

AGREEMENT

BETWEEN THE

**THE GOVERNORS OF
THE UNIVERSITY OF LETHBRIDGE**

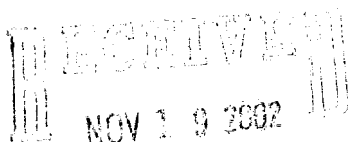
AND THE

**ALBERTA UNION OF PROVINCIAL EMPLOYEES
ON BEHALF OF LOCAL 053**

**AFFILIATED WITH
THE NATIONAL UNION OF PROVINCIAL
GOVERNMENT EMPLOYEES,
THE CANADIAN LABOUR CONGRESS AND THE
ALBERTA FEDERATION OF LABOUR**

JULY 1, 2002 – JUNE 30, 2005

USWA



05337 091

NUMERICAL TABLE OF CONTENTS

Preamble	
1	Interpretation.....2
2	Application of Agreement.....5
3	Probationary Periods.....7
4	Union Recognition.....8
5	Management Rights.....8
6	Legislation and the Collective Agreement.....8
7	Union Membership and Dues Check-off.....9
8	Union Stewards.....9
9	Time Off for Union Business.....10
10	Union Meetings and Notices.....11
11	Joint Consultation.....12
12	Settlement of Grievances.....12
13	Personal Files and Discipline.....15
14	Terms of Employment.....15
15	New or Altered Classification.....16
16	Hours of Work.....19
17	Overtime.....20
18	Reporting Pay.....22
19	Standby Pay.....22
20	Call-out Pay.....23
21	Shift Premiums.....23
22	Workers' Compensation Supplement.....23
23	Court Leave.....24
24	Maternity Leave.....24
25	Military Leave.....27
26	Special Leave.....27
27	Leave of Absence.....29
28	Paid Holidays.....30
29	Vacations.....32
30	Seniority.....33
31	Lay-off and Recall.....34
32	Job Opportunities and Promotions.....38
33	Acting Incumbent.....39
34	Rights on Transfer.....39
35	Casual Illness.....40
36	General Illness.....41
37	Conditions of Illness Leave Entitlement.....42
38	Long Term Disability Insurance Plan (L.T.D.I.).....44
39	Group Life Insurance.....45

NUMERICAL TABLE OF CONTENTS (Continued)

<u>Article No.</u>	<u>Page</u>
40 Health Plan Benefits.....	46
41 University Courses.....	48
42 Vehicle Allowance.....	51
43 Staff Development.....	51
44 Pollution.....	51
45 Sexual Harassment.....	51
46 Behavioral Health.....	51
47 Safety and Health.....	52
48 Uniforms and Protective Clothing.....	52
49 Delivery Notice.....	53
50 Implementation.....	53
51 Salary Increases.....	54
52 Apprentices.....	55
53 Mentally/Physically Challenged Persons.....	56
54 Instruction/Consulting/Responsibility Premium.....	57
55 Continuation During Negotiations.....	58
56 Duration of Agreement.....	58
LIST A.....	59
LIST B.....	60
SCHEDULE "A".....	61
SCHEDULE "B".....	64
SCHEDULE "C".....	65
LETTER OF UNDERSTANDING #1.....	66
LETTER OF UNDERSTANDING #2.....	67
LETTER OF UNDERSTANDING #3.....	68
LETTER OF UNDERSTANDING #4.....	69
LETTER OF UNDERSTANDING #5.....	70
LETTER OF UNDERSTANDING #6.....	71
LETTER OF UNDERSTANDING #7.....	72
LETTER OF UNDERSTANDING #8.....	73

ALPHABETICAL TABLE OF CONTENTS

<u>Article No.</u>	<u>Page</u>
33	Acting Incumbent.....39
2	Application of Agreement.....5
52	Apprentices55
46	Behavioral Health.....51
20	Call-out Pay.....23
35	Casual Illness.....40
37	Conditions of Illness Leave Entitlement.....42
55	Continuation During Negotiations.....58
23	Court Leave24
49	Delivery Notice.....53
56	Duration of Agreement.....58
36	General Illness.....41
39	Group Life Insurance.....45
40	Health Plan Benefits46
16	Hours of Work19
50	Implementation.....53
54	Instruction/Consulting/Responsibility Premium.....57
1	Interpretation.....2
32	Job Opportunities and Promotions.....38
11	Joint Consultation.....12
31	Layoff and Recall.....34
27	Leave of Absence29
6	Legislation and the Collective Agreement.....8
	Letter of Understanding #166
	Letter of Understanding #267
	Letter of Understanding #368
	Letter of Understanding #469
	Letter of Understanding #570
	Letter of Understanding #671
	Letter of Understanding #772
	Letter of Understanding #873
	LIST A.....59
	LIST B.....60
38	Long Term Disability Insurance Plan (L.T.D.I.).....44
5	Management Rights.....8
24	Maternity Leave.....24
53	Mentally/Physically Challenged Persons.....56
25	Military Leave.....27
15	New or Altered Classification16
17	Overtime.....20
28	Paid Holidays.....30

ALPHABETICAL TABLE OF CONTENTS (Continued)

<u>Article No.</u>		<u>Page</u>
13	Personal Files and Discipline.....	15
44	Pollution.....	51
	Preamble.....	1
3	Probationary Periods.....	7
18	Reporting Pay.....	22
34	Rights on Transfer.....	39
47	Safety and Health.....	52
51	Salary Increases.....	54
	SCHEDULE "A".....	61
	SCHEDULE "B".....	64
	SCHEDULE "C".....	65
30	Seniority.....	33
12	Settlement of Grievances.....	12
45	Sexual Harassment.....	51
21	Shift Premiums.....	23
26	Special Leave.....	27
43	Staff Development.....	51
19	Standby Pay.....	22
14	Terms of Employment.....	15
9	Time Off for Union Business.....	10
48	Uniforms and Protective Clothing.....	52
10	Union Meetings and Notices.....	11
7	Union Membership and Dues Check-off.....	9
4	Union Recognition.....	8
8	Union Stewards.....	9
41	University Courses.....	48
29	Vacations.....	32
42	Vehicle Allowance.....	51
22	Workers' Compensation Supplement.....	23

This Agreement made the _____ day of July, 2002.

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 referred to as the "Union").

of the second part

and

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:

ARTICLE 1

Interpretation

1.01 In this Agreement, unless the context otherwise requires:

- (a) "Union" means The Alberta Union of Provincial Employees,
- (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, 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.
 - (iii) Positions which are of a confidential nature with respect to labour relations.
 - (iv) Positions which are designated as student jobs.

A Student Job is one which would not normally be performed by a non-student employee. 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 the Union **and the Local** giving the reasons, in **writing**, for **such**

exclusion before the exclusion is to take effect.

Should the Union object to the exclusion within ten (10) workdays of receipt of the proposal, the exclusion shall not take place **until** settlement is reached pursuant to Article 12, Grievance Procedure, commencing at Step II.

(g) Employment Status

- (i) "Full-time Employees" are engaged to perform work on an established schedule based on the normal daily **and** weekly hours of work for their classification.
- (ii) "Part-time Employees" are engaged to perform work on an established schedule during only part of the normal work day, or on less than the full number of work days in each week but not less than one-half (1/2) the applicable full-time 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.

(h) Appointment Type

- (i) "Regular Employees" are engaged on either a Full-time or Part-time basis to perform duties which are of a continuous nature of indefinite extent. Such Employees are hereinafter referred to as "Regular Full-time Employees" or "Regular Part-time Employees".
- (ii) "Sessional Employees" are engaged on either a Full-time or Part-time basis for specified periods of employment of a recurring nature, approximately coinciding with the sessional periods established by The University Calendar. **Such** Employees are hereinafter referred to as "Sessional Full-time Employees" or "Sessional Part-time Employees".
- (iii) "Project Employees" are engaged on either a Full-time or Part-time basis to perform duties directly related to a defined project. They shall be employed for a specific period of time covering the duration of the defined project. The nature and duration of the project, and the period of employment shall be specified in the

Employee's letter of appointment, a copy of **which** shall be sent to the Local.

"Project Employees" may also be employed to backfill for a Regular or Sessional Employee who is seconded to perform duties directly related to a defined project. In these situations, the letter of secondment specifying the nature and duration of the project and the duties to be performed will be presented to the seconded Employee, a copy of **which** shall be sent to the Local. *Also*, a copy of the letter of appointment for the Project Employee shall be sent to the Local.

- (iv) "Temporary Employees" are engaged on either a Full-time or Part-time basis to replace Employees who are absent.
- (v) "Casual Employees" are Employees who cannot be defined as Regular, Sessional, Temporary, Apprentice or Project Employees. It is agreed that Casuals will not be employed to perform work that is known to be of a Regular, Sessional, or Project nature. Therefore, the status of a Casual Employee, working either full-time or part-time will be changed to that of a Regular, Sessional or Project Employee once the period of continuous employment exceeds ~~six~~ (6) months in the same job. The period of continuous employment may be extended by mutual agreement of the parties in writing.

The Appointment Type of a Casual Employee who in the course of recurring periods of employment no longer retains the employment attributes of a Casual Employee will be changed to that of a Regular, Sessional or Project Employee.

- (vi) "Apprentices" are engaged on a full-time or part-time basis to perform work in a trade as an Apprentice under the **Apprenticeship and Industry Training** Act and in accordance with the University Apprenticeship Programme.
- (i) "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.
- (j) "Work day" means any day on which an Employee is expected to be at **his** place of employment.
- (k) "Position" is the collection of specific duties and tasks normally assigned to an Employee.

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 prorata basis, **all** the terms and conditions of this Agreement which are applicable.
- 2.03 Project Employees and Employees engaged as Apprentices shall be granted all the terms and conditions of this Agreement, except that the following Articles shall be modified as follows:
- (i) Article **31** Lay-off and Recall - Shall not apply except with respect to notice of definite lay-off pursuant to Article 31.06.
 - (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 continue to a maximum of twenty-four **(24)** months from the end of the qualifying period.
- 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 Lay-off & Recall
 - (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 the following Articles shall not apply:

- (a)
 - (i) Article 3 Probationary Periods
 - (ii) Article 22 W.C.B. Supplement- (Casual Employees only)
 - (iii) Article 24 Maternity Leave
 - (iv) Article 25 Military Leave
 - (v) Article 26 Special Leave (**Temporary Employees eligible for bereavement leave under Article 26.12**)
 - (vi) Article 29 Vacations - (Casual Employees only)
 - (vii) Article 30 Seniority
 - (viii) Article 31 Lay-off & Recall
 - (ix) Article 34 Rights on Transfer
 - (x) Article 35 Casual Illness
 - (xi) Article 36 General Illness
 - (xii) Article 38 L.T.D.I.
 - (xiii) Article 39 Group Life Insurance
 - (xiv) Article 40 Health Plan Benefits
 - (xv) Article 41 University Courses
 - (xvi) Article 43 Staff Development
 - (xvii) Article 51 Salary Increases
- (b)
 - (i) Temporary 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 Sub-clause 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 Employees who are employed 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.

- (c) Casual Employees 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).
- (d) 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) "Probationary Employees" shall mean Regular, Sessional, Apprentice and Project Employees who are serving a probationary period as defined below, during their initial period of employment.
 - (b) The probationary period for employees at class level 9 and below shall be six (~~6~~) months. Employees at class level 10 and above shall serve a nine (9) month probation period.
 - (c) 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.
 - (d) The period of probation may be extended by written agreement of the Union and the Board. ~~Such~~ extension shall be communicated to the Employee no later than ten (10) work days prior to the expiration of the probationary period.
 - (e) The employment of a Probationary Employee may be terminated at any time during the probationary period.
- 3.02 (a) If a Temporary Employee or a Full Time or Part Time Casual Employee becomes a Regular, Sessional or Project Employee in the same position, and there is less ~~than~~ one (1) month break in service, the probationary period shall be reduced by the number of months of continuous service in that position. If the employee becomes a Regular, Sessional or Project Employee in a different position from that held as a Temporary or Casual Employee, and there is less than one (1) month break ~~in~~ service, the probationary period shall be reduced by the number of months of continuous service to a maximum of one-half (1/2) of the probationary period.

- (b) If a Project Employee serving a probationary period becomes a Regular or Sessional Employee in the same position, and there is less than one (1) month break in service, the probationary period ~~shall~~ be reduced by the number of months of continuous service in that position. If the employee becomes a Regular or Sessional Employee in a different position from that held as Project Employee, and there is less than one (1) month break in service, the probationary period shall be reduced by the number of months of continuous service to a maximum of one-half (1/2) of the probationary 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 practiced 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 discrimination;
 - (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, Sessional, Apprentice or Project 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 arbitration.

Differences concerning matters referred to in 12.01 (v) (vi) and (vii), may be submitted as a grievance directly at Step II 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.

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 a declared, specific sub-clause of 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 ten (10) 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, the grievance may be referred to Step II within ten (10) work days of the receipt of the written decision from Step I. The President, or a mutually agreeable designate, shall hear from representatives of the Board and the Union, at a hearing to be convened within fifteen (15) work days of receipt of the grievance. He shall issue **his** decision in writing within ten (10) work days of hearing the grievance. If it is a grievance as defined in 12.01 (i), (ii), (iii) or (iv) the decision of the Step II Officer shall be final and binding upon the Board, the Employee and the Union.

Step III

If it is a grievance as defined in 12.01 (v), (vi) or (vii) and no settlement is reached in Step II, **and** the employee has the approval **of** the Grievance Committee, the grievance may be referred to arbitration as provided in the Act. Where either party requests that a grievance be submitted to arbitration, the request shall be submitted to the other party in **writing** within fifteen (15) work days of the receipt of the written decision from Step II.

- 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** arbitration board shall have no power to add to, subtract from, modify or amend the provisions or terms of this Agreement.
- 12.10 **An** arbitration 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.
- 12.11 Procedures as stipulated in this Article may be varied by written agreement of the parties.

ARTICLE 13

Personal Files and Discipline

- 13.01 No Regular, Sessional, Apprentice or Project Employee shall be suspended or dismissed without just cause.
- 13.02 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.
- 13.03 **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.
- 13.04 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.
- 13.05 **An** Employee who has been subjected to disciplinary action may, after thirty (30) 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 (30) months period, and/or,
 - (b) a disciplinary suspension or dismissal is not the subject of an unresolved grievance.
- 13.06 **An** Employee shall receive a copy of any document regarding **his** work performance that is to be placed in the Employee's file.
- 13.07 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

- 14.01 It is agreed that:
- (a) applicable pay schedules as set out in Schedule "B", or "C" 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 the authorized representatives of the Parties.

14.02 The duties and responsibilities associated with a position shall be discussed with the Employee and made available to Employees in the form of a position description. The position description will be available to all new Employees in writing and will be made available in an electronic format for existing Employees.

14.03 Temporary (whose term of employment is in excess of six (6) months), Apprentice, Project and Probationary Employees shall be provided with a letter of appointment outlining rate of pay, classification, minimum hours of work, date of employment, approximate termination date, benefit entitlements (if applicable), 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 as listed in Schedule "A" during the term of this agreement, however, in such an event the Board shall provide the Union and an affected Employee with a copy of the completed Job Evaluation Questionnaire and advise, in writing, of the Grade Level to which the Board proposed the classification be allocated.

15.02 A representative of the Human Resources Department and a representative of the Union shall consult regarding the proposed allocation of new or altered classifications. If after consultation with Human Resources, the Union objects to the proposed allocation, the Union may submit the difference to a mutually agreeable arbitrator in accordance with the following procedure:

- (a) The Parties shall attempt to agree to an individual to act as the Arbitrator, but upon failing to do so following reasonable attempts shall request the Minister of Labour to appoint an Arbitrator.
- (b) The Arbitrator shall hear representatives of the Board and the Union and issue a decision in writing within thirty (30) days of the hearing.
- (c) The Arbitrator shall take into consideration:
 - (i) the Job Evaluation Plan, specifically the Point Rating System and Benchmark Positions, and,

- (ii) the total duties of **similar** positions allocated to the same class in the classification plan.
 - (d) The Arbitrator shall not have regard to:
 - (i) the Employee's qualifications, except that the Arbitrator shall not allocate a position to a classification for which the Employee does not possess the mandatory academic qualifications, or
 - (ii) pay considerations,

nor may the Arbitrator add to, detract from or modify the existing Job Evaluation Plan.
 - (e) The Arbitrator shall grant or deny the appeal as submitted and issue a decision in writing which shall be final and binding on the Employee, the Union and the Board.
 - (f) The parties shall equally bear the cost of the Arbitrator.
- 15.03 The Board may from time to time, review the Job Evaluation 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 in accordance with Clauses 15.01 and 15.02.
- 15.04
- (a) When a change is made in the assignment of duties and responsibilities which significantly alters any position listed in Schedule "A" in any department, the Department Head shall notify, in writing, the Director of Human Resources. A completed Job Evaluation Questionnaire shall accompany the notification.
 - (b) The Director of Human Resources shall review the change and notify the Department Head, the Employee and the Union in writing of his decision respecting the allocation of the position.
- 15.05
- (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. A completed Job Evaluation Questionnaire shall accompany the request.
 - (b) Within thirty (30) calendar days of receipt of the request and the Job Evaluation Questionnaire referred to in 15.05 (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 and the completed Job Evaluation Questionnaire referred to in 15.05 (a), the Employee may refer the request and the completed Job Evaluation Questionnaire 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, the Union and the Employee of the 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.
- (f) If the Employee does not agree with the decision of the Director of Human Resources, the Employee may appeal the decision in accordance with Clause 15.02. Such appeal shall be made in writing within twenty-one **(21)** calendar days after receipt by the Employee of the decision referred to in 15.05 (b) or 15.05 (e), 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.
- (g) Each appeal conducted in accordance with Clause 15.02 shall be based on the duties of the position at the time a review pursuant to Clauses 15.04 and/or 15.05 was initiated and shall not take into account any duties added or deleted subsequent to that time.

15.06 The Board shall provide the Job Evaluation Plan, including the Point Rating System and Benchmark Positions, and any subsequent amendments to the Union.

15.07 **An** Employee whose position is reclassified to a class with a higher salary range shall maintain their salary but be allocated to the salary range of the new classification or have their salary increased to the minimum salary of the new classification, whichever is greater.

- 15.08 **An** Employee whose position is reclassified to a class with a lower *salary* range shall not have **his** salary reduced. If the Employee's salary is over-range at a rate that exceeds the maximum salary assigned to the new classification, he shall not be eligible to receive pay increases **until** the maximum salary assigned to the classification equals or exceeds the over-range salary.
- 15.09 **An** Employee who has had their position reclassified upward to a higher grade level shall have their salary adjusted to the minimum of the new grade level, or to **an** appropriate step in the new grade level, which provides the Employee with a minimum of a three percent (3%) increment.
- 15.10 The effective date of an upward reallocation decision shall be the date the review process commenced in accordance with Clause 15.04 (a) or 15.05 (a) and the Employee's salary shall be adjusted accordingly.
- 15.11 Procedures or time limits as stipulated in this Article may be varied by written agreement of the parties.

ARTICLE 16

Hours of Work

- 16.01 The normal hours of work for Regular, Sessional, Apprentice, 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 (2X) 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. AU 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.

7.03 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 **(2X)** the regular rate in accordance with this Article, shall be paid at time and one-half (**1 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) hours 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) hours 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) One Dollar **(\$1.00)** per hour in addition to the Employee's regular rate of pay for work performed at regular rates, on shifts in which the major portion of the shift is worked between 3:00 p.m. and **4:59 a.m.**
 - (b) Seventy-Five cents **(\$0.75)** 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, Apprentice 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 fifty-two (**52**) weeks of leave without pay. The fifty-two (52) weeks is comprised of fifteen (**15**) weeks maternity leave and thirty-seven (37) weeks parental leave. 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 six (6) weeks notice in writing of the date on which she intends to commence maternity leave or parental leave. Notice prior to parental leave is not required after maternity leave unless it was originally agreed to only take fifteen (15) weeks of maternity leave.

Fathers are also eligible for up to thirty-seven (37) weeks of unpaid parental leave upon the birth or adoption of a child, after completion of one (1) year of continuous service. If both parents are employees, the parental leave may be taken entirely by one of the parents or can be shared between the mother and father. An employee should notify the Department Head or Supervisor as soon as possible, but in any case shall give the Department Head or Supervisor at least six (6) weeks notice in writing of the date on which he intends to commence parental leave.

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 Employment Insurance Benefit Plan

In place of Illness leave benefits provided in Article 36, the Board will provide a Supplemental Employment Benefit Plan (SEB 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 Human Resources Development (HRD) to establish a SEB plan in a way which meets the HRD standard criteria for SEB 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 HRD.

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 their former position or be placed in another comparable position at not less than the same salary that had accrued to them 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 four (4) weeks notice in writing of their intention to return to work. Employees who do not intend to return to work after their leave ends, are required to provide four (4) weeks written notice prior to the end of leave.

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 fifty two (52) weeks, 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 (Parental Leave)

Upon six (6) weeks notice being given to the Board, an Employee shall be granted leave of absence without pay for up to thirty-seven (37) weeks immediately following the adoption of a child up to the age of eighteen (18). The Employee may be required to furnish proof of adoption. **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 four (4) weeks notice in writing of their intention to return to work.

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) workdays.

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 **timeoff**, in consultation with their supervisor

on a daily basis, for the purpose of taking care of the person that is ill. A maximum of five (5) workdays shall be permitted in an Employee's employment year for this circumstance. Immediate family shall mean an Employee's spouse, domestic partner, son, daughter, mother, father, parent in-law, or anyone under the Legal guardianship of the employee.

26.03 Bereavement

Leave of absence shall 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, domestic partner, 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) workdays.
- (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) workday 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)workday 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)workday 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)workday for travel to and/or attendance at the funeral of a close friend as a pallbearer or mourner. Such leave shall be permitted to an accumulated maximum of one (1)workday in an Employee's employment year.

26.11 The maximum length of time for all circumstances provided in this Article, excluding Article 26.12, shall not exceed eleven (11)work days in total within an Employee's employment year unless additional Special Leave is approved by the Board.

26.12 Temporary Employee's shall be granted up to three (3) days bereavement pay in the event of a death occurring in a Temporary Employee's immediate family.

Immediate family shall mean an Employee's spouse, domestic partner, son, daughter, mother, father, parent in-law, or anyone under the Legal guardianship of the Employee.

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. Applications for a leave of absence in excess of thirty (30) calendar days shall be submitted, where possible, at least one (1)month prior to the date of their requested leave.

- 27.02 Employees shall be deducted one (1) day's pay for each workday 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.

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 preceding or 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.

28.05 (a) A Casual Employee shall be paid for holidays as set out in this Article if they have worked for thirty (30) work days or more in the twelve (12) months preceding the holiday, and were not absent without consent on their last regular work day preceding, or first regular work day following, the paid holiday.

(b) If a Casual Employee worked on the same day of the week as the paid holiday falls in at least five (5) of the nine (9) weeks preceding the paid holiday, then the Employee shall be paid for the holiday.

(c) 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.

ARTICLE 29

Vacations

29.01 (a) A Regular, Sessional **and** Project Employee **and** an Employee engaged as Apprentice will earn annual vacation as follows:

(i) One and one-quarter (1 1/4) workdays vacation for each calendar month worked from the commencement of **his** service.

(ii) One and two thirds (1 2/3) work days vacation for each calendar month worked following completion of seven (7) consecutive years of service. Any break in the Employee's employment with the Board of less than three (3) months is to be counted as a period of continuous employment.

(iii) Two and one-twelfth (2 1/12) workdays of vacation for each calendar month worked following completion of sixteen (16) consecutive years of service. Any break in the Employee's employment with the Board of less than three (3) months is to be counted as a period of continuous employment.

(b) A Temporary Employee will earn one **and** one-quarter (1 1/4)-work days vacation for each calendar month worked from the commencement of **his** service. **Annual** vacation leave shall be prorated for incomplete months worked.

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

- 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, where requested.
- 29.07 In the event that an Employee wishes to make special arrangements for the manner in which he takes **his** vacation, such arrangements may be made by mutual consent with his supervisor.
- 29.08 Effective September **1, 2003** a vacation balance of a **maximum** of **18** months entitlement may be accumulated at any given point.
- 29.09 **An** Employee who becomes hospitalized for a forty eight (48) hour period or more during a vacation period may cancel the remainder **of** the vacation with notification to their supervisor and request that it be re-scheduled at a later time. The Employee shall provide proof **of** hospitalization satisfactory to the Board.

ARTICLE 30

Seniority

- 30.01 Seniority shall be deemed to mean the length of continuous employment with the Board and is not accumulated during periods of indefinite lay-off, or during periods of definite lay-off and unpaid leaves of absence in excess of twenty-two (22) consecutive work days except those leaves granted due to illness, Apprenticeship Trade School Training 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 - Lay-Off & Recall, 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
- (a) No seniority shall be acquired by Probationary, Temporary or Casual Employees.
 - (b) Upon completion of the probationary period, a Regular, Sessional, Apprentice or Project Employee's seniority shall be made retroactive to the date of employment.
 - (c) **In** the event a Temporary or Casual Employee is appointed to a Regular, Sessional, Apprentice or Project position, and receives credit towards the completion of the probationary period, that employee's seniority and date of employment shall be made retroactive to the date established as the commencement of the probationary period.

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
- (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 the schedule outlined in Article 31.11, 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.

ARTICLE 31

Lay-off and Recall

31.01 This Article applies to Regular and Sessional Employees.

31.02 The following definitions shall apply in this Article:

- (a) Comparable Position - one which is the same with respect to classification, appointment type and employment status;
- (b) Non-Comparable Position - one which is lower with respect to classification, appointment type or employment status.

- 31.03 A lay-off is a separation from employment of more than ten (10) workdays, and may result from technological change, automation, contracting out, merger or dissolution of departments, financial restraints, or any other reason. Lay-off may be of a definite nature with an anticipated future recall for a period of time not to exceed four (4) months in duration; or, of an indefinite nature with no anticipated future recall.
- 31.04 (a) In determining the order of lay-off of Employees, seniority shall govern when all other relevant factors are equal.
- (b) The application of seniority under this provision shall relate only to Employees who are employed in the same department and employed in the same classification, except as provided in Clause 31.08 (c).
- 31.05 The Union and the Chair of Local 53 shall be notified in writing one week prior to the date of written notice to an Employee of lay-off.
- 31.06 Notice of lay-off, or pay in lieu thereof, shall be as follows:
- (i) Definite lay-off - one (1) month, and shall advise the Employee of the anticipated date of recall.
- (ii) Indefinite lay-off - one (1) month for Employees with more than one (1) but less than four (4) years of seniority; and, two (2) months for Employees with more than four (4) years of seniority.
- 31.07 Benefits may be maintained in accordance with Article 40.03 during a definite lay-off and an indefinite lay-off during the period the Employee retains recall rights.

Indefinite Lay-off

- 31.08 During the notice period, an Employee shall be entitled to the rights and be subject to the conditions set out in the following clauses:
- (a) The Employee shall be appointed to a vacant comparable position within the Department, provided the Employee is qualified and able to perform the work available.
- (b) The Employee shall be eligible, provided the Employee is qualified and able to perform the work available, for transfer to a vacant comparable or non-comparable position within any other department. Competitions for these positions shall be limited to employees on notice of lay-off or on lay-off during their recall period.

- (c) After the first half of the notice period has expired, an Employee who has been indefinitely laid-off and has not been successful in obtaining employment pursuant to sub-clauses 31.08 (a) or (b), when the affected Employee may elect to replace the least senior Employee in a non-comparable position within the Department, provided the Employee is more senior and is qualified **and** able to perform the duties of the position.
- (d) Should there be no Employee with less seniority, or should the laid-off Employee not choose to exercise the right to replace an Employee with less seniority, then the affected Employee shall proceed on lay-off without pay with recall rights as per the schedule in clause 31.11.
- (e) 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 this clause.
- (f) Notwithstanding the foregoing no Employee shall be permitted to replace an Employee who is in a higher classification, appointment type or employment status.
- (g) **An** Employee who refuses to accept a comparable position pursuant to sub-clauses 31.08 (a) or (b), shall forfeit all rights to the provisions of this Article from the date of such refusal.
- (h) **An** Employee who obtains employment in a non-comparable position, pursuant to sub-clauses 31.08 (b) or (c), shall retain their rights for appointment or transfer to a comparable position, pursuant to sub-clauses 31.08 (a) or (b), for the remainder of the notice period and the recall period as per the schedule in Clause 31.11.

31.09 A Regular or Sessional Employee displaced by a more senior Employee pursuant to Clause 31.08, shall be eligible only for the provisions of clauses 31.08 (a) & (b).

31.10 In cases of indefinite lay-off, the Board will pay out all unused annual vacation leave **and** outstanding compensatory time off at the end of the notice period.

31.11 A Regular or Sessional Employee, with more than one (1) year of seniority, on indefinite lay-off shall have right to be recalled in order of most senior first, according to the following schedule:

- (a) two (2) months, for employees with one (1) or more but less than two (2) years of seniority,

- (b) three (3) months, for employees with two (2) or more but less than four (4) years of seniority,
- (c) four (4) months, for employees with four (4) or more but less than six (6) years of seniority,
- (d) five and one-half (5 1/2) months, for employees with ~~six~~ (6) or more but less than eight (8) years of seniority,
- (e) seven (7) months, for employees with eight (8) or more but less than twelve (12) years of seniority,
- (f) eight and one-half (8 1/2) months, for employees with twelve (12) or more years of seniority,
- (g) twelve (12) months, for employees with sixteen (16) or more years of seniority.

31.12 An Employee on indefinite lay-off during the recall period shall be:

- (a) recalled in order of most senior first to any comparable vacant position with the department, provided the Employee is qualified and able to perform the work available;
- (b) eligible for appointment to any comparable or non-comparable vacant position within any other department, provided the Employee is qualified and able to perform the work available. Competitions for these positions shall be limited to such employees and employees who have received notice of lay-off;
- (c) considered for Project, Temporary or Casual employment, provided the Employee is qualified and able to perform the work available.
- (d) Employees who are recalled to a non-comparable position shall retain their recall rights in accordance with sub-clauses 31.12 (a) and (b) for the remainder of their recall period.

31.13 After one-half (1/2) of the notice period has expired, an Employee on indefinite lay-off may waive the right to recall and elect to receive pay in lieu of the remainder of the notice period plus separation payment at the regular rate of pay according to the schedule in Article 31.11.

31.14 **An** Employee who has been laid-off may elect to waive recall rights and receive separation payment at the regular rate of pay for the remainder of the recall period as per the schedule in Article 31.11.

31.15 **An** Employee not recalled by the end of the recall period shall be released from employment. If the Employee is subsequently rehired to a Regular

or Sessional position within two (2) years of the date of release, the Employee shall be reinstated with all seniority rights earned up to the date of release.

- 31.16 The Board may enter into **an** agreement with one or more Regular or Sessional Employees who may request to receive the separation payment as per the schedule in Article 31.11. Such request may not necessarily result in **an** offer of the separation payment. If the payment is approved, the Employee(s) will be required to resign at a time acceptable to the Board. In **such** cases, the Union and the Local will be notified in writing.
- 31.17 One or more Employees may elect to accept part-time or sessional employment to avoid or reduce the necessity of lay-off. In cases where **such** an offer is acceptable to the Board, the Employee so affected shall receive a separation payment equal to a percentage of the schedule in Article 31.11 corresponding with the reduction to their full-time employment.
- 31.18 In the event that there are no qualified applicants in a limited competition, the available position will be filled in the normal manner.

ARTICLE 32

Job Opportunities and Promotions

- 32.01 Notices outlining details of available Regular, Sessional, Project, Apprentice and Temporary positions for periods of employment exceeding one (1) month in duration will be maintained on notice boards at prominent locations on the Campus.
- When practicable, such notices will be posted for a period of no less than seven (7) calendar days prior to filling the vacancy.
- When the above procedure is not practicable, the Local will be so informed.
- 32.02 A promotion is defined as the movement of an Employee to a classification, which has a maximum salary, which is greater than the maximum salary of his current classification.
- 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.
- 32.03 **An** Employee who is promoted to a position with a higher-grade salary level shall have their salary adjusted to the minimum of the new grade

level, or to an appropriate step in the new grade level, which provides for a **minimum** of a three percent (3%) increment.

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 if their classification is Grade Level 5 or lower or six (6) months if their classification is Grade Level 6 or greater, is found to be unsuitable, will be placed in another position for which he possesses the necessary qualifications provided such a position is available.
- 34.02 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.

- 34.03 **An Employee who is promoted or transferred at the specific request of the Board and within three (3) months if their classification is Grade Level 5 or lower or ~~six~~ (6) months if their classification is Grade Level 6 or greater, 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:
- one (1)work day in the second month,
 - two **(2)**work days in the first three **(3)** months,
 - three **(3)** work days in the first four (4) months,
 - four (4) work days in the first five (5)months,
 - five (5)work days in the first six (6)months,
 - six **(6)**work days in the first seven **(7)** months,
 - seven (7)work days in the first eight (8) months,
 - eight (8)work days in the first nine (9) months,
 - nine (9) work days in the first ten (10) months,
 - ten (10) work days in the first eleven **(11)**months,
 - 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 eighty (180) consecutive calendar days.

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 Clauses 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 the remainder of the one hundred and eighty (180) consecutive calendar 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 the remainder of the one hundred and eighty (180) consecutive calendar 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 the remainder of the one hundred and eighty (180) consecutive calendar 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 the remainder of the one hundred and eighty (180) consecutive calendar 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

the remainder of the one hundred and eighty (180) consecutive calendar 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 the remainder of the one hundred and eighty (180) consecutive calendar days of illness.

36.03 **An** Employee upon return to active work after a period of general illness of less than one hundred and eighty (180) consecutive calendar days 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 eighty (180) consecutive calendar days. 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 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 Human Resources Development.
- 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; or,
 - (c) where there is indication of apparent misuse of illness leave.
- 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 Article 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

Lone 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 eighty (180) consecutive calendar days, 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-five percent (65%) of his normal monthly salary up to four thousand five hundred dollars (\$4,500) and forty-five percent (45%) of the balance of his normal monthly 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 six thousand dollars (\$6,000) 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, Sessional, Probationary, Apprentices and Project)
 - (i) Employees with dependents - four **(4)** 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) Part-time Employees (Regular, Sessional, Probationary, Apprentices and Project)
 - (i) Employees with dependents - twenty-five thousand dollars (\$25,000) of basic life insurance coverage.
 - (ii) Employees without dependents - five thousand dollars (\$5,000) of basic life insurance coverage.
- (c) The Board and Employee shall share the monthly premium costs for the insurance coverage pursuant to Sub-clauses 39.01 (a) **and** (b) **as** follows:
 - (i) The Board shall pay seventy-five percent **(75%)** of the total cost to a **maximum** of fourteen cents **(\$0.14)** per one thousand dollars **(\$1,000)** of insurance coverage.
 - (ii) The Employee shall pay the remaining portion of the premium.

- 39.02 The increase to Employees Group Life Insurance coverage shall be effective July 1, 1999.

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 per cent (100%) of the premium per month to a maximum of twenty-five dollars and eleven cents (\$25.11) per single rate and sixty dollars and seven cents (\$60.07) per family rate.

(b) Alberta Health Care Plan

The Board's contribution to the premium per month shall be to a **maximum** of thirty-three dollars (\$33.00) for single coverage and sixty-six dollars (\$66.00) 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 one hundred percent (100%) of the premium per month for full-time Employees to a maximum of nineteen dollars and fifteen cents (\$19.15) per single rate and sixty-one dollars and twenty-six cents (\$61.26) per family rate.

The Board shall pay one hundred per cent (100%) of the premiums per month for part-time employees to a maximum of eleven dollars and thirty cents (\$11.30) per single rate and twenty-nine dollars and seventy-nine cents (\$29.79) per family rate.

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

(i) Regular, Sessional, Apprentice and Project Employees
(Full-time):

An Employee who occupies a Full-time established or sessional position ~~shall~~ receive eighty per cent (80%) of the cost of the Basic Dental Services, fifty per cent (50%) of the cost of Major Dental Services up to a maximum benefits payable under the Plan of two thousand dollars (\$2,000.00) per covered person per year and fifty per cent (50%) of the cost of Orthodontic Dental Services up to a lifetime maximum benefit payable under the Plan of Two thousand dollars (\$2,000.00) per covered person.

(ii) Regular, Sessional, Apprentice and Project Employees
(Part-time):

An Employee who occupies a Part-time established or sessional position shall receive fifty per cent (50%) of the cost of Basic Dental Services, twenty-five per cent (25%) of the cost of Major Dental Services up to a maximum benefit payable under the Plan of one thousand dollars (\$1,000.00) per covered person per year and twenty-five per cent (25%) of the cost of Orthodontic Dental Services up to a maximum lifetime benefit payable under the Plan on one thousand dollars (\$1,000.00) per covered person.

- (e) Eligible treatments and services shall be reimbursed on the basis of the 1997 Alberta Dental Association Fee Schedule plus three per cent (3%).
- (f) 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 Plan.

- 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 lay-off for a period in excess of ten (10) consecutive work days.
- (b) **An** Employee proceeding on leave of absence without pay shall have the option of maintaining coverage on the Alberta Health Care Plan and 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. The Employee shall be responsible for the full payment of premiums during the total period of leave of absence. In the event an Employee does not exercise his option coverage shall cease.

- (c) **An** Employee on definite lay-off, or **an** Employee on indefinite lay-off during the period the Employee retains recall rights, shall have the option of maintaining coverage on the Alberta Health Care Plan and **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. The Employee shall be responsible for the **full** payment of premiums during the total period of layoff. 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 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, Apprentice or Project Full-time Employees Tuition fees and material's fees for graded courses taken at The University of Lethbridge in any academic year shall be paid by the Board.
- 41.02 Regular, Sessional, Apprentice or Project Part-time Employees Tuition fees and material's fees for graded courses taken at The University of Lethbridge in any academic year shall be paid by the Board 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), to a maximum of forty-five dollars (\$45.00) per semester/session 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
 - (a) Effective July 1, 1997 a Support Staff Scholarship Fund shall be established to provide a tuition fee scholarship for the Employee's spouse and eligible dependents.
 - (b) The definition of spouse and dependent shall be:
 - (i) Legal Spouse – the person lawfully married to the Employee according to applicable provincial legislation.
 - (ii) Domestic Partner – the person who the Employee has been in a conjugal relationship with **and** has cohabited with for **a** minimum of twelve (12) consecutive months.

- (iii) Dependent – the Employee's unmarried, natural, adopted, foster or step children under age 21, or under age 25 if they are full-time students (three (3) full courses per semester), who rely on the Employee for support.

The definition of legal spouse and dependent as outlined above applies only to the administration of the Support Staff Scholarship Fund and has no application to any other Article in this Agreement.

- 41.05 The Board's annual contribution to the Support Staff Scholarship Fund shall be thirty thousand dollars (\$30,000). Support Staff Scholarship funds not used in any year will be carried over at one hundred percent (100%) and added to the Fund in the subsequent year.
- 41.06 In the event that the Fund reaches 2.5 times the basic contributions of thirty thousand dollars (\$30,000), the Board's contribution would be limited to actual expenditures in the previous year.
- 41.07 To ensure the continued viability of the Support Staff Scholarship Fund in the future, a maximum amount of the Fund will be made available to be paid out each year from the total fund balance (composed of amounts carried forward from the prior year and annual Board contributions). To ensure equitable treatment of semesters, the allocation of the maximum amounts to the Spring, Summer and Fall semesters shall be forty-five percent (45%), ten percent (10%) and forty-five percent (45%) respectively. Any unused allocation in one semester will be carried forward to the next semester in the same fiscal year.
- 41.08 If the Fund is insufficient to cover the eligible scholarships, the scholarships shall be paid on a prorated basis.
- 41.09 A scholarship shall be awarded to the spouse and eligible dependents of Regular, Sessional, Apprentice and Project Full-time Employees for one hundred percent (100%) of tuition and material's fees for graded courses completed at the University of Lethbridge with a minimum of a 2.0 GPA for the relevant semester, subject to availability of funds, and in accordance with Clause 41.07.
- 41.10 A scholarship shall be awarded to the spouse and eligible dependents of Regular, Sessional, Apprentice and Project Part-time Employees for fifty percent (50%) of tuition and material's fees for graded courses completed at the University of Lethbridge with a minimum of a 2.0 GPA for the relevant semester, subject to availability of funds, and in accordance with Clause 41.07.
- 41.11 Eligible spouses and dependents must satisfy all normal and prevailing academic and registration requirements, and pay such other general compulsory fees as are normally assessed to students (e.g. Student's

Union, Meliorist, Athletics/Recreation Services, etc.). The fifteen dollar (\$15.00) per course administrative fee will be a charge to the **Fund** (to a maximum of forty-five dollars (\$45.00) per semester/session).

- 41.12 It is the responsibility of the Employee to ensure that scholarship applications are in compliance with the guidelines established for the Support Staff Scholarship Fund. Normal regulations on tuition payments and deadlines **will** apply:

Fall semester	-	December 15 th
Spring semester	-	April 15
Summer semester	-	August 15

Late applications will not be processed.

- 41.13 **An** application for the Support Staff Scholarship Fund will not be processed until **all** courses in the semester have been assigned a grade designation. Students with non-grade designations of Incomplete (I) or Continuing (X) will have their application processed with the next semester's applications.

- 41.14 Scholarship awards will be paid to recipients on the January, May and September payrolls.

- 41.15 The administration of the scholarship awards shall be arranged through Financial Aid, Financial Services and Payroll and Benefits.

- 41.16 In the event an Employee voluntarily terminates **his** employment during the session to **which** the waiver or scholarship 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.

- 41.17 Only undergraduate courses and programs at the University of Lethbridge are eligible for benefits paid pursuant to this Article.

- 41.18 Courses graded Credit/Non-Credit are not eligible for consideration. Courses graded Pass/Final will be combined with graded courses to determine GPA. If only a Pass/Fail course is taken, then courses "Passed" will receive maximum payment. "Failed" courses will receive no payment.

- 41.19 Employees on unpaid leave that exceeds twenty-two (22) days **will** be eligible to apply for the Tuition Fee Benefit for any graded undergraduate course(s) taken during the leave. If, after returning from an unpaid leave (excluding maternity leave, education leave and sessional layoff), the Employee voluntarily leaves the service of the University prior to the expiration of the term of their appointment or within twelve (12) months from the initial date of return, the Employee will be required to refund to the University the full amount of the tuition fee benefit less an amount

equal to one-twelfth (1/12) of such tuition fee benefit for each full month actually served.

ARTICLE 42

Vehicle Allowance

- 42.01 Where 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

Sexual Harassment

- 45.01 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.

ARTICLE 46

Behavioral Health

- 46.01 The Board is concerned with the problems of behavioral health and will continue to assist Employees in this regard.
- 46.02 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.

- 46.03 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 47

Safety and Health

- 47.01 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.
- 47.02 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.
- 47.03 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.
- 47.04 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.
- 47.05 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 48

Uniforms and Protective Clothing

- 48.01 Where the Board requires that uniforms shall be worn, such uniforms shall be provided and replaced by the Board.
- 48.02 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.

- 48.03 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 49

Delivery Notice

- 49.01 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
#203 1921 Mayor Magrath Drive
Lethbridge, Alberta
T1K 2R8

ARTICLE 50

Implementation

- 50.01 An Employee shall be paid for work performed for their respective classification as listed in Schedule "A" of the Collective Agreement, in accordance with the **minimums** and **maximums** of the salary ranges as listed in Schedule "**B**" or "**C**" of the Collective Agreement.
- 50.02 (a) Effective July 1, 2002 Schedule "D" (effective July 1, 2001) shall be replaced by Schedule "B" Salary Ranges (effective July 1, 2002).

- (b) Effective July 1, 2002 salaries will be increased by 4%, in addition to career progress increments, up to the maximum of their salary range.
- (c) Effective July 1, 2002, all salary range minimums and maximums listed in Schedule "D" (effective July 1, 2001) Salary Ranges will be increased by 2.5% (Schedule "B" salary ranges, July 1, 2002).
- (d) Effective July 1, 2002, those employees who do not realize a full four percent (4%) salary adjustment pursuant to 50.02 (b), excluding those employees whose salary is above the salary range maximum as of June 30, 2002, will receive the difference (paid in 12 monthly installments) between the increase they did realize, if any, and the salary adjustment they would have realized if they had not reached their salary range maximum.
- (e) Effective July 1, 2003, salaries will be increased by 4% in addition to career progress increments, up to a maximum of their salary range.
- (f) Effective July 1, 2003, all salary range minimums and maximums listed in Schedule "B" (effective July 1, 2002) will be increased by 2.5% . (Schedule "C" Salary Ranges).
- (g) Effective July 1, 2003, those employees who do not realize a full four percent (4%) salary adjustment pursuant to 50.02 (e), excluding those employees whose salary is above the salary range maximum as of June 30, 2003, will receive the difference (paid in 12 monthly installments) between the increase they did realize, if any, and the salary adjustment they would have realized if they had not reached their salary range maximum.

50.03 Effective July 1, 2004, the salaries of Employees and salary ranges Schedule "C" (effective July 1, 2003) shall be renegotiated in accordance with the letter of understanding.

ARTICLE 51

Salary Increases

51.01 **An** Employee shall be paid for work performed in accordance with his classification as set out in Schedule "A", "B", and "C" as appropriate.

51.02 **On** July 1st of each year an Employee shall receive a Career Progress Increment. The amount of the annual increase shall be three percent (3%) of the Employee's regular salary in effect on June 30th of that year 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 July 1st, for reasons of lay-off, (excluding Sessional Employees), 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 classification.

51.03 Amounts in excess of one normal increment per year may be awarded at the sole discretion of the Board.

51.04 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.

ARTICLE 52

Apprentices

- 52.01 (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 Apprenticeship and industry Training 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 Industry and Apprenticeship Training Act However, Article 51 (Salary Increases) shall not apply during the period of apprenticeship.

- (c) Article 3.03 shall not apply during the period of apprenticeship.

52.02 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 Industry and Apprenticeship Training Act shall be deemed to be on leave of absence without pay.

52.03 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 (Layoff and Recall) 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 Industry Training and Apprenticeship Training Act and/or regulations, or
- (c) The unavailability of a Tradesman 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 53

Mentally/Physically Challenged Persons

53.01 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 or part-time but will be of a Casual 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 2.05 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) The rate of pay shall be \$6.00 per hour worked.

ARTICLE 54

Instruction/Consulting/Responsibility Premium

- 54.01 Employees performing work in the classification of Lifeguard/Instructor I or Lifeguard/Instructor II be paid a wage premium of sixty cents (\$.60) per hour worked while instructing swimming lessons or other instruction related activities.
- 54.02 Employees performing work in the classification of P.E. Facility Assistant I, P.E. Facility Assistant II or P.E. Facility Supervisor, shall be paid a wage premium of one dollar (\$1.00) per hour worked while providing fitness consultations.
- 54.03 Employees performing work in the classification of Lifeguard/Instructor I shall be paid a wage premium of sixty cents (\$.60) per hour worked when assigned the responsibility of being the Senior Lifeguard on duty.
- 54.04 Employees performing work in the classification of Security Officers shall be paid a wage premium of seventy cents (\$.70) per hour when assigned the responsibility of being the Senior Officer on duty.

At no time shall the Instruction/Consulting/Responsibility 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 55

Continuation During Negotiations

- 55.01 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; or,
 - (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 56

Duration of Agreement

- 56.01 Except as otherwise provided, this Agreement shall take effect as ~~of~~ the date of ratification by the Local and shall remain in ~~full~~ force and effect until June 30th, 2005, and from year to year thereafter unless notice is served by either Party pursuant to the provisions of the Act.

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 amend the Agreement, not less than sixty (60) nor more than one-hundred and twenty (120) calendar days prior to June 30th, 2005. ~~Such~~ notice shall be in accordance with the provisions of the Act.

LIST A

List of Supervisors for the purposes of Article 15 (New or Altered Classification)

<u>DEPARTMENT</u>	<u>SUPERVISOR</u>
Ancillary Enterprises	Director
Development & Communications	Director
Faculties/ Schools	Department Chair/Dean
Financial Services	Director
Information Technology	Director
Library	Associate Librarian
Materials Management	Director
Operating Departments	Department Head
Physical Plant & Operations	Director
Registrar's Office & Student Services	Registrar

LIST B

List of Departments for Application of Article 31 (Lay-off and Recall)

- Faculty of Arts and Science
- Faculty of Education
- Faculty of Management
- Faculty of Fine Arts
- School of Nursing
- Library
- Registrar's Office & Student Services
- Financial Services
- Computing Services

Physical Plant Operations & Planning:

- Director's Office and Campus Planning
- e Caretaking
- Maintenance and Grounds
- e Utilities
- Security
- e P. E. Facilities

Ancillary Enterprises:

- Director's Office, Athletics & Recreation Services and Language Training Centre
- e Bookstore
- Printing Services
- Hospitality Services

Other/Miscellaneous:

- Development & Communications, Research Services, Faculty of Social Work
- denotes Department

SCHEDULE "A"
CLASSIFICATION GRADE LEVELS
THE UNIVERSITY OF LETHBRIDGE

Effective Date **July 1, 2002**

GRADE LEVEL	CLASS CODE	CLASSIFICATION	HOURS/ DAY
1	8105	General Clerk I	7
2	9102	Caretaker I	7.5
2	8405	Retail Clerk I	7
2	9535	Operating Engineer Trainee	7.5
3	9104	Caretaker II	7.5
3	8115	General Clerk II	7
3	9106	General Maintenance Worker	7.5
3	8110	Postal Clerk	7
4	9108	Caretaker III	7.5
4	8905	Records Support I	7
5	8305	Accounting Clerk I	7
5	8410	Driver	7
5	8120	Duplicating Equipment Operator I	7
5	8125	General Clerk III	7
5	9110	Groundswoker I	7.5
5	9210	Lifeguard/Instructor I	7.5
5	9112	Maintenance Worker I	7.5
5	9205	Phys Ed Facility Attendant	7.5
5	8910	Records Support II	7
6	8310	Accounting Clerk II	7
6	8205	Administrative Support I	7
6	8135	General Clerk IV	7
6	9114	Groundswoker II	7.5
6	8805	Library Operations Specialist I	7
6	9116	Maintenance Worker II	7.5
6	8415	Retail Clerk II	7
6	8420	Shipper/Receiver	7
7	8210	Administrative Support II	7
7	8130	Duplicating Equipment Operator II	7
7	9220	Lifeguard/Instructor II	7.5
7	9215	Phys Ed Facility Assistant I	7.5
7	8425	Retail Clerk III	7
7	9141	Building Maintenance Operator	7.5

8	8315	Accounting Clerk III	7
8	8220	Administrative Assistant I	7
8	8215	Administrative Support III	7
8	8925	Admissions Assistant	7
8	9120	Caretaker Supervisor	7.5
8	8505	Conference Assistant I	7
8	9505	Fine Arts Assistant	7
8	9118	Groundswoker III	7.5
8	9310	Graphics Arts Assistant	7
8	9230	Head Lifeguard	7.5
8	8145	Information Clerk	7
8	8810	Library Operations Specialist II	7
8	9122	Maintenance Worker III	7.5
8	9225	Phys Ed Facility Assistant II	7.5
8	8140	Postal Supervisor	7
8	9010	Programmer Analyst I	7
8	8430	Retail Assistant	7
8	9405	Security Officer	8
8	8920	Student Records Assistant	7
8	9005	Systems Support Specialist I	7
8	9305	Technical Specialist I	7
9	8225	Administrative Assistant II	7
9	8230	Administrative Program Assistant I	7
9	8435	Buyer	7
9	8510	Conference Assistant II	7
9	8330	Financial Assistant	7
9	9510	Fine Arts Technician I	7
9	8150	Information Centre Supervisor	7
9	8815	Library Operations Specialist III	7
9	9124	Maintenance Worker IV	7.5
9	8605	Public Relations Assistant	7
9	9410	Security Investigation Officer	8
9	8930	Student Records Supervisor	7
9	9315	Technical Specialist II	7
10	8320	Accounting Assistant	7
10	8235	Administrative Assistant III	7
10	8240	Administrative Program Assistant II	7
10	8705	Analytical Assistant	7
10	9130	Automotive Mechanic	7.5
10	9126	Carpenter	7.5
10	9515	Fine Arts Technician II	7
10	9128	Locksmith	7.5
10	9136	Maintenance Supervisor	7.5
10	9235	Phys Ed Facility Supervisor	7.5
10	9132	Painter/Sign Maker	7.5

10	9134	Printing & Graphic Arts Specialist	7
10	9020	Programmer Analyst II	7
10	8935	Records Analyst	7
10	9240	Recreation Program Leader	7
10	9015	Systems Support Specialist II	7
10	9320	Technical Specialist III	7
10	9212	Welder	7.5
11	8245	Admissions Specialist	7
11	5205	Communications Electrician	7.5
11	9520	Fine Arts Technician III	7
11	9144	Millwright	7.5
11	9138	Operating Engineer 4th Class	7.5
11	9140	Plumber	7.5
11	9142	Printing & Graphic Arts Supervisor	7
11	8250	Program Specialist	7
11	9030	Systems Support Specialist III	7
11	9325	Technical Specialist IV	7
11	9175	Automotive Mechanic	7.5
12	9148	Electrician	7.5
12	9530	Fine Arts Technician IV	7
12	9146	Instrument Journeyman	7.5
12	9025	Programmer Analyst III	7
12	9040	Systems Support Specialist IV	7
12	9330	Technical Specialist V	7
12	9335	Technical Supervisor	7

SCHEDULE "B"
SALARY RANGES
THE UNIVERSITY OF LETHBRIDGE
Effective Date July 1, 2002

GRADE LEVEL	MINIMUM	MAXIMUM
1	\$1,602	\$1,940
2	\$1,782	\$2,174
3	\$1,916	\$2,337
4	\$1,925	\$2,446
5	\$1,994	\$2,532
6	\$2,103	\$2,818
7	\$2,158	\$2,891
8	\$2,317	\$3,055
9	\$2,638	\$3,535
10	\$2,706	\$3,624
11	\$2,750	\$3,820
12	\$2,983	\$4,206

SCHEDULE "C"
SALARY RANGES
THE UNIVERSITY OF LETHBRIDGE
Effective Date July 1, 2003

GRADE LEVEL	MINIMUM	MAXIMUM
1	\$1,642	\$1,989
2	\$1,827	\$2,228
3	\$1,964	\$2,395
4	\$1,973	\$2,507
5	\$2,044	\$2,595
6	\$2,156	\$2,888
7	\$2,212	\$2,963
8	\$2,375	\$3,131
9	\$2,704	\$3,623
10	\$2,774	\$3,715
11	\$2,819	\$3,916
12	\$3,058	\$4,311

LETTER OF UNDERSTANDING #1

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.



On behalf of the
Alberta **Union** of Provincial Employees



On behalf of the Board of Governors
of the University of Lethbridge

Dated this 9th day of OCTOBER 2002.

LETTER OF UNDERSTANDING #2

between

The Board of Governors of the University of Lethbridge

and

The Alberta Union of Provincial Employees

The parties agree that the requirements of Article 1.01 (h) (v), requiring the Employer to change the status of Casual Employees once the period of continuous employment exceeds ~~six~~ (6) months in the same job, will be waived in the Aquatic Centre and P. E. Facilities under the following conditions:

- (a) the total ~~casual~~ hours for each area shall not exceed six hundred and ~~fifty~~ (650) hours per month (excluding casual hours worked for swim meets);
- (b) the Employer shall advise the Local on a monthly basis the total monthly casual hours for each area;
- (c) should the maximum hours be exceeded for more ~~than~~ three (3) consecutive months, representatives of the parties shall meet to discuss the reasons and attempt to reach an acceptable resolve to the situation; and,
- (d) should ~~an~~ acceptable resolution not be reached either party may terminate ~~this~~ Letter of Understanding by giving thirty (30) days written notice.



On behalf of the
Alberta Union of Provincial Employees



On behalf of the Board of Governors
of the University of Lethbridge

Dated this 9th day of OCTOBER 2002.

LETTER OF UNDERSTANDING #3

Between

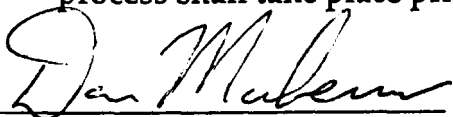
The Board of Governors of the University of Lethbridge

And

The Alberta Union of Provincial Employees

The parties agree to the following:

1. A Joint Committee shall be established to conduct an on going review of the benefit plans respecting the Extended Health Benefits and Dental Plans, pursuant to Article 40 of the Collective Agreement. The Joint Committee shall meet on or before September 15th of each year and submit a report on or before the following January 31st.
2. The Committee shall be composed of:
 - (a) Three (3) Employer representatives;
 - (b) Three (3) Union representatives; and,
 - (c) The Parties shall each appoint a Co-chair.
3. The Committee shall meet as it **deems** necessary to **formulate** recommendations for consideration by each Party's principals respecting the plans specified in Point 1 above.
4. In developing its recommendations the Committee shall:
 - (a) Review the benefits within each plan for opportunities to improve coverage and contain plan costs;
 - (b) Poll the members for their opinions **as** to the options they would like to see contained in the Plans; and,
 - (c) Consider any alternatives which may be agreed to by the Committee.
 - (d) Put forward a cost-neutral proposal(s).
5. Any recommendations formulated by the Committee respecting a change to a benefit plan must be achieved **by** agreement of the representatives of the Parties **to** this Committee. The Committee will make recommendations for consideration by the Employer and the Union and the normal ratification process shall take place prior to any changes being implemented.



On behalf of the Alberta Union of
Provincial Employees, Local



On behalf of the Board of Governors
of the University of Lethbridge

Dated this 9th day of OCTOBER, 2002

LETTER OF UNDERSTANDING #4

between

The Board of Governors of the University of Lethbridge

And

The Alberta Union of Provincial Employees

The parties agree as follows with respect to Article 40, Dental Plan, and specifically Article 40.02:

1. For the duration of the collective agreement in effect from July 1, 2002 and expiring on June 30, 2005 the following sub-articles **will** be removed ~~from~~ the collective agreement:
 - 40.02 (e)
 - 40.02 (f)
 - 40.02 (g)
2. The Board shall provide to **all** Employees, as outlined in sub-article 40.02(d), a written summary of the coverage provided under the plan document **including** Basic, Major, **and** Orthodontic as contained in the Collective Agreement in force as of June 30, 2002.
3. The parties will monitor the affects of the change over the life of the agreement. If it is determined by the Union and the Local that the changes have had an adverse affect on employee understanding of the Dental Plan, the wording of the Dental Plan outlined in Point 1 above will be reinstated within the replacement Collective Agreement.



On behalf of the Alberta Union of
Employees, Local 53



On behalf of the Board of Governors
of the University of Lethbridge

Dated this 14th day of OCTOBER, 2002.

LETTER OF UNDERSTANDING #5

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 as follows:

The Board shall not contract out work performed by bargaining unit employees for the period of time **up** to and including June 30, 2005.



On behalf of the
Alberta Union of Provincial Employees



On behalf of the Board of Governors
of the University of Lethbridge

Dated this 9th day of OCTOBER 2002.

LETTER OF UNDERSTANDING #6

between


The Board of Governors of the University of Lethbridge


and

The Alberta Union of Provincial Employees

OVER-RANGE EMPLOYEES

1. Effective July 1, 2002 all Employees who do not realize an increase in salary in accordance with Article 50 Implementation shall receive one thousand dollars (\$1,000.00) payable in twelve (12) monthly payments.
2. Effective July 1, 2003 all Employees who do not realize ~~an~~ increase in salary in accordance ~~with~~ Article 50 Implementation shall receive one thousand dollars (\$1,000.00) payable in twelve (12) monthly payments.


On behalf of the Alberta Union of
Provincial Employees, Local 053


On behalf of the
Board of Governors
of the University of Lethbridge

Dated this day 9th of OCTOBER 2002.

LETTER OF UNDERSTANDING #7

between


The Board of Governors of the University of Lethbridge


And

The Alberta Union of Provincial Employees

The parties agree to the following:

1. Employees currently on probation as of June **30, 2002**, or new Employee's receiving a Letter of Offer ~~from~~ the Board up to and including July 12, 2002, will be eligible to receive five percent (**5%**) increment on the 1st of the month following completion of their probationary period. **Such** increment shall be based on the Employee's regular salary in effect on the last day of the probation period.
probation period.


On behalf of the Alberta Union of
Provincial Employees, Local **53**


On behalf of the Board of Governors
of the University of Lethbridge

Dated this 9 day of October, 2002.

LETTER OF UNDERSTANDING #8

between

The Board of Governors of the University of Lethbridge

and


The Alberta Union of Provincial Employees


SALARY SCHEDULE RE-OPENER

1. Pursuant to Article 56 Duration of Agreement the Parties agree that effective July 1, 2004, salaries of **all** Employees and all salary range **minimums** and maximums listed in Schedule "C" Salary Ranges shall be renegotiated in the manner contemplated in Part 5 of the Public Service Employee Relations Act (the Act).
2. The renegotiation of the salaries and Schedule "C" **as** set out in Section 1 above will be treated by the **Parties** as the negotiation of a "dispute" under the Act. Should the Parties fail to reach an agreement the Parties agree that the procedures provided for in Part 6, Division 2 of the **Act** will apply to the **final** resolution.
3. In the event that the Labour Relations Board or the Courts should prohibit the use of Part 6, Division 2 of the Act, the following mechanism shall apply **as** a final and binding method of resolution:
 - (a) The salaries and Schedule "C" as set out in Section 1 above shall be resolved by an ad hoc tribunal comprised of one appointee of each party and a Chair to be agreed upon by the appointees.
 - (b) In the event the appointees cannot agree on a Chair, the Chair shall be appointed by the Labour Relations Board, and that appointment shall be binding upon the Parties.
 - (c) The ad hoc tribunal **and** the Parties shall proceed as though they and the proceedings were governed by the following Sections of the Act:

Section 48
Section 52
Section 55
Section 56
Section 57(1)
Section 58
Section 59
Section 60

- (d) The cost of the two appointees to the ad hoc tribunal will be borne by the Party on whose behalf the appointee was appointed; the cost of the Chair will be borne equally by the Parties. All other costs of each Party relative to the costs of the ad hoc tribunal will be borne by the Party incurring the cost.

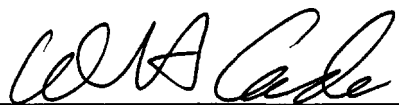

On behalf of the
Alberta Union of Provincial Employees


On behalf of the Board of Governors
of the University of Lethbridge


Dated this 9th day of OCTOBER 2002.

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.

Dated at Lethbridge, Alberta this 27th day of August, 2002.



William H. Cade
President and Vice-Chancellor
The University of Lethbridge




Witness



Dan MacLennan
President, The Alberta Union
of Provincial Employees



Witness



Nancy Walker
Vice President (Finance and Administration)
The University of Lethbridge



Witness




Donald MacDonald
Director, Human Resources
The University of Lethbridge



Witness



Jane Allan
Chair, Local 53
The Alberta Union of
Provincial Employees



Witness