

*Labour Canada*

This Agreement made this 24 day of JUNE, 1992

SOURCE	Union		
EFF.	92	04	01
TERM.	94	03	31
No. OF EMPLOYEES	409		
NOMBRE D'EMPLOYÉS	80		

BETWEEN

The Governors of The University of Lethbridge, a body corporate operating The University of Lethbridge (hereinafter called "the Board").

OF THE FIRST PART

AND

The Alberta Union of Provincial Employees (hereinafter called "the Union").

OF THE SECOND PART

WHEREAS, The Public Service Employee Relations Act, S.A. **1977 C.40**, (hereinafter called the "Act") applies to The University of Lethbridge (hereinafter called the "University") and the support staff of the University;

AND WHEREAS, pursuant to the provisions of the said Act the Union has the right to negotiate on behalf of the Board's said Employees; except those excluded under the provisions of Clause **1.01 (f)** of this Agreement and any group subsequently opting out under the provisions of the Act;

AND WHEREAS, the parties are mutually desirous of entering into an Agreement as defined in said Act containing provisions with reference to rates of pay, hours of **work** and other terms or conditions of employment and providing a procedure for the consideration of grievances and the settlement of disputes;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the premises the parties hereto mutually covenant and agree with each other as follows:

ENTERED

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## Article 1

### Interpretation

1.01 In this Agreement, unless the context otherwise requires:

- (a) “Union” means The Alberta Union of Provincial Employees or Local 53 of the Union, whichever may be applicable,
- (b) “Board” means The Governors of The University of Lethbridge,
- (c) “Local” means Local 53 of The Alberta Union of Provincial Employees,
- (d) **“Director of Human Resources” means Director of Human Resources of The University of Lethbridge,**
- (e) “Member” means an Employee of the University who is included in the Collective Bargaining Agreement and who is a member of the Union,
- (f) “Employee” means all of the support *staff* of The University of Lethbridge except persons designated by the Board as employed in the following positions:
  - (i) Administrative and professional positions which are accorded management status.
  - (ii) Positions having major supervisory responsibilities for the operation of a particular department or a supervisory position within a department.
  - (iii) Positions which are of a confidential nature with respect to labour relations.
  - (iv) Positions which are designated as student jobs. However, where students are employed in a classification covered by this agreement they shall be deemed to be employees under this agreement.
  - (v) Positions in which incumbents are paid from funds which are held in trust by the University.
  - (vi) **Positions in which persons are employed under special or cost shared programs subsidized in whole or in part by the Provincial and/or Federal Government(s), provided they shall not replace bargaining unit employees and do not affect the employment security of existing Regular and Sessional Employees.**

When the Board proposes to exclude a new or existing classification, or position within a classification from the Bargaining Unit under the terms of (i), (ii) or (iii) above, it shall advise a Union Officer giving the reasons, in writing, for such exclusion before the exclusion is to take effect. Should the Union object to the exclusion within fourteen **(14)** days of receipt of the proposal, the exclusion shall not take place until settlement is reached pursuant to Article 12, Grievance Procedure, commencing at Step 2.

- (g) “Probationary Employee\*\* means an Employee occupying an established position, who during his initial period of employment is serving a probationary period **as** defined in Article 3.
- (h) “Temporary Employee\*\* means an Employee who is appointed to a position having an established work schedule of limited duration of no **less** than two **(2)** consecutive months up to a maximum of nine (9) months.

Notwithstanding the above no maximum period of employment shall apply to a Temporary Employee engaged **to** replace an Employee absent from work due to illness or long **term** disability including absences covered under Workers’ Compensation and due to **a leave** of absence under Article 24 - **Maternity Leave** or Article 27 - Leave of Absence, or who is hired **as** an apprentice.

- (i) “Sessional Employee\*\* means an Employee who has successfully completed a probationary period and who occupies an established position for **a** specific portion of the year approximately coinciding with the sessional periods established by The University calendar.
- (j) “Regular Employee\*\* means an Employee who has successfully completed a probationary period and who occupies an established position, the duties of which are of a continuous nature of indefinite extent.
- (k) “Project Employee” means an Employee who has successfully completed **a** probationary period and who occupies **a** project position that is established in addition to the normal complement of regular positions and is for **a** specific period of time that is not less than nine **(9)** months but does not exceed **forty-eight (48)** months.
- (l) “**Casual** Employee” means an Employee who is not defined in any of the above definitions.
- (m) “Full-Time Employee\*\* means an Employee who normally works the full number of scheduled hours in the year.
- (n) “Part-Time Employee” means an Employee who is required to work less than the full scheduled number of hours per day or per week or less than the full scheduled number of days per week or per month, but who works not less than half the full scheduled number of hours per week. Where two Employees are employed in a ‘job-share\*position **as** part-time Employees, the schedule of hours of work may be adjusted in a fashion that will result in each Employee working the required “half the full scheduled number of hours per **week**” over a two **(2)**

week period, provided each such Employee works a minimum of two (2) full-time days each week. Employees working on this schedule will receive their benefits prorata.

- (o) "Employment Year" begins with the date of employment and continues for one (1) full **year** thereafter unless the date of employment is changed by the operation of the terms of this Agreement.
- (p) "~~Work~~ day" means any day on which **an** Employee is expected to be at his place of employment.

**1.02** .Wherever a masculine word is used in this Agreement it shall include the feminine intent.

## Article 2

### Application of Agreement

Except as otherwise provided in this Agreement, the application of the terms and conditions of the Agreement is as follows:

- 2.01** Regular Full-Time Employees and Sessional Full-Time Employees shall be granted all the terms and conditions of this Agreement, however, the terms and conditions of this Agreement only apply to Sessional Employees during the sessional period(s) of employment. Notwithstanding the foregoing Sessional Employees are eligible for the provisions of Article **40.03** during the period(s) they are not employed by the Board.
- 2.02** Part-Time Employees shall be granted, on a pro-rata basis, all the terms and conditions of this Agreement which are applicable.
- 2.03** Project Employees shall be granted all the terms and conditions of this Agreement, except that the following Articles shall be modified as follows:
- (i) Article **31** Position Abolishment does not apply with respect to the termination of employment at the end of the specific period of employment.
  - (ii) Article **36** General Illness - Benefits payable under the provisions of this Article shall cease at the end of the specific period of employment.
  - (iii) Article **38** L.T.D.I. - Benefits payable under the provisions of this Article shall cease at the end of the specific period of employment.
- 2.04** Probationary Employees shall be granted all the terms and conditions of this Agreement, except that the following Articles shall not apply:
- (i) Article 30 Seniority
  - (ii) Article 31 Position Abolishment
  - (iii) Article **34** Rights on Transfer
  - (iv) Article 36 General Illness
  - (v) Article 38 L.T.D.I.
  - (vi) Article **40** Dental Plan
  - (vii) Article **41** University Courses
  - (viii) Article **43** Staff Development

**2.05** Temporary and Casual Employees shall be granted all the terms and conditions of this Agreement, except that the following Articles shall not apply:

- |            |               |                   |  |
|------------|---------------|-------------------|--|
| <b>(a)</b> | <b>(i)</b>    | Article 3         | Probationary Periods                               |
|            | <b>(ii)</b>   | <b>Article 22</b> | <b>W.C.B. Supplement - (Casual Employees only)</b> |
|            | <b>(iii)</b>  | Article <b>24</b> | Maternity Leave                                    |
|            | <b>(iv)</b>   | Article 25        | Military Leave                                     |
|            | <b>(v)</b>    | Article 26        | Special Leave                                      |
|            | <b>(vi)</b>   | Article 30        | Seniority  |
|            | <b>(vii)</b>  | Article <b>31</b> | Position Abolishment                               |
|            | <b>(viii)</b> | Article <b>34</b> | Rights on Transfer                                 |
|            | <b>(ix)</b>   | Article 35        | Casual Illness                                     |
|            | <b>(x)</b>    | Article 36        | General Illness                                    |
|            | <b>(xi)</b>   | Article <b>38</b> | L.T.D.I.   |
|            | <b>(xii)</b>  | Article 39        | Group Life Insurance                               |
|            | <b>(xiii)</b> | Article 40        | Health Plan Benefits                               |
|            | <b>(xiv)</b>  | Article <b>41</b> | University Courses                                 |
|            | <b>(xv)</b>   | Article <b>43</b> | Staff Development                                  |
|            | <b>(xvi)</b>  | Article 50        | Salary Increases                                   |
- (b)**
- (i)** Temporary Full-Time Employees who are employed on a continuous basis in excess of **six (6)** months shall receive two percent (2%) of their salary in lieu of benefits listed in Subclause 2.05(a).
- The foregoing shall **only** apply to that period of employment in excess of six (6) months **and** shall be paid to the Employee monthly.
- (ii)** Temporary Full-Time Employees who are employed **as** Apprentices or **as** L.T.D.I. replacements on a continuous basis in excess of six (6) months shall be entitled to the provisions of Article 35 Casual Illness, following completion of **six (6) months**.

following completion of **six** (6) months,

- (c) Notwithstanding the generality of the foregoing, the following shall govern:
- (i) Temporary Employees paid on the regular monthly basis shall be paid six percent (6%) of regular earnings in addition to earned salary, upon termination of employment in lieu of the requirements of Article 29 (Vacations).
  - (ii) Temporary and Casual Employees paid on a basis less than monthly shall be paid **six** percent (6%) of regular earnings in addition to earned salary, on each pay period, in lieu of the requirements of Article 29 (Vacations).
  - (iii) The Board will provide two **(2)** weeks notice to a Temporary Employee whose position is terminated prior to a previously scheduled termination date. Such notice shall not apply to an Employee employed in a temporary position who is covering off for an Employee who is absent due to ill health or disability.



## Article 3

### Probationary Periods

- 3.01** (a) The probationary appointment of an Employee to an established position shall be six (6) months except that the probationary period shall be nine (9) months for the following classifications:
- Administrative/Program Assistant II
  - Accounting Assistant
  - Project Technician
  - Senior Theatre Technician
- (b) A probationary Employee who is absent **from** work for any reason for a period of five (5) consecutive work days or longer will have his probationary period extended by the same amount of time **as** the period(s) of absence.
- (c) The period of probation may be extended by written agreement of the Union and the Board.
- (d) The employment of a Probationary Employee may be terminated at **any** time during the probationary period.
- 3.02** If a Temporary Employee is transferred to **an** established position, his probationary period shall be reduced by the number of months of continuous service that he completed in the same position **as** a Temporary Employee. If he is transferred to a different position from that which he held **as** a Temporary Employee, his probationary period shall be reduced by the number of months of continuous service that he completed **as** a Temporary Employee to a maximum of one-half (1/2) of the probationary period.
- 3.03** A new Employee upon successful completion of his probationary period shall receive **a** five percent (5%) increment on the **1st** of the month following completion of his probationary period. Such increment shall be based on the Employee's regular salary in effect on the last day of the probation period.

## Article 4

### Union Recognition

- 4.01** The Board recognizes the Union as the exclusive bargaining agent for all Employees covered by this Agreement. The Board shall not recognize any Employee, group of Employees or Union Local as representing the Union; nor shall the Board enter into any separate agreement with such Employee(s) or Union Local which is at variance with the terms or conditions of employment contained in this Agreement without the prior written approval of the Union.
- 4.02** The parties agree that there shall be no discrimination or coercion exercised or practised with respect to any Employee for reason of membership or lawful activity in the Union.
- 4.03** An Employee shall have the right to wear or display the recognized insignia of the Union, however no such insignia larger than a lapel pin shall be worn on issue clothing, nor shall such an insignia be displayed on the Board equipment or facilities.
- 4.04** The terms of this Agreement shall apply to all support staff of the University except those excluded pursuant to Sub-clause 1.01 (f) thereof.

## **Article 5**

### **Management Rights**

**5.01** All matters not specifically covered by the provisions of this Agreement will be dealt with at the sole discretion of the Board.

## **Article 6**

### **Legislation and the Collective Agreement**

- 6.01** In the event that any law passed by the Government of Alberta renders null and void, or alters **any** provision of this Agreement, the remaining provisions shall remain in effect for the term of the Agreement and the parties hereto shall negotiate a satisfactory provision to be substituted for the provision rendered null and void, or altered.
- 6.02** The Board from time to time may issue regulations and directives. Such regulations **and** directives shall not be inconsistent with the requirements of this Collective Agreement.

## **Article 7**

### **Union Membership and ~~Dues~~ Check-off**

- 7.01** All Employees covered by this Agreement shall become members of the Union **as** a condition of employment.
- Notwithstanding the foregoing, Employees currently employed by the Board, who have previously opted out of membership in the Union, shall not be compelled to join.
- 7.02** The Board agrees to deduct Union dues monthly from the pay cheques of all Employees covered by this Agreement.
- 7.03** The Board shall remit the Union dues that have been deducted from the pay of the ~~Employees~~ to the Union by the first working day ~~after~~ the fifteenth **(15th)** calendar day, in the following month. Where an accounting adjustment is necessary to correct an over or under payment of dues, it shall be effected in the succeeding month. The deductions remitted shall be accompanied by particulars identifying each Employee in a printed form **and** on a magnetic file (tape or disc) showing the name of the Employee, address, starting date, number, classification, the amount of dues deducted and his basic monthly salary.
- 7.04** The Union **shall** advise the Board, in writing, of any change in the amount of dues to be deducted from the Employees covered by this Agreement. Such notice shall be communicated to the Board at least thirty (30) days prior to the effective date of the change.
- 7.05** Notwithstanding anything to the contrary in this Agreement **no** Employee shall be dismissed from the service of the Board by virtue solely of rejection of membership by the Union.

## **Article 8**

### **Union Stewards**

**8.01** The Board will recognize Union Stewards appointed by the Union for those purposes outlined in **this** Agreement; such recognition shall be extended to a maximum of **twelve (12)** in number.

The Union shall identify and submit the names of the Employees so appointed.

**8.02** The Board recognizes the Union Steward **as** an Official Representative of the Union.

**8.03** For the **purposes** of this Article a Union Steward's duties shall consist of representing or assisting in representing members with respect to the interpretation of any of the provisions of this Agreement.

## Article 9

### Time Off for Union Business

**9.01** Time off without loss of regular earnings will be granted to Employees on the following basis:

- (a) When acting **as** members of the negotiating committee during negotiations with the Board for renewal of the Collective Agreement and shall not exceed three (3) in number. This shall apply to preparations on the particular day assigned ~~to~~ negotiations, or on the afternoon of the day preceding negotiations.
- (b) When involved in discussions related to the processing of grievances pursuant ~~to~~ the Grievance Procedure **as** outlined in this Agreement, at no time shall the number of Employees involved exceed three (3) in number.
- (c) Local Officers and designated representatives, not to exceed four (4) in total, ~~for~~ time spent meeting with representatives of the Board pursuant to Article 11 (Joint Consultation).
- (d) Union Stewards for reasonable time to satisfactorily conduct their duties **as** required by this Agreement.

**9.02** Time off, without pay, shall be granted to members of the Union who:

- (a) are elected, **as** delegates, to attend the Annual Convention of The Alberta Union of Provincial Employees.
- (b) are designated **as** delegates representing **the** Union at conventions, conferences and workshops of other employee organizations.
- (c) are members of the Local Bargaining Committee not exceeding seven (7) in number for time spent in preparation for negotiations. A maximum of twenty-one (21) man days in a year in which negotiations are conducted shall apply and shall not exceed seven (7) man days at any one time.
- (d) are elected to the Union Executive Committee to attend scheduled meetings of the Committee, this shall be limited to two (2) members at any one time.
- (e) are elected to the Provincial Executive of the Union to attend the Union's general meetings, this shall be limited to two (2) in number at any one time.
- (f) are members of the Provincial Executive who serve on the following Provincial Executive Standing Committees to attend regular committee meetings normally held once every two (2) months.
  - (i) Union Bargaining Committee,
  - (ii) Finance Committee,

- (iii) Legislative Committee,
- (iv) Membership Services Committee,
- (v) Health & Safety Committee,**
- (vi) **Committee on Political Action**

- 9.03** In all of the foregoing provisions the Board shall grant the required time off provided that five **(5)** work days notice is given prior to the designated day(s) off. If the Employee is unable to give the required notice, or where the absence of the Employee will cause a serious disruption of work or other difficulty the Board may refuse the leave. **Upon receipt of the notice, the Board shall provide the Employee with a response within three (3) working days, where possible. In the event that the leave is denied, the Board shall inform the Employee in writing.**
- 9.04** To facilitate the administration of Clause 9.02 the Board will grant the leave of absence with pay **and** invoice the Union for **the** Employee's salary or for the replacement salary **costs**, whichever **is** greater.
- 9.05** **No** Employee shall conduct any Union business during working hours other than that provided for in this Agreement, unless authorized by the Board.



## Article 10

### Union Meetings and Notices

- 10.01** Upon forty-eight **(48)** hours written notice to the **Director of Human Resources**, permission may be granted to hold regular or special meetings of the Local on the Campus at times outside of scheduled working hours. Such permission will not be unreasonably withheld.
- 10.02** The Board shall provide bulletin board space for use of the Union at locations on the Board's premises which are accessible to Employees. Sites of the bulletin boards shall be **mutually** determined by the Board and the Union. Bulletin board space shall be **used** for the posting of job opportunities pursuant to Article **32** and Union information **directed** to its Members, which information shall be subject to clearance by the Director of **Human Resources**.

## Article 11

### Joint Consultation

- 11.01** A joint Union/Management committee shall meet at the request of either party for the purpose of promoting and maintaining harmonious relationships through discussions of matters of concern.
- 11.02** The joint committee shall consist of no more than four **(4)** representatives from the Union and Board respectively other than **by** mutual consent.
- 11.03** These joint meetings shall be arranged through the Director of Human Resources.
- 11.04** The provisions hereof shall not relate to the settlement of grievances, the procedure for which is outlined in Article 12 (Settlement of Grievances).

## Article 12

### Settlement of Grievances

**12.01** In the event that a difference arises between the parties hereto or any person bound by this agreement regarding:

- (i) alleged unjust treatment or discriminations;
- (ii) alleged unfair working conditions;
- (iii) alleged sexual harassment;
- (iv) the dismissal of a Casual, Temporary or Probationary Employee;
- (v) any disciplinary action involving a financial penalty other than described in (iv) above;
- (vi) the suspension, or dismissal of a Regular or Sessional Employee without just cause;
- (vii) the application, interpretation, operation or any alleged violation of this agreement;

the alleged difference must be dealt with progressively in the following manner without stoppage of work or refusal to perform work except as provided pursuant to the Occupational Health and Safety Act in respect of an imminent danger to the health or safety of the Employee.

Differences concerning matters referred to in **12.01**, (i), (ii), (iii) and (iv) above shall not be submitted to adjudication.

Differences concerning matters referred to in 12.01 (iv) and (vi) may be submitted as a grievance directly at Step II and differences concerning matters referred to in **12.01** (iii) may be submitted as a grievance directly to Step III (a) provided that the grievance is submitted, in writing, within ten (10) work days from the date upon which the subject of the grievance occurred or the time the Employee first became aware of the subject of the grievance.

### Sexual Harassment

1. It is agreed between the parties that there is an obligation and desire to eliminate any and all sexual harassment in the workplace. This obligation applies equally to the Board, the Union and all employees.
2. **An** employee who wishes to lay a complaint of alleged sexual harassment shall first follow the procedure contained in the University Ethical Behaviour Policy.
3. Alleged failure by any party to deal with a sexual harassment complaint may be the subject of a grievance, in which event it shall be submitted in writing directly to **STEP III** (a) within ten **(10)** work days from the date of such alleged failure. This failure will be deemed to have occurred following ten **(10)** work days from the time the parties are informed of the results of the mediation process contained within the Ethical Behaviour Policy.

4. Within the provisions of **STEP III** (a) The Vice-president (Administration) may refer the complaint to another member of the University Senior Administration **as** he deems appropriate, to **hear** the complaint.

## 12.02

### Informal Discussion

Within ten **(10)** work days from the date of the incident prompting the difference, or the date the Employee could be expected to have been aware of the incident, the Employee shall discuss the matter with his immediate supervisor with a view to resolving it.

A Union Steward, at the request of the Employee, may accompany and assist the Employee at this step.

#### Step I

If the difference is not resolved in the informal discussion, it becomes a grievance provided that it is reduced to writing specifying the complete and full statement of the ~~difference~~ pursuant to clause **12.01** and the particular relief requested on behalf of the grievor. The grievance must be signed by the Employee and submitted to the Human Resources Department and the senior supervisor within ten (10) work days ~~from~~ the date of the informal discussion. The decision of the senior supervisor shall be issued to the Employee, in writing, within five **(5)** work days of receipt of the written grievance. At the request of either party, a meeting shall be held at this Step.

#### Step II

If no settlement is reached in Step I, a request for a meeting shall be submitted to the Human Resources Department within ten **(10)** work days of the receipt of the written decision from Step I. A meeting shall be arranged between the immediate supervisor, the senior supervisor, the Director of Human Resources, a representative of the Grievance Committee, the Employee concerned and a Union Staff member within fifteen **(15)** work days of the Step I decision.

The Director of Human Resources shall issue the Board's decision in writing to the Employee and the **Local** within five **(5)** work days of the meeting.

#### Step III

- (a) If it is a grievance **as** defined in 12.01 (i), (ii), (iii) or (iv), to the Vice-President (Administration) within ten **(10)** work days **of** the issuance of the Board's decision in **STEP II**. A meeting shall be arranged between the Vice President (Administration), the Director, the affected Employee, and Union representatives not to exceed two in number, the **Vice-President** shall issue his decision in writing within twenty **(20)** work days of the meeting and his decision shall be final and binding upon the Board, the Employee and the Union. The Vice-president shall be bound by the provisions of the Collective Agreement.

- (b) If it is a grievance **as** defined in **12.01** (v), (vi) or (vii) and the Employee has the approval of the Grievance Committee, to adjudication **as** provided in the **Act**. Where either party requests that a grievance be submitted to adjudication, the request shall be submitted to the other party in writing within fifteen **(15)** work days of the meeting provided in Step II of this procedure.

- 12.03** Both the Union and the Board shall have the right to process **as** policy grievances items which may arise regarding interpretation, application, operation or alleged violation of this Agreement through the above mentioned procedures commencing with Step II, provided that the grievance is submitted in writing, within ten **(10)** work days from the incident prompting the grievance.
- 12.04** Either party may request an extension of the time limits mentioned above provided that such extension is requested prior to the expiry of the time allowed. Where such extension is requested, it may not be denied unreasonably.
- 12.05** When the postal service is used **to** process a grievance all correspondence between the parties **to** the grievance or their representatives shall be by double registered mail. **When** a grievance or reply is delivered by hand the date of delivery shall be deemed to be the date submitted.
- 12.06** When a grievance is processed by double registered mail, the grievance shall be deemed **to** have been submitted **on** the day on which it was registered by the grieving party. Similarly, a written reply to a grievance shall be deemed to have been submitted on the date on which the letter containing the reply was registered.
- 12.07** In the event the initiator of the grievance fails to follow the procedure and time limits established in the steps of the Grievance Procedure, the grievance shall be deemed to be abandoned.
- 12.08** When the recipient of the grievance fails to respond within the time limits prescribed in the Grievance Procedure, the grievance shall advance to the next step of the Grievance Procedure.
- 12.09** An adjudication board shall have no power to add to, subtract from, modify or amend the provisions or terms of this Agreement.
- 12.10** **An** adjudication board shall expressly confine itself in its award to the **precise** issue submitted to the Board and shall have no authority to make a decision on any other issue not submitted.

## Article 13

### Personal ~~Files~~ and Discipline

- 13.01** When an Employee is disciplined and the discipline is to be a matter of record in the Employee's file, that Employee shall be informed in writing ~~as~~ to the ~~reason(s)~~ for such discipline.
- 13.02** An Employee who is to be interviewed on any disciplinary action that is ~~to~~ be a matter of record in the Employee's file shall be notified of the time and place of the interview. The Employee may be accompanied by a Union Representative or Union Steward at such interview.
- 13.03** Access to an Employee's Official Personal File shall be provided to the Employee or his authorized representative, provided such authorization is given in writing, upon request and within a reasonable time once in every year and in the event of a grievance. He may request a representative of the Union ~~to~~ be present at the time of such examination.
- 13.04** An Employee who has been subjected to disciplinary action may, after thirty-six ~~(36)~~ months from the date the disciplinary action was invoked, request that his personal file be purged of any record of the disciplinary action. Such request will be granted providing:
- (a) the Employee's file does not contain any further record of disciplinary action during that thirty-six ~~(36) months~~ period, and/or,
  - (b) a disciplinary suspension or dismissal is not the subject of ~~an~~ unresolved grievance.
- 13.05** An Employee shall receive a ~~copy~~ of any document regarding his work performance that is to be placed in the Employee's file.
- 13.06** The personal file referred to in this Article is the personal file which is maintained by the Human Resources Department.

## Article 14

### Terms of Employment

**14.0** It is agreed that:

- (a) applicable pay schedules **as** set out in Schedule 'A' hereto, and
- (b)** working conditions, **as** provided herein,

shall not be changed after the effective date hereof except by mutual agreement of the Parties to this Agreement. Such change or amendment shall be expressed in writing and signed by authorized representatives of the Parties.

**14.02** Temporary Employees (whose term of employment is in excess of **six** (6) months) and all Probationary Employees shall be provided with a letter of appointment outlining rate of pay, classification, minimum hours of **work**, length of employment, where possible, and if applicable, their benefit entitlements, a **copy of the collective agreement, and the name of the Union Steward in their area.**

## Article 15

### New or Altered Classification

- 15.01** The Board may alter and/or establish classifications and set salary scales related thereto during the term of this agreement provided, however, in such an event the Board shall notify the Union of such alterations and/or new classifications and the proposed compensation related thereto.
- 15.02** If after consultation with the Board, the Union objects to the proposed compensation, the Union shall serve written notice on the Board within fifteen **(15)** work days of the date the Union received the notice referred to above, of the Union's intention to have the proposed compensation determined by consensual arbitration board which shall be established in accordance with the following procedure:
- (a) The Union shall notify the Board of the intention of the Union to refer the matter to arbitration, together with the name of its' nominee.
  - (b) Within ten **(10)** calendar days of receipt of such notice, the Board shall notify the Union of the name of its' nominee.
  - (c) The nominees shall attempt to agree upon the appointment of a Chairperson but upon failing to do so following reasonable attempts shall request the Minister of Labour to appoint a Chairperson.
  - (d) The parties shall bear the cost of the appointment of their respective nominees and shall equally bear the cost of the appointment of the Chairperson.
- 15.03** In the event the Union fails to process the matter within the time limits specified in Clause 15.02, the matter will be deemed to be abandoned. However, time limits under this Article may be extended by mutual agreement between the parties provided such agreement is in writing.
- 15.04** The Board may from time to time, review the Classification Plan and the allocation of positions under it, and:
- (a) may propose that the Plan be amended by adding or abolishing classes or by revising classification specifications or standards, and
  - (b) shall allocate each position to an established class.
- 15.05**
- (a) When a change is made in the assignment of duties and responsibilities which significantly alters any position referred to in Clause **15.04** in any department, the Department Head shall notify the Director of Human Resources.
  - (b) The Director of Human Resources shall review the change and notify the Department Head in writing of his decision respecting the allocation of the



position.

- 15.06 (a) An Employee may request in writing to the Department Head that the allocation of his position be reviewed if the Employee considers that his duties have materially changed since the allocation of that position or since the previous review, provided that six months have elapsed since the allocation of that position or since the previous review, **as** the case may be.
- (b) Within thirty (30) calendar days of receipt of the request of 15.06 (a), the Department Head shall notify the Employee in writing whether or not he agrees to conduct a review **as** requested by **an** Employee under (a) above.
- (c) If the Department Head undertakes a review requested by an Employee under (a) above, the Department Head shall notify the **Director of Human Resources** in writing that the allocation of the position should be reviewed.
- (d) If the Department Head refuses to support the request of **an** Employee, or in any event within thirty (30) days of the date the Department Head received the request of 15.06 (a), the Employee may refer the request to the **Director of Human Resources** in which case the **Director of Human Resources** shall review the allocation of the position.
- (e) The **Director of Human Resources** shall notify the Department Head and the Employee of his decision in writing and shall process all requests expeditiously. Where circumstances indicate the employee will not be notified of the decision within ninety (90) calendar days from the date of receipt, the employee will be advised in writing with reasons for the delay.

15.07 An appeal to a Classification Appeal Board under this Article shall be made in writing within twenty-one (21) calendar days after the receipt by the Employee of the decision of the **Director of Human Resources**, and if the Employee fails to comply with that time limit, he shall be considered to have abandoned the right to appeal the allocation decision.

- 15.08 (a) Each appeal against the allocation of a position to a class in the bargaining unit shall be considered by a Classification Appeal Board consisting of:
  - (i) the Chairperson,
  - (ii) one member selected by the Board,
  - (iii) one member selected by the Union.
- (b) The Parties shall attempt to agree upon the appointment of a Chairperson but upon failing to do **so** following reasonable attempts shall request the Minister of Labour to appoint a Chairperson.
- (c) **A** majority decision of the Classification Appeal Board shall be final **and**

binding on all parties to the appeal and shall be given in writing to the appellant, the Department Head and the Director of **Human Resources**.

- 15.09** The Classification Appeal Board, in making its decision, shall not have regard to
- (a) the Employee's qualifications except that the Classification Appeal Board shall not allocate a position to a classification for which the Employee does not possess the mandatory academic qualifications, or
  - (b) pay considerations, or
  - (c) duties performed in a growth class,
- nor may the Classification Appeal Board add to, detract from or modify the existing classification specifications, standards or Plan but shall grant or deny the appeal **as** submitted.
- 15.10** The Classification Appeal Board in making its decision shall take into consideration a comparison of the total duties of the position under appeal with
- (a) the class specifications,
  - (b) the total duties of similar positions allocated to the same class in the classification plan.
- 15.11** Each appeal heard by the Classification Appeal Board shall be based on the duties of the position at the time a review pursuant to Clause **15.05** and/or **15.06** was initiated and shall not take into account any duties added or deleted subsequent to that time.
- 15.12** The Board shall provide access to a Classification Manual and provide a copy of a particular class specification to an Employee or Union upon request.

## Article 16

### Hours of Work

- 16.01** The normal hours of work for Regular, Sessional, Project and Temporary full-time Employees shall be:
- (a) **35** hours per week and **7** hours per day, or
  - (b) **37 1/2** hours per week and **7 1/2** hours per day, or
  - (c) **40** hours per week and **8** hours per day (applies only to those classifications requiring continuous shift operation).
- 16.02** All Employees covered by this Agreement shall receive two **(2)** fifteen **(15)** minute rest periods in each work period of six **(6)** hours or more, one **(1)** rest period to be granted before the meal period and one **(1)** rest period to be granted after the meal period. An Employee working a shift of more than two **(2)** hours but less than six **(6)** hours shall be granted one **(1)** rest period per shift. Rest periods shall not be granted until one **(1)** hour after the commencement of work or not later than one **(1)** hour before either the meal period or the end of the shift. Rest periods shall be granted without loss of pay to the Employee.
- 16.03** At about the mid-point in the work day all Employees working six **(6)** hours or more shall receive a minimum of one-half **(1/2)** hour and not more than one **(1)** hour meal break for which no payment shall be made. However, an Employee who is unable, due to assignment or responsibility, to leave his work station of employment during his meal period shall be paid for such meal period at his regular rate of pay.
- 16.04** Except in cases of emergency, seven **(7)** calendar days notice shall be given in writing before a change of shift.
- 16.05** Every reasonable effort shall be made by the Board not to schedule commencement of a shift within ten **(10)** hours of the completion of the Employee's previous shift, excluding overtime, unless otherwise mutually agreed.
- 16.06** Notwithstanding any of the provisions of this Agreement which appear to the contrary, hours of work may be altered to accommodate such variations as shift starting times, meal periods and the compressed or modified work week provided that:
- (a) The terms and the variations are understood and agreed to by the Board, at least two-thirds **(2/3)** of the Employees in the department involved and the Local.
  - (b) The terms of the variations do not result in a reduction of salary to the Employees involved.

- (c) Employees working according to a modified work week system of hours of work shall have overtime compensation and other benefits provided by this Agreement adjusted in a fashion consistent with the variation so as not to increase eligibility for overtime compensation or other benefits.**

## Article 17

### Overtime

17.01 It is understood that from time to time Employees will be required to work in excess of their regular daily and/or weekly hours. Payment for such overtime, provided the work is authorized by the Department Head or supervisor, shall be made on the following basis:

(a) **Daily**

The first two (2) hours worked in excess of the regular full-time hours shall be paid for at one and one-half (1-1/2) times the regular rate and double the regular rate thereafter.

(b) **Scheduled Days of Rest**

Hours worked on the first scheduled day of rest shall be paid for at time-and-one-half (1-1/2) the regular rate for all hours worked up to the regular day full time hours and double (2X) the regular rate thereafter. Hours worked on the second or subsequent consecutive scheduled day(s) of rest shall be paid for at double (2X) the regular rate.

(c) **Paid Holidays**

Hours worked on the day observed **as** a paid holiday shall be paid for at time-and-one-half (1-1/2) the regular rate for all hours worked up to the regular daily full time hours and double (2X) the regular rate thereafter.

17.02 An Employee may take equivalent time off in lieu of payment for overtime. All such time off shall be taken at a time that is mutually agreeable with the Employee's supervisor and in accordance with the following schedule:

(a) Compensating time off earned between January 1st and June 30th of any year must be taken by the following December 31st.

(b) Compensating time off earned between July 1st and December 31st of any **year** must be taken by the following June 30th.

Where the compensating time **off** cannot be taken in accordance with the above, the Employee will be paid for the time not taken at his regular rate at June 30th or December 31st.

17.03 Notwithstanding anything to the contrary in this Agreement all Employees shall be subject to the daily overtime payment **as** provided in Sub-clause 17.01 (a) above. Part-time **and** Casual Employees working **less** than the normal hours of work stated in Clause 16.01 who are required to work longer than their usual daily or weekly

hours shall be paid at the rate of straight time for the hours **so** worked until they exceed the normal daily or weekly hours for full time Employees in the same classification, after which the provisions of Clause 17.01 apply.

- 17.04** Where it is necessary for an Employee to travel on University business, where the combination of travel time and work time exceeds his regular hours of work he shall be compensated at overtime rates for those hours in excess of the regular hours.

Notwithstanding the foregoing **an** Employee who is required to attend a job-related training course or seminar shall be compensated for the actual hours spent in travel and in attendance at the course or seminar at straight time rates. This shall apply to **an** Employee on his normal day of work and on his regularly scheduled **day(s)** of rest.

- 17.05** (a) An Employee who requests for personal reasons, and who **as** a result of such request is authorized to work daily or weekly hours in excess of his normal requirement, shall be compensated for the extra hours worked at straight time rates. It is not the intent of this Clause to deny an Employee overtime rights in respect of assigned overtime.
- (b) An employee who is required to work overtime and, where permitted, chooses to work the overtime hours during a period that overtime pay is normally paid at double the regular rate in accordance with this Article, shall be paid at time and one-half ( $1\frac{1}{2}$ ) the regular rate for all hours worked **as** defined in Article **17.01**.

## **Article 18**

### **Reporting Pay**

- 18.01** When an Employee reports to ~~work~~ at the commencement of his regularly scheduled shift and no ~~work can~~ be made available to him, he shall be paid three (3) hours at his regular rate. The foregoing shall not apply where the Employee was notified of such cancellation on or before ~~the~~ day prior to the cancelled work period.
- 18.02** The provisions of this Article shall not apply to those Employees who are normally required to work outside in the event that no work can be made available due to inclement weather.

## Article 19

### Standby Pay

- 19.01** When an Employee is designated to be immediately available to return to work during a period in which he is not on regular duty, he shall be paid the amount of one-half **(1/2)** hour's pay at his regular rate for each four **(4)** hours on standby or major portion thereof on a day that is not a paid holiday. For standby on a paid holiday, the payment shall be one (1) hour's pay at the regular rate for each four **(4)** hours on standby or major portion thereof.
- 19.02** When an Employee, while on standby, is unavailable or unable to report to work when required, no compensation shall be granted for the total standby period.
- 19.03** When an Employee is called back to work during a period in which he was on standby, he shall be compensated pursuant to Clause **19.01** for the hours he was on standby and paid pursuant to Article **20** (Call-out Pay), for the hours worked on call back.
- 19.04** An Employee shall not normally be required to standby on two **(2)** consecutive weekends or two **(2)** consecutive Paid Holidays, where other qualified staff are available.



## Article 20

### **Call-out Pay**

- 20.01** When an Employee is called from home to work at a time outside his normal working hours, he shall be paid the overtime rate for the actual hours worked during such call-out and for the time he spends travelling to and from work; but, nevertheless, is guaranteed a minimum of four **(4)** hours pay or compensatory time off at his regular rate per call-out, except that in the case of Employees required to do snow removal, if such a call-out forms a continuous period with the Employee's normal working hours no minimum shall apply.
- 20.02** When the call-out results in additional trips between the Employee's residence and his place of work, mileage rates or transportation fares, whichever is appropriate, shall be paid by the Board.
- 20.03** When a call-out forms a continuous period with the Employee's normal working hours, his normal working hours will not be reduced as a result of the call-out.

## Article 21

### Shift Premiums

**21.01** Employees who are on shift shall be eligible for the following shift premiums:

- (a) ~~Sixty~~ cents (\$0.60) per hour for work performed at regular rates on shifts in which the major portion of the shift is worked between 3:00 p.m. and **10:59** p.m.
- (b) Sixty-five cents (\$.65) per hour for work performed at regular rates on shifts in which the major portion of the shift is worked between **11:00** p.m. and 4:59 a.m.
- (c) Forty five cents (**\$0.45**) per hour for every hour worked at regular rates between **12:00** a.m. on Saturday and **11:59** p.m. on Sunday.

**21.02** At no time shall shift premium or weekend premium be included with the Employee's regular rate of pay for the purpose of computing overtime payments, other premium payments or any Employee benefit.

## Article 22

### Workers' Compensation Supplement

- 22.01** If an Employee sustains an injury in the course of his duties with the University which causes him to be absent from work and is eligible for Workers' Compensation, he shall be paid that amount necessary to make up the difference between what he receives ~~as~~ compensation and his regular full salary for up to a maximum of one hundred and twenty **(120)** work days in any employment year.
- 22.02** **An** Employee who is injured on the job during working hours and who is required to ~~leave~~ the job site for treatment, or is sent home as ~~a~~ result of such accident or injury, shall not suffer loss of pay for that day's work, regardless of the time of the injury.
- 22.03** When an absence due to a compensable injury continues from one employment year into ~~the~~ next employment year, the period in which the supplement will be paid is ~~determined~~ according to the employment year in which the absence commenced.
- 22.04** The parties agree that the Workers' Compensation supplement is intended only for the purpose of protecting **an** employee from loss of income while he is unable to work because of injury.
- 22.05** Notwithstanding the above, a Project or Temporary Employee shall only be eligible to receive this supplement until the expiration of his term of employment.
- 22.06** Entitlement to the provisions of this Article is subject to the conditions stated in Article **37.05**.

## **Article 23**

### **Court Leave**

- 23.01** An Employee summoned to appear **as** a witness during court proceedings or to serve **jury** duty shall be paid the difference between what he would have earned for his scheduled hours and the fee received. The Board may require the Employee to furnish **a** certificate of service from an officer of the Court before making any payment under this Article. Whenever practicable the Employee will be required to come to work during those working hours that he is not required to attend the court proceedings.
- 23.02** The foregoing shall also apply in the event an Employee is required to appear **as** a defendant in an official capacity representing the University.

## Article 24

### Maternity Leave

- 24.01** **An** Employee who has completed one **(1)** year of continuous service before commencing leave, shall be granted up to **six (6)** months maternity leave without pay. **A** pregnant Employee should apply for maternity leave **as soon as** possible prior to her expected date of delivery, but in any case shall give the Department Head or Supervisor at least two **(2)** weeks notice in writing of the date **on** which she intends to commence maternity leave. If requested by the Employee and subject to the operational requirements of the department the period of maternity leave may be extended for up to an additional three **(3)** months.
- 24.02** Notwithstanding Article 24.01 where an Employee is unable to work because of a valid health reason related to her pregnancy, this shall be considered **as a** valid health related absence covered by Illness Leave but subject to the provisions of Article 24.03. **An** Employee may be required to provide acceptable proof of illness/disability for entitlement to this provision.
- 24.03** Supplemental Unemployment Benefit Plan
- In place of Illness leave benefits provided in Article **36**, the Board will provide a Supplemental Unemployment Benefits Plan (SUB plan) to eligible Employees on maternity leave, provided the period of leave commences on or before the date of delivery.
- 24.04** **As soon as** practicable, but in any event not later than July **31, 1992**, the Board shall submit a written request to the Canada Employment and Immigration Commission (CEIC) to establish a SUB plan in a way which meets the CEIC standard criteria for SUB plans and specifies the following:
- (a) The weekly benefit level paid for a period of up to seventeen **(17)** weeks will be the equivalent of that which an Employee on maternity leave would be eligible to receive under the provisions of General Illness (Article **36**) up to ninety-five percent **(95%)** of the Employee's normal salary less the amount the Employee is eligible to receive from the CEIC.
- 24.05** The Employee, in consultation with her physician, shall determine the date that maternity leave is to commence except where the pregnancy of the Employee interferes with the performance of her duties.
- 24.06** Notwithstanding any other provision in this Article, if during the twelve **(12)** week period immediately preceding the estimated date of delivery the pregnancy of an Employee interferes with the performance of her duties, the Board may, by notice in writing to the Employee, require that she proceed on maternity leave.
- 24.07** Upon the request of the Employee accumulated vacation entitlement shall be provided to an Employee in conjunction with the period of maternity leave, thereby reducing the period of unpaid maternity leave.

- 24.08** **An** Employee granted leave without pay pursuant to Clauses **24.01** and **24.13** shall upon return to work, be returned to her former position or be placed **in** another comparable position at not less than the same salary that had accrued to her and at the same level of benefits that is applicable to Employees in their classification. **An** Employee intending **to** return to work should notify the Department ~~Head~~ or Supervisor **as soon as** possible prior to the date of return, but in any **case** will be required to give two **(2)** weeks notice in writing of her intention **to** return to work.
- 24.09** An Employee who has completed one year of continuous service and resigns for maternity reasons and who is re-employed in any regular capacity within **six (6)** months from the date of her resignation shall be considered **as** having been on leave without pay for the purpose of sick leave entitlement.
- 24.10** Notwithstanding anything to the contrary in this Article, a Sessional Employee who commences maternity leave and whose Maternity Leave extends beyond the sessional period of employment for that Employee shall be governed by the terms and conditions for Sessional Employees.
- 24.11** A pregnant Employee who presents medical evidence from her physician which is acceptable to the Board that continued employment in her present position may be hazardous to herself or to her unborn **child**, may request a transfer to a more suitable position if one is available. The Employee's salary shall then be governed by the classification of the new position.

Where **no** suitable position is available, the Employee may request maternity leave **as** provided by this Article if the Employee is eligible for such leave.

In the event that such maternity leave must commence in the early stages of pregnancy which results in the need for **an** absence from work longer than six months, **the** Employee may request further Leave of Absence without pay **as** provided by Article **27**.

- 24.12** Continuation of insured benefits (L.T.D.I., Dental, Life Insurance and E.H.B.) during periods of Maternity Leave is subject to Article 40.03 with the exception that during the period of health related absence described in **24.02**, the Board will continue all benefits to which the employee is entitled.
- 24.13** Adoption Leave

Upon reasonable notice being given **to** the Board, an Employee shall be granted leave of absence without pay for up to six **(6)** months immediately following the adoption of a child. The Employee may be required to furnish proof of adoption. **If** requested **by** the Employee and subject to the operational requirements of the department the period of maternity leave may be extended for up to an additional three **(3)** months.

## Article 25

### Military Leave

**25.01** The Board may grant military leave without pay to **an** Employee:

- (a) where his services are required by the Department of National Defence to meet a civil emergency, for the duration of the emergency.
- (b) where during a national emergency he volunteers for service or is conscripted into the Armed Forces, for the duration of the emergency, and
- (c) where he volunteers for military training, special training or special duty, for a period not exceeding six (6) weeks.

**25.02** Where military leave is granted **an** Employee shall not be required to forfeit any of his vacation entitlements.

**25.03** Military leave to attend annual training or summer camp shall not exceed ten **(10)** work days.

## Article 26

### Special Leave

**26.01** An Employee shall be granted leave, upon request, at his basic rate of pay for the following circumstances provided the Employee would otherwise be at his place of employment.

**26.02** Family Illness

In the event of an illness within an Employee's immediate family, the Employee shall be granted up to one (1) work day for the sole purpose of actually making arrangements for the care of the person that is ill or for the care of the children. A maximum of three (3) work days shall be permitted in an Employee's employment year for this circumstance.

Immediate family shall mean an Employee's spouse, including common-law spouse, son, daughter or parent.

**26.03** Bereavement

Leave of absence will be granted to an Employee in the event of a death occurring in an Employee's immediate family providing the Employee attends the funeral. The definition of the immediate family and the corresponding length of leave permitted shall be as follows:

- (a) An Employee's spouse, common-law spouse, parent, son, daughter, guardian, ward • up to four (4) work days.
- (b) An Employee's parent-in-law, grandparent, grandchild, son-in-law, daughter-in-law, aunt, uncle, niece, nephew • up to two (2) work days.
- (c) An Employee's brother or sister or their spouses • up to two (2) work days.
- (d) An Employee's spouse's guardian, ward, grandparent, sister or brother • up to two (2) work days.

**26.04** Travel Time

An Employee shall be granted up to two (2) work days for travel where long distances are involved in the circumstances covered in Clauses 26.02 and 26.03.



26.05 Moving Household Effects

An Employee who maintains a self contained household and who changes his place of residence which necessitates the moving of his household effects during his normal working hours shall be granted up to one **(1)** work day for the purpose of moving his household effects in an Employee's employment year.

26.06 Disaster Conditions

An Employee shall be granted up to one **(1)** work day for a critical condition which requires his personal attention in a disaster (flood, fire, etc.) which cannot be served by others or attended to by the Employee **at a** time when he is normally off duty.

26.07 Birth

An Employee shall be granted up to one **(1)** work day to be present at the birth or adoption proceedings of his child.

26.08 Citizenship Leave

An Employee shall be granted up to one (1) work day for attendance at proceedings at which the Employee is granted Canadian Citizenship.

26.09 Administration of Estate

An Employee shall be granted up to one **(1)** work day to attend to the administration of an estate in circumstances where the Employee has been appointed **as** an executor of **such** estate.

26.10 Funeral Leave

An Employee shall be granted up to one **(1)** work day for travel to and/or attendance at the funeral of a close friend as a pall bearer or mourner. Such leave shall be permitted to an accumulated maximum of one **(1)** work day in **an** Employee's employment year.

26.11 The maximum length of time for all circumstances provided in this Article shall not exceed eleven **(11)** work days in total within an Employee's employment year unless additional Special Leave is approved by the Board.

## **Article 27**

### **Leave of Absence**

- 27.01** Applications for leave of absence shall be submitted in writing to the Board for approval. Leave of absence shall be without pay and may be granted in case of serious illness or accident to the Employee's immediate family or for any other reason, and the Board shall not unreasonably deny any such application.
- 27.02** Employees shall be deducted one **(1)** day's pay for each work day on leave of absence without pay.
- 27.03** When an Employee has been granted a leave of absence, such Employee shall retain all seniority rights earned up to the limit provided for in Clause **30.01** but further seniority will cease to accrue until the Employee has completed the leave and has returned to work.
- 27.04** An Employee on leave of any kind may not commence any other type of leave until the first leave has expired.
- 27.05** Continuation of insured benefits (L.T.D.I., Dental, Life Insurance and E.H.B.) during periods of Leave of Absence without pay is subject to Article 40.03.

## Article 28

### Paid Holidays

28.01 (a) Subject to Article 2 (Application of Agreement), Employees are entitled to one (1) day's paid leave for each of the following holidays:

New Year's Day  
Family Day  
Good Friday  
Easter Monday  
Victoria Day  
Canada Day  
August Civic Holiday  
Labour Day  
Thanksgiving Day  
Remembrance Day  
Christmas Day  
Boxing Day  
Christmas Floaters

(b) Christmas float holidays shall be observed in the following manner:

- (i) When Christmas Day falls on a Sunday, three (3) Christmas float holidays will be observed on December 28th, 29th and 30th.
- (ii) When Christmas Day falls on a Monday, three (3) Christmas float holidays will be observed on December 27th, 28th and 29th.
- (iii) When Christmas Day falls on a Tuesday, four (4) Christmas float holidays will be observed on December 24th, 27th, 28th and 31st.
- (iv) When Christmas Day falls on a Wednesday, three (3) Christmas float holidays will be observed on December 27th, 30th and 31st.
- (v) When Christmas Day falls on a Thursday, four (4) Christmas float holidays will be observed on December 29th, 30th and 31st and January 2nd.
- (vi) When Christmas Day falls on a Friday or Saturday, three (3) Christmas float holidays will be observed on December 29th, 30th and 31st.

(c) There shall be no entitlement for any Casual Employee who **has** not been employed continuously for the three (3) work days immediately preceding the holiday and the first work day immediately following the holiday. Holiday pay for Casual Employees will be calculated on the basis of the average number of hours worked per day (not including overtime) for the three (3) work days immediately preceding the holiday.

28.02 Where a paid holiday or a day observed as such falls on an Employee's scheduled day **off** and

the Employee is eligible for the paid holiday under the provisions of this Article he shall be granted either:

- (a) a mutually agreed upon day off in lieu with pay at his regular rate, or
- (b) pay at his regular rate for the holiday.

28.03 (a) **An** Employee required **to** work on a day observed **as** a paid holiday, will receive pay at his regular rate for the paid holiday, and in addition will be granted either:

- (i) compensating time off at a mutually agreed time in accordance with Article 17 (Overtime), or
- (ii) pay in accordance with Article 17 (Overtime) for the actual hours of work performed **on** the paid holiday.

(b) Employees required to work on a paid holiday will be entitled to overtime pay only if they **qualify** for regular holiday pay under the provisions of this Article.

28.04 Any Employee absent from work on the regularly scheduled work day next preceding or next following a paid holiday shall not be entitled to pay for such holiday **unless** the absence was a paid absence or a single day unpaid leave of absence authorized by the Board or the Employee's immediate supervisor prior to the unpaid day, or was caused by a matter which the Employee can demonstrate was beyond his control.

## Article 29

### Vacations

29.01 **An** employee will **earn** annual vacation as follows:

- (a) One and onequarter (1-1/4) work days vacation for each calendar month worked from the commencement of his service, provided that when employment had commenced on or before the fifteenth (15th) day of any month, he shall **earn** vacation entitlement from the first (1st) of that month and when employment had commenced on or after the sixteenth (16th) day of any month, he shall **earn** vacation entitlement from the first (1st) day of the following month.
- (b) One and two-thirds (1-2/3) work days vacation for each calendar month worked following completion of seven (7) consecutive years of service.
- (c) Two and one-twelfth (2-1/12) work days of vacation for each calendar month worked following completion of sixteen (16) consecutive years of service.

29.02 (a) **Annual** leave credit is not earned during leave of absence without pay beyond an accumulated maximum of twenty-two (22) work days in any vacation year or beyond twenty-two (22) consecutive work days in respect **to** any one leave of absence which continues from one vacation year **to** the next vacation year.

**Notwithstanding the foregoing an Employee shall not earn annual leave credit during any period of leave of absence pursuant to Article 27 or Maternity Leave pursuant to Article 24, if the Employee does not return to employment at the University immediately following the leave.**

- (b) **Annual** leave credit is not earned during any absence due to sickness or injury, including injuries which are compensable under Workers' Compensation, beyond an accumulated maximum of forty-four (44) work days in any vacation year or beyond forty-four (44) work days in respect to any one illness which continues from one vacation year to the next vacation year.

29.03 An Employee who terminates his service or who is terminated shall receive vacation pay in lieu of vacation earned but not taken.

29.04 If one or more paid holidays falls during an Employee's annual vacation period, another day or days may be added at the end of the vacation period or **as** may be authorized by the Board.

29.05 An Employee shall not be paid cash in lieu of vacation earned, except upon termination or **upon mutual agreement between the Board and the Employee** in which case he shall receive vacation pay for such vacation earned but not taken.

29.06 Subject to the operational requirements of the department, the Board shall grant **an** Employee at least two (2) weeks of his annual vacation entitlement during the summer

months, when requested.

**29.07** In the event that an Employee wishes to make special arrangement for the manner in which he takes his vacation, such arrangements may be made by mutual consent with his supervisor.

## Article 30

### Seniority and Lay-Off

#### **Seniority**

**30.01** Seniority shall be deemed to mean the length of continuous employment with the Board and is not accumulated during periods of lay-off or during unpaid leaves of absence in **excess** of twenty-two **(22)** consecutive work days except those leaves granted due **to** illness and pursuant to Article **9** - Time off for Union Business.

**30.02** **An** Employee's date of employment shall be adjusted to reflect any period during which seniority is not accumulated.

**30.03** For the purposes of applying this Article and Article **31** - Position Abolishment, seniority for regular full-time, sessional full-time, regular part-time, and sessional part-time employees shall be applied only in relation to the seniority of other Employees who are similarly defined pursuant to Article **1** - Interpretation.

**30.04** **No** seniority shall be acquired by Probationary or Temporary Employees; however, upon completion of the probationary period **an** Employee's seniority shall be made retroactive **to** date of hire.

In the event a Temporary Employee is appointed to a permanent position with no break in service and upon successful completion of the probationary period, that Employee's seniority and date of employment shall be made retroactive to the last date of hire **as** a Temporary Employee.

**30.05** The seniority of an Employee shall be lost, and all rights forfeited, and there shall be no obligation to rehire when he:

- (a) resigns or otherwise terminates his service by voluntary act, or
- (b)** is discharged for just cause or subject to Article **31** **as** a result of position abolishment, or
- (c) fails to return to work upon expiration of leave of absence, or
- (d) is absent without leave, except where the absence is found to be justifiable, or
- (e) is laid off for a period in excess of six **(6)** months or more, or
- (f)** fails **to** return to work within forty-eight **(48)** hours after personal notice of recall is delivered by double registered mail to his last known address.

**30.06** A promotion is defined **as** the movement of an Employee to a position which has a maximum salary which is greater than the **maximum** salary of his current position.

In determining promotions, merit and ability, **as** defined by the Board, shall be the primary factors considered. **An** Employee's record of attendance may also be considered.

Where the Board deems the total of such factors to be relatively equal, seniority shall **be** the governing factor.

**Lay-off**

**30.07** A lay-off is a temporary separation from employment with anticipated future recall and includes a total or partial reduction of an employee's normal full-time hours of work.

**30.08** In determining the order of lay-off or recall of Employees, seniority shall govern when other relevant factors are equal. The application of seniority under this provision shall relate only to Employees who are employed in the same Department.

**30.09** A **Regular** or Sessional Employee who has completed one calendar year of employment and who has **been** laid off and not recalled within one hundred and eighty **(180)** calendar days shall be entitled to receive the provisions of Article **31.02**.

**30.10** The provisions of Article **40.03** shall apply to an Employee who has been laid off **so** long **as** the Employee has right to recall.

**30.11** Notice of **Lay-off** shall be three **(3) weeks** or pay in lieu thereof.



## ARTICLE 31

### Position Abolishment

- 31.01** Position abolishment occurs when the Board eliminates a position occupied by a Regular or Sessional Employee which at the time of the Notice of Abolishment it does not plan to reestablish. Position abolishment may result from technological change, automation, contracting out, merger or dissolution of departments, financial restraints or any other reason which results in the abolishment of a position necessitating the discharge of a Regular or Sessional Employee.
- 31.02** When the position of a Regular or Sessional Employee is to be abolished, the Board shall give that Employee written notice or pay in lieu thereof, according to the following schedule:
- (a) two (2) months, for employees with less than four (4) years of continuous service
  - (b) three (3) months, for employees with four (4) or more but less than six (6) years of continuous service
  - (c) four (4) months, for employees with six (6) or more but less than eight (8) years of continuous service.
  - (d) five (5) months, for employees with eight (8) or more but less than twelve (12) years of continuous service.
  - (e) six (6) months for employees with twelve (12) or more years of continuous service.
- 31.03** At any time during the first half of the notice period, the Employee may elect to receive pay in lieu of the remainder of the notice period based on his regular salary rate provided he conveys his choice to the Board in writing.
- 31.04** When the Employee's choice is to receive pay in place of notice, his employment shall be terminated and the Employee shall receive such pay in the amount equal to the regular pay he would have received had the Employee continued to work for the remainder of the notice period, but he shall not be eligible for any other provisions of this Article from the date of such choice.
- 31.05** An Employee who works during the notice period shall be entitled to the rights and be subject to the conditions set out in the following clauses.
- (a) The Employee shall be eligible, where qualified, for transfer to a comparable available vacant position in the same general functional area which becomes available after the commencement of the notice period. Competitions for these positions shall be limited to such Employees. Where feasible, in-service training or retraining will be provided.

- (b) Where no suitable position has been found pursuant to Article 31.05 (a) following thirty (30) calendar days from the date of the notice of position abolishment, the affected Employee may elect to replace the Employee in his department who possesses the least seniority, provided he has the necessary qualifications for the position. The decision **as** to whether the Employee **has** the necessary qualifications rests with the Board. Notwithstanding the foregoing no Employee shall be permitted to replace **an** Employee who is in a higher classification.
- (c) At any time during the notice period, the Board may direct an Employee to not report **for** work and in this event, the Employee will retain the rights provided in clause 31.05 (a).
- (d) Where no position is available under clause 31.05 (a) or **(b)** the Employee shall be released from employment upon expiration of the notice period.

**31.06** Where **the** qualifications, experience and competence **of** two or more Employees are relatively equal, pursuant **to** clause 31.05 (a), seniority shall govern.

**31.07** Under the application **of** this Article, an Employee placed into a position that has a maximum salary rate less than the salary rate he was being paid on the date **of** notice **of** position abolishment, shall have his salary rate maintained until **such** time **as** the maximum salary rate for the new position equals or surpasses the Employee's existing salary rate.

This clause shall not apply where an Employee elects to accept a position pursuant to clause 31.05 **(b)**.

31.08 An Employee who refuses ~~Article 31.05 (a)~~ **to accept a position** in the same general functional area pursuant to clause 31.05 (a), shall forfeit all rights to the provisions of this Article from the date of such refusal.

**31.09** During the period **of** notice of position abolishment, the Board will allow the affected Employee a reasonable amount of time **off** with pay for interviews with prospective employers other than the Board.

**31.10** The Board may enter into an agreement with one or more employees who volunteer their positions for abolishment. In **such** cases the Union and the **Local** will be notified.

**31.11** The Union and the Chair of **Local 53** shall be notified one week prior to the date of written notice to an Employee **of** position abolishment.

31.12 If **an** Employee's position is abolished and the Employee is released, and the Employee is subsequently rehired to a regular position within two **(2)** years of the date of abolishment, the Employee shall be reinstated with all seniority rights earned up to the date of position abolishment.

## **Article 32**

### **Job Opportunities**

**32.01** Notices outlining details of available Regular or Sessional positions will be maintained on notice boards at prominent locations on the Campus.

When practicable, such notices will be posted for a period of seven (7) calendar days prior to filling the vacancy.

When the above procedure is not practicable, the Local will be so informed.

## Article 33

### Acting Incumbent

- 33.01** To be eligible for acting incumbency pay, **an** Employee **shall** be required to perform the principal duties of the higher level position for a minimum period of five **(5)** consecutive **work** days, during which time he may also be required to perform some of the duties of his regular position. On completion of the minimum five **(5)** day qualifying period in an acting incumbency position, an Employee shall be eligible for acting incumbency pay for the total period of acting incumbency, including the five **(5)** day qualifying period.
- 33.02** Acting provisions shall not apply where an Employee is designated additional limited duties to cover off for **an** Employee proceeding on annual vacation.
- 33.03** Where **an** Employee qualifies for acting incumbency pay he shall receive a premium equivalent to three percent (3%) of his regular salary, in addition to his regular salary, or the minimum salary for the classification of the higher level position, whichever is greater provided that such total salary figure does not exceed the maximum of the higher level classification.

## Article 34

### Rights on Transfer

- 34.01** An Employee who has completed his probationary period and who, by way of his request, is promoted or transferred to another position and within three (3) months is found to be unsuitable, will be placed in another position for which he possesses ~~the~~ necessary qualifications provided such a position is available. In the event that such a position is not available, the Employee's service with ~~the~~ University shall be terminated and upon termination, he shall be granted:
- (a) an amount equivalent to one (1) month's salary at his regular rate, and
  - (b) a further amount equivalent to one (1) month's salary at his regular rate for each full year of service to a maximum amount equivalent to three (3) months of salary.
- 34.02** An Employee who is promoted or transferred at the specific request of the Board and within three (3) months is found to be unsuitable, shall be returned to his former position. Should such position be unavailable he shall be assigned to another position for which he is qualified at his former salary.

## Article 35

### Casual Illness

**35.01** “Casual Illness” means **an** illness which causes **an** Employee to be absent from duty for a period of three **(3)** consecutive work days or less, and includes medical or dental treatment involving an absence of one-half **(1/2)** day or longer which has been given prior authority by the Board.

**35.02** After the first month of employment, leave with pay for all or part of the period of absence due to casual illness shall be allowed provided that an Employee shall not be allowed a total of more **than** ten **(10)** work days in each year of his employment **as** leave of absence with pay on account of casual illness. Notwithstanding the above, the following is applicable to the first year of employment:

- ˆ one **(1)** work day in the second month.
- ˆ two **(2)** work days in the first three **(3)** months.
- ˆ three **(3)** work days in the first four **(4)** months.
- ˆ four **(4)** work days in the first five **(5)** months.
- ˆ five **(5)** work days in the first six **(6)** months.
- ˆ six **(6)** work days in the first seven **(7)** months.
- ˆ seven **(7)** work days in the first eight **(8)** months.
- ˆ eight **(8)** work days in the first nine **(9)** months.
- ˆ nine **(9)** work days in the first ten **(10)** months.
- ˆ ten **(10)** work days in the first eleven **(11)** months.
- ˆ ten **(10)** work days in the first twelve **(12)** months.

**35.03** If **an** Employee requires time off for the purposes of attending a dental, physiotherapy, optical or medical appointment, provided he has been given prior authorization by the Department Head or Supervisor and he works one hour in a half day that he is absent for those purposes, such absence shall neither be charged against his Casual Illness entitlement, nor shall a deduction in pay be made for the time lost in the half day in which he attended the appointment. Employees **shall make every effort** to schedule appointments at times which will least interfere with the Employee’s regular working hours.

**35.04** This Article is subject to Article **37** (Conditions of Illness Leave Entitlement).

## Article 36

### General Illness

- 36.01** “General Illness” means an illness which causes an Employee to be absent ~~from~~ duty for a period of more than three (3) consecutive work days but shall not exceed one hundred and twenty **(120)** consecutive work days or one hundred and eighty **(180)** consecutive calendar days, whichever is the shorter period.
- 36.02** An Employee at the commencement of each year of employment shall be entitled to General Illness Leave at the specified rates of pay in accordance with the following Sub-clauses, and the application of such general illness leave shall be as set out in accordance with Clause 36.03 and 36.04.
- (a) Illness commencing in the first year of employment, but following successful completion of the probationary period; one hundred percent **(100%)** of normal salary for each of the first ten **(10)** work days of illness and seventy percent **(70%)** of normal salary for each of the next one hundred and ten **(110)** work days of illness.
  - (b) Illness commencing in the second year of employment; one hundred percent **(100%)** of normal salary for each of the first fifteen **(15)** work days of illness and seventy percent **(70%)** of normal salary for each of the next one hundred and five **(105)** work days of illness.
  - (c) Illness commencing in the third year of employment; one hundred percent **(100%)** of normal salary for each of the first twenty-five **(25)** work days of illness and seventy percent **(70%)** of normal salary for each of the next ninety-five **(95)** work days of illness.
  - (d) Illness commencing in the fourth year of employment; one hundred percent **(100%)** of normal salary for each of the first thirty-five **(35)** work days of illness and seventy percent **(70%)** of normal salary for each of the next eighty-five **(85)** work days of illness.
  - (e) Illness commencing in the fifth year of employment; one hundred percent **(100%)** of normal salary for each of the first forty-five **(45)** work days of illness and seventy percent **(70%)** of normal salary for each of the next seventy-five **(75)** work days of illness.
  - (f) Illness commencing in the sixth or any subsequent years of employment; one hundred percent **(100%)** of normal salary for each of the first sixty **(60)** work days of illness and seventy percent **(70%)** of normal salary for each of the next sixty **(60)** work days of illness.

- 36.03** An Employee upon return to active work after a period of general illness of less than one hundred and twenty (120) consecutive work days or one hundred and eighty (180) consecutive calendar days, whichever is the shorter period, will have any illness leave days used for which normal salary was paid at the rate of one hundred percent (100%) of normal salary, reinstated for future use at the rate of seventy percent (70%) of normal salary within the same year of employment. General Illness Leave days used for which normal salary was paid at the rate of seventy percent (70%) shall be reinstated for future use within the same year of employment, at the rate of seventy percent (70%) of normal salary.
- 36.04** An Employee who returns to active work from a period of General Illness and who within twenty (20) work days is absent on account of the same or related illness shall have the two absences treated as one absence for the purposes of eligibility for General Illness and LTDI benefits.
- 36.05** For purposes of this Article, the maximum period of continuous absence recognized shall be one hundred and twenty (120) consecutive work days or one hundred and eighty (180) consecutive calendar days, whichever is the shorter period. Absences due to illness or disability in excess of that period shall be subject to Article 38 (Long Term Disability Insurance).
- 36.06** This Article is subject to Article 37 (Conditions of Illness Leave Entitlement).



## Article 37

### Conditions of Illness Leave Entitlement

- 37.01** Illness means any illness, injury or quarantine restriction experienced by an Employee but does not include accident covered by Workers' Compensation.
- 37.02** When an absence on account of illness continues from one employment year into the next employment year, the period of leave with full pay in respect to that absence is determined according to the employment year in which the absence commenced.
- 37.03** An Employee who is unable to report for duty due to illness is required to inform his immediate supervisor **as soon as** he is aware he will be unable to report to duty at the scheduled time but in any event no later than the time he was scheduled to report for duty.
- 37.04** An Employee may be required to provide acceptable proof of illness for absence and for sick leave entitlement.
- 37.05** Notwithstanding Article **35** (Casual Illness) or Article **36** (General Illness) an Employee is not eligible to receive illness leave benefits under Article **35** or Article **36** if:
- (a) the absence is due to an injury while in the employ of any other Employer, nor is he eligible for any illness leave benefits for any subsequent absence caused by that injury or,
  - (b) the absence is due to an intentional, self-inflicted injury.
- 37.06** When a day(s) designated **as** a Paid Holiday under Article **28** (Paid Holidays) falls within a period of illness it shall be counted **as** a day of illness and under no circumstances shall an Employee be entitled to both a day(s) of illness leave and a Paid Holiday(s) for the same day(s).
- 37.07** As a consequence of the benefits provided, the Board shall retain the full amount of any premium rebate allowable on unemployment insurance by the Unemployment Insurance Commission.
- 37.08** When **an** Employee has been on General Illness Leave and wishes to return to work, the Board may require the Employee to provide medical evidence stating that the Employee is fit to perform all regular duties prior to the Employee's return to work.

- 37.09** Notwithstanding the provisions of this Agreement, an Employee whose services are being continued after he has reached retirement age and who suffers any illness that causes him to be absent from duty for more than twenty-two **(22)** consecutive work days is entitled to leave with pay for the first twenty-two (22) work days of absence **only** and during the remainder of his absence, his pension, if any, shall be paid **to** him.
- 37.10** The Board may require that an Employee be examined by a medical board:
- (a) in the case of prolonged or frequent absence due to illness, or,
  - (b) when the Board considers that an Employee is unable to satisfactorily perform his duties due to disability or illness.
- 37.11** An Employee required to be examined by a medical board shall be entitled to have his personal physician or other physician of his choice to be a member of the medical board or act **as** his counsel before a medical board. Expenses incurred under this Clause shall be paid by the Board. A copy of the report of the medical board shall be sent **to** the Employee's physician.
- 37.12** Where an Employee has been examined by a medical board and is also applying for L.T.D.I. benefits, a copy of the report of the medical board shall be considered **as** part of the Employee's application.
- 37.13** The Parties agree that benefits **as** provided for in Article **35** (Casual Illness) and **36** (General Illness) are intended only for the purpose of protecting an Employee from loss of income when the Employee is ill, requires treatment or attends a medical or dental practitioner.
- 37.14** An Employee may be disqualified from receiving benefits under Article **36** (General Illness) and/or Article **38** (Long Term Disability Insurance Plan) if he refuses to accept work which, in the opinion of a medical board, he is capable of performing.

## Article 38

### Long Term Disability Insurance Plan (L.T.D.I.)

- 38.01** The Board will provide and maintain a Long Term Disability Insurance Plan through a policy in the name of the Board, with a private Insurance Company, to insure all applicable eligible Employees covered by this Agreement.
- 38.02** The cost of providing benefits to all eligible Employees covered under the Plan shall be fully paid by each eligible employee.
- 38.03** The eligibility of an Employee to participate in the Long Term Disability Insurance Plan is subject to Article 2 (Application of Agreement) and all eligible Employees shall be covered in accordance with the provisions of the Insurance Policy.
- 38.04** An eligible Employee who becomes ill or disabled and who, as a result of such illness or disability, is absent from work for a period of one hundred and twenty **(120)** consecutive work days or one hundred and eighty **(180)** consecutive calendar days, whichever is the shorter period, may apply for Long Term Disability Insurance Benefits as provided under the Long Term Disability Insurance Plan. The final ruling as to whether or not the claimant's disability is of a nature which is eligible for benefits within the interpretation of the provisions of the Insurance Policy shall be made by the Insurance Company's claims' adjudicator.
- 38.05** Long Term Disability benefits payable under the provisions of the Long Term Disability Insurance Plan, will entitle an Employee with a qualifying disability, to a total income from sources specified under the Plan of not less than sixty percent (60%) of his normal annual salary up to twenty-five thousand dollars **(\$25,000)** and fifty percent **(50%)** of the balance of his normal annual salary earned as an Employee of the Board at the time of commencement of absence pursuant to Clause **38.04**, up to a maximum benefit of twenty-five hundred dollars **(\$2,500)** per month.
- 38.06** The maintenance of the Long Term Disability Insurance Policy and the maintenance of the Long Term Disability Insurance Benefits applicable to eligible Employees covered by this Agreement shall not be altered except through mutual agreement of the Parties to this Agreement.
- 38.07** While this Article provides a general description of the Long Term Disability Plan, the eligibility for and the entitlement to and the level of benefits will be governed by the insurance policy which contains all governing terms of the Long Term Disability Insurance Plan.

## Article 39

### Group Life Insurance

**39.01** The eligibility of Employees to participate in the Group Life Insurance Plan is **subject to** Article 2 (Application of Agreement) and participation is a condition of employment for all eligible Employees.

- (a) Full-time Employees (Regular, Probationary, Sessional and Project)
  - (i) Employees with dependents two and one-half (2 1/2) times basic annual salary, rounded to the next highest one thousand dollars **(\$1,000)** up **to** a maximum amount of insurance of one hundred thousand dollars **(\$100,000)**.
  - (ii) Employees without dependents one **(1)** times basic annual salary, rounded to the next highest one thousand dollars **(\$1,000)** up to a maximum amount of insurance of one hundred thousand dollars **(\$100,000)**.
- (b) The Board and Employee shall share the monthly premium **costs** for the insurance coverage pursuant to Sub-clause 39.01 (a) **as** follows:
  - (i) The Board shall pay two thirds (2/3) of the total cost to a **maximum** of seventeen and two tenths **(17.2)** cents per one thousand dollars (\$1,000) of insurance coverage.
  - (ii) The employee shall pay the remaining portion of the premium.
- (c) Part-time Employees (Regular, Probationary, Sessional and Project):

The Board shall pay the premium cost for five thousand dollars (\$5,000) of basic life insurance coverage for all Employees.

## Article 40

### Health Plan Benefits

**40.01** The Board agrees to make the following contributions to the Employees participating in the University's Group Contracts:

(a) EXTENDED HEALTH BENEFITS PLAN

The Board shall pay one hundred percent (**100%**) of the premium per month to a maximum of fifteen dollars and forty-three cents (**\$15.43**) per single rate and thirty-six dollars and seventy-one cents (**\$36.71**) per family rate.

(b) ALBERTA HEALTH CARE PLAN

The Board's contribution to the premium per month shall be to a maximum of twenty-four dollars (**\$24.00**) for single coverage and thirty-eight dollars (**\$38.00**) for family coverage.

**40.02** Dental Plan

(a) The Board agrees to maintain a Dental Plan through a policy in the name of the Board, with a private insurance company to provide coverage for all applicable eligible Employees covered by this Agreement and their eligible dependents.

(b) The Plan shall not cover the cost of any dental services provided prior to July 1, 1983, or prior to the date an Employee and the Employee's dependents, if any, became eligible for coverage.

(c) The Board shall pay 100% of the premium per month for full-time employees to maximum of fourteen dollars and eighty-six cents (**\$14.86**) per single rate and forty-five dollars and forty-seven cents (**\$45.47**) per family rate.

The Board shall pay 100% of the premium per month for part-time employees to a maximum of nine dollars and sixteen cents (**\$9.16**) per single rate and twenty-two dollars and sixteen cents (**\$22.16**) per family rate.

(d) The eligibility of an employee to participate in the Dental Plan is subject to Article 2 (Application of Agreement) and all eligible employees shall be covered in accordance with the following schedule:

(i) Regular, Sessional and Project Employees (full-time).

An Employee who occupies a full-time established or sessional position shall receive eighty percent (**80%**) of the cost of the Basic Dental Services, fifty percent (**50%**) of the cost of Major Dental Services up to

a maximum benefit payable under the Plan of one thousand dollars **(\$1,000)** per covered person per year and fifty percent **(50%)** of the cost of Orthodontic Dental Services up to a lifetime maximum benefit payable under the Plan of two thousand dollars **(\$2,000)** per covered person.

(ii) Regular, Sessional and Project Employees (part-time).

An Employee who occupies a part-time established or sessional position shall receive fifty percent **(50%)** of the cost of Basic Dental Services, twenty-five percent **(25%)** of the cost of Major Dental Services up to a maximum benefit payable under the Plan of five hundred dollars **(\$500)** per covered person per year and twenty-five percent **(25%)** of the cost of Orthodontic Dental Services up to a maximum lifetime benefit payable under the Plan of one thousand dollars **(\$1,000)** per covered person.

(iii) Probationary Employees.

A probationary Employee will be eligible to participate in the Dental Plan upon successful completion of his probationary period.

(e) The Plan will provide coverage for the following Basic Dental Services:

(i) The following services will be eligible for payment once every six **(6)** months:

(a) Oral examinations

(b) Bite-wing x-rays

(c) Prophylaxis (cleaning and scaling of teeth) and topical application of an anti-carlogenic agent.

(ii) Full mouth series of x-rays, once every twenty-four **(24)** months.

(iii) Extractions and simple alveolectomy (incision into tooth socket) at time of tooth extraction.

(iv) Surgical extraction of impacted teeth.

(v) Surgical removal of tumors, cysts, neoplasms, plus the incision and drainage of an abscess.

(vi) Amalgam, silicate, acrylic and composite fillings.

(vii) Provision of space maintainers for missing primary teeth, and provision of habit breaking appliances.

(viii) Diagnostic x-ray and laboratory procedures required in relation to dental

surgery.

- (ix) General anaesthetic required in relation to dental surgery.
  - (x) Consultation required by the attending dentist.
  - (xi) Relining, rebasing or repairing of an existing fixed bridge, removable partial or complete denture.
  - (xii) Endodontic Treatment (i.e. The treatment of diseases of the dental pulp including root canal therapy).
  - (xiii) Periodontic Treatment (i.e. The treatment of the tissues and bones supporting the teeth including surgery, provisional splinting, and occlusal equilibration).
- (f) The Plan will provide coverage for the following Major Dental Services:
- (i) Inlays and onlays.
  - (ii) Crowns, including gold and porcelain veneer restorations where other material is not suitable.
  - (iii) The creation of an initial fixed bridge, removable partial or complete denture.
  - (iv) The replacement of an existing fixed bridge, removable partial or complete denture only under the circumstances set out below:
    - (1) If necessitated by the extraction of additional natural teeth while insured under the Policy.
    - (2) If the existing bridge or denture is at least five **(5) years** old and cannot be made serviceable.
    - (3) If the existing bridge or denture is temporary and is replaced with a permanent bridge or denture and *takes* place within twelve **(12)** months of when **the** temporary bridge or denture was installed.
  - (v) Injection of antibiotic drugs when prescribed by a Dentist.
  - (vi) Services of a licensed Denturist when practising within the scope of his license.
  - (vii) Other necessary oral surgical procedures not specifically listed under Basic Services Clause.

- (g) Orthodontic Dental Services under the Dental Plan include: oral examination, diagnostic procedures, surgery, extractions, adjustments, and appliances all in respect of Orthodontic procedures.
- (h) Eligible treatments and services shall be reimbursed on the basis of the current Alberta Dental Association Fee Schedule.
- (i) While this Sub-article provides a general description of the Dental Plan, the eligibility for and the entitlement to benefits will be governed by the insurance policy which contains all governing terms of the Dental Plans.

**40.03**

- (a) Notwithstanding anything to the contrary in this agreement, the Board is not required to contribute **to** the cost of the monthly premiums for any of the Benefit Plans including L.T.D.I., Group Life, E.H.B. and Dental during any period **an** Employee is on leave of absence without pay or on temporary lay-off for a period in excess of ten **(10)** consecutive work days.
- (b) An Employee proceeding on lay-off or leave of absence without pay shall have **the** option of maintaining coverage on all insured benefits (L.T.D.I., Dental, Life Insurance and E.H.B.) or opting out of coverage for all benefits provided such option is exercised prior to the last day of work. In the event an Employee does not exercise his option all coverages shall cease.
- (c) An Employee proceeding on lay-off or leave of absence without pay shall have **the option of maintaining coverage on the Alberta Health Care Plan through the** Board or opting out of coverage provided such option is exercised prior to the last day of work. The Employee shall be responsible for the full payment of premiums during the total period of lay **off** or leave of absence. In the event an Employee does not exercise his option coverage shall cease.
- (d) While this article describes certain provisions applicable to the coverage of Employees, the eligibility for and the entitlement to benefits will be governed by the insurance policies which contain all governing terms of the benefit plans.



## Article 41

### University Courses

- 41.01** Regular, Sessional or Project Full-time Employees Tuition fees for credit courses taken at The University of Lethbridge by a Regular, Sessional or Project Full-time Employee in any academic year shall be waived.
- 41.02** Regular, Sessional or Project Part-time Employees Tuition fees for credit courses taken at The University of Lethbridge by a Regular, Sessional or Project Part-time Employee in any academic year shall be waived to the extent of fifty percent **(50%)** of the normal tuition fee.
- 41.03** All eligible Employees must satisfy all normal and prevailing academic and registration requirements, pay a non-refundable administration fee of fifteen dollars **(\$15.00)** at time of registration for each semester course and also pay such other general compulsory fees as are normally assessed to students. The Employee's spouse and eligible dependents shall also be entitled to tuition fee waiver to the same extent and on the same basis as outlined above for the Employee.
- 41.04** In the event an Employee voluntarily terminates his employment during the session to which the waiver applies the provisions of this Article shall be negated and the Employee shall be required to pay the normal fees on a pro rated basis.

## Article 42

### Vehicle Allowance

- 42.01** When **an** Employee is required by the University to use his personal vehicle in **the** performance of his duties, the Employee shall be entitled to receive a vehicle allowance in accordance with prevailing Board authorization.
- 42.02** When the Board requires an Employee to use his personal vehicle in the performance of his duties, and if additional insurance is required to maintain insurance coverage, the Board shall pay the difference between the personal use cost of insurance and the business use cost of insurance.

## **Article 43**

### **Staff Development**

- 43.01** Where the Board requires the retraining of an Employee due to the occurrence of technological change, the Board will pay for such training.

**Article 44**

**Pollution**

**44.01** The Board and the Local are concerned with the problems of environmental pollution and agree that they must continue to work together toward reaching solutions to these problems.

## Article 45

### Behavioral Health

- 45.01** The Board is concerned with the problems of behavioral health and will continue to assist Employees in this regard.
- 45.02** For the purpose of this Article, a behavioral health problem is defined **as** a physical or mental condition which affects the performance of an Employee **so as** to make his work unacceptable in a way that could be documented. Further, the Parties recognize **a** behavioral health problem **as** a condition which can respond **to** therapy **and** treatment; therefore, an absence from duty due to such therapy or treatment shall be subject to the sickness provisions of this Agreement provided the Board is satisfied the Employee is participating in a **recognized** program of therapy and treatment.
- 45.03** The Parties further agree to an exchange of information where applicable, pertinent to ~~the~~ treatment and progress of an Employee during such treatment provided that such Employee consents to an exchange of information.

## **Article 46**

### **Safety and Health**

- 46.01** The Board agrees to maintain a University wide safety program under the auspices of the University Joint Work Site Health and Safety Committee, which consists of representatives of the Board and Local.
- 46.02** The Parties agree that the maintenance of a safe and healthy ~~work~~ place environment is a major contributing factor to the well being of University Employees and to the efficient operation of the University and agree to cooperate in all such matters through the auspices of the University Joint Work Site Health and Safety Committee.
- 46.03** Where any concerns arise with respect to the work environment including matters related to video display terminals such matters shall be referred to the University Joint ~~Work~~ Site Health and Safety Committee.
- 46.04** The Board will provide the Local Officers with a list of the Members serving on the University Joint Work Site Health and Safety Committee and further, will make available copies of said list for posting on Bulletin Boards.
- 46.05** The Board shall notify the Chairman of the Local immediately when the Board is aware of the occurrence on the job of a fatal accident or the serious injury of an Employee.

## Article 47

### Uniforms and Protective Clothing

- 47.01** Where the Board requires that uniforms shall be **worn**, such uniforms shall be provided and replaced by the Board.
- 47.02** Where the Board requires that coveralls, smocks or other such items shall be **worn**, such items shall be provided, replaced and cleaned by the Board.
- 47.03** Protective clothing and safety equipment shall be provided by the Board **as** required by the Occupational Safety Act and the Regulations thereto at no cost to the Employee.

## Article 48

### Delivery Notice

**48.01** Any notice hereunder required to be given shall be deemed to have been sufficiently served **if** personally delivered or mailed in a prepaid registered envelope addressed, in the case **of** the Board, to:

**The Director of Human Resources**  
The University of Lethbridge  
**4401** University Drive  
Lethbridge, Alberta  
**T1K 3M4**

and in the case of the Union to:

The President  
The Alberta Union of Provincial Employees  
**10451 - 170** Street  
Edmonton, Alberta  
**T5P 4S7**

**Chair, Local 53**  
**The University of Lethbridge**  
**Box 68**  
Lethbridge, Alberta  
**T1K 3M4**

Union Representative  
The Alberta Union of Provincial Employees  
**1312** Mayor Magrath Drive  
Lethbridge, Alberta  
**T1K 2R1**



## ARTICLE 49

### Implementation of the **Salary** Schedule

- 49.01** All Employees shall be paid for work performed in accordance with the minimums **and** maximums of the salary ranges **as** listed in Schedule 'A' from time to time.
- 49.02** (a) Effective April **1, 1992** an increase of **1.5%** shall be applied to the individual salaries of all Full-Time Employees. Part-time and Casual Employees shall receive the same increase on a pro-rated basis.
- (b) **Each** Regular Full-Time Employee shall receive a one-time payment of **\$200**. **Each** Sessional Full-Time or Sessional Part-Time and **each** Regular Part-Time Employee shall receive the same onetime payment on a pro-rated basis to the Regular **Full-Time** hours worked in a calendar year.
- (c) **Each** Temporary Full-Time Employee shall receive a one-time payment of **\$100** and each Temporary Part-Time Employee shall receive a one-time payment of **\$50**.
- (d) The payment stated in **49.02 (b)** and (c) shall not form part of an employee's monthly salary or hourly rate for any other purpose, notwithstanding anything **to** the contrary in this collective agreement.
- 49.03** The increases outlined in **49.02** shall only be paid to those Employees on staff **as** of the date of ratification.
- 49.04** (a) Effective April **1, 1993**, all salary range minimums and maximums listed in Schedule 'A' and all individual salaries shall be adjusted in accordance with and to the same extent **as** the adjustment received by the Board to the University of Lethbridge regular operating grant.
- (b) In order to maintain the current premium sharing agreement, the Board agrees to increase its total contributions **to** the Benefit Plans provided in Article **39** and **40** effective July **1, 1993** by up to a maximum of **\$20,000**.

## Article 50

### Salary Increases

- 50.01** **An** Employee shall be paid for work performed in accordance with his classification **as** set out in Schedule "A".
- 50.02** For the purpose of this Article the anniversary date shall mean the date an employee is appointed to a regular or sessional position.
- 50.03** Employees shall receive an annual increase of one-full increment on the Employee's anniversary date. The amount of the annual increase shall be three percent (3%) of the Employee's regular salary in effect on the Employee's anniversary date except that:
- (a) Where merit is not sufficient either a full increment or one-half of a full increment may be withheld.
  - (b) Either a full increment or part of a full increment may be withheld where:
    - (i) the Employee has received a probationary increment within the previous twelve (12) months, in which case the increment may be prorated to reflect the number of months from the date of the probationary increment.
    - (ii) the Employee **has** been absent for a total of more **than** twenty-two (22) **work** days in the twelve (12) months preceding the anniversary date for reasons of lay-off, leave of absence without pay, maternity leave, or **was** in receipt of L.T.D.I. benefits.
    - (iii) **an** Employee's salary would exceed the maximum established for the position.
- 50.04** Amounts in excess of one normal increment per year may be awarded at the sole discretion of the Board.
- 50.05** When **an** increment or one-half (1/2) of a full increment is withheld, the Employee so affected will be advised forthwith by his immediate supervisor giving reasons in writing for such withholding, prior to the due date of the salary increment.

The foregoing shall not apply where the Employee's salary is less than a full increment from the maximum of the applicable salary range.

25

Article 51

Apprentices

**51.01** Definition

“Apprentices” are engaged on a full-time basis **as** Regular, Sessional or Temporary Employees to perform work in a trade **as** an Apprentice under the Manpower Development Act and in accordance with the University Apprenticeship Programme.

**51.02** (a) Apprentices who are:

- (i) new Employees hired **as** Apprentices or
- (ii) current Employees who are accepted into an apprenticeship programme, but who have completed **less** than one year’s continuous service with the University

shall be paid salaries based on the percentage rates established in the regulations issued pursuant to the Manpower Development Act.

- (b) A regular or sessional Employee who commences an apprenticeship programme after completing one or more years’ continuous service at the University shall be paid the greater of either the salary he received immediately prior to commencing the programme or the salary which would be applicable under the regulations issued pursuant to the Manpower Development Act. However, Article **50** (Salary Increases) shall not apply during the period of apprenticeship.

**51.03** Attendance at School

No Apprentice shall be granted time-off for trade school training until such time **as** he **has** completed six months continuous service **as** an apprentice.

An Employee in the Apprenticeship Programme attending school **as** required by the Manpower Development Act shall be deemed to be on leave of absence without pay.

**51.04** Application of Collective Agreement

Except **as** otherwise provided, the terms and conditions of this Agreement shall apply to Employees engaged **as** Apprentices in accordance with the provisions of Article 2 (Application of Agreement). However, Article 12 (Grievance Procedure) and Article **31** (Position Abolishment) shall not apply in respect of the termination of employment **as** an Apprentice **as** a result of:

- (a) The discontinuance of an apprenticeship programme, or

- (b) The failure of an apprentice to comply with the terms and conditions of the Manpower Development Act and/or regulations, or**
- (c) The unavailability of a Tradesmen position upon completion of the apprenticeship programme, or**
- (d) The unavailability of work required at the next higher period of apprenticeship to which the Apprentice is eligible to advance.**

## Article 52

### Slow Learners/Severely Handicapped Persons

- 52.01** The Parties agree that subject to the following conditions, employment of individuals under the above caption can be affected:
- (a) Positions may be full-time, part-time or casual but will be of a temporary nature **as** defined in Article 1 (Interpretation).
  - (b) Category will be Junior Clerk. Duties will be **as** follows:
    - (1) Folding brochures and/or posters.
    - (2) Distributing posters and flyers throughout the University.
    - (3) Attaching address labels to envelopes.
    - (4) Stuffing envelopes with flyers or brochures.
    - (5) Sealing envelopes.
    - (6) Sorting mail-outs for in-town or out-of-town postal delivery.
    - (7) Trucking mail-outs to post office.
  - (c) Article 2 (Application of Agreement, Clause 2.04) will apply.
  - (d) This position(s) will be in the Bargaining Unit and **dues** will be deducted in accordance with Article 7 (Union Dues and Checkoff).
  - (e) **Effective April 1, 1992, the rate of pay shall be \$6.08 per hour worked.**

## Article 53

### Continuation During Negotiations

- 53.01** Where notice to commence negotiations is served by either Party under the provisions of the Act, this Agreement shall continue in effect until:
- (a) settlement ~~is~~ agreed upon and a new Agreement signed.
  - (b) if settlement is not agreed upon, then this Agreement shall remain in effect until a new Agreement is concluded in accordance with the provisions of the Act.

Article 54

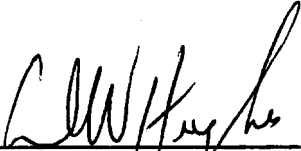


Duration of Agreement

- 54.01** This Agreement shall take effect as of the date of ratification and shall remain in full force and effect until March 31, 1994, and from year to year thereafter unless notice is served by either Party pursuant to the provisions of the Act.
- 54.02** Notwithstanding all of the foregoing, either Party may give the other Party notice in writing of its intention to commence bargaining with a view to amending the Agreement, not less than thirty (30) nor more than ninety (90) calendar days prior to March 31, 1994. Such notice shall be in accordance with the provisions of the Act.

IN WITNESS **WHEREOF** the parties hereto have caused these presents to be executed by their duly authorized officers in that behalf the day and year first above written.

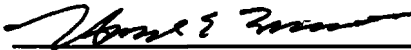
Signed this 24 day of June, 1992  
in the City of Lethbridge, Alberta.



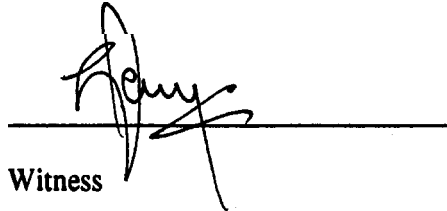
David W. Hughes,  
Chairman, The Governors of The  
University of Lethbridge



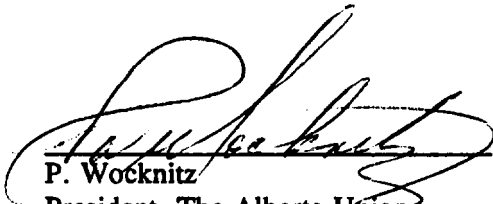
Witness



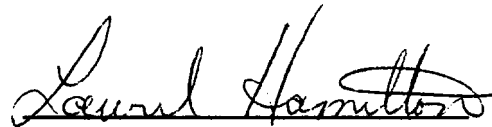
Howard E. Tennant  
President, The University of  
Lethbridge



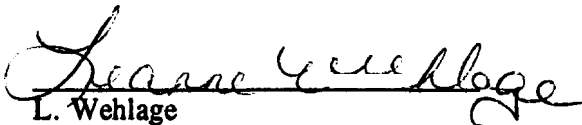
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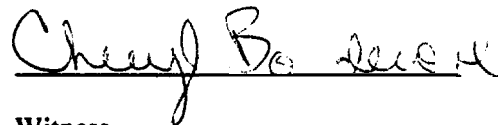
P. Wocknitz  
President, The Alberta Union  
of Provincial Employees



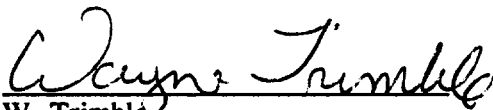
Witness



L. Wehlage  
Chair, Local 53  
The Alberta Union of  
Provincial Employees



Witness



W. Trimble  
Negotiator  
The Alberta Union of  
Provincial Employees



Witness



LETTER OF UNDERSTANDING

Between


The Board of Governors of The University of Lethbridge

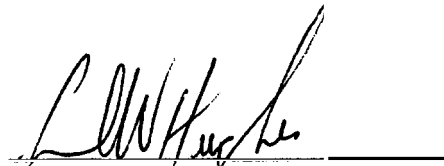
and

The Alberta Union of Provincial Employees

The Parties agree that in the event an employee is released from employment as a result of position abolishment during the term of this collective agreement, that employee will receive one and one/half (1 1/2) times the amount of written notice or pay in lieu thereof as provided in Article **31.02**.

The Parties further agree that no regular full-time or regular part-time employee will be laid off, pursuant to provisions of Article 30 (Seniority and Lay-off) during the term of this collective agreement.

  
on behalf of The Alberta  
Union of Provincial Employees

  
on behalf of the Board of  
Governors of the University of  
Lethbridge

Dated this 24 day of June, 1992.

LETTER OF UNDERSTANDING

Between


The Board of Governors of The University of Lethbridge

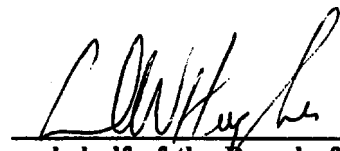
and

The Alberta Union of Provincial Employees

This letter of understanding will confirm the Board's intent for the duration of this agreement which is stated **as follows:**

**An** Employee of the Board, who is not included in the bargaining unit, shall not work on a support staff position which is included in the bargaining unit where such work will cause an employee in the bargaining unit to be laid off or will cause an employee's position to be abolished.

  
\_\_\_\_\_  
on behalf of The Alberta  
Union of Provincial Employees

  
\_\_\_\_\_  
on behalf of the Board of  
Governors of the University of  
Lethbridge

Dated this 24<sup>th</sup> day of JUNE, 1992.

LETTER OF UNDERSTANDING

Between

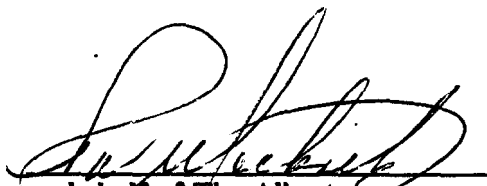
The Board of Governors of The University of Lethbridge

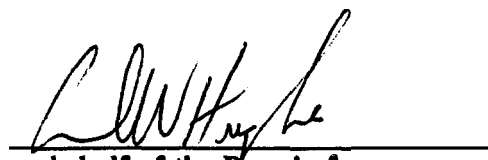
and

The Alberta Union of Provincial Employees

The Board agrees, for the term of this agreement to contact a designated person, to be mutually agreed to by the Board and the Union, for the purposes of allowing such person, or designate, to attend at new employee orientations held in the Human Resources Offices and conducted by Human Resources staff.

Such attendance by the designated person shall be limited to a maximum of fifteen minutes and shall be used for the purpose of meeting the new employee and providing information on the aims and services of Local 53. Such information is subject to clearance by the Director of Human Resources.

  
on behalf of The Alberta  
Union of Provincial Employees

  
on behalf of the Board of  
Governors of the University of  
Lethbridge

Dated this 24<sup>th</sup> day of June, 1992.

LETTER OF UNDERSTANDING

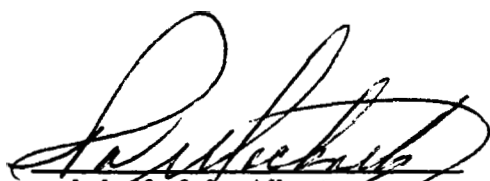
Between

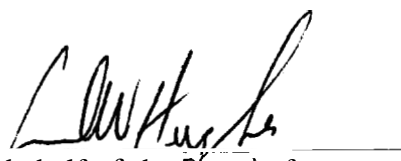
The Board of Governors of The University of Lethbridge

and

The Alberta Union of Provincial Employees

1. The Parties agree to establish a Joint Committee to study and assess the concept, need, cost and impact of a Deferred Salary Leave Plan within the Local 53 bargaining unit.
2. The Committee shall be comprised of six (6) persons, three (3) of whom will be appointed by the Board and three (3) of whom will be appointed by the Union and will be co-chaired by a representative of each party.
3. The findings and recommendations of a majority of the members of the Committee shall be presented to the Board and the Union by December 31, 1993.
4. The findings and recommendations shall be deemed to be non-binding on the parties.

  
on behalf of the Alberta  
Union of Provincial Employees

  
on behalf of the Board of  
Governors of the University of  
Lethbridge

Dated this 24<sup>th</sup> day of June, 1992.

## LETTER OF UNDERSTANDING

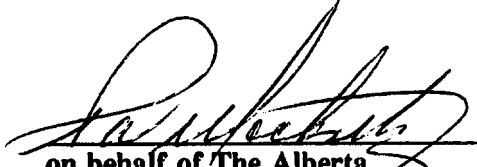
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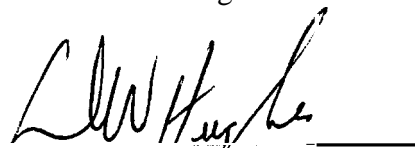
The Board of Governors of The University of Lethbridge

and

The Alberta Union of Provincial Employees

1. The Parties agree to establish a Joint Committee to review and make recommendations with respect to Article 38 (L.T.D.I.), Article 39 (Group Life Insurance) and Article 40 (Health Plan Benefits)
2. The Committee shall be comprised of six (6) persons, three (3) of whom will be appointed by the Board and three (3) of whom will be appointed by the Union and will be cochaired by a representative of **each** Party.
3. The purpose of the Committee will be to exchange relevant information and review the present structure of the provisions of the articles and the group benefit plans and make any recommendations concerning the revised structure and administration **as a** majority of the Committee shall deem appropriate. It is understood the Committee may recommend revisions to the existing articles and group plans.
4. Any changes which are recommended by a majority of the members of the Committee and ratified by the Board and the Union may be implemented by mutual agreement on or before April 1, 1993. The Committee shall conclude its review and issue a final report by January 31, 1993 unless mutual agreement in writing is reached on an extension.
5. The recommendations shall be deemed to be non-binding on the Parties.

  
on behalf of The Alberta  
Union of Provincial Employees

  
on behalf of the Board of  
Governors of the University of  
Lethbridge

Dated this 24<sup>th</sup> day of June, 1992.

LETTER OF UNDERSTANDING

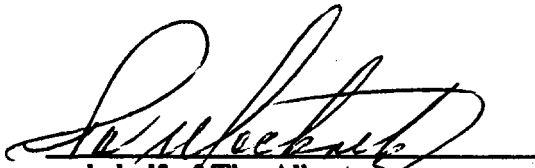
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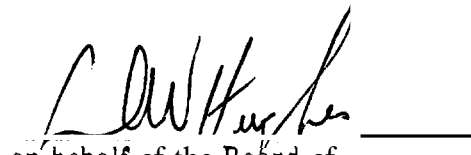
The Board of Governors of The University of Lethbridge

and

The Alberta Union of Provincial Employees

The Parties agree that in the event the Ethical Behaviour Office is dissolved and the position of Ethical Behaviour Officer is abolished, the Parties will meet and determine by mutual agreement the name of an alternate person who will act in place of the Ethical Behaviour Officer with respect to complaints of Sexual Harassment.

  
on behalf of The Alberta  
Union of Provincial Employees

  
on behalf of the Board of  
Governors of the University of  
Lethbridge

Dated this 24<sup>th</sup> day of June, 1992.

Letter of Agreement

Between

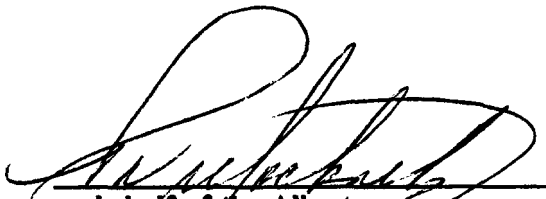
The Board of Governors of The University of Lethbridge

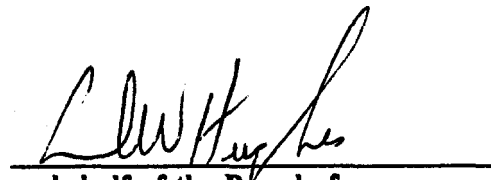
and

The Alberta Union of Provincial Employees

The Parties agree that for the **period** from April **1, 1992** to March **31, 1993** all bargaining unit **staff** in University Child Care Services shall receive no increase in their monthly salaries.

Each **staff** member shall only receive the one-time payment **as** provided in Article 49.02 (b) and (c) provided she is on **staff as** of the date of ratification.

  
on behalf of the Alberta  
Union of Provincial Employees

  
on behalf of the Board of  
Governors of the University of  
Lethbridge

Dated this 24<sup>th</sup> day of June, 1992.

## Salary Schedule "A"

THE UNIVERSITY OF LETHBRIDGE

Effective Date April 01, 1992

HRS/ DAY	Class Code Classification	MIN	MAX
(7)	1110 Clerk Typist I.....	1,499	2,052
(7)	1120 Clerk Typist II.....	1,623	2,287
(7)	1130 Clerk Typist III.....	1,774	2,507
(7)	1140 Clerk Typist IV.....	1,922	2,794
(7)	1200 Evaluations & Admission Assistant.....	2,084	3,203
(7)	1210 Student Records Assistant.....	1,922	2,857
(7)	1300 Admissions Clerk.....	1,816	2,620
(7)	1410 Admin Program Assistant I.....	2,032	3,065
(7)	1420 Admin Program Assistant II.....	2,204	3,565
(7)	1510 Academic Secretary I.....	1,543	2,139
(7)	1520 Academic Secretary II.....	1,684	2,367
(7)	1530 Academic Secretary III.....	1,814	2,522
(7)	1600 Dean', s Secretary.....	1,948	2,857
(7)	1910 Account Clerk I.....	1,677	2,361
(7)	1920 Account Clerk II.....	1,834	2,536
(7)	1930 Account Clerk III.....	1,958	2,794
(7)	2000 Accounting Assistant.....	2,147	3,358
(7)	2200 Payroll Clerk.....	1,834	2,536
(7)	2510 Bookstore Clerk I.....	1,499	2,052
(7)	2520 Bookstore Clerk II.....	1,623	2,287
(7)	2530 Bookstore Clerk III.....	1,774	2,507
(7)	2535 Bookstore Account Clerk.....	1,834	2,536
(7)	2610 Library Clerk I.....	1,499	2,052
(7)	2620 Library Clerk II.....	1,623	2,287
(7)	2630 Library Clerk III.....	1,774	2,507
(7)	2700 Library Assistant.....	1,922	2,857
(7)	2710 Library Aide.....	1,437	1,900
(7)	2800 Fine Arts Assistant.....	1,922	2,857
(7)	3125 Sports Information/Marketing Assistant.....	2,300	3,240
(7)	3150 Analytical Assistant.....	2,196	3,654
(7)	3200 Nurse.....	2,281	3,240
(7)	3280 Recreation Programmer.....	1,922	2,794
(7.5)	3290 Equipment Room Assistant.....	1,671	2,331
(7.5)	3295 Weight Room Monitor.....	1,704	2,415
(7.5)	3300 Equipment Room Foreman.....	1,959	2,726
(7)	3400 Aquatic Centre Assistant.....	2,033	3,076
(7)	3500 Buyer.....	2,099	3,217
(7)	3550 Bkst Retail Merchandise/Textbook Buyer.....	2,099	3,217
(7)	3600 Technical Assistant.....	1,630	2,344
(7)	3710 Technician I.....	2,012	2,957
(7)	3720 Technician II.....	2,263	3,364
(7)	3800 Science Technician.....	2,550	3,887
(7)	3900 Project Technician.....	2,364	3,706
(7)	4000 Faculty Technical Services Supervisor..	2,832	4,323
(7)	4100 Photographer.....	2,059	2,983
(7)	4210 Typesetter I.....	1,889	2,793
(7)	4220 Typesetter II.....	2,051	3,000
(7)	4300 Duplicating Equipment Operator I.....	1,630	2,344
(7)	4310 Duplicating Equipment Operator II.....	1,728	2,473
(7)	4450 Printer.....	2,626	3,364
(7)	4500 Printing Services Foreman.....	2,472	3,694
(7)	4550 Costume Assistant.....	1,995	3,027



Salary Schedule "A"

THE UNIVERSITY OF LETHBRIDGE

Effective Date April 01, 1992

HRS/ DAY	Class Code Classification	MIN	MAX
(7)	4600 Fine Arts Technician.....	2,550	3,887
(7)	4700 Theatre Technician.....	2,091	3,182
(7)	4800 Senior Theatre Technician.....	2,729	4,236
(7)	4900 Data Control Clerk.....	1,977	3,065
(7)	5000 Computer Operator.....	1,977	3,065
(7)	5110 Programmer Analyst I.....	1,977	3,065
(7)	5120 Programmer Analyst II.....	2,241	3,701
(7)	5130 Programmer Analyst III.....	2,672	4,302
(7)	5200 Telecommunications Technician.....	2,583	4,109
(7)	5300 Technical Writer/Instructor.....	2,633	3,919
(7.5)	5600 Aquatic Centre Operator.....	2,172	3,240
(7.5)	5710 Utility Worker I.....	1,718	2,295
(7.5)	5720 Utility Worker II.....	1,922	2,627
(7.5)	5730 Utility Worker III.....	2,144	3,129
(7.5)	5740 Utility Worker IV		
(7.5)	5741 Electrician.....	3,115	3,624
(7.5)	5742 Plumber.....	3,115	3,624
(7.5)	5743 Carpenter.....	2,990	3,478
(7.5)	5744 Auto Mechanic.....	2,789	3,246
(7.5)	5745 Operating Engineer 4th Class.....	2,667	3,103
(7.5)	5746 Painter.....	2,535	2,949
(7.5)	5747 Refrigeration Mechanic.....	3,026	3,522
(7.5)	5748 Millwright.....	3,026	3,522
(7.5)	5749 Instrument Mechanic.....	3,026	3,522
(7.5)	6200 Engineering Trainee 4th Class.....	1,403	
(7.5)	6310 Groundworker I.....	1,718	2,295
(7.5)	6320 Groundworker II.....	1,839	2,627
(7.5)	6400 Housing Worker.....	1,572	2,069
(7.5)	6450 Housing Foreman.....	1,819	2,473
(7.5)	6470 Housing Maintenance Operator.....	1,922	2,627
(7.5)	6510 Caretaker I.....	1,572	2,069
(7.5)	6520 Caretaker II.....	1,718	2,344
(7.5)	6610 Caretaker Foreman I.....	1,819	2,473
(7.5)	6620 Caretaker Foreman II.....	1,948	2,691
(7.5)	6700 Lifeguard.....	1,736	2,500
(7.5)	6800 Senior Lifeguard.....	1,922	2,665
(7)	6900 Stores/Warehouse/Driver.....	1,623	2,253
(7)	7000 Receiver/Shipper.....	1,843	2,605
(7.5)	7100 Day Care Worker.....	1,606	2,160
(7.5)	7310 Day Care Assistant I.....	1,638	2,258
(7.5)	7320 Day Care Assistant II.....	1,703	2,372
(8)	7400 Security Officer.....	2,004	2,734
(8)	7410 Security & Investigations Officer.....	2,188	3,000
**	5747, 5748, or 5749 with or 5745 or Building Operator "A".....	3,115	3,624
**	5745 with Building Systems Technician Certificate.....	2,916	3,394