) and condition(s) are requested;
 - (ii) when the term(s) or condition(s) are expected to commence;
 - (iii) how long the term(s) or condition(s) are expected to be required; and
 - (iv) what alternatives have been considered.
- (b) Employee Relations and the Trustholder will jointly review the request, 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.

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

ARTICLE 20 *

POSITION DISRUPTION

20.01 The parties are committed to consultation prior to the implementation of clause 20.04 and ensuring that employees are treated with care, understanding and respect throughout the process. The Employer is committed to reasonable readjustments that assist affected employees and minimize negative impact on those employees.

20.02 Definitions: For the purposes of this Article, the following definitions will apply:

- (a) **Adjustment:** Agreed changes to an employee's current position and/or terms and conditions of employment pursuant to the exploration of alternatives.
- (b) **Available Position:** A position that has no incumbent and the Employer deems should be filled.
- (c) **End Date:** The employee's last day of work in his/her current position.
- (d) **Human Resources:** The University's centralized Human Resources Department.
- (e) **Layoff** The permanent or temporary cessation of an employee's employment; however, it does not include provisions pursuant to Article 3 (Probation and Trial Periods), or Article 18 (Discipline).

- (f) **Location:** The normal current site of an employee's work including 50 km surrounding that site and any travel required by the position.
- (g) **Notification Date:** The date that formal written notice is provided.
- (h) **Position Disruption:** 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, reassignment to a position with a lower grade, change in location). Position disruption is not normally the reassignment of tasks, duties, work schedule, etc.
- (i) **Recall:** The placement of an employee on the recall list into an available position of more than 12 months' duration with the same or lower maximum rate of base pay.
- (j) **Status:** The terms and conditions of employment as they relate to:
 - (i) hours of work (e.g., full-time, part-time);
 - (ii) type of employment (e.g., auxiliary trust or regular trust);
 - (iii) the applicable parts (i.e., Operating, Trust, ESL).
- (k) **Time Limits:** All of the time limits referred to in this Article are exclusive of Saturdays, Sundays, paid holidays, official University-wide days off, and the date the notice is delivered.

20.03 Rules of Application

- (a) A Trustholder considering a position disruption of a Regular Trust employee will consult with Human Resources.
- (b) A Trustholder will provide an employee with as much unofficial notice as reasonably possible of the effective date of position disruption. Such unofficial notice will not negate any other notice provision contained within this Article.
- (c) When two or more employees are performing work in identical positions within the same seniority unit, seniority will be applied (i.e., reverse order of seniority) unless it can be demonstrated that the research will be compromised by this application.
- (d) After notice of the meeting, an employee who makes a claim under Article 9 (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.
- (e) Where appropriate, an employee on any leave of absence may be contacted regarding position disruption for the purpose of discussing the planned disruption. However, pursuant to clause 20.04 (a), notice to that employee will be the date of their return to work, unless the parties agree otherwise.

- (f) No employee will be laid off
 - (i) and subsequently rehired by the same Trustholder solely to prevent him/her from being continuously employed and then entitled to application of this Article;
 - (ii) solely because of unsatisfactory performance [issues of unsatisfactory performance will be dealt with pursuant to Article 18 (Discipline)]; or
 - (iii) solely to prevent him/her from having his/her employment extend beyond 12 months and thus be eligible to receive benefits.
- (g) No students (including Post-doctoral Fellows) will perform the regular work of employees where in doing so such action results in the layoff of an employee; however, nothing precludes the Employer from engaging students in legitimate training and learning opportunities.

20.04 Process

- (a) **Informal Notice:** At least ten days prior to the Notification Date, Human Resources will arrange a joint 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). At this meeting, a package of information about position disruption (agreed to by the Union and the Employer) will be made available to the employee(s).
- (b) **Exploration of Alternatives:**
 - (i) Within the period prior to the formal written notice to the affected employees, the Union, the Trustholder, Human Resources and the employee(s) will explore methods and alternatives for managing position disruption in a manner which minimizes negative impact on employees.
 - (ii) In advance of formal notice being served, every effort will be made by the parties to agree on adjustments, preferably without loss of pay.
 - (iii) Adjustments
 - a. If agreement on adjustment(s) can be reached, the adjustment(s) will be reduced to writing, will be signed off by the Employer, the Union and the agreeing employee(s) and will be implemented.
 - b. If agreement on adjustment(s) can be reached, but some employee(s) affected by position disruption are not willing to accept them, the Employer will lay off those employees pursuant to this Article.
 - c. If agreement on adjustment(s) cannot be reached, the Employer will lay off pursuant to this Article.
- (c) **Formal Notice:** Formal notice is provided in writing to the Employee by the Trustholder and recall starts on the Notification Date.

20.05 Layoff

- (a) 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. An employee receiving three months or more of notice may be required by the Trustholder to work up to one month of the notice period. There will be no other term or condition of employment, including benefits, applicable during the continuance period.

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

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

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

(b) Notice Periods

- (i) Notice period is deemed to have commenced on the Notification Date.
- (ii) For employees temporarily laid off for less than three months' duration, clauses 20.03 (b) and 20.04 (b) will apply. Except in circumstances beyond the reasonable control of the Trustholder, the notice for such layoffs will be ten days and will include the return-to-work date.
- (iii) Regular Trust employees will receive the following written notice of position disruption or base pay-in-lieu of notice. Service to be computed to the Notification Date:
- a two weeks, if the employee has completed the probation period but has less than 24 months (two years) of service; or
 - a four weeks, if the employee has 24 months (two years) of service and less than 60 months (five years) service; or
 - a three months, if the employee has at least 60 months (five years) of service but less than 120 months (ten years) of service; or
 - a five months, if the employee has at least 120 months (ten years) of service but less than 180 months (15 years) of service; or
 - a seven months, if the employee has at least 180 months (15 years) of service.

20.06 Recall

- (a) There will be two recall lists for laid-off employees covered by Part A, Part B and Part C of this Collective Agreement. Human Resources will maintain the following lists:
- (i) one recall list consisting of the names of all laid-off, full-time employees,

- (ii) one 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.

- (b) Employees affected by position disruption will be placed on a recall list for a period of up to 24 months from the Notification Date.
- (c) Trustholders will consider any employee on a recall list prior to filling any general support trust employee position that is of more than 12 months duration.
- (d) Subject to Article 19 (Exceptions to Terms and Conditions of Employment), an employee recalled will be paid as per the appropriate grade for the new position
- (e) An employee on layoff status (i.e., given notice of layoff or laid off) 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 with reasonable on-the-job training, within a training period not to exceed one month. The determination of the above will be made by the Trustholder.
- (f) An employee is removed from the recall list when:
 - (i) s/he is recalled to a position at his/her former status, grade and location;
 - (ii) s/he declines one offer of recall to a position which is at least at his/her former status and grade and location (does not include casual or auxiliary positions);
 - (iii) s/he forgoes recall pursuant to the Position Disruption Training Benefits provision [20.07 (e)];
 - (iv) s/he voluntarily withdraws from the recall list;
 - (v) s/he is dismissed for just cause;
 - (vi) s/he fails to return to work within ten days of receipt of notice of recall;
 - (vii) s/he voluntarily resigns;
 - (viii) the recall period expires.

20.07 Position Disruption Training Benefits

- (a) The Employer agrees to provide reasonable funding to continue a Staff Retraining Fund for persons affected by position disruption.
- (b) Where required, the Employer will offer training to employees affected by position disruption or eligible for recall. The Employer agrees to provide the affected employee relocation counselling and training assistance.

- (c) Where an employee requires training in order to effect recall, the hiring 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 20.06(e)].
- (d) 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.
- (e) 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.
- (f) The terms of all training provided will be subject to mutual agreement between the employee and the Employer.

20.08 Trial Periods on Recall

- (a) A recalled employee will have a trial period of three months. The trial period may be extended by the Employer for another three months for reasons outlined in writing to the employee, the Union and Human Resources.
- (b) If during the trial period, the employee is determined unable to fulfil the duties of the position, the employee will be removed from that position and the following will apply:
 - (i) If the employee was recalled to a position at his/her former status, grade and location, the employee will return to layoff and for one time only, the recall period will be extended by the time spent in the recalled position.
 - (ii) If the employee was disrupted or recalled to a position at a lower grade, different status or location, the employee will remain on the recall list if eligible, but the recall period will not be extended by the period of time spent in such a position.
 - (iii) If the employee is returned to layoff, the notice and recall period are deemed to have commenced as of the original Notification Date.

20.09 Auxiliary Trust Employees

Auxiliary Trust employees will be entitled to the provisions of clause 20.05 (b) (iii) only. For the purpose of this clause only, service will be calculated based on the number of calendar months without a break that the employee has worked in the position from which s/he is being laid off.

ARTICLE 21

SALARIES

- 21.01** An employee will be paid in accordance with the grade assigned to his/her position.
- 21.02** Notwithstanding clause 21.01, Casual Trust employees at Level 1 will be paid no less than 75% of the rates of base pay. Auxiliary Trust employees and Casual Trust employees at Level 2 will be paid no less than 100% of the rates of base pay.
- 21.03** When there is a negotiated increase in the grades of base pay in Common Provisions Appendix A, employees will be paid on the new higher grades of base pay.
- 21.04** The Employer will annually provide the Union with the number of employees paid above and below the grade assigned to their positions.
- 21.05**
- (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 two weeks.
 - (c) Premium pay, other than overtime, will be paid no later than the month following the month in which it was earned.
- 21.06** The Employer is entitled to recover overpayment of salary resulting from errors. Employees are responsible for reporting overpayments as soon as they become aware of the overpayment. Repayment schedules will be based on the magnitude of the overpayment, length of time over which the error occurred, length of work time remaining, the taxation year and impacts on the employee such as pension. Schedules will be made by mutual agreement pursuant to a process agreed between the parties. Agreement will not be unreasonably withheld. The parties agree that this clause will constitute the written assignment required of the employee for repayment.

ARTICLE 22

INCLUSIONS/EXCLUSIONS RESOLUTION PROCESS

- 22.01** 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 that Act.

22.02 The parties agree to the following inclusions and exclusions (see also Appendix B) 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”** 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.
- (c) **“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.
- (d) **“Research Trust Managers”** who are (and should be) engaged in legitimate academic/management activities will be excluded from the NASA bargaining unit.

22.03 The parties have agreed to inclusion/exclusion definitions (see Appendix B) 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.

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

22.05 Out of Province Employees

Notwithstanding 22.01 above, the Employer will voluntarily recognize employees who permanently reside and work within Canada but outside of the Province of Alberta as bargaining unit members where the employee selects NASA as their bargaining agent. The Employer will provide NASA with the names and addresses of these employees. NASA will use the information to determine the election of the person without delay and ensure the Employer is advised of the decision in a way that will facilitate the production of an offer letter to the employee. The terms of this Agreement will apply to those employees who have selected NASA as their bargaining agent, subject to modification. NASA and the Employer will agree to any special terms and conditions required as a result of the employee’s place of employment.

22.06 Exclusion Process

The process the parties will use to determine future exclusions under this Article is as follows:

- (a) Employee Relations will advise NASA by providing the following information: job title, number of persons affected, how pay is rendered, and the principles that apply to the exclusion.
- (b) If it deems it necessary, NASA will arrange a meeting with the Trustholder or Department(s) and Employee Relations within ten days of notification. The purpose of the meeting will be to seek clarification and resolution. In any event, NASA will respond in writing within 15 days of notification.
- (c) If an agreement cannot be reached, Employee Relations will refer the matter for further discussion to the Director, HRCS, and the Union Designated Representative within ten days.
- (d) If agreement cannot be reached, NASA will refer the matter to adjudication within ten days of the meeting held pursuant to 22.06 (c) above.
- (e) The adjudication panel will consist of a chairperson and two nominees. One nominee will be selected from the University community by each party on the basis of their relevant knowledge, qualifications and expertise. The nominees will select a chairperson from the University community. If they are unable to agree on a chairperson one will be selected from Common Provisions Appendix F (Roster of Agreed Upon Mediator/Arbitrators).

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

22.08 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.

ARTICLE 23 **

SERVICE

Regular Trust Employees

23.01 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.

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

- (a) voluntarily resigns, including position abandonment;
- (b) is dismissed for just cause;
- (c) fails to return to work within ten work days of receipt of notice of recall;
- (d) is laid off for a period of more than 24 consecutive calendar months; or
- (e) is terminated on probation.

23.03 Approved leave with pay, time on LTD, Common Provisions Article 9 (Workers' Compensation Supplement), and leaves as per Article 12 (Maternity and Parental Leave), and leave as per clause 11.03 (Leave Without Pay – Union Official), for any duration will be counted as service.

23.04 Approved leave without pay and time on continuous layoff of more than one calendar month will not be counted as service; however, for the sole purpose of reinstatement of illness, clause 9.08 (Reinstatement of Illness Leave) only, approved leave without pay will count as service.

23.05 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 clause 23.02.

Casual Trust and Auxiliary Trust Employees

23.06 Calculating Service

- (a) Partial months are rounded to the nearest whole.
- (b) Hours worked are divided by 142 to arrive at the number of months. These hours will be used to establish a service date when needed.
- (c) Casual Trust and Auxiliary Trust employees earn service based on hours worked, exclusive of the premium paid on overtime, vacation and paid holidays.
- (d) When the status of a Casual Trust or Auxiliary Trust employee changes to Regular Trust, a service date is calculated based on hours worked, exclusive of overtime, the premium paid on overtime, vacation and paid holidays.

23.07 No employee may have a service date prior to his/her start date, or prior to any break of four months.

23.08 Hours worked as a casual or student prior to July 1, 2006, do not contribute to "Hours Worked".

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

- (a) voluntarily resigns, including position abandonment;
- (b) is dismissed for just cause;
- (c) has a break in employment of more than four months; or
- (d) is terminated on probation.

APPENDIX A

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 B *

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 Part pursuant to Article 22 (Inclusions/Exclusions Resolution Process):

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

(a) Description:

Staff who work in support of University operations falling within the following applicable job families:

- Business/Administrative/Finance/Clerical
- Technical/Information Systems
- Transport/Maintenance/Utilities/Trades
- Health (Medical/Dental/Pharmacy)

(b) General Duties:

- functions in a support role with appropriate duties

(c) Qualifications/Experience:

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

2. **Post-doctoral Fellows (PDFs)** (excluded)

(a) Description:

PDFs are post-graduate trainees 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 more than five 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. Trust Academics (including Trust Professionals and Trust Administrators)
(excluded)

(a) Description:

Individuals appointed to senior management positions, ones which are similar to APOs in the Operating accounts.

(b) General Duties:

- Duties will vary with the particular position but, in general, these will be managerial, executive or supervisory in nature, with significant decision-making 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 C

Letter of Understanding

Re: Regular Trust Employees with Concurrent Non-Regular Employment

Regular Trust employees may from time to time, in addition to their regular work, be employed in other non-regular positions where the work is casual or temporary in nature. In situations where a regular employee has concurrent non-regular work, i.e. work that does not meet the definition of regular employment as defined in clause 2.02 (a), the employee will be treated as an Auxiliary employee for this concurrent work.

This Appendix takes effect August 1, 2009.