

**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**

**JULY1, 2002 -JUNE30, 2005**

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This Agreement made the 27<sup>th</sup> day of August, 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 \_\_\_\_\_**

**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.L. - 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.L.
  - (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, Seasonal, 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, Seasonal 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, Seasonal 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 ~~serv~~ing 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 (15<sup>th</sup>) 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 Stewards 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), Apprentices, 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~~ my 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 **Classes** 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, Seasonal, 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. All such time off shall be taken at a time that is mutually agreeable with the Employee's Supervisor and in accordance with the following schedule:**

- (a) Compensating time off earned between January 1<sup>st</sup> and June 30<sup>th</sup> of any year must be taken by the following December 31<sup>st</sup>.
- (b) Compensating time off earned between July 1<sup>st</sup> and December 31<sup>st</sup> of any year must be taken by the following June 30<sup>th</sup>.

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 30<sup>th</sup> or December 31<sup>st</sup>.

17.03 **Notwithstanding anything to the contrary in this Agreement all Employees shall be subject to the daily overtime payment as provided in Sub-Clause 17.01(a) above. Part-time and Casual Employees working less than the normal hours of work stated in Clause 16.01 who are required to work longer than their usual daily or weekly hours shall be paid at the rate of straight time for the hours so worked until they exceed the normal daily or weekly hours for full time Employees in the same classification, after which the provisions of Clause 17.01 apply.**

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

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

17.05 (a) **An Employee who requests for personal reasons, and who as a result of such request is authorized to work daily or weekly hours in excess of his normal requirement, shall be compensated for the extra hours worked at straight time rates. It is not the intent of this**

Clause to deny an Employee overtime ~~rights~~ in respect of assigned overtime.

- (b) An Employee who is required to work overtime and, where permitted, ~~chooses~~ to work the overtime hours ~~during~~ a period that overtime pay is normally paid at double (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** ~~or~~ 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 **Classes** 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 time off, 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                   | <del>Easter</del> Monday |
| <del>Victoria</del> Day       | Canada Day               |
| August Civic Holiday          | Labour Day               |
| <b>Thanksgiving</b> Day       | Remembrance Day          |
| Christmas Day                 | <b>Boxing</b> Day        |
| <del>Christmas</del> 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 28<sup>th</sup>, 29<sup>th</sup> and 30<sup>th</sup>.
  - (ii) ~~When Christmas~~ Day falls on a Monday, ~~three~~ **(3)** Christmas float ~~holidays~~ will be observed on December 27<sup>th</sup>, 28<sup>th</sup> and 29<sup>th</sup>.
  - (iii) When **Christmas** Day falls on a Tuesday, ~~four~~ **(4)** Christmas float holidays will be observed on December 24<sup>th</sup>, 27<sup>th</sup>, 28<sup>th</sup> and 31<sup>st</sup>.
  - (iv) ~~When Christmas~~ Day falls on a Wednesday, ~~three~~ **(3)** ~~Christmas~~ float holidays will be observed on December 27<sup>th</sup>, 30<sup>th</sup> and 31<sup>st</sup>.

(v) **When Christmas Day falls on a Thursday, four (4) Christmas float holidays will be observed on December 29<sup>th</sup>, 30<sup>th</sup> and 31<sup>st</sup> and January 2<sup>nd</sup>.**

(vi) **When Christmas Day falls on a Friday or Saturday, three (3) Christmas float holidays will be observed on December 29<sup>th</sup>, 30<sup>th</sup> and 31<sup>st</sup>.**

**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 (21/12) 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**

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 ~~claws~~:
- (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 Employees 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 seven 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**

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

- 38.01 The Board **will** provide and **maintain** a Long **Term** Disability Insurance **Plan through** a policy in the name of the Board, with a private Insurance Company, to insure all applicable eligible Employees covered by **this** Agreement.
- 38.02 The cost of providing benefits to all eligible Employees covered under the **Plan shall** be fully paid by each eligible Employee.
- 38.03 The eligibility of an Employee **to participate** in the Long Term Disability Insurance **Plan** is subject to Article 2 (Application of Agreement) and all eligible Employees **shall** be covered in accordance with the provisions of the Insurance Policy.
- 38.04 **An** eligible Employee who becomes **ill** or disabled and who, as a result of **such illness** or disability, is absent from work for a period of one hundred and 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 benefit 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., Croup 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 a 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. **N o d** regulations on **tuition** payments and **deadlines** will apply:

Fall semester	-	December 15 <sup>th</sup>
Spring semester	-	April 15 <sup>th</sup>
Summer semester	-	August 15 <sup>th</sup>

Late applications **will** — 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 Employees **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 Offices 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, socks 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 maximums 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 1<sup>st</sup> 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 30<sup>th</sup> 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 1<sup>st</sup>**, 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 Em** **ployee** in the Apprenticeship Programme attending school as require! **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 at** 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)**

<b><u>DEPARTMENT</u></b>	<b><u>SUPERVISOR</u></b>
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**
- **Caretaking**
- **Maintenance and Grounds**
- **Utilities**
- **Security**
- **P. E. Facilities**

#### **Ancillary Enterprises:**

- **Director's Office, Athletics & Recreation Services and Language Training Centre**
- **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	Groundworker 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	Groundworker 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

<b>GRADELEVEL</b>	<b>MINIMUM</b>	<b>MAXIMUM</b>
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

<b>GRADE LEVEL</b>	<b>MINIMUM</b>	<b>MAXIMUM</b>
<b>1</b>	<b>\$1,642</b>	<b>\$1,989</b>
<b>2</b>	<b>\$1,827</b>	<b>\$2,228</b>
<b>3</b>	<b>\$1,964</b>	<b>\$2,395</b>
<b>4</b>	<b>\$1,973</b>	<b>\$2,507</b>
<b>5</b>	<b>\$2,044</b>	<b>\$2,595</b>
<b>6</b>	<b>\$2,156</b>	<b>\$2,888</b>
<b>7</b>	<b>\$2,212</b>	<b>\$2,963</b>
<b>8</b>	<b>\$2,375</b>	<b>\$3,131</b>
<b>9</b>	<b>\$2,704</b>	<b>\$3,623</b>
<b>10</b>	<b>\$2,774</b>	<b>\$3,715</b>
<b>11</b>	<b>\$2,819</b>	<b>\$3,916</b>
<b>I2</b>	<b>\$3,058</b>	<b>\$4,311</b>

**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 9<sup>th</sup> day of OCT, 2002.

**LETTER OF UNDERSTANDING #5**

between

**The Board of Governors of the University of Lethbridge**

and

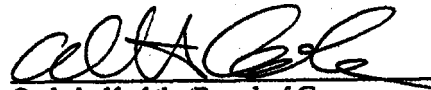
**The Alberta Union of Provincial Employees**

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 9<sup>th</sup> day of OCTOBER 2002.

**LETTER OF UNDERSTANDING #6**

between

The Board of Governors of the University of Lethbridge

and

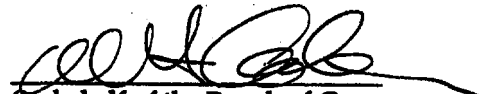
The Alberta Union of Provincial Employees

**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**

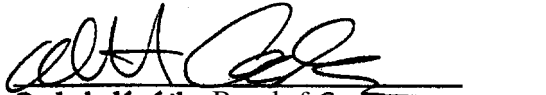
The Alberta Union of Provincial Employees

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 1<sup>st</sup> 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.



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 14<sup>th</sup> day of August, 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  
W o n 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 27<sup>th</sup> day of August, 2022.



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



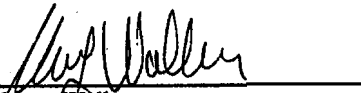
Witness



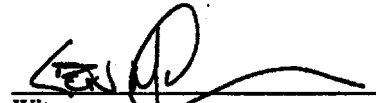
Dan MacLennan  
President, The Alberta Union  
of Provincial Employees



Witness



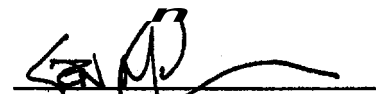
Nancy Walker  
Vice President (Finance and Administration)  
The University of Lethbridge



Witness



Donald MacDonald  
Director, Human Resources  
The University of Lethbridge



Witness



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



Witness