

COLLECTIVE AGREEMENT

Between the



and the



June 29, 2016 to March 31, 2019

PART A – OPERATING AGREEMENT

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** **New Appendix**

ARTICLE 1 DEFINITIONS

In this Agreement:

- 1.01 “AVP (HR)”** means the Associate Vice-President, Human Resources, of the University of Alberta or his/her designee (the parties recognize that the Associate Vice-President is the representative of the Governors of the University of Alberta).
- 1.02 “Base pay”** means the basic rate negotiated by the parties as outlined in Common Provisions Appendix A or Appendix A of this Part.
- 1.03 “Call back”** means an unexpected requirement to return to work, including:
- (a) work on a regular work day:
 - (i) which does not adjoin the end of his/her regular shift; or
 - (ii) which does or does not adjoin the beginning of his/her regular shift;
 - (b) work on his/her regular day of rest or on a previously mutually agreed-to lieu day, where s/he has not been notified of such requirement before the end of his/her last regular shift; or
 - (c) work on a paid holiday.
- It is understood, however, that where an employee is required to work overtime as defined in clause 1.20 and where s/he, of his/her own volition, chooses to perform such work at another time, such work will be considered as overtime and not as call back.
- 1.04 “Continuous operation”** means a unit of a department which operates seven days a week and 24 hours a day.
- 1.05 “Demotion”** means a move from one position to another position with a lower maximum base pay.
- 1.06 “Department”** means a teaching department, a faculty office, an administrative office or a service unit under the administrative authority of the Employer.
- 1.07 “Department Head”** means a dean, director, chair or head of a teaching or non-teaching department so designated by the Employer, or other administrative authority, or his/her designee.
- 1.08 “Designated Employer Representative” (DER)** means a senior administrative level representative with the authority to resolve a dispute under Common Provisions Article 14 (Dispute Resolution Process).
- 1.09 “Director, HRCS”** means the Director, Human Resource Consulting Services, of the University of Alberta.

- 1.10 **“Dismissal”** means the discharge of an employee from employment.
- 1.11 **“Double time”** means two times the hourly pay.
- 1.12 **“Employer”** means the Governors of the University of Alberta.
- 1.13 **“Established position”** means a position which is budgeted and is expected to continue without a definite end date.
- 1.14 **“Fiscal year”** means the period April 1 to March 31.
- 1.15 **“Illness”** means an employee illness, injury or quarantine including any illness-related portion of pregnancy or maternity leave.
- 1.16 **“Increment”** means the difference between one step and the next full step on a salary grade (e.g. Step 1 to Step 2 or Step 1.5 to Step 2.5) as set out in Common Provisions Appendix A.
- 1.17 **“Lieu day”** means a day off with pay in place of a paid holiday or a previously mutually agreed-to lieu day on which the employee is required to work.
- 1.18 **“NASA”** means the University of Alberta Non-Academic Staff Association.
- 1.19 **“Non-established position”** means a position which is not budgeted or which ceases to exist after a definite term.
- 1.20 **“Overtime”** means work required to be performed by an employee outside of his/her regular shift, including:
- (a) work on a regular work day which adjoins the end of his/her regular shift;
or
 - (b) work on his/her regular day of rest or on a previously mutually agreed-to lieu day, where s/he has been notified of such requirement before the end of his/her last regular shift.
- 1.21 **The “parties”** are the Employer and the Union.
- 1.22 **“Pay”** means the basic rate negotiated by the parties as outlined in Appendix A of this Part and Common Provisions Appendix A plus, where applicable, the additional payments of language premium, responsibility premium, as well as any agreed-to retroactivity.
- 1.23 **“Promotion”** means a move from one position to another position with a higher maximum base pay and with an increase in current base pay. It does not apply to Casual and Auxiliary employees who are rehired by the Employer within four months as per Common Provisions clause 20.13 (c).

- 1.24 **“Standby”** means being required, during a specified period of time when the employee is not at work, to be available to return to work.
- 1.25 **“Straight time”** means the hourly pay.
- 1.26 **“Supervisor”** means any person whose job function requires him/her to organize, direct and control the work of others, so designated by the Employer.
- 1.27 **“Time and one-half”** means 1 ½ times the hourly pay.
- 1.28 **“Transfer”** means a move from one position to another position with the same maximum base pay. It does not apply to Casual and Auxiliary employees who are rehired by the Employer within four months as per Common Provisions clause 20.13 (c).
- 1.29 **“Union”** means NASA.
- 1.30 **“Union Representative”** means a NASA Labour Relations Officer or designee.

ARTICLE 2 *

EMPLOYEE TYPES AND APPLICATION

- 2.01 This Agreement (Common Provisions and Part A) will apply to all employees of the University of Alberta when employed in general support services as stated in this Article.
- 2.02 **Employee Types - Definitions**
- (a) **“Regular Employee”** (in Established and Non-Established positions):
- (i) **“Full-time Regular Employee”** means a person who is appointed to an established or non-established position of 35, 37.5 or 40 hours per week either on:
- a. a continuing basis; or
 - b. for recurring specified periods of more than six months per year.
- (ii) **“Part-time Regular Employee”** means a person who is appointed to an established or non-established part-time position and works regular hours that are 40% or more (but less than 100%) of the hours of work specified for the job either on:
- a. a continuing basis; or
 - b. for recurring specified periods of more than six months per year.
- (b) **“Auxiliary Employee”** means a person who does not fall within the definition of Regular employee and:

- (i) is Auxiliary Hourly if s/he has accumulated more than 1707 hours (exclusive of the premium portion of overtime) by working in one or more positions, or
 - (ii) is Auxiliary Salary if s/he has been appointed to work the hours of a Regular employee in one position for a specific period of more than 12 months but not more than 48 months.
- (c) **“Casual Employee”** means a person who does not fall within the definition of a Regular or Auxiliary employee and who works in one or more positions on a supplementary, irregular or intermittent basis.
 - (d) **“Supplemental Tradesperson”** means a person hired by Facilities and Operations as a journeyman or apprentice and recruited by a requested referral from their respective outside trade union to be employed in one of the trade job titles referenced in Common Provisions Appendix A.
 - (e) **“Apprentice”** means a person who has signed a contract of apprenticeship with the Employer as provided for under the *Apprentice and Industry Training Act* but does not include a Supplemental Tradesperson apprentice as defined in clause 2.02 (d) above.
 - (f) **“Interim Staff”** means persons employed by Interim Staffing Solutions.

2.03 Application for Regular Employees

(a) Full-time Regular Employees

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

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

- (i) Article 22 Interim Staffing Solutions
- (ii) Article 23 Supplemental Tradespersons – Facilities and Operations

When a full-time Regular employee is employed for recurring specified periods of more than six months each year, the terms and conditions of this Agreement will not apply during the inactive period, except as specified in clause 21.11 (Benefits - Regular Recurring Employees).

(b) Part-time Regular Employees

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

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

- (i) Article 22 Interim Staffing Solutions
- (ii) Article 23 Supplemental Tradespersons – Facilities and Operations

When a part-time Regular employee is employed for a recurring specified period of more than six months each year, the terms and conditions of this

Agreement will not apply during the inactive period, except as specified in clause 21.11 (Benefits – Regular Recurring Employees).

2.04 Application for Auxiliary Employees

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

The following articles will not apply to Auxiliary employees:

- (i) Article 22 Interim Staffing Solutions
 - (ii) Article 23 Supplemental Tradespersons – Facilities and Operations
- (b) Hours paid as vacation, paid holidays, and the premium portion of overtime will not count toward the accumulation of 1707 hours under 2.02 (b) (i).
- (c) Employees who have accumulated more than 1707 hours in accordance with 2.02 (b) (i) will be entitled to the provisions of 2.04 (a) commencing the first pay period following such accumulation.
- (d) Auxiliary employees who work in excess of the limit described under 2.02 (b) (ii) in one position will become Regular employees.
- (e) An employee will cease to be an Auxiliary employee if they do not work for a period of four months. The Employer will not separate an Auxiliary employee or fail to assign them hours for the sole purpose of preventing the employee from maintaining their status as an auxiliary employee or from becoming a regular employee.

2.05 Application for Casual Employees

Casual employees will commence employment at Level 1.

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

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

- (1) Common Provisions Article 8 – Performance Reviews and Increments
- (2) Common Provisions Article 9 – Workers' Compensation Supplement
- (3) Common Provisions Article 10 – Witness or Jury Duty
- (4) Common Provisions Article 12 – Resignation
- (5) Common Provisions Article 15 – Job Evaluation
- (6) Common Provisions Article 16 – Job Evaluation Appeals
- (7) Common Provisions Article 17 – Joint Committee on Job Evaluation System
- (8) Common Provisions Article 19 – Reduced Hours Leading to Retirement

- (9) Common Provisions Article 21 – Discipline
- (10) Common Provisions Article 22 – Leave Without Pay
- (11) Common Provisions Article 23 – University Credit Courses
- (12) Common Provisions Article 24 – Human Resources Development Fund
- (13) Article 5 – Shift Differential
- (14) Article 7 – Call Back
- (15) Article 8 – Standby
- (16) Article 10 – Premiums
- (17) Article 11 – Retirement Bonus
- (18) Article 12 – Seniority and Seniority Units
- (19) Article 14 – Winter Closure
- (20) Article 16 – Illness and Proof of Illness
- (21) Article 17 – Special Leave
- (22) Article 19 – Postings, Transfers, Promotions and Responsibility Pay
- (23) Article 20 – Position Disruption
- (24) Article 21 – Benefit Plans
- (25) Article 22 – Interim Staffing Solutions
- (26) Article 23 – Supplemental Tradespersons – Facilities and Operations

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

- (1) Common Provisions Appendix B1 & B2 – Terms of Reference and Agreement Respecting Benefit Cost Management
- (2) Common Provisions Appendix C – Physical Education and Recreation
- (3) Common Provisions Appendix E – Learning and Development Committee (HRDF) Terms of Reference
- (4) Common Provisions Appendix F – Time Off for Union Business
- (5) Common Provisions – Appendix J – Consultation Guidelines – Parts A Article 20, B Article 15 and C Article 20 (Position Disruption)
- (6) Common Provisions – Appendix L – Payment of Professional Accreditation for Support Staff
- (7) Appendix A – Grandfathered Employee Base Pay Grid
- (8) Appendix C – Seniority Units
- (9) Appendix D – Contracting Out
- (10) Appendix E – Salary Treatment – Class III Steam Engineers
- (11) Appendix F – Continuous Operations – Pay on December 26
- (12) Appendix I – Vacation Hourly Formula Rates
- (13) Appendix J – Trade Employees – Facilities & Operations

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

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

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

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

- (1) Common Provisions Article 8 – Performance Reviews and Increments
- (2) Common Provisions Article 9 – Workers' Compensation Supplement
- (3) Common Provisions Article 10 – Witness or Jury Duty
- (4) Common Provisions Article 12 – Resignation
- (5) Common Provisions Article 15 – Job Evaluation
- (6) Common Provisions Article 16 – Job Evaluation Appeals
- (7) Common Provisions Article 17 – Joint Committee on Job Evaluation System
- (8) Common Provisions Article 19 – Reduced Hours Leading to Retirement
- (9) Common Provisions Article 23 – University Credit Courses
- (10) Article 5 – Shift Differential
- (11) Article 7 – Call Back
- (12) Article 8 – Standby

- (13) Article 10 – Premiums
- (14) Article 11 – Retirement Bonus
- (15) Article 14 – Winter Closure
- (16) Article 20 – Position Disruption
- (17) Article 22 – Interim Staffing Solutions
- (18) Article 23 – Supplemental Tradespersons – Facilities and Operations

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

- (1) Common Provisions Appendix B1 & B2 – Terms of Reference and Agreement Respecting Benefits Cost Management
 - (2) Common Provisions Appendix F – Time Off for Union Business
 - (3) Common Provisions Appendix J – Consultation Guidelines – Parts A Article 20, B Article 15 and C Article 20 (Position Disruption)
 - (4) Common Provisions – Appendix L – Payment of Professional Accreditation for Support Staff
 - (5) Appendix A – Grandfathered Employee Base Pay Grid
 - (6) Appendix C – Seniority Units
 - (7) Appendix E – Salary Treatment – Class III Steam Engineers
 - (8) Appendix F – Continuous Operations – Pay on December 26
 - (9) Appendix I – Vacation Hourly Formula Rates
 - (10) Appendix J – Trade Employees – Facilities & Operations
- (c) Hours worked by a Casual employee will not count towards progression to higher levels if the employee does not work for a period of four months. The Employer will not separate a Casual employee or fail to assign them hours for the sole purpose of breaking their accumulation of hours.

2.06 Application for Supplemental Tradespersons – Facilities and Operations

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

The following articles will not apply to Supplemental Tradespersons:

- (1) Common Provisions Article 8 – Performance Reviews and Increments
- (2) Common Provisions Article 9 – Workers’ Compensation Supplement
- (3) Common Provisions Article 10 – Witness or Jury Duty
- (4) Common Provisions Article 11 – Religious Observance
- (5) Common Provisions Article 12 – Resignation
- (6) Common Provisions Article 13 – Position Abandonment
- (7) Common Provisions Article 15 – Job Evaluation
- (8) Common Provisions Article 16 – Job Evaluation Appeals

- (9) Common Provisions Article 17 – Joint Committee on Job Evaluation System
- (10) Common Provisions Article 19 – Reduced Hours Leading to Retirement
- (11) Common Provisions Article 21 – Discipline
- (12) Common Provisions Article 22 – Leave Without Pay
- (13) Common Provisions Article 23 – University Credit Courses
- (14) Article 3 – Probation and Trial Period
- (15) Article 8 – Standby
- (16) Article 10 – Premiums
- (17) Article 11 – Retirement Bonus
- (18) Article 12 – Seniority
- (19) Article 13 – Paid Holidays
- (20) Article 14 – Winter Closure
- (21) Article 15 – Vacation Leave and Anniversary Day Off
- (22) Article 16 – Illness and Proof of Illness
- (23) Article 17 – Special Leave
- (24) Article 18 – Maternity and Parental Leave
- (25) Article 20 – Position Disruption
- (26) Article 21 – Benefit Plans
- (27) Article 22 – Interim Staffing Solutions
- (28) Article 24 – Exclusions

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

2.07 Application for Apprentices

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

The following articles will not apply to Apprentices:

- (1) Common Provisions Article 8 – Performance Reviews and Increments
- (2) Common Provisions Article 12 – Resignation
- (3) Common Provisions Article 16 – Job Evaluation Appeals
- (4) Common Provisions Article 23 – University Credit Courses
- (5) Article 3 – Probation and Trial Periods
- (6) Article 11 – Retirement Bonus
- (7) Article 19 – Postings, Transfers, Promotions and Responsibility Pay
- (8) Article 20 – Position Disruption
- (9) Article 22 – Interim Staffing Solutions

- (10) Article 23 – Supplemental Tradespersons – Facilities and Operations
- (11) Article 24 – Exclusions
- (b) An Apprentice who completes his/her apprenticeship and continues to be employed will become an Auxiliary employee.

2.08 Application for Interim Staff

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

The following articles will not apply to interim staff:

- (1) Common Provisions Article 8 – Performance Reviews and Increments
- (2) Common Provisions Article 9 – Workers’ Compensation Supplement
- (3) Common Provisions Article 10 – Witness or Jury Duty
- (4) Common Provisions Article 11 – Religious Observance
- (5) Common Provisions Article 12 – Resignation
- (6) Common Provisions Article 13 – Position Abandonment
- (7) Common Provisions Article 15 – Job Evaluation
- (8) Common Provisions Article 16 – Job Evaluation Appeals
- (9) Common Provisions Article 17 – Joint Committee on Job Evaluation System
- (10) Common Provisions Article 19 – Reduced Hours Leading to Retirement
- (11) Common Provisions Article 20 – Service
- (12) Common Provisions Article 22 – Leave Without Pay
- (13) Common Provisions Article 23 – University Credit Courses
- (14) Common Provisions Article 24 – Human Resources Development Fund
- (15) Article 3 – Probation and Trial Period
- (16) Article 4 – Hours of Work
- (17) Article 5 – Shift Differential
- (18) Article 6 – Overtime
- (19) Article 7 – Call Back
- (20) Article 8 – Standby
- (21) Article 9 – Salaries
- (22) Article 10 – Premiums
- (23) Article 11 – Retirement Bonus
- (24) Article 12 – Seniority
- (25) Article 14 – Winter Closure

- (26) Article 15 –Vacation Leave and Anniversary Day(s) Off
- (27) Article 16 – Illness and Proof of Illness
- (28) Article 17 – Special Leave
- (29) Article 18 – Maternity and Parental Leave
- (30) Article 19 – Postings, Transfers, Promotions and Responsibility Pay
- (31) Article 20 – Position Disruption
- (32) Article 21 – Benefit Plans
- (33) Article 23 – Supplemental Tradesperson – Facilities and Operations
- (34) Article 24 – Exclusions

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

ARTICLE 3

PROBATION AND TRIAL PERIODS

Probation Periods

- 3.01** After the initial commencement date of employment, the probation period of an employee should not be more than:
- (a) six months of work for employees in positions from Grades 1 to 10, or
 - (b) twelve months of work for employees in positions from Grade 11 to 15.
- The probation period can be extended by the Employer for up to three additional months of work, for reasons that are outlined in writing to the employee, the Union and Human Resource Services.
- 3.02** Supervisors and employees are encouraged to share feedback at least midway through the probation period.
- 3.03** Where an ISS employee becomes a Regular employee in the same position with no break in appointment and has not completed his/her probation period, the probation period will be reduced by the number of working months completed as an employee in the job, provided the employee is performing the full range of duties that would normally be performed by a probationary employee at that time.
- 3.04** During the probation period, the Employer (in consultation with Human Resource Services) may dismiss a probationary employee. The employee will receive five working days of written notice if his/her period of employment is more than three months.

3.05 Auxiliary and Casual Employees

- (a) For the purposes of a probation period as per clause 3.01 above, the initial commencement date of employment is deemed to be the first day of work when all of the following conditions are met:
 - (i) the work must not be intermittent in nature, and
 - (ii) the employee must work 40% or more of the regular hours of work specified for the job, and
 - (iii) the appointment upon hiring must be for a period longer than the applicable probation period.
- (b) Further to clause 3.05 (a), where such an employee becomes a Regular employee in the same position with no break in appointment and without completing a probation period, the probation period in the Regular appointment will be reduced by the number of months of probation already successfully completed, provided the employee is performing the full range of duties that would normally be performed by a probationary employee at that time.
- (c) An employee who completes probation on an Auxiliary or Casual appointment but has not been performing the full range of duties that would normally be performed by a Regular employee at that time will have a trial period applied upon appointment to full duties as per clause 3.06.
- (d) Clauses 3.02 and 3.04 apply as written and clause 3.03 does not apply.
- (e) An employee who moves directly to a new job or who is rehired by the Employer within four months as per Common Provisions clause 20.13 (c) will be subject to the terms of a probation period if one has not already been successfully completed.

Trial Periods

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

3.07 Regular Employees

- (a) During this trial period, if the employee is deemed unable to perform the duties of the new position satisfactorily, s/he will be reverted to the former position.
- (b) If another employee is subsequently affected by such reversion, s/he will be reverted to his/her former position.
- (c) Upon reversion, the employee will be treated in accordance with the rights s/he held immediately prior to the trial period.

3.08 Auxiliary and Casual Employees

- (a) When such an employee is affected by a trial period reversion as per clause 3.07, s/he will be terminated from that position.
- (b) An employee who moves directly to a new job or is rehired by the Employer within four months as per Common Provisions clause 20.13 (c) will be subject to the terms of a trial period if a probation period has been successfully completed.
- (c) If the employee is deemed unable to perform the duties of the new job satisfactorily during the trial period, s/he will be terminated from the position and will retain service for another four months, unless Common Provisions clause 20.13 (b) applies.

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

ARTICLE 4 HOURS OF WORK

4.01 Regular Work Days and Work Weeks for Full-time Employees

- (a) The regular work day will be:
 - (i) 7 hours, or
 - (ii) 7.5 hours, or
 - (iii) 8 hours.
- (b) The regular work week will be:
 - (i) 35 hours, or
 - (ii) 37.5 hours, or
 - (iii) 40 hours.
- (c) The regular work week will consist of five days with two consecutive days off.
- (d) The regular work day for all employees covered by this Agreement will not be increased, except by mutual agreement. If clause 4.05 applies, mutual agreement of the parties is required.
- (e) An employee will not be required to work a split shift except by mutual agreement.

4.02 (a) Where the Employer requires that an employee's starting time be changed, it will provide him/her with 30 calendar days of written notice of the change.

- (b) Where the Employer requires that an employee's rest days be changed from Saturday and Sunday, it will provide him/her with 30 calendar days of written notice of the change.
- (c) Where the Employer requires that an employee's work pattern be changed from a "straight" shift to a "rotating" shift, it will provide him/her with 30 calendar days of written notice of the change.
- (d) Where an emergency arises, the Employer may make temporary changes as required without notice to the employee. Such changes will not remain in effect for more than two weeks. This provision will not be used repeatedly so as to circumvent the requirement for notice given above.

4.03 Notification of Absence

- (a) A day worker who is going to be absent from work will ensure that his/her supervisor or designee is informed of the reasons for and expected duration of the absence prior to the start of his/her shift.
- (b) A shift worker who is going to be absent from work will ensure that his/her supervisor or designee is informed of the reasons for and expected duration of the absence according to the following:
 - (i) a day shift, one hour prior to the start of his/her shift;
 - (ii) an afternoon or night shift (where the majority of the shift falls between 1500 and 0700 hours) four hours prior to the start of his/her shift.
- (c) Should an employee fail to comply with clause 4.03 (a) or (b), as the case may be, his/her absence may be considered as unauthorized leave without pay unless s/he had legitimate reasons for the non-compliance.
- (d) The Department Head will designate a person in each department to be personally contacted in the event an employee's supervisor cannot be reached.

4.04 Rest Periods

- (a) Full-time employees will be entitled to a paid rest period of 15 minutes during each ½ working day.
- (b) Part-time employees will be entitled to a paid rest period of 15 minutes during the first 3 ½ hours, and an additional rest period of 15 minutes during the rest of their work day if more than two hours.
- (c) Employees scheduled to work for more than four hours are entitled to at least ½ hour of unpaid time at approximately the mid-point of their working day.

4.05 Modified Hours

- (a) Where shifts and/or hours of work, different from those contemplated in clause 4.01, are initially proposed, the following terms will apply:
 - (i) The proposed terms must not result in a gain or loss in benefits or rights under this Agreement.
 - (ii) The proposal will not negate any terms in the Agreement; and any modifications must be specified in writing, including the positions or individuals to whom it will apply.
 - (iii) Such a proposal may only be implemented where the Union and the Employer have agreed, in writing, to the required modifications of the terms of this Collective Agreement, and the majority of the employees affected have approved.
- (b) Once a modified hours of work agreement is in place, it may only be changed by the Employer to revert back to the provisions of clause 4.01 unless the parties agree to a different modified hours of work agreement.
- (c) The employees affected by the provisions of (b) above will be provided with written notice of the new modified hours agreement a minimum of 45 calendar days prior to the implementation of the new agreement.
- (d) A signed copy of a modified hours of work agreement in accordance with clause (a) or (b) above will be provided to each affected employee and each new hired employee.

4.06 Casual Level 1 Employees

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

ARTICLE 5 *

SHIFT DIFFERENTIAL

- 5.01** 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 6 *
OVERTIME

The definition of Overtime can be found in Article 1 (Definitions), clause 1.20.

6.01 Authorization

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

Regular, Auxiliary, Casual Level 2 and Supplemental Trades Employees

6.02 Rates and Calculation

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

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

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

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

6.04 Notwithstanding clauses 6.02 and 6.03, where an employee is required to work overtime on both of his/her regular consecutive days of rest, s/he will be paid at two times for all hours worked on the second day of rest.

- 6.05**
- (a) Where an employee is required to work overtime which adjoins his/her regular shift, s/he will receive a minimum compensation of one hour at the applicable overtime rate.
 - (b) Where an employee is required to work overtime and the overtime period does not adjoin his/her regular shift, s/he will receive a minimum compensation of two hours at the applicable overtime rate.

6.06 Overtime pay will be:

- (a) calculated to the nearest quarter of an hour, subject to clause 6.05,
- (b) calculated on the basis of the employee's pay in effect at the time the overtime occurred, and
- (c) paid no later than the pay period following the pay period in which it was reported.

6.07 Compensating Time Off

Notwithstanding clause 6.06, an employee with less than 80 hours banked overtime may elect to take compensatory time off in lieu of overtime pay. Banked hours in excess of 80 hours will be paid out. Such compensatory time will be calculated in the same manner as overtime pay.

By mutual agreement of the employee and his/her Department Head, the compensatory time off will normally be taken within six months from the time when the overtime was earned. Banked hours that cannot be mutually scheduled as time off will be paid out.

6.08 Meal Breaks

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

- (a) upon completion of the first two hours:
 - (i) be provided with a meal or be paid a meal allowance of \$7.00, and
 - (ii) be allowed a meal break of ½ hour at straight time, and
- (b) upon completion of every four hours thereafter, have clause 6.08 (a) apply to him/her.

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

- (a) be provided with a meal or be paid a meal allowance of \$7.00, and
- (b) be allowed a meal break of ½ hour at straight time.

6.10 An employee will be entitled to at least eight consecutive clear hours during the normal break between any two consecutive regular shifts. It will be the responsibility of the Employer to ensure that an employee required to work overtime will be provided with the eight consecutive clear hours. To this end, the Employer may instruct the employee to leave before the usual quitting time of his/her regular shift and/or to report after the usual starting time of his/her next regular shift. Where such instruction is given, the employee's pay will not be

docked nor will s/he be required to make up for such regular hours not worked. Where such instruction is not given for whatever reason, the employee will be paid at two times for all hours worked on his/her next regular shift which fall within the eight consecutive clear hours.

Casual Level 1 Employees

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

ARTICLE 7 CALL BACK

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

- 7.01** Where an employee is called back on his/her regular work day or day of rest, s/he will:
- (a) be paid \$30.00 as travel compensation;
 - (b) be paid at the applicable overtime rates for hours worked with a minimum compensation of two hours at the applicable overtime rate; and
 - (c) if required to work more than four hours, upon completion of every four hours:
 - (i) be provided with a meal or be paid a meal allowance of \$7.00, and
 - (ii) be allowed a meal break of ½ hour at straight time.
- 7.02** Where an employee is called back on a paid holiday, a vacation day or a previously agreed-to lieu day, s/he will:
- (a) be paid \$30.00 as travel compensation;
 - (b) receive his/her regular work day's pay;
 - (c) be paid at straight time for hours worked up to his/her regularly scheduled daily hours, with a minimum compensation of two hours at straight time;
 - (d) be paid at double time for all hours worked in excess of his/her regularly scheduled daily hours;
 - (e) if required to work more than four hours, upon completion of every four hours:
 - (i) be provided with a meal or be paid a meal allowance of \$7.00, and
 - (ii) be allowed a meal break of ½ hour at straight time; and
 - (f) be given an alternate vacation or lieu day, as appropriate.

- 7.03** Where an employee is called back more than once on the same day, clauses 7.01 or 7.02 as the case may be, will apply to every one of such call backs, except that, in the case of clause 7.02, clauses 7.02 (b) and (f) will apply only once.
- 7.04** Call back pay under clauses 7.01 (b) and 7.02 (c) and (d) will be:
- (a) calculated to the nearest quarter of an hour, subject to the relevant minimum compensation;
 - (b) calculated on the basis of the employee's pay in effect at the time the call back occurred;
 - (c) paid no later than the pay period following the pay period in which it was reported.
- 7.05** Notwithstanding clause 7.04, a regular employee may elect to take compensatory time off in lieu of call back pay. Such compensatory time off will be calculated in the same manner as call back pay. In the event that any compensatory time cannot be taken at a time mutually agreeable to the employee and his/her Department Head within a period of six months immediately following the month in which the call back occurred, the employee will, instead, receive the call back pay in the month immediately following the expiration of the six month period.
- 7.06** An employee will be entitled to at least eight consecutive clear hours during the normal break between any two consecutive regular shifts. It will be the responsibility of the Employer to ensure that an employee called back will be provided with the eight consecutive clear hours. To this end, the Employer may instruct the employee to leave before the usual quitting time of his/her regular shift and/or to report after the usual starting time of his/her next regular shift. Where such instruction is given, the employee's pay will not be docked nor will s/he be required to make up for such regular hours not worked. Where such instruction is not given for whatever reason, the employee will be paid at two times for all hours worked on his/her next regular shift which fall within the eight consecutive clear hours.

ARTICLE 8 *

STANDBY

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

- 8.01** Where an employee is required to stand by, s/he will, for each standby period of 24 hours or a portion thereof:
- (a) be paid \$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.

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- (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 9 *

SALARIES

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

9.02 Rates of Pay

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

- 9.03** The rate of base pay set out in Common Provisions Appendix A will not be reduced except with the concurrence of the Union.
- 9.04** Where the Employer increases the range of rates of base pay in Common Provisions Appendix A and Appendix B of this Part, the employees will be paid in the new scale of rates at the same step as they were being paid in the old scale of rates.
- 9.05 Tradesperson**
- (a) An employee who is not employed under a trades job title referenced in Common Provisions Appendix A, but is required to perform a trade task which is restricted by code and which s/he is certified to do, will receive the applicable trade rate of base pay for such work.
 - (b) Where a trade task is restricted by code to those holding appropriate certification, only those with the appropriate certification will be required to perform the task described by the code, and paid accordingly.
- 9.06 Apprentices**
- An apprentice will be paid in the appropriate percentage (as specified in the *Apprenticeship and Industry Training Act* and Regulations) of the hourly base pay given for his/her trade.
- 9.07** The Union agrees that the Employer will retain the Employment Insurance Rebate for benefit plan purposes.
- 9.08**
- (a) Employees will be paid in arrears on a semi-monthly basis.
 - (b) Premium pay, other than overtime, will be paid no later than the pay period following the pay period in which it was earned.
- 9.09** The Employer is entitled to recover overpayment of salary (including reconciliation of entitlements) and the Employee is entitled to recover underpayment of salary (including reconciliation of entitlements) resulting from errors. Both the Employer and employees are responsible for reporting overpayments or underpayments as soon as they become aware of the overpayment/underpayment. The Employer will correct underpayments of salary. Repayment schedules for employees will be based on the magnitude of the overpayment, length of time over which the error occurred, length of work time remaining, the taxation year and the impacts on the employee such as pension. Schedules will be made by mutual agreement pursuant to a process agreed between the parties. Agreement will not be unreasonably withheld. The parties agree that this clause will constitute the written assignment required of the employee for repayment.
- 9.10** Recovery of overpayments/underpayments will normally be to a maximum of 24 months. In situations where one party wishes to recover

overpayments/underpayments which existed beyond 24 months the parties will meet to discuss the particulars of the situation and determine a mutually acceptable resolution. Failing any resolution, the parties agree the matter will be subject to Common Provisions Article 14 (Dispute Resolution Process).

ARTICLE 10 PREMIUMS

10.01 Second Language Premium

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

10.02 Market Supplements

There may be occasions when it is necessary to differentially compensate employee(s) in a select job category in order to attract and/or retain employees with critical skills in key areas of the Employer. On such occasions the Employer will determine when critical skills may be extraordinarily compensated. The Employer agrees to notify the Union of any proposed market supplement and the reasons for the extraordinary remuneration when the adjusted salary falls outside the normal base pay range for that employee's position. The Union will respond within ten days of such notification to provide any additional comments or feedback. The parties will mutually agree to the appropriate rate of pay, method of market supplement and the specific time period for such extraordinary remuneration. Failing any final agreement, the parties agree to arbitrate the matter pursuant to Common Provisions Article 14 (Dispute Resolution Process). Each application of a market supplement is independent of any existing or future market supplement for the same or different jobs and skills. The market supplement is a fixed term premium, subject to review, and as such is not subject to clause 1.22 (Definitions – Pay) of the Agreement. Market supplements will be reviewed annually thereafter by the Joint Committee established under Common Provisions Article 7 (Labour/Management 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.

ARTICLE 12 *
SENIORITY AND SENIORITY UNITS

- 12.01** “**Seniority**” means the length of service in the bargaining unit. It will apply within a Seniority Unit (Appendix C).
- 12.02** Notwithstanding clause 12.01, all apprentices in Planning and Infrastructure will be considered to be in one seniority unit and their seniority will apply by year of apprenticeship within their specific trade.
- 12.03** Seniority for part-time employees will only apply with respect to other part-time employees.
- 12.04** Seniority Units
- (a) The Union and the Employer agree to the Seniority Units in Appendix C.

- (b) The Employer will consult with the Union on the Seniority Units including any planned changes (amendments, alterations, additions or deletions). Human Resources will provide the reasons that have led to the planned changes to the Union.
- (c) If the Union believes that the planned changes are significantly detrimental to its members, the Union will provide to Human Resources the reasons for their belief and present alternatives without unreasonable delay. Human Resources will then convene a meeting with the Union prior to implementing any such planned changes in order to discuss the impact, ramifications and effect upon employee(s). The parties will attempt to reach mutual agreement upon the planned changes without unreasonable delay.
- (d) Failing mutual agreement, the Employer may implement any planned changes (or otherwise modified planned changes), as it believes that such planned changes do not undermine the integrity of the bargaining unit. Subsequently, the Union may submit a policy grievance under Common Provisions Article 14 (Dispute Resolution Process).
- (e) The Employer agrees to notify affected employees of any planned change to Seniority Units.

**ARTICLE 13
PAID HOLIDAYS**

Regular and 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 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 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.

(a) 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.

(b) Where a minimum time payment applies, the straight time pay will be for the difference between that minimum and his/her regular hours.

(c) 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 Auxiliary (Salary) Employees

(a) If the paid holiday falls on a day when such an employee works or is normally scheduled to work, this Article will apply as written.

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

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 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 14 WINTER CLOSURE

14.01 Regular and Auxiliary Employees

Employees will normally be entitled to four days off during the regular work week period, December 26 to December 31 inclusive, as follows:

- (a) The regularly scheduled work days will be designated as days off with pay (i.e., paid but not worked) and employees will receive the base pay they regularly receive for their normal day's work.
- (b) Where an employee is scheduled and required to work on one or more of these days off, s/he will receive straight time pay and an alternative day off with pay. This day will be scheduled for a mutually agreeable time within six months. Failing mutual agreement, the employee's supervisor may schedule the employee off or pay the employee for time off in lieu.
- (c) An employee on standby and/or called back during a designated day off with pay will be treated as if s/he were on standby or call back on a day of rest and will also receive his/her regular day's pay.
- (d) To be eligible for these designated days off with pay, an eligible employee must be at work (or be on approved leave with pay) his/her last normal working day before these designated paid days off and his/her first normal working day after.
- (e) Eligible employees covered by clause 4.05 (Modified Hours) will be entitled, at a mutually agreeable time (no more than six months later), to equivalent time off to a maximum of 7, 7.5 or 8 hours, as appropriate, for each designated day off with pay scheduled and worked. Failing mutual agreement, the employee's supervisor may schedule the employee off or pay the employee for time off in lieu.
- (f) For Auxiliary Employees who are paid hourly and whose working hours vary from week to week, the hours paid for Winter Closure will be the

average of the hours worked by that employee the week before and the week after Winter Closure.

14.02 Apprentices

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

14.03 Casual Employees

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

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).

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.

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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 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".

- (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.

15.15 Auxiliary Employees and Apprentices

(a) **Auxiliary Employees (Hourly) and Apprentices**

This Article will not apply to Auxiliary employees who are paid hourly or Apprentices. Instead, such employees will receive vacation pay at the rate of six percent of the base rate, exclusive of overtime and premiums, for each pay period. In each 12-month period the employee will be entitled to take three weeks 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 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.

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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 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) Off

- (a) In recognition of service to the Employer, the parties agree that employees will receive one day off with pay upon reaching their 25th anniversary with the Employer.
- (b) The day off will be scheduled by mutual agreement between the supervisor and the employee. This will be administered by the department in which the employee works and may only be granted once.

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

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 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.

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.

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) 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 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, 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.

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.

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

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

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

17.03 Compassionate Leave

- (a) In the event of death of a son, daughter, brother, sister, spouse (including common-law spouse), brother-in-law, sister-in-law, parent, parent-in-law, grandparent, or the husband or wife of any of these, an employee will be allowed leave with pay up to three working days together with any necessary traveling time, not more than two working days, with pay.
- (b) An employee will be allowed up to one day with pay to attend the funeral of persons other than those specified above.
- (c) Leave with pay up to two working days will be allowed for sudden or serious illness within the immediate family (spouse, child, mother or father):
 - (i) to make arrangements for the care of the person who is ill;
 - (ii) to make arrangements for the care of the children of the person who is ill;
 - (iii) to care for the person who is ill; or
 - (iv) to care for the children of the person who is ill.
- (d) The Employer may authorize leave under warranted conditions on the same terms as provided above in the event of a death or serious illness of persons other than those specified above.
- (e) Should an employee demonstrate to the satisfaction of the Employer that during a period of vacation a bereavement as described above occurred and provided the employee attended the funeral, s/he will be allowed compassionate leave and his/her vacation will be credited accordingly.
- (f) If an employee is required to be absent from duty by reason of grave illness of a son, daughter, brother, sister, spouse (including common-law spouse), parent, parent-in-law or grandparent or the husband or wife of any of these, s/he may be allowed compassionate leave in respect of such absence, normally to the extent provided above, at the discretion of the Employer.

Effective April 1, 2017 (New 17.04 – Family Medical Appointments)

17.04 Family Medical Appointments

Leave of up to one working day will be allowed for attending a medical appointment for an immediate family member.

17.05 Emergency or Disaster Conditions

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

17.06 Birth or Adoption

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

17.07 Moving

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

17.08 Citizenship Hearing

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

17.09 Maximum Entitlement

The maximum length specified for each circumstance requiring use of leave with pay will not be exceeded; however, such leave may be granted more than once for the same circumstances within a fiscal year, provided the total leave is not more than ten working days per fiscal year. Additional compassionate leave (clause 17.03) will be granted when ten days leave with pay has already been utilized within a fiscal year.

17.10 Casual Level 2 Employees

A Casual Level 2 employee will be entitled to the provisions of clause 17.03 only. The maximum length specified for each circumstance requiring use of leave with pay will not be exceeded; however, such leave may be granted more than once for the same circumstances within a fiscal year, provided the total leave is not more than 35.5 hours per fiscal year.

17.11 Part-time Regular and Auxiliary Employees

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

ARTICLE 18

MATERNITY AND PARENTAL LEAVE

General Provisions

- 18.01** For the purpose of this Article, “employment” means the most recent period of continuous employment with the Employer without a four-month break. Employment is not continuous if an employee resigns, is terminated for cause or does not return from recall.
- 18.02** Where an employee requires leave pursuant to this Article, written notification is to be provided to the supervisor and Human Resources as follows:
- (a) For maternity leave, the employee will apply for such leave a minimum of three months prior to the expected date of birth. Such leave can commence at any time during the 12 weeks immediately prior to the estimated date of delivery but no later than the date of delivery. Upon application, the employee will advise of the anticipated return date.
 - (i) At the time of application, the employee will provide written verification of pregnancy and anticipated date of delivery. This verification is normally provided by a physician; however, verification by a registered midwife is acceptable for a top up period of eight weeks. This is the only circumstance in which an absence can be verified by a paramedical practitioner.
 - (ii) The normal illness-related portion of a maternity leave is considered to be eight weeks to commence no later than the date of delivery. Maternity-related illness leave longer than eight weeks must be supported by medical evidence from a physician.
 - (b) For parental leave, an eligible employee will apply for such leave a minimum of one month prior to the anticipated birth or adoption date, or provide as much notice as possible. Such leave will commence no sooner than the actual birth or adoption date. Such leave will commence no later than 52 weeks after the actual birth or adoption date. Upon application, the employee will advise of the anticipated return date.
- 18.03** No employee will be eligible for leave under this Article that is more than 12 months, per birth or adoption, unless otherwise approved.
- 18.04** An Auxiliary employee on an appointment with an end date occurring during the course of the leave will not be eligible for any further entitlements under the Collective Agreement beyond the appointment’s original end date, unless the appointment period has been extended. This does not affect the four-month service break period referenced in clause 18.13.
- 18.05** A pregnant employee who provides medical evidence from a physician that continued employment in her present position may be hazardous to her health or

to her unborn child may request a transfer to a more suitable position if one is available. The employee will be paid within the range for the new position. If no suitable position is available and/or the employee is not transferred, she may request maternity leave, if eligible, under this Article. In the event that such leave commences within the first four months of pregnancy, which necessitates an absence of longer than 12 months, the employee may request further leave without pay.

- 18.06** (a) Where an employee is entitled to benefits, the employee is required to advise Human Resources prior to the commencement of maternity or parental leave regarding the continuation of benefit coverage for the duration of the leave. Benefit coverage will be provided for the illness-related portion of a maternity leave as per clause 18.02 (a). If an employee opts to continue benefit coverage with the Employer beyond the illness-related portion of maternity leave and/or for the full duration of parental leave, s/he must prepay the premiums.
- (b) If an employee decides not to return to work and so advises the supervisor and Human Resources, benefit coverage as above will be maintained for the duration of the approved leave.

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

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

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

Maternity Leave

Regular and Auxiliary Employees with 52 Weeks or More of Employment

18.08 Upon application in accordance with the provisions of clause 18.02 (a), leave to a maximum of 15 weeks for maternity reasons will be granted by the Employer.

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

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

- (a) An employee may apply for top up benefits during the illness-related portion of her maternity leave provided:
 - (i) she is receiving employment insurance maternity benefits,
 - (ii) she has sufficient illness leave in accordance with clause 16.07, and
 - (iii) she provides medical verification as per clause 18.02 (a) specifying the portion of her maternity leave attributable to any illness-related absence.

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

- (b) Evidence of payment of Employment Insurance maternity benefits must be presented to Human Resources in order to receive the maternity top up benefit.
- (c) The maternity top up benefit will provide the employee with 100% of gross earnings less deductions.
- (d) An employee who wishes to receive top up benefits will apply for Employment Insurance maternity benefits as soon as eligible.

Regular and Auxiliary Employees with Less than 52 Weeks of Employment

18.11 Upon application in accordance with the provisions of clause 18.02 (a), leave to a maximum of 15 weeks for maternity reasons will be granted by the Employer.

18.12 The employee is entitled to top up benefits as outlined in clause 18.10 for the illness-related portion of the leave.

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

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

Casual Level 2 Employees

- 18.14** Upon application in accordance with the provisions of clause 18.02 (a), leave to a maximum of 15 weeks for maternity reasons will be granted by the Employer.
- 18.15** Any accrued sick leave remaining will be paid out when the employee commences her leave for maternity reasons.
- 18.16** There is no guarantee of a position being available for the employee at the end of a leave for maternity reasons; however, an employee who has completed her probation period will be offered her former position if it continues to exist. The employee will maintain her service provided she works within four months following the end of the leave period and contacts Human Resources to request a service adjustment. If this request is not made within four months following the return date, there will be no retroactive service adjustment.

Casual Level 1 Employees with 52 Weeks or more of Employment

- 18.17** Upon application in accordance with the provisions of clause 18.02 (a), leave to a maximum of 15 weeks for maternity reasons will be granted by the Employer.
- 18.18** There is no guarantee of a position being available for the employee at the end of a leave for maternity reasons; however, the employee will maintain her service provided she works within four months following the end of the leave period and contacts Human Resources to request a service adjustment. If this request is not made within four months following the return date, there will be no retroactive service adjustment.

Casual Level 1 Employees with Less Than 52 Weeks of Employment

- 18.19** Upon application in accordance with the provisions of clause 18.02 (a), leave for medical reasons may be granted. The duration of such leave will normally be between six and eight weeks; however, each request will be individually considered by the Employer.
- 18.20** There is no guarantee of a position being available for the employee at the end of such a leave; however, the employee will maintain her service provided she works within four months following the end of the leave period and contacts Human Resources to request a service adjustment. If this request is not made within four months following the return date, there will be no retroactive service adjustment.

Apprentices

- 18.21** Upon application in accordance with the provisions of clause 18.02 (a), leave to a maximum of 15 weeks for maternity reasons will be granted by the Employer.

18.22 The employee is entitled to top up benefits as outlined in clause 18.10 for the illness-related portion of the leave.

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

Parental Leave

Regular Employees with 52 Weeks or More of Employment

18.24 Upon application in accordance with the provisions of clause 18.02 (b), leave to a maximum of 37 weeks will be granted to an employee for parental leave for his/her newborn or adopted child.

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

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

18.26 Upon application in accordance with the provisions of clause 18.02 (b), leave to a maximum of 37 weeks will be granted to an employee for parental leave for his/her newborn or adopted child.

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

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

18.28 Such employees are not entitled to parental leave.

ARTICLE 19 *

POSTINGS, TRANSFERS, PROMOTIONS AND RESPONSIBILITY PAY

19.01 Postings

- (a) Where the Employer initially expects the position will be needed for more than 12 months or, once it is clear that the position will be needed for an additional 12 months, then the position will be posted. Minimum qualifications will be stated in the posting. Internal applicants must be given consideration in the filling of these vacancies. Internal applicants may request feedback on their application.
- (b) Positions posted under (a) above will be filled without posting if, in order of priority, one of the following conditions applies:
 - (i) an employee with the skills and ability to fill the position is available and requires accommodation due to a physical or mental disability, or
 - (ii) an employee with the skills and ability to fill the position (subject to Article 20) is available and redeployment has been offered, or
 - (iii) an employee with the skills and ability to fill the position (subject to Article 20) is available and on active recall status.

19.02 Transfer

- (a) Where an employee voluntarily moves from one position to another position with the same grade level, such a move will be considered a transfer and there will normally be no change to his/her performance review period.
- (b) The employee's pay will be within the grade level range and will be no less than his/her current rate of pay.
- (c) Where the employee's rate of pay is placed at a higher step (i.e., at least one increment) than the current rate of pay, the performance review period will be changed to the date of transfer. Performance increments will thereafter be granted, pursuant to Common Provisions Article 8 (Performance Reviews and Increments), annually from the date of the transfer.
- (d) An employee who voluntarily moves from a regular position to an auxiliary position [as defined in clause 2.02 (b)] will be treated in accordance with the provisions of the Collective Agreement for Auxiliary employees.
- (e) An employee who voluntarily moves from a regular or auxiliary position to an appointment as a supplemental tradesperson [as defined in clause 2.02 (d)] will be treated in accordance with the provisions of the Collective Agreement for supplemental tradespersons.

- (f) Where the Employer is required to provide an accommodation based on protected grounds, the employee will be placed in the new scale:
 - (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.
- (g) No employee will be unreasonably transferred.

19.03 Promotion

When an employee is promoted from one position to another position with a higher-grade level, his/her new base pay will be within the range of the higher-grade for his/her new position. The new base pay will be no less than one full increment above his/her current pay. Performance increments will thereafter be granted, pursuant to Common Provisions Article 8 (Performance Reviews and Increments), annually from the date of promotion. If the employee is within three months of his/her next increment on date of promotion, s/he will be granted an additional increment.

19.04 Responsibility Pay

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

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

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

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

19.05 Temporary Transfers and Promotions

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

- (a) The term will not be more than 12 months or the specific term of the project. Extensions may be made and a copy of the revised terms is to be provided to the Union and Human Resource Services.
- (b) The employee will be paid:
 - (i) in the case of a transfer, there will be no change to his/her base pay or performance review period; or
 - (ii) in the case of a promotion, s/he will be
 - a. placed on a step of the higher grade that is at least five percent above his/her base pay, or
 - b. the minimum base pay for that higher level position, whichever is greater.
 - (iii) Where s/he is promoted to a position that is outside the scope of this Agreement, s/he will be paid no less than ten percent of his/her base pay.
- (c) The employee will be eligible for increments, as per Common Provisions Article 8 (Performance Reviews and Increments), for each year in the temporary transfer or promotion.
- (d) Seniority and service will continue to accrue normally and there is no change to the employee's seniority unit.
- (e) During the term of the temporary transfer or promotion, either the Employer or employee can end the assignment with 30 days written notice or less as mutually agreed.
- (f) At the end of the temporary transfer or promotion, the employee will return to his/her original job.
- (g) Upon return to his/her original position, the employee's pay will be adjusted to reflect all increments that would have been due had s/he remained in his/her original position. Any extra increments granted during the temporary transfer or promotion may be granted upon return to his/her original position, at the discretion of the Employer.
- (h) Where the temporary transfer or promotion is going to continue for less than six weeks then clause 19.05 (e) above will not apply.
- (i) All terms and conditions, including defined duties and responsibilities, will be provided to the employee in writing with copies to Human Resource Services.

19.06 Auxiliary and Casual Level 2 Employees

Clauses 19.02, 19.03 and 19.05 do not apply to individuals who are rehired by the Employer within four months as per Common Provisions clause 20.13 (c).

ARTICLE 20 *
POSITION DISRUPTION

20.01 This Article establishes a process to assist an employee whose position is disrupted. In these situations the parties are committed to consultation prior to the implementation of clause 20.04 and ensuring that employees are treated with care, understanding and respect throughout the process. The Employer is committed to reasonable readjustments that assist affected employees and minimize negative impact on those employees.

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

- (a) **Adjustment:** Agreed changes to an employee's current position and/or terms and conditions of employment pursuant to the exploration of alternatives [20.04(c)].
- (b) **Available Position:** A position that has no incumbent and the Employer deems should be filled.
- (c) **Decision Date:** The final date on which an employee must advise Human Resources of his/her chosen option and, unless otherwise agreed, is normally ten days following the Notification Date.
- (d) **End Date:** The employee's last day of work in his/her current position.
- (e) **Human Resources:** The University's centralized Human Resources Department.
- (f) **Layoff:** The discontinuance of work as a result of:
 - (i) the abolishment of an established position,
 - (ii) a temporary stoppage of work in an established position, or
 - (iii) a permanent or temporary stoppage of work in a non-established position.
- (g) **Location:** The normal current site of an employee's work including 50 km surrounding that site and any travel required by the position.
- (h) **Notification Date:** The date that formal written notice is provided.
- (i) **Position Disruption:** A significant and substantial change to an employee's terms and conditions of employment. It means that a position will be eliminated on a temporary or permanent basis (layoff) or substantially modified (for example, reduction in pay, change from full-time to part-time, reassignment to a position with a lower grade, change in location, 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 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 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

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

(c) Exploration of Alternatives

- (i) Within the period prior to the formal written notice to the affected employees, the Union, the department, Human Resources and the employees will explore methods and alternatives for managing position disruption in a manner which minimizes negative impact on employees.
- (ii) In advance of formal notice being served, every effort will be made by the parties to agree on adjustments, preferably without loss of pay.
- (iii) Adjustments
 - a. If agreement on adjustment(s) can be reached, the adjustment(s) will be reduced to writing, will be signed off by the Employer, the Union and the agreeing employee(s) and will be implemented.

- b. If agreement on adjustments(s) can be reached, but some employee(s) affected by position disruption are not willing to accept them, the Employer will determine position disruption options in accordance with clause 20.05 for those employees.
- c. If agreement on adjustment(s) cannot be reached, the Employer will determine position disruption options in accordance with clause 20.05 for all affected employees.

(d) **Formal Notice**

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

(e) **Employee Response**

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

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

20.05 Options

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

- (a) **Redeployment to an Available Position**
- (i) An employee taking a redeployment option has placement priority over those on the recall list.
 - (ii) If the employee meets the requirements and is qualified to fulfill the duties and/or could do so through job familiarization, with reasonable on-the-job training, within a training period not to exceed two months, as determined by the Employer, then the employee will be informed of the duties and any retraining required.
 - (iii) An employee redeployed to a position at a lower grade, different status or location, will retain recall rights to a position at his/her former status, grade and location. S/he will have recall rights for a period of:
 - a. two years from the Decision Date, if s/he has at least five years of seniority as of the Notification Date; or
 - b. one year from the Decision Date, if s/he has less than five years of seniority as of the Notification Date.
 - (iv) If the Employer identifies more than one redeployment option, the employee may choose one.
 - (v) Once one or more redeployment options have been offered, further redeployment options normally will not be pursued.
- (b) **Redeployment to an Occupied Position**
- (i) This occurs when a disrupted employee exercises his/her seniority by being redeployed to a position that is:
 - a. Currently occupied by the least senior employee, and
 - b. Within 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, and if not recalled within that period, receive the balance of the severance payment in clause 20.05 (d), less the notice received, or
 - b. Layoff and Recall Only: A recall period of 24 months from the Decision Date, and if not recalled within that period, receive no other rights or benefits.

(ii) **Layoff**

- a. Notice period is deemed to have commenced on the day following the Decision Date.
- b. The Employer will make every reasonable effort to avoid layoff of employees while employing temporary employees performing work within the same 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, 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.
- (iv) An employee accepting this severance option and retiring from his/her employment is not entitled to the retirement bonus under Article 11 (Retirement Bonus).

20.06 Position Disruption Training Benefits

- (a) The Employer agrees to provide reasonable funding to continue a Staff Retraining Fund for persons affected by position disruption.
- (b) Where required, the Employer will offer training to employees affected by position disruption or eligible for recall. Once the employee has selected an option, the Employer agrees to provide the affected employee relocation counselling and training assistance.
- (c) Where an employee requires training in order to effect redeployment and/or be recalled, the hiring department in conjunction with Human Resources will determine the training required, develop a formal training plan and consult with the employee. Human Resources will provide reasonable funding for the training [see also clauses 20.05 (a) (ii) and 20.05 (c) (iv) b.].
- (d) The Employer will provide training assistance in order to enhance the employment opportunities of employees on the recall list. The onus is on the employee to submit proposals for specific training to Human Resources for approval. Should an employee's training proposal be denied, the employee may request a meeting with Human Resources and the Union.
- (e) Where the employee requests training that is unlikely to enhance reemployment opportunities to the Employer, and if the Employer approves the training, then the affected employee will forego his/her right of recall.
- (f) The terms of all training provided will be subject to mutual agreement between the employee and the Employer.
- (g) Where training is required to take place during an employee's regular hours of work, such time off will be with pay. The scheduling of such

training during an employee's normal working hours is subject to operational requirements of the department.

20.07 Trial Periods on Redeployment or Recall

- (a) An employee redeployed or recalled will have a trial period of three months. The trial period may be extended by the Employer for another three months for reasons outlined in writing to the employee, the Union and Human Resources.
- (b) If during the trial period, the employee is determined unable to fulfill the duties of the position, the employee will be removed from that position and the following will apply:
 - (i) If the employee was redeployed to a position at the same status, grade, and location, the employee may choose to:
 - 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.

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.
- (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.

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.

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 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.

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

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) 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
- (iv) 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 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.
- (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 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

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 23 *

SUPPLEMENTAL TRADESPERSONS – FACILITIES AND OPERATIONS

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

23.02 An employee hired under this Article may work for a maximum of 48 continuous months. Breaks in employment of four months or less are not counted towards the 48 continuous months nor do they break service.

Initial Implementation

The changes to this clause apply retrospectively for the purpose of identifying a service date. Supplemental Tradespersons, employed as of June 29, 2016, will have their most recent date of hire used to establish the start date of their current 48 month period. Supplemental Tradespersons returning with a four month or less break in employment will have their last date of rehire used to establish the start of the 48 months.

23.03 In the event of downsizing of the current complement of trades employees, this category of employee will not be used to replace members of the trades group affected by position disruption.

23.04 The Department will determine the duration of the employment period; and there is no obligation to hire or to provide a guarantee of employment at any time prior to, during or at the end of the appointment period.

23.05 At the time of his/her appointment, an employee will receive a written statement of his/her terms and conditions of employment, which will include:

- (a) the provision for payment of health and welfare benefits to the respective trade union, if applicable;
- (b) vacation and holiday pay as specified in the respective trade union contract.

23.06 An employee will be paid at least the rate of pay specified at Step 7 of the grade level for the appropriate trade job title, as referenced in Common Provisions Appendix A.

23.07 An employee will be considered an internal applicant for the purpose of clause 19.01.

23.08 If an employee is appointed to an auxiliary or regular position during his/her appointment or within four months of the end of his/her appointment, or if s/he returns to the University within four months of the end of an absence for maternity/parental purposes, all of the continuous time served with the Department as a journeyman or apprentice immediately prior to the appointment will:

- (a) count as service and all respective articles of this Agreement will then apply. In the case of service for an apprentice, continuous time means time worked at the University or time spent at school as part of the required apprenticeship training.
- (b) be applied toward his/her probation period.

To qualify for the provisions of this clause, the absence for maternity/parental purposes must directly follow 52 weeks or more of employment at the University of Alberta.

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

23.10 After 12 continuous months of employment, an employee may have access to HRDF funds as per Common Provisions Article 24 up to a maximum of \$500, providing the employee does not have access to funding for the same purpose elsewhere.

23.11 Common Provisions Article 14 (Dispute Resolution) will apply to an employee up to and including Step Three of the Grievance Procedure. An employee may only grieve the articles of this Agreement which apply to this employee category as specified in clause 2.06 and this Article.

23.12 An employee will be provided with the following working notice in the event of layoff:

- (a) one week working notice for more than three months but less than two years of service; or
- (b) two weeks working notice for more than two years of service.

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.

24.02 Out of Province Employees

Notwithstanding 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 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 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 Services will refer the matter for further discussion to the Director, HRCS, and the Union Designated Representative within ten days.
- (d) If agreement cannot be reached, NASA will refer the matter to adjudication within ten days of the meeting held pursuant to (c) above.
- (e) The adjudication panel will consist of a chairperson and two nominees. One nominee will be selected from the University community by each party on the basis of their relevant knowledge, qualifications and expertise. The nominees will select a chairperson from the University community. If they are unable to agree on a chairperson, an application will be made to the Minister of Labour to appoint a chairperson.

APPENDIX A *
MONTHLY GRANDFATHERED SALARIES

Salary Scales
Appendix A
Monthly Grandfathered Salaries

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

GRADE	35 HOUR WORK WEEK	37.5 HOUR WORK WEEK	40 HOUR WORK WEEK
8		3329.54	
10		3614.51	
14	4281.09		
15			
16			
17	4871.98		
19			5316.32
20			
21			
23			
24	6634.65		
27	7599.36		6636.58
30			
31			
33			

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

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

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

APPENDIX C

Seniority Units

The parties agree that the faculties and administrative portfolios listed below, and where identified, the departments/units within, each constitute separate and distinct Seniority Units.

These seniority units were current at the time of printing the 2016-2019 Collective Agreement. Seniority units may be amended during the life of the Collective Agreement in accordance with the provisions of clause 12.04. An up-to-date Seniority Unit listing can be found on both the University's Human Resources website (www.hrs.ualberta.ca) and the NASA website (www.nasa.ualberta.ca).

Augustana Faculty

(Does not include Augustana Library, Student Services, Bookstores, Residences, Food Services, Facilities & Operations, UAPS)

Agricultural, Life and Environmental Sciences, Faculty of

Office of the Dean
Agriculture, Food and Nutritional Sciences
Devonian Botanic Garden
Human Ecology
Renewable Resources
Resource Economics and Environmental Sociology

Arts, Faculty of

Office of the Dean
Anthropology
Art and Design
Art Store
Drama
East Asian Studies
Economics
English and Film Studies
History and Classics
Arts Resource Centre
Linguistics
Modern Languages and Cultural Studies
Music
Philosophy
Political Science
Psychology
Sociology
Undergraduate Student Services
Women's Studies

Office of Interdisciplinary Studies
Community Service Learning

Audit & Analysis

Internal Audit Services
Office of Safe Disclosure and Human Rights
Strategic Analysis

Business, Alberta School of

Campus Saint-Jean

Dean of Students, Office of

Aboriginal Student Services Centre
Augustana Student Services
Career Centre
Student Success Centre
 Learning Resources/Writing Resources
 Math and Applied Science Centre
 Student Accessibility Services
University Health Centre
 Counselling and Clinical Services
 Sexual Assault Centre

Education, Faculty of

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

Engineering, Faculty of

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

Extension, Faculty of

Information Services and Technology
Application Development
Client Support and Service Management
Enterprise Applications
Finance and Administration
Infrastructure Operations and Security
Learning Management Services
Project Management Office
Relationship Management
Server and Application Hosting

Graduate Studies and Research, Faculty of
Law, Faculty of
Office of the Dean

Learning Services
Office of Learning Services
Museums and Collections Services
University Bookstore
University Bookstore - Augustana
University Libraries
University Libraries - Augustana
University Press

Medicine and Dentistry, Faculty of
Office of the Dean
Anaesthesiology and Pain Medicine
Anatomy
Biochemistry
Biomedical Engineering
Cell Biology
Critical Care Medicine
Dentistry and Dental Hygiene
Family Medicine
Health Sciences Laboratory Animal Services
Laboratory Medicine and Pathology
Medical Genetics
Medical Microbiology and Immunology
Medicine
Obstetrics and Gynaecology
Office of Education
Office of Research
Oncology
Ophthalmology
Pediatrics
Pharmacology

Physiology
Psychiatry
Radiology and Diagnostic Imaging
Studies in Medical Education
Surgery
Undergraduate Medical Education

Native Studies, School of

Nursing, Faculty of

Pharmacy and Pharmaceutical Sciences, Faculty of

Physical Education and Recreation, Faculty of
Office of the Dean/Academic Programs
Athletics
Campus and Community Recreation

President, Office of
University Counsel
University Governance

Provost and Vice-President (Academic)
Office of the Provost and Vice-President (Academic)
Centre for Teaching and Learning
Health Sciences Council
Office of the Registrar and Student Awards
University Bursaries and Emergency Funding
University of Alberta International

Public Health, School of

Rehabilitation Medicine, Faculty of
Glen Sather Sports Medicine Clinic

Science, Faculty of
Office of the Dean
Biological Sciences
Bioscience Animal Services
Chemistry
Computing Science
Earth and Atmospheric Sciences
Killam Chair No.2
Mathematical and Statistical Sciences
Physics

Vice-President (Advancement)

Advancement
Alumni Affairs

Vice-President (University Relations)

Office of the Vice-President
Calgary Centre
Community Relations
Government & Corporate Relations
Marketing and Communications
Senate

Vice-President (Research)

Office of the Vice-President (Research)
Canadian Circumpolar Institute
Canadian Institute of Ukrainian Studies
Research Ethics Office
Research Services Office
Slowpoke Reactor II
TEC Edmonton

Vice Provost & AVP (Human Resources)

Office of the Vice-Provost and AVP Human Resources
Human Resources Consulting Services
HR Operations

Vice-President (Finance and Administration)

Office of the Vice-President (Finance and Administration)
Financial Services
Risk Management
University of Alberta Protective Services (UAPS)
Emergency Management
Environmental Health and Safety
Insurance and Risk Assessment
Resource Planning
Policy Standards Office
Supply Management Services

Vice-President (Facilities and Operations)

Office of the Vice-President (Facilities and Operations)
Administrative Services

Ancillary Services

- Hospitality Services
- Information Technology
- ONECard Services
- Parking Services
- Real Estate Services
- Residence Services

Communications

Finance

Human Resources

Office of Sustainability

Operations and Maintenance

- Augustana

- Buildings and Grounds

- Energy Management and Sustainable Operations

- Operations and Controls

- Trades

Planning and Project Delivery

- Design and Technical Services

- Office of the University Architect

- Project Management Office

Utilities

APPENDIX D
Letter of Understanding
Contracting Out

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

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

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

APPENDIX E

Letter of Understanding

Salary Treatment – Class III Steam Engineers

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

In addition to the regular performance increments outlined in Common Provisions Article 8 (Performance Reviews and Increments), employees are entitled to an additional single increment six months after each performance review is due.

APPENDIX F

Letter of Understanding

Continuous Operations – Pay on December 26

Employees working in a continuous operation (i.e., 24 hours a day/seven days a week) and who work on December 26 will be paid double time (two times their regular rate of pay) and a lieu day as provided for in clause 14.01 (e) (Winter Closure).

APPENDIX G

Letter of Understanding

Re: Regular Employees with Concurrent Non-Regular Employment

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

This Appendix takes effect August 1, 2009.

APPENDIX H
Letter of Understanding

Student Exclusions

The parties agree that the following student employees are excluded from the bargaining unit:

Area	Exclusion
All Departments	Markers, Tutors, and TAs working in their own field of study; Student Callers working within their own faculty; Interns, Co-Op Students and Practicums; Peer Educators
PE and Recreation	Regular and Intramural Sports Officials including Technical Managers, Umpires, Judges, Clinicians, Field Marshals, Timekeepers, Activity Supervisors, Scorekeepers, Linesmen, Minor Officials, Recreation Facilitators, Mascots
Ancillary Services	Food Ombudsman, Furniture Bank Coordinator, HUB and Lister Discipline Administrators, Association of College and University Housing Officer, Block Rep, Clothing Bank Coordinator, Community Service Coordinator, Floor Coordinators, Hall Vice-Presidents, Food Co-Op Coordinators, Summer Fun Programmer, Resident Assistants
Augustana	Resident Assistants, Hall Coordinators, Student Chaplain, Accompanists, Set Builders, Art Assistants, Front-of-House, Ushers, Poster Hangers, Weightroom Supervisors, Off-Court Officials, Off-Ice Officials, Gymnasium Supervisors, Team Manager, Student Trainer, Assistant Coaches
Arts	House Managing, Stage Managing, Ticket Seller and Ticket Taker

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

Principles:

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

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

Process for Considering Further Exclusions

- (a) Human Resource Services will advise NASA by providing the following information: the job title, the number of students affected, how pay is rendered, and the principles that apply to the exclusion.
- (b) If it deems it necessary, NASA will arrange a meeting with the department and Human Resource 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 Services will refer the matter for further discussion to the Director of 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.
- (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 Minister of Labour to appoint a chairperson.

APPENDIX I

Vacation Hourly Formula Rates

Formula:
$$\frac{\text{Vacation Day per Year}^a \times \text{Job Hours per Day}^b}{260 \text{ day per Year} \times \text{Job Hours per Day}^b}$$

Vacation Days per Year^a

Hours per Day ^b	15	20	25	30
7	0.057692	0.076923	0.096154	0.115385
7.5	0.057692	0.076923	0.096154	0.115385
8	0.057692	0.076923	0.096154	0.115385

Yearly Entitlements Calculated from Hourly Accrual Rate

Hourly Accrual Rate

Hours per Day	Hours per Year	0.057692	0.076923	0.096154	0.115385
7	1820	15.00	20.00	25.00	30.00
7.5	1950	15.00	20.00	25.00	30.00
8	2080	15.00	20.00	25.00	30.00

Example:

Employee earning 15 days vacation per year in month of July 2013

	# Working Days	Hours per Day		
		7	7.5	8
July 1 - 15, 2013	11	4.442284	4.759590	5.076896
July 16 – 31, 2013	12	4.846128	5.192280	5.538432
	Hours Earned	9.288412	9.951870	10.615328
	Days Earned	1.33	1.33	1.33

APPENDIX J **

Letter of Understanding

Trades Employees – Facilities & Operations

The parties agree that there will be an annual review of the number of tradespeople employed as regular employees and the number of tradespeople employed as supplemental tradespersons with Facilities and Operations. In addition, the dollar value and number of projects that occurred in the previous year as well as the known projected value and number of projects for the coming year(s) will be reviewed.

This review will be conducted at Labour/Management in accordance with the terms of Article 7 (Common Provisions).