

**UNIVERSITY'S PROPOSAL**  
**"U1.1"**

**Negotiations for a  
Renewal Collective Agreement  
between**

**The Governors of the University of Alberta**

**and**

**The Non-Academic Staff Association (NASA)**

*Tabled: May 9, 2021, 5pmMT (via email)*

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Notes:

Proposed amendments to the current collective agreement (expiring March 31, 2019) are denoted as follows:

- language the Employer proposes to add is in blue italics; e.g. *new language*
- language the Employer proposes to delete is in red strikethrough text; e.g. ~~deleted language~~
- new language that has been agreed by the parties is in green bold text; e.g. **new agreed language**
- language that the parties have agreed to delete is in green bold strikethrough text; e.g. ~~**agreed to delete**~~
- table notes are identified by "Note" in pink text and within square brackets; e.g. [Note: this is a note to NASA and is not language that the Employer proposes to include in the collective agreement.]

Except as specifically amended herein, the Employer's position on all matters is as per the current collective agreement, except as may be modified by a subsequent proposal. The Employer reserves the right to amend or withdraw any proposal herein prior to its acceptance by NASA, or to correct an error or omission.

Final agreement on all matters is subject to the Employer's ratification process including formal approval by the Board of Governors.

**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~~ [Note: Employer proposes that Part C and all references thereto be deleted from the Agreement]

Where Parts A, ~~or 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, ~~and B, and C~~) will take effect on the date of ratification by the parties until March 31, ~~2019~~ 2024. ~~The Consolidated Collective Agreement will remain in effect thereafter until a replacement Consolidated Collective Agreement comes into force.~~ [Note: covered by bridging provisions of PSERA and Labour Code]

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**ARTICLE 2**  
**DEFINITIONS**

[Note: the Employer proposes to capitalize defined terms throughout the Agreement.]

In this Agreement:

**2.01 “AVP (HR)”** means the Associate Vice-President, Human Resources, *Health, Safety and Environment* of the University of Alberta or ~~his/her~~ *their* designee (the parties recognize that the Associate Vice-President is the representative of the Governors of the University of Alberta). [Note: the Employer proposes to change AVP (HR) to AVP (HRHSE) throughout the Agreement. The Employer proposes to incorporate the gender neutral throughout the Agreement.]

*2.01.1 “Bargaining Unit” means the unit of employees described at Article 3.01.*

**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, *as applicable, any one of the Director, Human Resource Integrated Client, of the University of Alberta* [Note: to be inserted during the course of bargaining. All instances of “Director” throughout the Agreement subject to revision].

*2.05.1 “Employee” (and lower-case “employee”) means an employee in the Bargaining Unit pursuant to Article 3.01.*

**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 (e.g. Step 1 to Step 2 or Step 1.5 to Step 2.5) as set out in Common Provisions Appendix A.

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- 2.08 “NASA” means the University of Alberta Non-Academic Staff Association.
- 2.09 The “parties” are the Employer and the Union
- 2.09.1 “Senior Officer, ELR” means a Senior Officer, Employee and Labour Relations.
- 2.10 “Supervisor” means any person whose job function requires him/her to organize, direct and control the work of ~~others~~ employees, 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.
- 2.13 “Union Representative” means a NASA Labour Relations Officer or designee.

### 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.

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- 3.05** Membership fees or service fees will be deducted from employees' base pay and remitted to the Union on a **monthly semi-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, **primary contact number** and amount of dues deducted for each employee for whom service fees or dues have been deducted. **It is the responsibility of employees to maintain current and up to date personal contact information.** 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~~ *Union Steward* will:
- (a) not be required to disclose the details of the ~~union~~ *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~~ *without loss of regular earnings* will be granted to: [Note: *consistent with 7.06.*]

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- ~~(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** Subject to operational requirements, where employees work shifts other than those in which meetings under clause 4.07 are being held their time will be dealt with as follows:

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- (a) for meetings of less than one full shift, release time will be paid by the Union;
  - (b) for meetings of one full shift, release time will be paid either by the Employer or Union as identified in clause 4.07 (a) or (b) above.
- 4.09** The Union will provide written notification to the Director, **HRCS HRICS**, of the names and departments of Union Stewards **and** Executive Committee members **and Council members**. The Employer will annually provide a list of Department Heads and designations required under the Agreement.
- 4.10 The Union and the Employer will provide the name of the person(s) or designee(s) acting as their “designated official” who will have the authority to act and resolve differences. It is further understood that these person(s) or designee(s) will have the authority for authorizing grievances under Article 14 (Dispute Resolution Process).
- 4.11 The Employer agrees to provide bulletin board space in each department for the purpose of posting information relating to Union business.
- 4.12 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 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.

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**10.03** The employee scheduled to work day shift will work during those working hours that s/he is not required to attend the court proceedings. However, an employee, who is scheduled to work afternoon, evening or night shifts during this period of jury or witness duty, will be granted a leave ~~with pay~~ *without loss of regular earnings* for an equivalent number of scheduled shifts during the period.

**ARTICLE 11  
RELIGIOUS OBSERVANCE**

[Note: to be amended as signed off by the parties, per the protocol]

**ARTICLE 14 \*  
DISPUTE RESOLUTION PROCESS**

**14.01 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.

**14.02 General Principles****(a) Disclosure**

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

**(b) 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.

**(c) Time Limits**

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.

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.

**(d) 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.

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(e) **Facilitation**

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

(f) **Expectations**

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

#### 14.03 Definition of Grievance Types

(a) **Dispute** – any problem, conflict, disagreement or difference involving employees and/or supervisors/managers.

(b) **Grievance Types** – a formalized written difference regarding the interpretation, application, operation, administration or alleged violation of the Collective Agreement and including any dispute as to whether the difference is arbitrable.

(i) **Individual Grievance:** An individual grievance will be defined as a grievance involving one individual.

If the individual grievance is discipline or termination related (e.g., dismissal, layoff, recall), such grievance will be initiated within 15 days of the date the action giving rise to the grievance occurred and will be initiated at the Grievance Process (Step Three).

(ii) **Group Grievance:** A group grievance will be defined as an issue concerning two or more employees in the same department. Such grievance will be initiated within 15 days of the date the action giving rise to the grievance occurred and will be initiated at the Grievance Process (Step Three).

(iii) **Policy Grievance:** A policy grievance will be defined as an issue affecting either party and/or more than one employee in more than one department. Such grievance will be initiated within 15 days of the date the action giving rise to the grievance occurred and will be initiated at the Grievance Process (Step Three).

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(c) **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, *for instance, the alleged occurrence said to have caused such grievance;*
- (iii) where applicable, the name(s) of the grievor(s) and his/her department(s);
- (iv) the remedy sought;
- (v) the ~~Article(s)~~ *clauses* of the Agreement allegedly violated ~~or the alleged occurrence said to have caused such grievance;~~
- (vi) signature of the ~~Union Representative~~ *initiating party's representative.*

**14.04 Problem Solving Level (Step One)**

- (a) Employees and supervisors/managers are encouraged to resolve any dispute through a face-to-face discussion. Employees who feel uncomfortable speaking alone with their supervisor and/or manager may seek the assistance of a Union Steward to facilitate the discussion.
- (b) The discussion should take place within ten days of the time an employee should reasonably have become aware of the action or matters giving rise to a dispute.
- (c) The discussion should be a respectful open exchange, which clearly identifies and communicates the interests of the persons directly affected by the dispute, in an attempt to arrive at a mutually agreeable solution that is in accordance with the provisions of the Collective Agreement.

**14.05 Consultation Stage (Step Two)**

- (a) If a dispute is not resolved by problem solving, or is not believed to be suitable for problem solving, the affected employee or supervisor/manager will seek the counsel of a Union Representative or assigned human resources representative to move the matter to the consultation stage.
- (b) Within fifteen working days of the date of the incident that gave rise to the dispute or of the date the involved individuals acknowledge a lack of

resolution at the problem solving stage (Step One), the consultation process will begin.

- (c) During this process, the involved parties together with the Union Representative and assigned human resources representative will work towards a mutually agreeable resolution of the dispute.
- (d) All discussions, proposed solutions and notes taken during the consultation stage are confidential and without prejudice to the legal or contractual rights of the parties.
- (e) Consultation may continue for as long as progress is being made. If the matter is concluded in a mutually satisfactory manner, confirmation will be provided in writing.
- (f) At any time, either the Union Representative or assigned human resource representative can conclude consultation by providing written notice to the other. If the Union chooses to advance the dispute by grievance, notice will be filed within ten days of the date of written notice to cease the consultation stage was provided.

#### 14.06 Grievance Process (Step Three)

- (a) ~~The~~ *A grievance initiated by the Union* will be submitted in writing to the Director, ~~HRCS HRICS~~, who will provide a copy to the DER. *A grievance initiated by the Employer will be submitted in writing to the Executive Director of the Union.*

The Union Representative and the assigned human resources representative will jointly prepare a Statement of Agreed Facts and identify the facts in dispute. ~~Each party will individually prepare a document outlining their respective points of view.~~

*Each party will submit to the other a document outlining their respective points of view* ~~These documents will be provided to all parties~~ within 20 days of the submission of the grievance.

- (b) Within ten days of the provision of the documents referenced in clause 14.06 (a) above, the Union Representative, the assigned human resources representative, the Director, the DER and any affected ~~party~~ *person, as may be mutually agreed*, will meet in an initial attempt to problem-solve the grievance. Further meetings and/or discussions may occur as the parties attempt to resolve the grievance.

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- (c) Where a resolution has been reached, the agreement will be committed to writing ~~and circulated to all parties involved.~~
  - (d) If the grievance cannot be resolved through discussion, ~~the Director and the DER will reply to the Union providing~~ *the initiating party will be provided* reasons *by the other party* within five days of the date the parties acknowledge that resolution was not possible.
  - (e) Anything said, proposed, generated or prepared for the purpose of trying to achieve a resolution to the grievance during this process is to be considered privileged and will not be used for any other purpose, including any subsequent arbitration proceeding.
  - (f) Either party may submit a grievance to arbitration. The party advancing the grievance will advise the other party in writing within 30 days of receipt of the correspondence referenced in clause 14.06 (d) above. After having submitted the grievance to arbitration, the parties may agree to further attempts to resolve the issue through mediation **and all expenses of the mediator will be borne equally by both parties.**

#### ~~14.07 Mediation~~

~~The purpose of mediation 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.~~

#### 14.08 Arbitration

- (a) The party advancing the grievance to arbitration, will notify the other party in writing, 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 14.08 (a), the party receiving such notice will

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- (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. If they are unable to agree, an application will be made to the **Labour Relations Board** ~~Minister of Labour~~ to appoint a chairperson.

- (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;

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- (iii) *subject to clause 14.08(f)(iv)*, 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.

## 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 *evaluated 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.

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## 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 ~~Director, HRIGS Human Resource Consulting Services~~, *Director, ODT* 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 ~~Director, HRIGS Human Resource Consulting Services~~, *Director, ODT*, or designee, 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 Director'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 Director's first response under clause 16.02 (b). The Director'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 ~~Director, HRIGS Human Resource Consulting Services~~ *Director, ODT*, 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 ~~Director, HRIGS Human Resource Consulting Services~~ *Director, ODT*, which includes:

- (a) the original documentation submitted under clause 16.02, and
- (b) the response by the ~~Director, HRIGS Human Resource Consulting Services~~ *Director, ODT*, and
- (c) additional relevant information the appellant may wish to provide.

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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~~ *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 or 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.
- (c) 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.
  - (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:
      - 1. the Department Head or designee,
      - 2. the incumbent,
      - 3. the incumbent's supervisor(s), or

4. Human Resource Services.

- (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~~ *involved persons* full opportunity to present and rebut information at the appeal hearing.  
[Note: *parties* is defined term and means Employer and Union]
  - (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 Director, **HRICS HRGS**, 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.
- (d) Training – All *JEAC* 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 18 \*

### DISCRIMINATION AND HARASSMENT COMPLAINTS

[Note: Employer proposes to change "parties" to "involved persons" in clauses 18.16(b), 18.16(g), 18.18 Employer continues to agree to changes at 18.07.]

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**ARTICLE 24****HUMAN RESOURCES DEVELOPMENT FUND**

- 24.01** The Employer and the Union are committed to learning and development for Support Staff. As part of this commitment, the Employer has established a Human Resources Development Fund (the Fund). As of April 1st of each year, the Fund will be ~~allocated~~ *replenished up to* \$400,000 to be administered by the ~~Employer Manager, Organizational Health and Effectiveness~~.
- 24.02** 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, or
  - (ii) prepare for an expanded or different role.
- (b) The Fund does not support:
- (i) general interest courses (e.g., hobbies, crafts, recreational memberships),
  - (ii) job-specific training required for the employee's current role,
  - (iii) training required by legislation for the employee's current role,
  - (iv) University of Alberta credit courses (Article 23).
- 24.03** 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.
- 24.04** (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 24.02.
- (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 24.02.
- (c) Funding will include reimbursement for registration and course fees, course materials, examination fees and, where applicable, reasonable out-

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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.

**24.05** A Regular employee may request permission to use his/her future annual entitlements to a maximum of \$1,500 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 24.02.

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 fiscal year.

**24.06** 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.

**24.07**

- (a) The employee will pay course fees directly to the applicable institution or University of Alberta department concerned and be reimbursed through the Fund upon providing proof of payment. Where a department pays on behalf of an employee, the department will be reimbursed through the Fund.

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- (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.

**24.08**

- (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.

**24.09**

- (a) No employee will have access to the Fund once s/he has left the employ of the Employer, subject to clause 24.08.
- (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.

~~24.10 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.~~

- ~~(a) — The Terms of Reference for the Learning and Development Committee (HRDF) are described in Common Provisions Appendix E.~~
- ~~(b) — The committee has the authority to make decisions regarding strategic disbursements of the funds.~~

## ARTICLE 25 COLLECTIVE BARGAINING

### 25.01 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~~ *negotiating a renewal* 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.~~ [Note: unnecessary, see 25.03(a)]
- (b) Any notice required to be given will be deemed to have been significantly given or served if personally delivered *or electronically 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.

### 25.02 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~~).

### 25.03 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.

### ~~25.04 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.~~ [Note: 25.04 no longer applicable: each party has its own internal ratification process and otherwise covered by the Labour Code]

## **APPENDIX B1**

[Note: benefits are negotiated at each round of collective bargaining; joint management not applicable or appropriate.]

### **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~~

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~~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 benefit plans 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~~

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~~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.~~

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#### **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**

- ~~1. 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).~~
- ~~2. The committee will jointly manage the benefits program to achieve the cost management target at the end of the term of the Collective Agreement.~~
- ~~3. 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, 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.~~

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- ~~4. 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.~~
  - ~~5. The Benefit Cost Management Model for the term of the Collective Agreement will include the following benefits:
    - ~~(a) Employment Insurance~~
    - ~~(b) Workers Compensation~~
    - ~~(c) Canada Pension Plan~~
    - ~~(d) Long Term Disability~~
    - ~~(e) Life Insurance~~
    - ~~(f) Bridge Benefits~~
    - ~~(g) Supplementary Health Care~~
    - ~~(h) Employee and Family Assistance Program~~
    - ~~(i) Dental Care~~
    - ~~(j) Remission of Tuition~~
    - ~~(k) 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,~~~~

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~~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.~~

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**Appendix B2**

[Note: already implemented]

**Letter of Understanding****Support Staff Benefit**

~~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. Effective September 1, 2012, introduce a Critical Illness benefit of \$10,000 per member.~~
- ~~2. Effective January 1, 2013:
  - ~~(a) Introduce a Health Spending Account (HSA) of \$1,000 per plan member per year (members and dependents covered).~~
  - ~~(b) Introduce a Lifestyle & Wellness Account (LWA) of \$250 per plan member per year (members only covered).~~
  - ~~(c) Remove Massage Therapy as a covered expense under the Supplementary Health Care (SHC) Plan. This becomes an eligible expense under the Health Spending Account.~~
  - ~~(d) Introduce a \$2,500 overall maximum on all eligible paramedical services under the SHC Plan (which would exclude massage therapy expenses as a covered expense). The maximum per covered practitioner would remain at \$1,000 per year.~~~~
- ~~3. Effective January 1, 2014:

Change the HSA (\$1,000) and LWA (\$250) allocations so that the \$1,250 total amount can be allocated by each member to the HSA and LWA components (up to \$1,250).~~
- ~~4. There are no changes to the Bridge Benefit Program implemented on January 1, 2011.~~

~~**APPENDIX D \*\***~~~~**Letter of Understanding**~~~~**Support Staff Benefits Committee (SSBC)**~~

~~Commencing in September 2016, SSBC will research, evaluate and recommend plan design changes for the Support Staff Benefit Plans and potential language changes to Common Provisions, Appendices B1 and B2 with a view to ensuring the long term sustainability of the Support Staff Benefit Plans.~~

~~Recommendations (joint or individual) will be provided to the bargaining teams no later than January 1, 2018.~~

~~No further changes to plan design or enhancements in years one and two of this agreement but will be subject to renegotiation in the year three salary and benefit re-opener.~~

**APPENDIX F****Letter of Understanding****Time off for Union Business**

[Note: Employer proposes that a joint subcommittee discuss and make recommendations to the bargaining teams for amendment.]

~~**APPENDIX H \*\***~~~~**Letter of Understanding: Career Progression and Development Opportunities**~~

~~The Parties recognize that the retention and advancement of support staff employees at the University brings benefits to the University and to the community it serves. The operational health of the institution depends upon a supportive working environment that includes opportunities for professional development and advancement, pathways for career advancement, as well as investments in development and leadership~~

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~~programming. The institutional objectives of the University of Alberta aspire to these goals.~~

~~It is agreed that within 90 days of the ratification of this collective agreement, the Parties will create a working group to support these aspirations through:~~

- ~~(a) — Review and evaluation of the institutional strategic objectives to identify priorities for advancement and development of non-academic staff;~~
- ~~(b) — Identification of enablers and restrainers to achieving objectives outlined in the Institutional Strategic Plan;~~
- ~~(c) — Identification of advancement and development needs of non-academic staff to inform actions and priorities;~~
- ~~(d) — Development of action plans to achieve results on strategic priorities identified.~~

~~It is agreed that the mandate above will culminate in a jointly created business case presented to university administration. That business case will recommend methods to sustainably operationalize the adopted aspirational goals identified. The working group will report jointly to the NASA Director of Operations, and the HRS Director of Human Resource Consulting Services.~~

~~This working group will include three representatives appointed by NASA and three representatives appointed by the Employer, and may rely on resources outside of the members of the working group to achieve its objectives. As this is a working group, membership may require some subject matter expertise and must be able to contribute time towards fulfilling the work identified by the group.~~

**APPENDIX I\*\*****Letter of Understanding  
Cost Recovery and Fee for Service Positions**

~~During the term of this agreement, the Employer will undertake to gather data related to positions at the University that are funded by a fee-for-service or cost-recovery basis. This data will be provided on a semi-annual basis to the Labour Management Committee along with the rationale for the decision to fund as a Part B position.~~

~~There will be no commitment to continue reporting findings past March 31, 2019.~~

**APPENDIX K****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 *AASUA collective agreement*. ~~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,

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- a. the change in service shall be applied as of the date the request was received by HR.
  - b. 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~~ *the* 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,
    - a. The change in service shall be applied as of the date the request was received by HR.

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- b. 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:
      - a. Part A Article 24 (Exclusions) and Appendix H (Student Exclusions), and
      - b. Part B clause 18.02 (Inclusions and Exclusions) and Appendix A (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.~~
  - ~~(i.) The change in service shall be applied as of the date the request was received by HR.~~
  - ~~(ii.) There shall be no retroactive change in entitlements (e.g., vacation time).~~

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**PART A - OPERATING AGREEMENT****ARTICLE 1  
DEFINITIONS**

[Note: the Employer proposes to align Part A definitions with those in Common, as may be negotiated, and delete any duplicate definitions]

**ARTICLE 2 \*  
EMPLOYEE TYPES AND APPLICATION**

[Note: Employer proposes to delete all references to Interim Staff throughout the Agreement and Appendices B1 & B2 (Common)]

**ARTICLE 4  
HOURS OF WORK**

[Note: the Employer is of the view that nothing in this Agreement would preclude the Employer from determining and changing an Employee's work location whether it be an assigned university site or from home, subject to the provisions of Position Disruption. If the Union disagrees with this view, the Employer reserves the right to table language in the collective agreement to address the issue.]

**ARTICLE 5 \*  
SHIFT DIFFERENTIAL**

- 5.01** Shift differential will apply when an employee is required to work a shift where at least 60% of the shift falls between 1500 hours and 0700 hours.
- 5.02** For Heating and Cooling Plant, Control Centre and University Protective Services, shift differential will be paid for all hours worked between 1500 and 0700 hours.

- 5.03** ~~Shift differential will be paid at a rate of \$1.75 per hour for all hours worked on the applicable shift.~~

**Effective April 1, 2017**

Shift differential will be paid at a rate of \$2.00 per hour for all hours worked on the applicable shift.

**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 \$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.~~

**Effective April 1, 2017**

- (a) be paid \$40.00, if the standby is on his/her regular work day;  
 (b) be paid \$55.00, if the standby is on his/her regular day of rest; or  
 (c) be paid \$55.00, 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 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

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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 Committee). 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 full-time employee will receive, as a retirement bonus, 25 days base pay. Eligible part-time employees will receive a pro-rated amount in accordance with the employee's full time equivalent status.
- 11.02** Eligible employees must have completed a minimum of 20 years of service at date of:
- (a) Normal retirement – where an employee retires at age 65 or at the point when the sum of his/her age and his/her length of service equals 85 years;
  - (b) Deferred retirement – where an employee withdraws from service after having worked, with the consent of the Employer, a period beyond his/her normal retirement;
  - (c) Early retirement (other than an incentive early retirement program) – where an employee, with the consent of the Employer, withdraws from service prior to his/her normal retirement; or
  - (d) Disability retirement – where an employee is not qualified to receive long term disability benefits but has been medically certified that s/he should immediately withdraw from service in order to prevent further deterioration of his/her medical condition.
- 11.03** A person is eligible for only one retirement bonus from the Employer.
- 11.04** *Clauses 11.01, 11.02 and 11.03 shall only apply with respect to retirements that are effective on or before March 31, 2022.*

**ARTICLE 13**  
**PAID HOLIDAYS**

**Regular and Salary Auxiliary (Salary) Employees**

**13.01** 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	

**13.02** Where a paid holiday under clause 13.01 falls on a Saturday or Sunday, the paid holiday will be observed on the following Monday.

**13.03** 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.

**13.04** 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.

**13.05** 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 13.07, 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 13.01.

**13.06** 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 the pay period following the pay period** in which the paid holiday occurs.

**13.07** (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

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some other day off with pay in lieu of the paid holiday at a mutually agreeable time. Where this provision applies, clause 13.03 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.

**13.08** Notwithstanding clause 13.06, an employee working in continuous operations will have the opportunity to schedule the lieu day in conjunction with his/her normal rest days or with his/her next period of vacation leave. Not more than 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.

**13.09 Part-time Regular and Part-time ~~Salary~~ Salary Auxiliary 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.

**13.10 Apprentices**

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

**13.11 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 his/her normal rate for hours worked.

**13.12 Auxiliary Hourly 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 his/her normal rate for the hours worked.

**ARTICLE 15 \*****VACATION LEAVE AND ANNIVERSARY DAY(S) OFF****15.01 Vacation Year**

The vacation year is the fiscal year (April 1 through March 31). *The vacation year commencing April 1, 2022 shall end December 31, 2022 and all vacation entitlements for that year shall be prorated by 3/4ths. The subsequent vacation year shall commence January 1, 2023 and end December 31, 2023. The vacation year shall be the calendar year thereafter.*

**15.02 Vacation Credits**

Vacation credits for a full-time employee will be earned for each hour of service and credited at the end of each pay period:

- (a) at commencement of appointment: 15 work days every 12 months of service;
- (b) upon completion of five years of service (60 months): 20 work days every 12 months of service;
- (c) upon completion of 15 years of service (180 months): 25 work days every 12 months of service;
- ~~(d) upon completion of 23 years of service (276 months): 30 work days every 12 months of service.~~

~~Effective April 1, 2017~~

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- (d) upon completion of 20 years of service (240 months): 30 work days every 12 months of service.

Hourly calculations are shown in Appendix I.

### **15.03 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.

**15.04** Clause 15.02 will also apply to a part-time employee except that his/her vacation **pay credits** will be pro-rated in accordance with his/her actual hours worked or paid for (exclusive of overtime and call back).

**15.05** 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 15.02. However, vacation pay for vacation credits, if any, while s/he was a part-time employee will remain governed by clause 15.04.

**15.06** Notwithstanding clause 15.01, but subject to clause 15.08, 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.

**15.07** 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 15.08.

**15.08** 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".

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- (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.

**15.09** 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.

**15.10** 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.

**15.11** 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.

**15.12** 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.

**15.13** 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.

**15.14** 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,

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*15.14.1 Upon taking a transfer or promotion from a regular operating position to another regular operating position, any vacation credits will be transferred. Effective January 1, 2023, upon taking a transfer or promotion from a regular operating position to another regular operating position, vacation credits will be transferred to a maximum of one year's entitlement; the balance will be paid out to the employee.*

## 15.15 Auxiliary Employees and Apprentices

### (a) Auxiliary **Hourly** 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 of time off without pay as vacation. This period will be approved as outlined in clause 15.08. 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 **Salary** Employees ~~(Salary)~~

This Article will apply to Auxiliary employees as amended below:

- (i) Clause 15.02 will apply only in part. ~~These employees will earn vacation at the rate of 15 days per year of employment.~~

#### Effective April 1, 2017

These employees will earn vacation at the rates outlined in clause 15.02.

- (ii.) Clause 15.14 will not apply. Instead these employees will be paid out their vacation credits at the end of their employment in any particular position.
- (iii.) Vacation entitlement for part-time employees will be pro-rated in accordance with the actual hours worked (exclusive of overtime and callback).

## 15.16 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

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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 15.08 and will not be considered a break in service, nor will it contribute to hours worked.

#### 15.17 Anniversary ~~Day(s)~~ Days Off

~~(a) — In recognition of service to the Employer, the parties agree that employees will receive one day off with pay upon reaching their 25<sup>th</sup> 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.~~

#### Effective April 1, 2017

- (a) In recognition of service to the Employer, the parties agree that the employees will receive five days off with pay upon reaching their 25<sup>th</sup> anniversary with the Employer.
- (b) These days 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.

~~NOTE: A one-time allocation of four days off with pay will be provided to eligible staff who previously reached their 25<sup>th</sup> anniversary.~~

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**ARTICLE 16 \*****ILLNESS AND PROOF OF ILLNESS**

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

**16.01** 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.

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

**16.03** **"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 16.06 and subject to clause 16.07. Where an employee has used his/her casual illness leave in any one calendar 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.

**16.04** **"General Illness"** means a medically documented employee illness resulting in an absence from work for a period of more than three consecutive work days.

**16.05** **"Calendar Year"** means January 1 to December 31.

**16.06 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.

**16.07 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

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work days, per calendar year, of which two weeks, i.e., ten work days, may be used as casual illness. This leave is reinstated in accordance with clause 16.08.

- (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. This leave is reinstated in accordance with clause 16.08.
- (c) *Notwithstanding clause 16.07(a) and (b), the maximum entitlement of 26 weeks and 850 hours for general illness shall be reduced to 24 weeks and 785 hours respectively for all employees hired on or after March 31, 2022.*

#### **16.08 Reinstatement of Illness Leave**

Illness leave is reinstated at the beginning of each calendar year, subject to the following provisions:

- (a) When an absence on account of illness continues from one calendar year to the next, the period of leave with pay allowable in respect of that absence is determined according to the calendar year 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 all his/her illness leave in any one calendar year, s/he is not entitled to further illness leave in the next calendar year until s/he has completed ten consecutive days of work from the date of his/her return to work.

#### **16.09 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.

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**16.10 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 calendar 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 the University Disability Provider and also keep his/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.) there 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 16.10 (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.

### 16.11 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, the Director, **HRICS HRGS**, (or designee), upon recommendation from the University Disability Provider, may require that the employee undergo an Independent Medical Exam (IME). The physician will submit a medical report to the University Disability Provider 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.

### 16.12 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.

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**16.13 Long Term Disability (LTD)**

If the illness leave is expected to exceed 26 weeks, an eligible employee may apply for LTD pursuant to clause 21.05 (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 16.12, 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.

**16.14 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.

**16.15 Casual Level 2 Employees**

In lieu of the provisions of clause 16.07, these employees will earn illness entitlement at the rate of 0.049296 hours per hour worked, exclusive of overtime and premiums (which is the equivalent of seven hours for each 142 hours worked).

**ARTICLE 17 \*****SPECIAL LEAVE**

[Note: Employer maintains agreement to delete ~~Effective April 1, 2017 (New 17.04—Family Medical Appointments)~~]

**ARTICLE 18****MATERNITY AND PARENTAL LEAVE**

[Note: to be amended as signed off by the parties]

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**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(e)]~~.
- (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.

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- (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, change from part-time to full-time). 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~~ *are encouraged to* 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 16 (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 *redeployed or recalled* 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/he 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/he 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/he 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 *to Union***

~~At least ten days prior~~ *Prior* to the ~~planned formal notice of position disruption~~ *Notification Date*, Human Resources will ~~arrange a joint meeting with~~ *invite* the department ~~and~~ the Union ~~and affected employees~~ to ~~a meeting to~~ discuss the details and anticipated impact on employees ~~and to explore alternatives for managing position disruption in a manner which minimizes negative 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**

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- (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 electronically transmitted 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**

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- (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/he will have recall rights for a period of:
    - a. two years from the ~~Decision Date~~ *Notification Date*, if s/he has at least five years of seniority as of the Notification Date; or
    - b. one year from the ~~Decision Date~~ *Notification 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 his/her same seniority unit, and
  - c. — Such that s/he 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 his/her 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 his/her choice between:
- a. Layoff, Recall, and Severance Payment: A recall period of six months from the ~~Decision Date~~ *Notification 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~~ *12* months from the ~~Decision Date~~ *Notification 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~~ *Notification Date*.
  - b. The Employer will make every reasonable effort to avoid layoff of employees while employing temporary employees performing work within 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):
    1. Two weeks, if s/he has completed the probation period but has less than 12 months (one year) service;
    2. One month, if s/he has at least 12 months (one year) but less than 48 months (four years) service;

3. Two months, if s/he has at least 48 months (four years) but less than 84 months (seven years) service;
4. Three months, if s/he has at least 84 months (seven years) but less than 144 months (12 years) service; or
5. Four months, if s/he 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, *and* Part B *and* Part C of this Agreement. Human Resources will maintain the following lists:
  1. One recall list consisting of names of all laid-off, full-time employees,
  2. 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. 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:
  1. The employee's former position, if re-established, in this case clause 20.05 (c) (iv) b. does not apply;
  2. Another position within the employee's seniority unit;
  3. Another position outside the employee's seniority unit, provided there is no prior claim.
- d. An employee is removed from the recall list when:

1. s/he is recalled to a position at his/her former status, grade, and location;
2. s/he 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);
3. s/he forgoes recall pursuant to the Position Disruption Training Benefits provision [20.06 (e)];
4. s/he voluntarily withdraws from the recall list;
5. s/he is dismissed for just cause;
6. s/he fails to return to work within ten days of receipt of a notice of recall;
7. s/he voluntarily resigns;
8. the recall period expires.

**(d.) Severance**

- (i.) An employee who chooses severance payment is deemed to have resigned effective on the Decision Date. S/he relinquishes his/her rights to recall and his/her employment is terminated.
- (ii.) Severance is calculated as of the Notification Date. 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]. Severance will be pro-rated for partial years of service on the basis of one week for each four completed months of service.
- (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 21 (Benefit Plans). Where an eligible employee has chosen Layoff, Recall and Severance in accordance with clause 20.05 (c) (i) a., s/he will be eligible to receive bridge benefits if pension is received immediately following payment of severance.

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- (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**

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- (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:
      - a. return to layoff, with a recall period extended by the period in redeployment, or
      - b. 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** *Notification Date*.

### 20.08 Auxiliary Employees

Auxiliary employees impacted by position disruption are entitled only to the provisions of this clause, as such clauses 20.01 to 20.07 do not apply.

Auxiliary employees in an appointment with a defined end date will receive the following notice period in writing, with a copy to the Union and Human Resource Services, in the event of early termination of the appointment.

- (a) Three weeks if s/he has completed three months of service but less than 12 months (one year) service.

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- (b) Six weeks if s/he has completed 12 months (one year) service but less than 72 months (six years) service.
  - (c) Nine weeks if s/he has completed 72 months (six years) service but less than 96 months (eight years) service.
  - (d) Twelve weeks if s/he has completed 96 months (eight years) service but less than 120 months (ten years) service.
  - (e) Fifteen weeks if s/he has completed 120 months (ten years) service or more.

## ARTICLE 21 BENEFIT PLANS

~~21.01 This Article became effective on January 1, 1990.~~

### 21.02 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.
- (c) *Effective January 1, 2022, the Master Policy shall be amended to implement an employee/employer co-payment on supplemental health care plan expenses, as follows:*
  - i. 20% employee co-payment on 1st \$10,000 of drugs, 0% on balance*
  - ii. 20% employee co-payment on all paramedical expenses*
  - iii. 20% employee co-payment on medical services and equipment*

### 21.03 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.

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- (c) *Effective January 1, 2022, the Master Policy shall be amended to implement an employee/employer co-payment on dental plan expenses, as follows:*
- i. 20% employee co-payment on all Preventative services*
  - ii. 20% employee co-payment on all Periodontics and Endodontics services*
  - iii. Coinsurance on Major Restorative moved to 50% (from current 75% employer, 25% employee).*

#### **21.04 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.

#### **21.05 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

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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 Organizational Health and Effectiveness; 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.
- (g) *Following the date of ratification, the parties shall strike a sub-committee, having equal representation from NASA and the Employer with LTD administration expertise, to negotiate changes and required updates to the LTD Plan text. Negotiated changes shall be brought forward to the parties for consideration and approval.*

#### **21.06 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 $\frac{2}{3}$ %
Sight of one eye	66 $\frac{2}{3}$ %
Speech or hearing	50%
Thumb and index finger of either hand	33 $\frac{1}{3}$ %
Hearing in one ear	16 $\frac{2}{3}$ %

- (b) The Plan under clause 21.06 (a) will cover death or dismemberment sustained by an employee while performing Employer business. The coverage is in effect from the time the employee arrives at work until s/he leaves work.
- (c) The amount of coverage under clause 21.06 (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.

**21.07 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.

**21.08 Optional Group Dependent Life Insurance**

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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.

### **21.09 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.

### **21.10 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.

### **21.11 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) full-time Regular Recurring employee will, prior to the inactive period, prepay the following premiums:
  - 100% of the premium costs under:
    - (i.) clause 21.02 – Supplementary Health Care
    - (ii.) clause 21.07 – Optional Group Life Insurance
    - (iii.) clause 21.08 – Optional Group Dependent Life Insurance

- (d) clause 21.09 – Optional Accidental Death and Dismemberment Insurance

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

- (i) clause 21.03 – Dental Insurance
  - (ii) clause 21.04 – Basic Group Life Insurance
  - (iii) clause 21.05 – 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:
      - (i.) clause 21.02 – Supplementary Health Care
      - (ii.) clause 21.03 – Dental Insurance
      - (iii.) clause 21.04 – Basic Group Life Insurance
      - (iv.) clause 21.05 – Long Term Disability
      - (v.) clause 21.07 – Optional Group Life Insurance
      - (vi.) clause 21.08 – Optional Group Dependent Life Insurance
      - (vii.) clause 21.09 – Optional Accidental Death and Dismemberment Insurance

### **21.12 All Auxiliary Employees (~~Hourly or Salary~~) Appointed to Positions of 12 Months or Less**

- (a) Clauses 21.01 to 21.11 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.

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- (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.

**21.13 Auxiliary Salary Employees (~~Salary~~) Appointed to Positions of More than 12 Months**

Whether full-time or part-time, these employees are eligible for benefit coverage, and clauses 21.02 to 21.11 apply.

**21.14 Casual Level 2 Employees**

This Article does not apply, except for clause 21.06.

**ARTICLE 22**

**~~INTERIM STAFFING SOLUTIONS~~**

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

**~~22.01 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) — Employees are expected to be flexible and available for work. Employees who need leave of any sort are required to notify ISS of this need at the earliest opportunity.~~
- ~~(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.~~

**~~22.02 Review Period~~**

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

### ~~22.03 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, prior to the normal assignment start time.~~

### ~~22.04 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.~~

### ~~22.05 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.~~

### ~~22.06 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.~~

### ~~22.07 Paid Holidays~~

~~Employees will be eligible for Paid Holidays (Article 13) in accordance with clauses 13.01, 13.04 and 13.09 of this Agreement. Employees eligible to receive the holiday pay will receive their assignment rate for the scheduled regular hours for that day.~~

### ~~22.08 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.~~

### ~~22.09 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 consecutive 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.~~

### ~~22.10 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.~~

### ~~22.11 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.~~

### ~~22.12 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 ISS and subsequently returns, s/he is deemed a new ISS employee.~~

### ~~22.13 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.~~

### ~~22.14 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.~~

### ~~22.15 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 Common Provisions Article 21 (Discipline) will be followed prior to an employee being terminated from ISS. However, clauses 21.02 (c), 21.05, 21.06 (d) and 21.10 will not apply.~~

## ARTICLE 24 \*

### EXCLUSIONS

**24.01** 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 12 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 12 of that Act~~

- ~~(a) excluded pursuant to the Public Service Employee Relations Act or the Labour Relations Code, as applicable; or~~
- ~~(b) represented by another union/association at the University (e.g. The Postdoctoral Fellows Association (PDFA), The Graduate Students' Association (GSA) and The Association of the Academic Staff of the University of Alberta (AASUA)); or~~

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(c) *excluded by virtue of the parties' agreement.*

#### **24.02 Out of Province Employees**

~~Notwithstanding~~ *Subject to* 24.01 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 official bargaining agent. In order to implement this provision, the Employer will provide the employee with contact information at NASA to allow him/her the opportunity to contact NASA. Where the employee selects representation, NASA will advise the Employer in a timely fashion to allow the Employer to confirm with the employee that NASA is their bargaining agent. The terms of this Agreement will apply to those employees who have elected NASA as their bargaining agent. NASA and the Employer will agree to any special terms and conditions required as a result of the employee's place of employment.

#### **24.03 Student Employees**

The parties agree that those student positions specifically listed in Appendix H will be excluded from the bargaining unit. The principles that will be applied to the future exclusion of student positions are identified in Appendix H. During the term of the agreement, the parties agree not to bring forward requests for review under clause 24.03 of those positions listed in Appendix H or other student groups specifically discussed at the bargaining table and agreed as resolved (e.g., library shelvers, groundskeepers).

#### **24.04 Exclusion Process**

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

- (a) Human Resource **Integrated Client** Services 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 Human Resource **Integrated Client** Services 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, Human Resource **Integrated Client Services** will refer the matter for further discussion to the Director, **HRICS 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, an application will be made to the **Labour Relations Board Minister of Labour to appoint a chairperson.**

**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 April 1, 2016~~

<del>ISS Skill Level I*</del>	<del>ISS Skill Level II*</del>	<del>ISS Skill Level III*</del>	<del>ISS Skill Level IV*</del>
<del>_____</del>	<del>\$15.21</del>	<del>\$17.50</del>	<del>\$20.41</del> <del>\$23.94</del>
<del>_____</del>	<del>\$15.80</del>	<del>\$18.27</del>	<del>\$21.13</del> <del>\$24.82</del>
<del>_____</del>	<del>\$16.33</del>	<del>\$18.89</del>	<del>\$21.86</del> <del>\$26.26</del>
<del>_____</del>	<del>\$16.90</del>	<del>\$19.56</del>	<del>\$23.10</del> <del>\$27.28</del>
<del>_____</del>	<del>\$17.20</del>	<del>\$19.99</del>	<del>\$23.53</del> <del>\$28.37</del>

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

**APPENDIX C**

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## Seniority Units

[Note: the Employer proposes that the parties agree to meet to discuss necessary amendments to seniority units following SET but not later than January 2022, and any additional dates as needed.]

**PART B - TRUST AGREEMENT**

**ARTICLE 1  
DEFINITIONS**

[Note: the Employer proposes to align Part B definitions with those in Common and Part A, as may be negotiated, and delete any duplicate definitions]

**ARTICLE 6  
PAID HOLIDAYS**

**Regular Trust and Auxiliary Trust ~~Salary~~ Employees**

**6.01** 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         |                              |

**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 his/her normal day's work.

**6.04** 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.

**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

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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 the pay period following the pay period** 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 his/her normal daily hours, s/he will be paid at straight time for the balance of those hours s/he was not required to work.
  - (c) Where a minimum time payment applies, the straight time pay will be for the difference between that minimum and his/her regular hours.
  - (d) The minimum time off or payment for working on a paid holiday is 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 his/her normal rest days or with his/her 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 (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 Hourly 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 8 \*****VACATION AND ANNIVERSARY DAY(S) OFF****8.01 Vacation Year**

The vacation year is the fiscal year (April 1 through March 31). *The vacation year commencing April 1, 2022 shall end December 31, 2022 and all vacation entitlements for that year shall be prorated by 3/4ths. The subsequent vacation year shall commence January 1, 2023 and end December 31, 2023. The vacation year shall be the calendar year thereafter.*

**8.02 Earned Vacation Credits**

Vacation credits for a full-time employee will be earned for each hour of service and credited at the end of each pay period:

- (a) at commencement of appointment: 15 work days every 12 months of service;
- (b) upon completion of five years of service (60 months): 20 work days every 12 months of service;

- 
- (c) upon completion of 15 years of service (180 months): 25 work days every 12 months of service;
  - ~~(d) upon completion of 23 years of service (276 months): 30 work days every 12 months of service.~~
  - ~~Effective April 1, 2017~~
  - (d) upon completion of 20 years of service (240 months): 30 work days every 12 months of service.

Hourly calculations are shown in Appendix C.

### 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.

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- 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** **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.

**8.15** 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.

#### **8.16 Auxiliary Trust Employees**

- (a) **Auxiliary Trust Hourly 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 Salary Employees (Salary)**

This Article will apply to Auxiliary Trust employees as amended below:

- (i) Clause 8.02 will apply only in part. ~~These employees will earn vacation at the rate of 15 days per year of employment.~~  
Effective April 1, 2017

These employees will earn vacation at the rates outlined in clause 8.02.

- (ii) Clause 8.14 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).

### 8.17 Casual Trust Employees

- (a) 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.

### 8.18 Anniversary ~~Day(s)~~ Days Off

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

#### Effective April 1, 2017

- (a) In recognition of service to the Employer, the parties agree that employees will receive five days off with pay upon reaching their 25<sup>th</sup> anniversary with the Employer.
- (b) These days 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.

~~NOTE: A one-time allocation of four days off with pay will be provided to eligible staff who previously reached their 25<sup>th</sup> anniversary.~~

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**ARTICLE 9 \***  
**ILLNESS AND PROOF OF ILLNESS**

The definition of Illness can be found in Article 1 (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 calendar 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** **"Calendar Year"** means January 1 to December 31.
- 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 0.049296 hours per hour of employment to the employee's hourly maximum equivalent 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 calendar year of which two weeks, i.e., ten days may be used as casual illness. This leave is reinstated in accordance with clause 9.08.

For part-time employees this leave will be pro-rated based on the employee's normally scheduled work hours.

### (b) Auxiliary Trust **Salary** Employees appointed to positions of more than 12 months ~~(Salary)~~

(i) Illness leave is earned at the rate of 0.049296 for every hour worked, exclusive of overtime and premiums, up to a maximum accumulation of 84 hours.

~~(ii) — Leave of absence with pay is allowable on account of illness~~  
~~ence~~ **When** one of the following occurs:

- a. s/he has completed 1707 hours of work, or
- b. s/he is in the 13th month of employment in the position, **a leave of absence with pay is allowable on account of illness. There are 921 hours are** available for illness leave, of which 71 hours may be used as casual illness and 850 hours may be used for general illness. This leave is reinstated in accordance with clause 9.08.

(iii) The maximum duration of illness leave following the onset of an illness is 26 weeks.

### (c) **All Auxiliary Trust Employees appointed to positions of 12 months or less** ~~(Hourly or Salary)~~

Illness leave is earned at the rate of 0.049296 per hour worked, exclusive of overtime and premiums, up to a maximum accumulation of 84 hours. Once an employee has worked more than 1707 hours, illness leave of 921

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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. This leave is reinstated in accordance with clause 9.08.

(d) **Casual Level 2 Trust Employees**

Illness leave is earned at the rate of 0.049296 per hour worked, exclusive of overtime and premiums.

(e) *Notwithstanding clauses 9.07(a), (b), and (c), the maximum entitlement of 26 weeks and 850 hours shall be reduced to 24 weeks and 785 hours respectively for all employees hired on or after March 31, 2022.*

**9.08 Reinstatement of Illness Leave**

Illness leave is reinstated at the beginning of each calendar year, subject to the following provisions:

- (a) When an absence on account of illness continues from one calendar year to the next, the period of leave with pay allowable in respect of that absence is determined according to the calendar year 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 all his/her illness leave in any one calendar year, s/he is not entitled to further illness leave in the next calendar year until s/he has completed ten consecutive 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 calendar 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 the University Disability Provider, maintain regular contact with the University Disability Provider, 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, the Director, **HRICS HRCS** (or designee), upon recommendation from the University Disability Provider, may require that the employee undergo an Independent Medical Exam (IME). The physician will submit a medical report to the University Disability Provider 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

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- (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 12.04 (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 \***

[Note: Employer maintains agreement to delete Effective April 1, 2017 (New 10.04—Family Medical Appointments)]

## **ARTICLE 11 MATERNITY AND PARENTAL LEAVE**

[Note: amended as signed off by the parties]

## **ARTICLE 12 BENEFITS**

[Note: Employer proposes co-pay consistent with that negotiated at Article 21, Part A]

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**ARTICLE 14**  
**PREMIUMS**

**~~14.01 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 15 \***  
**POSITION DISRUPTION**

**15.01** The parties are committed to consultation prior to the implementation of clause 15.04 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.

**15.02 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 Common Provisions Article 21 (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, change from part-time to full-time). 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.

### 15.03 Rules of Application

- (a) A Trustholder considering a position disruption of a Regular Trust employee ~~will~~ *is encouraged to* 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.

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- (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 15.04 (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 Common Provisions Article 21 (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.

#### 15.04 Process

- (a) **Informal Notice to Union:** ~~At least ten days prior~~ *Prior* to the Notification Date, Human Resources will ~~arrange a joint meeting with~~ *invite* the Trustholder, *and* the Union ~~and affected employee(s). The purpose of the meeting is~~ to discuss the details and anticipated impact on the employee(s) *and to explore alternatives for managing position disruption in a manner which minimizes negative 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).*
- ~~(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. *Notice will be deemed to have been received if personally delivered, and/or electronically transmitted.*

### 15.05 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:

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

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 *day following the* Notification Date.
- (ii.) For employees temporarily laid off for less than three months' duration, clauses 15.03 (b) ~~and 15.04 (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, *at the Trustholder's election*, 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
  - b. four weeks, if the employee has 24 months (two years) of service and less than 60 months (five years) of service; or
  - c. three months, if the employee has at least 60 months (five years) of service but less than 120 months (ten years) of service; or
  - d. five months, if the employee has at least 120 months (ten years) of service but less than 180 months (15 years) of service; or
  - e. seven months, if the employee has at least 180 months (15 years) of service.

**15.06 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 prorated.

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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~~ 12 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 16 (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 [15.07 (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.

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**15.07 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 15.06(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.

**15.08 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:

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- (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.

### **15.09 Auxiliary Trust Employees**

Auxiliary employees impacted by position disruption are entitled only to the provisions of this clause, as such clauses 15.01 to 15.08 do not apply.

Auxiliary Trust employees in an appointment with a defined end date will receive the following notice period in writing, with a copy to the Union and Human Resource Services, in the event of early termination of the appointment.

- (a) Three weeks if s/he has completed three months of service but less than 12 months (one year) service.
- (b) Six weeks if s/he has completed 12 months (one year) service but less than 72 months (six years) service.
- (c) Nine weeks if s/he has completed 72 months (six years) service but less than 96 months (eight years) service.
- (d) Twelve weeks if s/he has completed 96 months (eight years) service but less than 120 months (ten years) service.
- (e) Fifteen weeks if s/he has completed 120 months (ten years) service or more.

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**ARTICLE 18 \*****INCLUSIONS/EXCLUSIONS RESOLUTION PROCESS**

**18.01** 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 12 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 12 of that Act~~

*(a) excluded pursuant to the Public Service Employee Relations Act or the Labour Relations Code, as applicable; or*

*(b) represented by another union/association at the University (e.g. The Postdoctoral Fellows Association (PDFA), The Graduate Students' Association (GSA) and The Association of the Academic Staff of the University of Alberta (AASUA)); or*

*(c) excluded by virtue of the parties' agreement.*

**18.02** The parties agree to the following inclusions and exclusions (see also Appendix A) 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, *and who are not represented by the GSA* 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.

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**18.03** The parties have agreed to inclusion/exclusion definitions (see Appendix A) 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.

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

**18.05 Out of Province Employees**

~~Notwithstanding~~ *Subject to* 18.01 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 official bargaining agent. In order to implement this provision, the Employer will provide the employee with contact information at NASA to allow him/her the opportunity to contact NASA. Where the employee selects representation, NASA will advise the Employer in a timely fashion to allow the Employer to confirm with the employee that NASA is their bargaining agent. The terms of this Agreement will apply to those employees who have elected NASA as their bargaining agent. NASA and the Employer will agree to any special terms and conditions required as a result of the employee’s place of employment.

**18.06 Exclusion Process**

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

- (a) Human Resource **Integrated Client** Services 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 Human Resource **Integrated Client** Services 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.

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- (c) If an agreement cannot be reached, Human Resource **Integrated Client Services** will refer the matter for further discussion to the Director, **HRICS 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 18.06 (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, an application will be made to the **Labour Relations Board** ~~Minister of Labour to appoint a chairperson.~~

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

#### **18.08 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.

### **PART C – ESL AGREEMENT**

[Note: Employer proposes to delete in its entirety]

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**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 that collective agreement negotiations have now concluded for the new collective agreement that shall be effective until March 31, ~~2019~~ 2024, 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 collective 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, ~~2016~~ 2019 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. The parties agree that there will be changes to *salaries / wage rates and* the pay scales as follows:

*(a) Across-the-Board Reduction, effective the first day of the first full pay period following the date of ratification, or such later date at the Employer's discretion:*

*-3.0% on all salaries / wage rates and pay scales;*

*(b) Specific Salary Range Reductions, effective on date of ratification:*

*Salary ranges of positions within the following categories shall be reduced as follows:*

<i>Position Category</i>	<i>Amount of Reduction</i>
<i>Accounting Clerk</i>	<i>2.0%</i>
<i>Administrative Coordinator</i>	<i>7.0%</i>
<i>Administrative Support (Entry)</i>	<i>16.5%</i>
<i>Administrative Support (Intermediate)</i>	<i>22.9%</i>
<i>Administrative Support (Senior)</i>	<i>25.9%</i>
<i>Classroom Lab Technologist</i>	<i>18.2%</i>
<i>Journeyman Electrician</i>	<i>0.3%</i>
<i>Maintenance Service Worker</i>	<i>8.5%</i>

*The salaries / wage rates of employees occupying positions in these categories on the date of ratification will be 'red-circled', meaning that (1) they will not be reduced beyond the 3% Across-the-Board Reduction identified at paragraph 5(a); and (2) following the 3% reduction, they will remain frozen except employees will remain eligible for performance increments up to the highest step within the salary range, as amended, of the applicable grade.*

*[Note: the Employer shall identify which positions and employees fall within each category.]*

~~April 1, 2016 ————— 2.5% increase on current rates.~~

~~April 1, 2017 ————— Should the Government of Alberta (GOA) and the Alberta Union of Provincial Employees (AUPE) negotiate a general increase to base salary for all classes of employees (excluding market adjustments or special adjustments to individual classes) for the period of April 1, 2017 to March 31, 2018, there will be a wage re-opener for the same period limited to Common Provisions, Appendix A; Part A, Appendix A and B; and Part C, Appendix A.~~

~~April 1, 2018 ————— Wage and Benefits Re-opener~~

~~————— Wage re-opener limited to Common Provisions, Appendix A; Part A, Appendix A and B; and Part C, Appendix A. Benefits Re-opener limited to Common Provisions; Appendices B1 and B2; Part A — Article 21; Part B — Article 12 and Part C — Article 17.~~

- ~~6. — Employees who have been red-circled will receive the negotiated settlement referenced in 5 above.~~
- ~~7. — All employees who are active on November 1, 2016, will receive a one-time lump sum amount of 1.5% of annual base salary. This lump sum amount will be pro-rated. For salaried employees, the pro-rating will be based on months of employment in the previous 12 months. For hourly employees, the pro-rating will be based on regular hours worked, exclusive of overtime, in the previous 12 months. This payment will be made in the first pay period of December 2016.~~
- ~~8. — Effective April 1, 2017, a 1.50% adjustment will be made to total allowable benefit costs (in keeping with the Benefit Cost Management Model).~~
- ~~9. — Effective January 1, 2018, pension for part-time Operating and Trust employees will be available as follows:~~

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- ~~For new employees—optional at time of hire, provided other existing requirements are met.~~
  - ~~For existing employees—assuming existing requirements are met, an opt-in window to be agreed to by the parties after consultation with the University's Pension and Benefits Group.~~
- ~~10. Employees who were employed by the University at any time during the period April 1, 2016, to date of ratification but have left the employ of the University will be entitled to receive the retroactive pay increase upon application. Former employees will have a window period of three months from date of ratification in which to make application for the retroactive pay increase.~~
11. 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 along with Common Provisions for use by those managers and employees for whom only one of Parts A, ~~and B, and C~~ apply. Print copies for those who request them will be made available as soon as possible as follows:
- Common Provisions and Parts A and B
  - Common Provisions and Part A
  - Common Provisions and Part B
  - ~~Common Provisions and Part C~~

~~Originally signed the 8th day of June, 2016 in Edmonton, Alberta [Note: amended as appropriate]~~