

University of
Lethbridge



COLLECTIVE AGREEMENT

BETWEEN THE

**GOVERNORS OF
THE UNIVERSITY OF LETHBRIDGE**

AND THE

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

July 01, 2017 - June 30, 2020

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This Agreement made the 24th of March, 2019

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*, R.S.A 2000 P.43, (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

1.1 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) "Chief Human Resources Officer" means the person appointed to the role of Chief Human Resources Officer at the University of Lethbridge
- (e) "Member" means an Employee of the University of Lethbridge 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) work days of receipt of the proposal, the exclusion shall not take place until settlement is reached pursuant to Article 12, Settlement of Grievances, commencing at Step 2.

(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 (½) the applicable full-time hours per week. Where two (2) 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", "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", "Sessional Full-time Employees" or "Sessional Part-time Employees".
- (iii) "Limited Term Employees" are engaged on either a Full-time or Part-time basis for a contractually limited period directly related to a defined project or for limited term funding. The minimum period is six (6) cumulative months and the maximum period is thirty-six (36) cumulative months.
 - (A) Limited Term positions may be "sessional in nature"
 - (B) The nature and duration of the terms and the periods of employment shall be specified in the Employee's letter of appointment, copies of which shall be sent to the Local.
 - (C) Should the appointment not conclude at thirty-six (36) cumulative months from the commencement date of the appointment, the Employee's status shall become Regular or Sessional as applicable.

- (D) Should the appointment conclude within thirty-six (36) cumulative months from the commencement date of the appointment, the Employee shall not be rehired to the same classification in the same department for the same project in a Limited Term appointment until at least one (1) year has passed.
- (E) Limited Term Appointments within the same classification in the same department for the same project may be extended in consultation with the Union, provided they do not exceed thirty-six (36) cumulative months in total.
- (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 Limited Term Employees. It is agreed that Casual Employees will not be employed to perform work that is known to be of a Regular, Sessional, or Limited Term 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 Limited Term Employee once the period of continuous employment exceeds six (6) months in the same job. Those Casual Employees, working either full-time or part-time on a continuous basis for more than four (4) months and who are terminated at or before six (6) months shall not be rehired to another Casual position within the same classification in the same Department for six (6) months following the date of termination. The six (6) month waiting period may be waived by mutual agreement between the Union and the Board.

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 Limited Term 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 Program.
- (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 their place of employment.
- (k) "Position" is the collection of specific duties and tasks normally assigned to an Employee.

- (l) "Manager" is the first out-of-scope supervisor to whom an Employee reports, directly or indirectly.
- (m) "Senior Administrator" is defined by University policy and the positions are listed in Appendix 1, which may be updated from time to time.

ARTICLE 2

Application of Agreement

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

- 2.1 Full-time Employees
 - (a) Regular Full-time Employees shall be granted all the terms and conditions of this Agreement that are applicable.
 - (b) Sessional Full-time Employees shall be granted, on a prorated basis, all the terms and conditions of this Agreement that are applicable during the sessional period(s) of employment. During the period of lay-off, Sessional Employees may
 - (i) elect to continue benefits by paying the full premiums, and
 - (ii) have access to funds in their HWSA (Article 40.03)
- 2.2 Part-time Employees
 - (a) Regular Part-time Employees shall be granted, on a prorated basis, all the terms and conditions of this Agreement that are applicable.
 - (b) Sessional Part-time Employees shall be granted, on a prorated basis, all the terms and conditions of this Agreement that are applicable during the sessional period of employment. During the period of lay-off, Sessional Employees may
 - (i) elect to continue benefits by paying the full premiums, and
 - (ii) have access to funds in their HWSA (Clause 40.03).
- 2.3 Limited Term 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:
 - (a) Article 31 Lay-off and Recall - Shall not apply except with respect to notice of definite lay-off pursuant to Article 31.06.
 - (b) Article 36 General Illness - Benefits payable under the provisions of this Article shall cease at the end of the specific period of employment.
 - (c) Article 38 L.T.D.I. - Benefits payable under the provisions of this Article shall continue to a maximum of twenty-four (24) months from the end of the qualifying period.

2.4 Probationary Employees shall be granted all the terms and conditions of this Agreement, except that the following Articles shall not apply:

- (a) Article 30 Seniority
- (b) Article 31 Lay-off & Recall
- (c) Article 34 Rights on Transfer
- (d) Article 36 General Illness
- (e) Article 38 L.T.D.I.
- (f) Article 40.02 Dental Plan
- (g) Article 41 University Courses
- (h) Article 43 Staff Development

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

- (a) The following articles do not apply to both Temporary and Casual Employees
 - (i) Article 3 Probationary Periods
 - (ii) Article 24 Maternity Leave/Parental Leave/Adoption Leave
 - (iii) Article 25 Military Leave
 - (iv)** Article 26 Special Leave (Temporary Employees eligible for bereavement leave under Article 26.03)
 - (v) Article 30 Seniority
 - (vi) Article 31 Lay-off & Recall
 - (vii) Article 34 Rights on Transfer
 - (viii) Article 36 General Illness
 - (ix) Article 38 L.T.D.I.
 - (x) Article 39 Group Life and AD&D
 - (xi) Article 40 Health Plan Benefits
 - (xii) Article 41 University Courses
 - (xiii) Article 43 Staff Development
 - (xiv) Article 48 Salary Increases
- (b) The following articles do not apply to Casual Employees:
 - (i) Article 16.04 Notice for Change in Shift
 - (ii) Article 22 Workers' Compensation Supplement
 - (iii) Article 29 Vacations
 - (iv) Article 35 Casual Illness and Medical Appointments

- (c) Temporary Employees receive two percent (2%) of salary in lieu of the benefits listed in Sub-Clause 2.05 (a) under the following conditions:
 - (i) the employee is appointed to a single position of more than six (6) months in duration, or
 - (ii) the employee is appointed to a position of less than six (6) months in duration and the position is subsequently extended beyond six (6) months. In this case, the pay-in-lieu of benefits is applied from the date the employee is notified in writing of the extension.
- (d) 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).
- (e) 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

- 3.1 (a) "Probationary Employees" shall mean Regular, Sessional, Apprentice and Limited Term Employees who are serving a probationary period as defined below, during their initial period of employment.
- (b) The probationary period for employees at classification level seven (7) and below shall be six (6) months. Employees at classification level eight (8) 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 their 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.
- 3.2 Probationary periods for Casual, Temporary, or Limited Term Employees
 - (a) Providing there is less than one (1) month break in service between the two appointments, a Temporary or Casual Employee who becomes a Regular, Sessional, or Limited Term Employee in:
 - (i) the same position, shall have the probationary period reduced by

the number of months of continuous service in that position.

- (ii) a different position, shall have the probationary period reduced by the number of months of continuous service to a maximum of one-half (1/2) of the probationary period.
- (b) Providing there is less than one (1) month break in service between the two appointments, a Limited Term Employee who becomes a Regular or Sessional Employee in:
 - (i) the same position, shall have the probationary period reduced by the number of months of continuous service in that position.
 - (ii) a different position, shall have the probationary period reduced by the number of months of continuous service to a maximum of one-half (1/2) of the probationary period.

3.3 Probationary Employees and Career Progress:

- (a) Probationary Employees are not eligible to receive a Career Progress Increment (Article 49) on July 1st.
- (b) Upon successful completion of their probationary period Probationary Employees shall receive a pro-rated portion of a Career Progress Increment for the months worked from their seniority date up to and including the previous June 30th.
- (c) The Probationary Employee shall receive a normal Career Progress Increment, as per Clause 49.01, on the July 1st following the end of their probationary period.

ARTICLE 4

Union Recognition

- 4.1 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.
- 4.2 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.
- 4.3 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 issued clothing, nor shall such an insignia be displayed on the Board equipment or facilities.
- 4.4 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

- 6.1 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.
- 6.2 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.
- 6.3 **Printing of the Agreement**
Upon individual Employee request within three (3) months of ratification, the Board will print copies of the Collective Agreement. The Board will also print an additional fifty (50) copies of the collective Agreement. The Board and the Union will each be responsible for one half (1/2) of all of the printing costs.

ARTICLE 7

Union Membership and Dues Check-off

- 7.1 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.
- 7.2 The Board agrees to deduct Union dues monthly from the pay cheques of all Employees covered by this Agreement.
- 7.3 The Board shall remit the Union dues that have been deducted from the pay of the Employees to the Union by the first working day after the fifteenth (15th) calendar day in the following month. Where an accounting adjustment is necessary to correct an over or under payment of dues, it shall be effected in the succeeding month. The deductions remitted shall be accompanied by particulars identifying each Employee in electronic format showing the name of the Employee, address, phone number, starting date, Employee number, classification, the amount of dues deducted and the Employee's basic monthly salary.

- 7.4 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.
- 7.5 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

- 8.1 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.
- 8.2 The Board recognizes the Union Steward as an Official Representative of the Union.
- 8.3 For the purposes of this Article a Union Steward's duties shall consist of representing or assisting in representing members with respect to the interpretation of any of the provisions of this Agreement.
- 8.4 A representative of the Union will be invited to participate in the Human Resources new employee orientation. The typical presentation should take up to thirty (30) minutes and the representative will not suffer a loss of pay.

ARTICLE 9

Time Off for Union Business

- 9.1 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 five (5) 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.

- 9.2 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) staff days in a year in which negotiations are conducted shall apply and shall not exceed seven (7) staff 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 Local who serve on the Provincial Standing Committees to attend regular committee meetings normally held once every two (2) months.
- 9.3 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.
- 9.4 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.
- 9.5 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

- 10.1 Upon forty-eight (48) hours written notice to the Chief Human Resources Officer, 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.

- 10.2 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 Chief Human Resources Officer.

ARTICLE 11

Joint Consultation

- 11.1 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.
- 11.2 The joint committee shall consist of no more than five (5) representatives from the Union and Board respectively other than by mutual consent.
- 11.3 These joint meetings shall be arranged through the Chief Human Resources Officer.
- 11.4 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

- 12.1 Definitions and Scope
- (a) A grievance is a difference arising out of the interpretation, application, operation or any contravention or alleged contravention of this Agreement. Grievances are categorized as follows:
- (i) An individual grievance is a difference affecting one (1) Employee. Such a grievance shall be initiated at Step 1 of the grievance procedure as outlined in Clause 12.02, except in cases of suspension or dismissal which will commence at Step 2.
- (ii) A group grievance is a difference affecting two (2) or more Employees. Such a grievance shall be initiated at Step 1 if all of the Employees are from the same department and at Step 2 if the Employees are from more than one (1) department and processed in the manner outlined in Clause 12.02. The results of such grievance shall apply proportionately as applicable to all Employees.
- (iii) A policy grievance is a difference that seeks to enforce an obligation of the Employer to the Union or the Union and its members to the Employer. The Employer or the Union can file a policy grievance. Such a grievance shall be initiated at Step 2 and processed in the same manner as other grievances.

- (b) The parties shall provide full disclosure at each step of the grievance procedure of all information available regarding the grievance.
- (c) A grievance concerning the dismissal or termination of employment of a Casual, Temporary, or Probationary Employee may be grieved at Step 2, but it cannot be a subject of arbitration at Step 3.
- (d) Differences 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.

12.2

Process

Informal Discussion

Within ten (10) work days from the date of the incident prompting the difference, or the date the Employee(s) could be expected to have been aware of the incident, the Employee(s), where appropriate, shall discuss the matter with the immediate supervisor with a view to resolving it. A Union Steward, at the request of the Employee(s), may accompany and assist the Employee(s) at this step.

Step 1

If the difference is not resolved in the Informal Discussion, a written grievance specifying the details of the grievance may be submitted to the Human Resources Department and the Senior Administrator within ten (10) work days from the date of the Informal Discussion. At the request of either party, a meeting will be held at this step. The decision of the Senior Administrator shall be issued to the Employee(s), in writing, within ten (10) work days of receipt of the written grievance.

Step 2

If no settlement is reached at Step 1, the grievance may be referred to Step 2 within ten (10) work days of the receipt of the written decision from Step 1 or for grievances initiated at Step 2 a written grievance specifying the details of the grievance may be submitted to the Human Resources Department and the Vice-President or a mutually agreeable designate within ten (10) work days from the date of the incident prompting the difference. The Vice-President or a mutually agreeable designate, shall hear from representatives of the Employer and the Union, at a hearing to be convened within fifteen (15) work days of receipt of the grievance. The Vice-President or designate shall issue a decision in writing within ten (10) work days of hearing the grievance.

Step 3

If no settlement is reached at Step 2 the grievance may be referred to Arbitration by the Union or the Employer as provided in the Labour Relations Code. 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 2. The Parties to this Agreement shall bear all fees and expenses for the Arbitrator or Arbitration Board including meeting location equally.

12.3 Optional Mediation

A grievance not resolved at Step 2 may be referred to Mediation if both the Union and the Employer agree to do so. A grievance not resolved at Mediation may subsequently be referred to Arbitration by either party providing written notice to the other within ten (10) work days of the Mediation concluding. If Mediation is agreed to, timelines for the Arbitration are held in abeyance pending the conclusion of the Mediation. The parties to this Agreement shall bear all fees and expenses for the Mediator including meeting location equally.

12.4 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 unreasonably denied.

12.5 Correspondence between the parties regarding the grievance shall be by registered mail, courier or hand delivery to either the AUPE office/Representative or Human Resources office/Consultant, as appropriate.

12.6 When a grievance or reply is delivered

- (a) by hand, the date of delivery shall be deemed to be the date submitted.
- (b) by registered mail or courier, the date of delivery shall be the day on which it was registered.

12.7 Failure to Meet Timelines

- (a) 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.
- (b) 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.

12.8 Where an Arbitrator or Arbitration Board determines that there are reasonable grounds for extending the time for any step in the grievance process or arbitration procedure, the Arbitrator or Arbitration Board may, notwithstanding Clauses 12.07 (a) and (b), grant an extension, even after the expiration of the time, if in its opinion the other party would not be unduly prejudiced by the extension

12.9 An Arbitrator or Arbitration Board shall have no power to add to, subtract from, modify or amend the provisions or terms of this Agreement.

- 12.10 An Arbitrator or Arbitration Board shall expressly confine the award to the precise issue submitted to arbitration 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

- 13.1 No Employee shall be suspended or dismissed without just cause.
- 13.2 When an Employee is disciplined and the discipline is to be a matter of record in the Employee's personnel file, that Employee shall be informed in writing as to the reason(s) for such discipline.
- 13.3 An Employee who is to be interviewed on any disciplinary action that is to be a matter of record on the Employee's personnel file or potential discipline shall be notified of the time and place of the interview at least twenty-four (24) hours in advance, unless otherwise mutually agreed upon. The Employee may be accompanied by a Union Representative or Union Steward at such interview.
- This clause is not meant to capture coaching, performance management or exploratory discussions, where discipline is not anticipated.
- 13.4 An Employee may be placed on suspension with pay pending the outcome of an investigation. Such a suspension is implemented as a precautionary, not disciplinary, measure.
- If it is practical to do so, communication of the suspension will be provided in person, in the presence of a Representative assigned by the Union, and no advance notice of this meeting is required. If it is not practical to meet in person, notice will be served by registered mail or courier to the last known address, and copied to the Union.
- 13.5 Interviews regarding discipline shall be conducted within ten (10) work days from the date of the incident prompting the investigation, or the date the Employer became aware of the incident, unless otherwise agreed between the Union and the Employer.
- 13.6 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 unreasonably denied. Reasonable requests include complicated cases, particularly if there are several witnesses, or when key individuals are not available.

- 13.7 Access to an Employee's personnel file shall be provided to the Employee or with the Employees consent an authorized designate, upon request and with reasonable notice, once in every year and in the event of a grievance. An Employee shall be entitled to examine the contents of the personnel file in Human Resources during business hours. The Employee or authorized designate may request a representative of the Union to be present at the time of such examination.
- 13.8 An Employee who has been subjected to disciplinary action may, after twenty-four (24) months from the date the disciplinary action was invoked, request that their 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 twenty-four (24) month period, and/or,
 - (b) a disciplinary suspension or dismissal is not the subject of an unresolved grievance, and/or
 - (c) the Employee is not on suspension with pay pending the outcome of the investigation.
- 13.9 An Employee shall receive a copy of any document regarding their work performance that is to be placed in the Employee's personnel file.
- 13.10 The personnel file referred to in this Article is the personnel file which is maintained by the Human Resources Department.

ARTICLE 14

Terms of Employment

- 14.1 It is agreed that:
- (a) applicable pay schedules as set out in Schedule "B" 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.
- 14.2 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.

- 14.3 Temporary (whose term of employment is in excess of six (6) months), Apprentice, Limited Term 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 Stewards.

ARTICLE 15

Classifications

- 15.1 The Parties are committed to ensuring the integrity of the job classification system and recognize that consistency and objectivity are important factors in this pursuit. The Parties further recognize that job classification is a measurement of the job and its related tasks and responsibilities and does not address issues related to work volume, long service or other pay issues.

The Parties agree that it is the Employer's right to determine the job that is to be performed, and that jobs may need to be altered from time to time in order to meet operational needs.

- 15.2 (a) 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 Position Classification Questionnaire (PCQ) and advise, in writing, of the Grade Level to which the Board proposed the classification be allocated.
- (b) When the Board establishes a new classification for which there is no salary range in Schedule "A" they may create an interim salary range and provide written notice to the Union. The Union may contest the proposed salary rate. Should the Parties not be able to agree on the salary range the matter will be referred to Arbitration.

15.3 The Job Evaluation Plan

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 Clause 15.02.

15.4 Eligibility for Review

A position may be submitted for review by either the Manager or Employee under the following conditions:

- (a) A new position is created, or
- (b) There have been material and significant changes to an existing position, and

- (i) At least one (1) year has elapsed since the previous review, or
- (ii) The Manager requests and receives special consideration from Human Resources.

15.5

Process for Review

- (a) The Manager and/or the Employee recognize that a position needs to be reviewed:
 - (i) The Manager notifies the Employee in writing, or
 - (ii) An Employee makes a request in writing to the Manager that the allocation of their position be reviewed.
- (b) Within four (4) weeks, the Manager and the Employee
 - (i) reach agreement on the PCQ and it is posted on the system to be approved by the Manager and submitted for review by the Senior Administrator, or
 - (ii) If there is a failure to reach agreement, the Manager or the Employee may approach Human Resources and the Union for assistance. If consensus cannot be reached during this process, the PCQ as prepared by the Employee will be posted to the system for review by the Senior Administrator.
- (c) Within two (2) weeks of receipt, the Senior Administrator approves the PCQ or notifies the Employee and Manager in writing that it is not approved, and the reasons why. The PCQ can then be resubmitted by the Employee with agreed-changes, it can be abandoned, or the Senior Administrator or Employee can approach Human Resources and the Union for assistance.
- (d) If the Senior Administrator, Manager, and Employee cannot reach consensus, or in any event within two (2) weeks of the date the Employee receives notification that the completed PCQ referred to in 15.05 (b) is not approved by the Senior Administrator the Employee may refer the request and the completed PCQ to Human Resources for evaluation in consultation with the Senior Administrator.
- (e) Within twelve (12) weeks of receipt of the PCQ, Human Resources
 - (i) Notifies the Employee (if applicable) and the Manager if changes are required in order for the PCQ to be scored. At this point, timelines are suspended until a revised PCQ is received, and
 - (ii) Determines the scoring of the position, and
 - (iii) Consults with the Union on the scoring of the position, and
 - (iv) Notifies the Manager, Union, and Employee of the decision in writing.

15.6

Appeals Process

The process for appealing a decision on a position review is as follows:

- (a) Within two (2) weeks of receipt of the decision, the Union and/or Manager may appeal the decision of Human Resources. If the Union or Manager fail to comply with this time limit, the right to appeal the allocation decision is considered to have been abandoned.
- (b) Each appeal shall be based on the duties of the position at the time a review pursuant to Clause 15.05 was initiated and shall not take into account any duties added or deleted subsequent to that time.
- (c) Within four (4) weeks, an appeal will be conducted by a tribunal consisting of a representative of Human Resources, the Union, and a jointly-agreed upon third party expert in job classification.

The Tribunal shall:

- (i) take into consideration:
 - (A) the Job Evaluation Plan, specifically the Point Rating System and Benchmark Positions, and,
 - (B) the total duties of similar positions allocated to the same class in the classification plan.
- (ii) not have regard to:
 - (A) the Employee's qualifications, except that the Tribunal shall not allocate a position to a classification for which the Employee does not possess the mandatory academic qualifications, or,
 - (B) pay considerations,
- (iii) not add to, detract from or modify the existing Position Classification Questionnaire or the existing Job Evaluation Plan.
- (d) The Tribunal 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 Employer.
- (e) The Parties shall bear the cost of the Tribunal equally.

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

15.8 Reclassifications

- (a) An Employee whose position is reclassified to a class with a lower salary range shall not have their salary reduced for a twenty-four (24) month period. Upon the completion of the twenty-four (24) month period the Employee's salary will be reduced to the current salary range maximum.
- (b) An Employee whose position is reclassified to a class with a higher range shall have their salary increased by four percent (4%) or to the minimum of the new grade level, whichever is greater.

- (c) 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.

15.9 Procedures or time limits as stipulated in this Article may be varied by written agreement of the Parties.

ARTICLE 16

Hours of Work

16.1 The normal hours of work for Regular, Sessional, Apprentice, Limited Term and Temporary Full-time Employees shall be:

- (a) 35 hours per week and 7 hours per day, or
- (b) 37 ½ hours per week and 7 ½ hours per day, or
- (c) 40 hours per week and 8 hours per day (applies only to those classifications requiring continuous shift operation).

16.2 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.

16.3 At about the mid-point in the work day all Employees working six (6) hours or more shall receive a minimum of one-half (½) 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 their workstation of employment during their meal period shall be paid for such meal period at the Employee's regular rate of pay.

16.4 Except in cases of emergency, seven (7) calendar days' notice shall be given in writing before a change of shift.

16.5 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.

16.6 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) 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 the Employee's 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) When a change affects the unit, 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.
- (c) The terms of the variations do not result in a reduction of salary to the Employees involved.
- (d) Employees working according to a modified hours of work schedule 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

17.1 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 at the rate of two times (2x) the regular rate of pay.

17.2 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:

Effective January 1, 2019 an Employee may take equivalent time off in lieu of payment for overtime, provided no more than seventy-five (75) hours are already in the Employee's bank. Once the seventy-five (75) hours maximum has been banked, any remaining hours shall be paid out on the next pay, subject to payroll deadlines.

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

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

17.3 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.

17.4 Where it is necessary for an Employee to travel on University business, where the combination of travel time and work time exceeds the Employee's regular hours of work they 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 their normal day of work and on their regularly scheduled day(s) of rest.

17.5 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 their 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.

ARTICLE 18

Reporting Pay

18.1 When an Employee reports to work at the commencement of their regularly scheduled shift and no work can be made available, that Employee shall be paid three (3) hours at their 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.

18.2 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

19.1 When an Employee is designated to be immediately available to return to work during a period in which they are not on regular duty, the Employee shall be paid the amount of one-half (½) hours' pay at their 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.

19.2 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.

19.3 When an Employee is called back to work during a period in which they were on standby, the Employee shall be compensated pursuant to Clause 19.01 for the hours they were on standby and paid pursuant to Article 20 (Call-out Pay), for the hours worked on call back.

19.4 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

20.1 When an Employee is called from home to work at a time outside their normal working hours, that Employee shall be paid the overtime rate for the actual hours worked during such call-out and for the time spent travelling to and from work; but, nevertheless, is guaranteed a minimum of four (4) hours' pay or compensatory time off at their 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.

20.2 When the call-out results in additional trips between the Employee's residence and their place of work, mileage rates or transportation fares, whichever is appropriate, shall be paid by the Board.

20.3 When a call-out forms a continuous period with the Employee's normal working hours, the Employee's normal working hours will not be reduced as a result of the call-out.

Telephone Calls

(a) Employees who are formally designated by their Department to receive urgent work-related telephone calls at home outside of the normal working hours shall be compensated at the applicable overtime rate for all time engaged in such calls. Notwithstanding the foregoing, if the time worked receiving a call and making or receiving additional telephone calls related to the original telephone call totals more than twenty (20) minutes or less, an Employee shall be compensated a minimum of one-half (½) hours pay at straight time rates or the equivalent time off in lieu. For compensation purposes, two (2) or more calls received within a thirty (30) minute period will be considered to be a single call.

(b) Compensation for responding to a telephone call at home will not be paid in the circumstances in which the telephone call results in the Employee having to leave home and return to work. In such cases, the provisions of Clauses 20.01, 20.02 and 20.03 shall apply.

ARTICLE 21

Shift Premiums

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

- (a) two dollars (\$2.00) per hour in addition to the Employee's regular rate of pay for all hours worked at regular rates, on shifts in which the major portion of the shift is worked between 3:00 pm and 4:59 am.
- (b) two dollars (\$2.00) per hour for all hours worked at regular rates between 12:00 am on Saturday and 11:59 pm on Sunday.

21.2 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

22.1 If an Employee sustains an injury in the course of their duties with the University which causes them to be absent from work and is eligible for Workers' Compensation, the Employee shall be paid that amount necessary to make up the difference between what they receive as compensation and their regular full salary for up to a maximum of one hundred and twenty (120) work days in any employment year.

22.2 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.

22.3 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.

22.4 The parties agree that the Workers' Compensation supplement is intended only for the purpose of protecting an employee from loss of income while they are unable to work because of injury.

22.5 Notwithstanding the above, a Limited Term, Apprentice, or Temporary Employee shall only be eligible to receive this supplement until the expiration of the Employee's term of employment.

22.6 Entitlement to the provisions of this Article is subject to the conditions stated in Article 37.05.

ARTICLE 23

Court Leave

- 23.1 An Employee summoned to appear as a witness during court proceedings or to serve jury duty shall be allowed a leave with pay and be paid their regular salary. Any monies receivable shall be paid to the Employer. 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 they are not required to attend the court proceedings.
- 23.2 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 / Parental Leave / Adoption Leave

- 24.1 A pregnant Employee who has completed ninety (90) days of continuous service before commencing leave, shall be granted up to seventy-eight (78) weeks' leave without pay. The seventy-eight (78) weeks is comprised of sixteen (16) weeks' maternity leave and sixty-two (62) weeks' parental leave. A pregnant Employee should apply for maternity leave as soon as possible prior to their 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 the Employee 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 sixteen (16) weeks of maternity leave.
- 24.2 An Employee who is not the birth mother and who has completed ninety (90) days of continuous service before commencing leave, and upon six (6) weeks' notice being given to the Board, shall be granted up to sixty-two (62) weeks' parental or adoption leave without pay, immediately following the birth of a child or adoption of a child up to the age of eighteen (18). In circumstances related to an adoption that would prevent the Employee from giving the required notice, written notice must be given to the University as soon as possible.
- If both parents are employed by the University, the parental/adoption leave may be shared between the parents or taken by one (1) parent only. The leave between the two (2) parents may not exceed sixty-two (62) weeks. If both parents are employed by the University the University is not required to grant leave to both Employees at the same time. The Employee may be required to furnish proof of adoption.
- 24.3 Notwithstanding Clause 24.01 where an Employee is unable to work because of a valid health reason related to the Employee's pregnancy, this shall be considered as a valid health related absence covered by illness (Article 36) leave but subject to the provisions of Clause 24.04. An Employee may be required to provide acceptable proof of illness/disability for entitlement to this provision.

24.4 Supplemental Unemployment Benefit Plan

The Board will provide a Supplemental Unemployment Benefit Plan (SUB plan) to eligible Employees who have completed one (1) year of continuous service before commencing maternity leave provided the period of leave commences on or before the date of delivery.

Pregnant Employees eligible for EI maternity benefits may receive the Supplemental Unemployment Benefit (SUB) Plan in effect at the time the leave commences. The Plan provides up to ninety- five percent (95%) of the normal salary less the amount received from EI. The SUB is currently available for up to sixteen (16) and is subject to the EI regulations for the SUB plans.

24.5 The Employee, in consultation with the Employee's physician, shall determine the date that maternity leave is to commence except where the pregnancy of the Employee interferes with the performance of the Employee's duties.

24.6 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 the Employee's duties, the Board may, by notice in writing to the Employee, require that the Employee proceed on maternity leave.

24.7 Upon the request of the Employee accumulated vacation entitlement shall be provided to an Employee in conjunction with the period of maternity or parental leave, thereby reducing the period of unpaid maternity or parental leave.

24.8 An Employee granted leave without pay pursuant to Clauses 24.01 and 24.02 shall, upon return to work, be returned to the former position or be placed in another comparable position at not less than the same salary that had accrued 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 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.

24.9 An Employee who has completed one (1) 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 the Employee's 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 the Employee's physician which is acceptable to the Board that continued employment in the Employee's present position may be hazardous to themselves or to the Employee's 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 seventy-eight (78) 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 Clause 40.04 with the exception that during the period of health related absence described in Clause 24.03, the Board will continue all benefits to which the Employee is entitled.

ARTICLE 25

Military Leave

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

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

25.2 Where military leave is granted an Employee shall not be required to forfeit any of their vacation entitlements.

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

ARTICLE 26

Special Leave

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

26.2 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. Employees shall make every effort to schedule appointments at times which will least interfere with the Employee's regular working hours. A maximum of five (5) work days shall be permitted in an Employee's employment year for this circumstance. Immediate family shall mean an Employee's domestic partner, son, daughter, mother, father, parent in-law, or anyone under the Legal guardianship of the Employee. Additional days may be provided in accordance with Clause 26.11.

26.3 Bereavement

Leave of absence of up to five (5) work days shall be granted to an Employee in the event of a death occurring in an Employee's family. Additional days may be provided in accordance with Clause 26.11.

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

The definition of the family shall be as follows:

An Employee's domestic partner, parent, son, daughter, brother, sister, guardian, ward, parent-in-law, grandparent, grandchild, son-in-law, daughter-in-law, aunt, uncle, niece, nephew, the domestic partner of an Employee's brother or sister, an Employee's domestic partner's guardian, ward, grandparent, sister or brother.

26.4 Travel Time

An Employee shall be granted up to three (3) work days for travel where long distances are involved in the circumstances covered in Clauses 26.02, 26.03 and medical appointments as described in Article 35 Casual Illness Clause 35.03.

26.5 Moving Household Effects

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

26.6 Disaster Conditions

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

26.7 Birth

An Employee shall be granted up to three (3) work days for the birth or adoption proceedings of their child.

- 26.8 Citizenship Leave
An Employee shall be granted up to one (1) work day for attendance at proceedings at which the Employee is granted Canadian Citizenship.
- 26.9 Administration of Estate
An Employee shall be granted up to three (3) work days to attend to the administration of an estate in circumstances where the Employee has been appointed as an executor of such estate.
- 26.10 Funeral Leave
An Employee shall be granted up to one (1) work day for travel to and/or attendance at the funeral of a close friend as a pallbearer or mourner. Such leave shall be permitted to an accumulated maximum of one (1) work day in an Employee's employment year.
- 26.11 The maximum length of time for all circumstances provided in this Article shall not exceed eleven (11) working days in total within an Employee's employment year. Additional Special Leave may be approved by the Department Head.

ARTICLE 27

Leave of Absence

- 27.1 Applications for leaves of absence shall be submitted in writing to the Chief Human Resources Officer for approval. Where possible, applications for a leave of absence in excess of one (1) month shall be submitted at least one (1) month prior to the date of commencement of the leave.
- Leaves of absence shall be without pay and may be granted to Employees:
- (a) who do not have a vacation balance which exceeds the maximum in Clause 29.08, and
 - (b) in cases of
 - (i) serious illness or accident to the Employee's immediate family, or
 - (ii) for any other reasonable circumstance.
- The Board shall not unreasonably deny any such application except for reasons of operational necessity.
- 27.2 Employees shall be deducted one (1) day's pay for each work day on leave of absence without pay.
- 27.3 When an Employee has been granted a leave of absence they will cease to accrue seniority on the first day of the calendar month following the commencement of the leave. Accrual of seniority will resume on the first day of the calendar month in which the Employee returns to work.
- 27.4 An Employee on leave of any kind may not commence any other type of leave until the first leave has expired.

27.5 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 Clause 40.04.

ARTICLE 28

Paid Holidays

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

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

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

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

28.2 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 the Employee shall be granted either:

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

28.3 (a) An Employee required to work on a day observed as a paid holiday, will receive pay at their 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.

28.4 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 their control.

28.5 (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

29.1 (a) A Regular, Sessional, and Limited Term Employee, and an Employee engaged as an Apprentice will earn annual vacation as follows:

(i) Ten twelfths (10/12) work days' vacation for each calendar month worked from the commencement of their service.

(ii) One and one quarter (1 ¼) work days' vacation for each calendar month worked following completion of one (1) year of service.

(iii) One and two thirds (1 ⅔) work days' vacation for each calendar month worked following completion of seven (7) consecutive years of service.

(iv) Two and one-twelfth (2 1/12) work days' vacation for each calendar month worked following completion of fourteen (14) consecutive years of service.

- (v) Two and one half (2 ½) work days' vacation for each calendar month worked following completion of twenty-four (24) consecutive years of service.
 - (b) 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.
 - (c) A Temporary Employee will earn ten twelfths (10/12) work days' vacation for each calendar month worked from the commencement of their service. Annual vacation leave shall be prorated for incomplete months worked.
- 29.02 (a) Annual leave credit is not earned for Leave of Absence without pay beyond an accumulated maximum of twenty-two (22) work days in any vacation year or beyond twenty-two (22) consecutive work days in respect to any one leave of absence which continues from one vacation year to the next vacation year.
- Notwithstanding the foregoing an Employee shall not earn annual leave credit during any period of leave of absence pursuant to Article 27 or maternity leave pursuant to Article 24, if the Employee does not return to employment at the University immediately following the leave.
- (b) Annual leave credit is not earned during any absence due to sickness or injury, including injuries which are compensable under Workers' Compensation, beyond an accumulated maximum of forty-four (44) work days in any vacation year or beyond forty-four (44) work days in respect to any one illness which continues from one vacation year to the next vacation year.
- 29.3 An Employee who terminates their employment or who is terminated shall receive vacation pay in lieu of vacation earned but not taken.
- 29.4 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.
- 29.5 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 the Employee shall receive vacation pay for such vacation earned but not taken.
- 29.6 Subject to the operational requirements of the department, the Board shall grant an Employee at least two (2) weeks of their annual vacation entitlement during the summer months, where requested.
- 29.7 In the event that an Employee wishes to make special arrangements for the manner in which they take their vacation, such arrangements may be made by mutual consent with the Employee's Supervisor.
- 29.8 A vacation balance of a maximum of fifteen (15) months' entitlement may be accumulated at any given point.

29.9 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

30.1 Seniority shall be deemed to mean the length of employment in the bargaining unit which has not been terminated by any action listed in Clause 30.06.

30.2 Seniority is not accumulated during the period of:

- (a) indefinite lay-offs or definite lay-offs, or
- (b) unpaid leaves other than leaves granted due to Illness, Apprenticeship Trade School Training (Clause 50.02), and Time off for Union Business (Article 9). Seniority during any unpaid leave is modified in accordance with Clause 27.03.
- (c) work as a Casual or Temporary Employee, unless Sub-Clause 3.02 (a) Probationary Period for Casual, Temporary or Limited Term Employees applies.

30.3 An Employee's seniority date is the date of employment in the bargaining unit adjusted to reflect any period during which seniority is not accumulated.

30.4 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.

30.5 Probationary Employees

- (a) No seniority shall be acquired by Probationary Employees.
- (b) Upon completion of the probationary period, seniority shall be made retroactive to the date of employment in the bargaining unit, adjusted by any period during which seniority is not accumulated.

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

- (a) resigns or otherwise terminates employment by voluntary act, or
- (b) is discharged for just cause, or
- (c) fails to return to work at the conclusion of an approved leave 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 Clause 31.11, or

- (f) fails to return to work within forty-eight (48) hours after personal notice of recall is delivered by registered mail to the Employee's last known address, or
- (g) has a break of employment of one month or more after a Casual, Temporary, or Limited Term appointment concludes.

30.7 Notwithstanding the foregoing, seniority dates in place as of the date of ratification of the agreement will not be adjusted to reflect changes in seniority language.

ARTICLE 31

Lay-off and Recall

31.1 This Article applies to Regular and Sessional Employees.

31.2 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.

31.3 A lay-off is a separation from employment of more than ten (10) work days, 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.

- 31.4 (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).

31.5 The Union and the Chair of Local 53 shall be notified in writing one (1) week prior to the date of written notice to an Employee of lay-off.

31.6 Notice of lay-off, or pay in lieu thereof, shall be as follows:

- (a) Definite lay-off - one (1) month, and shall advise the Employee of the anticipated date of recall.
- (b) 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.

31.7 Benefits may be maintained in accordance with Article 40.04 during a definite lay-off and an indefinite lay-off during the period the Employee retains recall rights.

31.8

Indefinite Lay-off

During the notice period, an Employee shall be entitled to the rights and be subject to the conditions set out in the following clauses:

- (a) The Employee shall be appointed to a vacant comparable position within the Department, provided the Employee is qualified and able to perform the work available.
- (b) The Employee shall be eligible, provided the Employee is qualified and able to perform the work available, for transfer to a vacant comparable or non-comparable position within any other Department. Competitions for these positions shall be limited to Employees on notice of lay-off or on lay-off during their recall period.
- (c) Within the first half of the notice period, 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), the affected Employee may elect to replace the least senior Employee in a comparable or non-comparable position, 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.

31.9

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 ½) 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 ½) months, for employees with twelve (12) or more but less than sixteen (16) 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 Limited Term, 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 (½) 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 Clause 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 Clause 31.11.

31.15 An Employee not recalled by the end of the recall period shall be released from employment. If the Employee is subsequently rehired to a Regular or Sessional position within two (2) years of the date of release, the Employee shall be reinstated with all seniority rights earned up to the date of release.

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

ARTICLE 32

Job Opportunities and Promotions

- 32.1 Notices outlining details of available Regular, Sessional, Limited Term, Apprentice, and Temporary positions for periods of employment exceeding one (1) month in duration will be maintained on the digital campus notice boards. An electronic copy of each position will be sent to the Chair of the Local.
- 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 Union Membership Services Officer (MSO) will be so informed.
- 32.2 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 the Employee's 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.
- 32.3 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 four percent (4%) increment.

ARTICLE 33

Acting Incumbent

- 33.1 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 the Employee may also be required to perform some of the duties of their 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.

33.2 Acting provisions shall not apply where an Employee is designated additional limited duties to cover off for an Employee proceeding on annual vacation.

33.3 Where an Employee qualifies for acting incumbency pay the Employee shall receive a premium equivalent to four percent (4%) of their regular salary, in addition to their 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

34.1 An Employee who has completed their probationary period and who, by way of the Employee's 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 the Employee possesses the necessary qualifications provided such a position is available.

34.2 In the event that such a position is not available, the Employee's service with the University shall be terminated and upon termination, the Employee shall be granted:

(a) an amount equivalent to one (1) month's salary at the Employee's regular rate, and

(b) a further amount equivalent to one (1) month's salary at the Employee's regular rate for each full year of service to a maximum amount equivalent to three (3) months of salary.

34.3 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 their former position. Should such position be unavailable, the Employee shall be assigned to another position for which they are qualified at their former salary.

ARTICLE 35

Casual Illness and Medical Appointments

35.1 "Casual Illness" means an Employee's illness which causes them 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 (½) day or longer which has been given prior authority by the Board.

35.2 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 their 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.

35.3 An Employee shall make every effort to schedule their appointments at times which will least interfere with the Employee's regular working hours.

An Employee will request time off for scheduled appointment(s) as soon as they become aware of the date and time of the appointment(s). Provided an Employee has been given prior authorization by the Manager, they will be granted time off to attend a dental, physiotherapy, psychological, optical, or medical appointment.

Provided an Employee works one (1) hour in the half day that they are absent for their appointment(s), such approved absence shall neither be charged against their Casual Illness entitlement, nor shall a deduction in pay be made for the time lost in the half day in which the Employee attended the appointment(s). For the purposes of this Article, a half day is the period between the start of the scheduled work day and the mid-point of the work day or the period between the mid-point of the work day and the end of the work day.

- (i) Where an Employee is required to travel long distances to attend their medical appointments the Employee shall have access to the travel provisions contained in Article 26 - Special Leave Clause 26.04.
- (ii) Normally such travel shall be the same day as the appointment.

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

ARTICLE 36
General Illness

- 36.1 "General Illness" means an Employee's illness, which causes them to be absent from duty for a period of more than three (3) consecutive work days but shall not exceed one hundred and twenty-eight (128) consecutive working days.
- 36.2 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 twenty-eight (128) consecutive working 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 twenty-eight (128) consecutive working 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 twenty-eight (128) consecutive working 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 twenty-eight (128) consecutive working 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 twenty-eight (128) consecutive working 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 twenty-eight (128) consecutive working days of illness.
- 36.3 An Employee upon return to active work after a period of general illness of less than one hundred and twenty-eight (128) consecutive working days will have any illness leave days used for which normal salary was paid at the rate of one hundred percent (100%) of normal salary, reinstated for future use at the rate of seventy percent (70%) of normal salary within the same year of employment. General Illness Leave days used for which normal salary was paid at the rate of seventy percent (70%) shall be reinstated for future use within the same year of employment, at the rate of seventy percent (70%) of normal salary.
- 36.4 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.

36.5 For purposes of this Article, the maximum period of continuous absence recognized shall be one hundred and twenty-eight (128) consecutive working days. Absences due to illness or disability in excess of that period shall be subject to Article 38 (Long Term Disability Insurance Plan).

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

ARTICLE 37

Conditions of Illness Leave Entitlement

37.1 Illness means any illness, injury, or quarantine restriction experienced by an Employee but does not include accident covered by Workers' Compensation.

37.2 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.

37.3 An Employee who is unable to report for duty due to illness is required to inform their immediate supervisor as soon as the Employee is aware that they will be unable to report to duty at the scheduled time but in any event no later than the time the Employee was scheduled to report for duty.

37.4 An Employee may be required by the Board to provide acceptable proof of illness for absence and for sick leave entitlement. When proof of illness has been required by the Board and the Employee has been required to pay a fee, the Board will reimburse the Employee up to forty dollars (\$40.00) upon presentation of proof of expense and payment.

37.5 Notwithstanding Article 35 (Casual Illness and Medical Appointments) 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.

37.6 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).

37.7 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 and Skills Development Canada.

37.8 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.

37.9 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 their duties due to disability or illness; or,
 - (c) where there is indication of apparent misuse of illness leave.
- 37.10 An Employee required to be examined by a medical board shall be entitled to have a physician of their choice to be a member of the medical board or act as their 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.
- 37.11 Where an Employee who is applying for LTDI has been examined by a medical board, a copy of the report of the medical board shall be considered as part of the Employee's application.
- 37.12 The Parties agree that benefits as provided for in Article 35 (Casual Illness and Medical Appointments) and Article 36 (General Illness) are intended only for the purpose of protecting an Employee from loss of income when the Employee is ill, is quarantined, requires treatment or attends a medical or dental practitioner.
- 37.13 An Employee may be disqualified from receiving benefits under Article 36 (General Illness) and/or Article 38 (Long Term Disability Insurance Plan) if they refuse to accept work which, in the opinion of a medical board, the Employee is capable of performing.

ARTICLE 38

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

- 38.1 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.
- 38.2 The cost of providing benefits to all eligible Employees covered under the Plan shall be fully paid by each eligible Employee.
- 38.3 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.
- 38.4 An eligible Employee who becomes ill or disabled and who, as a result of such illness or disability, is absent from work for a period of one hundred and twenty-eight (128) consecutive working 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.
- 38.5 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 the Employee's normal monthly salary up to a maximum benefit of six thousand dollars (\$6,000) per month.

(a) A Cost of Living Adjustment (COLA) will be applied every second year based on the Consumer Price Index (CPI) to a maximum of three percent (3%).

38.6 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.

38.7 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 and AD&D

39.1 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. Employees shall be covered to the greater of one hundred thousand dollars (\$100,000) or two and one-half (2 ½) times their basic annual salary. The Board shall pay the monthly premium costs for insurance coverage pursuant to Clause 39.01.

39.2 Accidental Death and Dismemberment (AD&D)

(a) The Employer shall enroll all Employees into an AD&D Plan. The Plan shall provide single or family coverage to a maximum of one hundred thousand dollars (\$100,000).

(b) The Board shall pay the monthly premium costs for the insurance coverage pursuant to Clause 39.02.

(c) Employees currently enrolled in the optional AD&D Plan will have the option of maintaining coverage at the Employee's cost. Maximum coverage is three hundred thousand dollars (\$300,000) for 39.02 (a) and 39.02(b) combined.

ARTICLE 40

Health Plan Benefits

40.1 The Board agrees to make the following Health Plan Benefits available to employees participating in the University's group Contracts. The Board shall continue to pay monthly premiums for core coverage based on the current cost shared arrangements (approximately 80% Employer and 20% Employee).

Extended Health Flex Benefit Plan

Extended Health Coverage

- (i) Drugs - 60% prescription drug coverage
- (ii) Direct Payment Card
- (iii) Hospital (semi & private)
- (iv) Ambulance
- (v) *Paramedicals¹ - 75% per visit to a combined maximum of \$1000/person/calendar year
- (vi) Hearing Aids - \$1,000/5 yr.
- (vii) Home Nursing Care - \$10,000/yr.
- (viii) Medical Supplies - 100% to maximums
- (ix) Medical Equip/ Aids - 100% to maximums
- (x) Max 1 million lifetime
- (xi) Out of Province - maximum 5 million per incident

40.2

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 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:

Dental Coverage

- (i) Basic 80% - maximum \$2,000/yr.
 - (ii) Major 80% - maximum \$2,000/yr.
 - (iii) Ortho 50% - maximum \$2,500 lifetime
 - (iv) The current Alberta Blue Cross Dental Schedule.
- (c) While this Clause 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.

40.3

The Employer shall provide a Health & Wellness Spending Account (HWSA) for all eligible employees. Administration of the account will be in accordance with the CRA guide.

- (a) The HWSA is one thousand dollars (\$1,000).
- (b) Effective April 1, 2019, the HWSA is one thousand one hundred and twelve dollars and fifty cents (\$1,112.50). This increase will be allocated to the Wellness Account
- (c) Effective January 1, 2020, the HWSA is one thousand one hundred and fifty dollars (\$1,150.00).

* Eligible Paramedicals include Chiropractor, Podiatrist, Naturopath, Physiotherapy, Speech Pathologist, Osteopath, Chiropracist, Registered Massage Therapist, Acupuncturist, Psychologist

- 40.4 (a) Notwithstanding anything to the contrary in this Agreement, the Board is not required to contribute to the cost of the monthly premiums for any of the Benefit Plans including L.T.D.I., Group Life, AD&D, 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 and all insured benefits (L.T.D.I., Dental, Life Insurance, AD&D 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 their 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 all insured benefits (L.T.D.I., Dental, Life Insurance, AD&D 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 their 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.
- 40.5 The Employer shall provide an external Employee and Family Assistance Program. The premiums shall be paid one hundred percent (100%) by the Employer.
- 40.6 In the event of a strike or lockout, benefit coverage under this Article will be continued (subject to the carrier conditions) and the Union agrees to reimburse the University for the full premium costs.

ARTICLE 41

University Courses

- 41.1 Regular, Sessional, Apprentice, or Limited Term 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.
- 41.2 Regular, Sessional, Apprentice, or Limited Term 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.
- 41.3 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.

41.4 The Employee's spouse and eligible dependents shall also be entitled to the Tuition Benefit to the same extent and on the same basis as outlined above for the employee.

- (a) The spouse and dependents of Regular, Sessional, Apprentice, or Limited Term Full-time Employees shall be entitled to a fifty percent (50%) reduction in tuition fees, including the materials and service fee, charged for undergraduate credit courses at the University of Lethbridge, up to a maximum of fifteen (15) credit hours per student per semester.
- (b) The spouse and dependents of Regular, Sessional, Apprentice or Limited Term Part-time Employees shall be entitled to a twenty-five percent (25%) reduction in tuition fees, including the materials and service fee, charged for undergraduate credit courses at the University of Lethbridge, up to a maximum of fifteen (15) credit hours per student per semester.
- (c) 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 twenty-one (21), or under age twenty-five (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 Tuition Benefit and has no application to any other Article in this Agreement.

- (d) Where both parents are employees the Tuition Benefit for a dependent shall be fifty percent (50%), depending upon any proration for part-time employment.
 - (i) This above clause will not be in effect until the Fall 2015 semester. The Tuition Benefit will remain an additive to a maximum of one hundred percent (100%) where both parents are University of Lethbridge employees.

41.5 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).

41.6 It is the responsibility of the Employee to ensure that Tuition Benefit applications

are in compliance with the guidelines established for the Tuition Benefit. Normal regulations on tuition payments and deadlines will apply:

Fall semester - December 15th

Spring semester - April 15th

Summer semester - August 15th

Late applications will not be processed.

- 41.7 Only undergraduate courses and programs at the University of Lethbridge are eligible for benefits paid pursuant to this Article. Co-operative courses will qualify for the Tuition Benefit. Notwithstanding the foregoing, graduate courses are eligible for benefits paid pursuant to this Article up to the undergraduate credit course fee.
- 41.8 Courses graded Credit/Non-Credit are not eligible for consideration.
- 41.9 Employees on unpaid leave that exceeds twenty-two (22) days will be eligible to apply for the Tuition 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 Benefit less an amount equal to one-twelfth (1/12) of such Tuition Benefit for each full month actually served.
- 41.10 The spouse and dependents of a Regular and Sessional Employee with no less than one (1) year of service, who dies while employed by the University shall be entitled to a Tuition Benefit of one hundred percent (100%) of the tuition, including the materials and service fees, for undergraduate credit courses undertaken at the University for a period of four (4) years following the death of the Employee up to a maximum of fifteen (15) credit hours per student per semester.

ARTICLE 42

Vehicle Allowance

- 42.1 Where an Employee is required by the University to use the Employee's personal vehicle in the performance of the Employee's duties, the Employee shall be entitled to receive a vehicle allowance in accordance with prevailing Board authorization.
- 42.2 When the Board requires an Employee to use the Employee's personal vehicle in the performance of the Employee's 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

Harassment and Discrimination

- 44.1 It is agreed between the Parties that there is an obligation and desire to eliminate any and all Harassment and Discrimination in the workplace. This obligation applies equally to the Board, the Union, and all Employees.
- 44.2 Discrimination shall be defined in accordance with the *Alberta Human Rights Act* and the University of Lethbridge policy as differential treatment of individuals or groups of individuals on the basis of protected grounds of race, religious beliefs, colour, gender, gender identity, gender expression, physical disability, mental disability, age, ancestry, place of origin, marital status, source of income, family status, or sexual orientation.
- 44.3 Harassment shall be defined in accordance with the University of Lethbridge policy on Harassment and Discrimination, which may be amended from time to time in consultation with the Union. Harassment is defined as a course of comments or conduct, whether in person or through other forms of contact, consisting of words or actions that are humiliating, intimidating or demeaning. Harassment occurs when such behaviour, directed toward a person or group of persons, is known or ought reasonably to be known to be unwelcome and has the effect, when assessed reasonably in the circumstances, of creating an intimidating, humiliating, or hostile work or learning environment. When sufficiently serious, a single incident may be considered harassment. Behaviour does not need to be intentional to constitute harassment.
- (a) Harassment includes hazing and other initiation activities that are abusive or humiliating and which subject a person to physical or emotional danger.
 - (b) Harassment includes bullying, which is a form of aggression against a targeted person(s). It may involve persistent, abusive, intimidating or insulting behaviour, including abuse of power, which is known or ought to be known to cause the targeted person(s) to feel threatened, humiliated and/or vulnerable.
 - (c) Harassment includes sexual harassment. Sexual harassment is a form of discrimination. Sexual harassment is behaviour of a sexual nature by a person who knows or ought reasonably to know that the behaviours is unwanted or unwelcome.
- 44.4 A concern or complaint of discrimination or harassment will be dealt with in accordance with the University of Lethbridge policy on Harassment and Discrimination. All formal complaints will be dealt with promptly and in a confidential manner. Employees are required to cooperate with any investigation.

Investigations will be concluded within ninety (90) days from the date the original complaint is received unless circumstances warrant an extension.

- 44.5 Should an Employee file a grievance regarding alleged harassment or discrimination the grievance may be held in abeyance with the approval of the grievor and the Union pending the outcome of the review process in the Harassment and Discrimination policy.
- 44.6 If natural justice or procedural fairness has not been followed or if the outcome for the complainant under the University of Lethbridge policy on Harassment and Discrimination was not reasonable based on the findings, an Employee shall have access to Article 12 to resolve the issue.
- 44.7 The University will not tolerate any form of reprisal against an Employee who, in good faith, makes a complaint of harassment or discrimination. Frivolous and vexatious complaints or knowingly false allegations may be dealt with through the disciplinary process.
- 44.8 This Article does not affect the operation of a bona fide pension plan or terms or conditions of a bona fide group insurance plan. Further, this Article does not apply with respect to refusal, limitation, specification or preference based on a bona fide occupational requirement.
- 44.9 Nothing in this Article prevents an Employee from filing a complaint under the *Alberta Human Rights Act* if they believe that they are being discriminated against.

ARTICLE 45

Safety and Health

- 45.1 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.
- 45.2 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.
- 45.3 Where any concerns arise with respect to the work environment and safety, such matters shall be referred to the University Joint Work Site Health and Safety Committee.
- 45.4 The Board will provide the Local Officers with a list of the Members serving on the University Joint Work Site Health and Safety Committee and further, will make available copies of said list for posting on bulletin boards.
- 45.5 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 46

Uniforms and Protective Clothing

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

ARTICLE 47

Delivery Notice

- 47.01 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:

Chief Human Resources Officer
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
Lethbridge, Alberta
T1K 3M4

Union Representative
The Alberta Union of Provincial Employees
10451 170 Street
Edmonton, Alberta
T5P 4S7

ARTICLE 48

Salary Schedules

48.1 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" of the Collective Agreement.

- 48.2
- (a) Effective July 1, 2017 schedule "B" (effective July 1, 2016) shall remain at the current salary level providing a zero percent (0%) increase.
 - (b) Effective July 1, 2018 all employees shall receive a zero percent (0%) increase to salaries up to the maximum of their salary range.
 - (c) The Parties shall commence negotiations to reach agreement on the general salary increase payable in Year 3 (July 1, 2019 to June 30, 2020) of the Collective Agreement on May 1, 2019.

The Parties agree that the items open for negotiations shall be the increases to the minimum and maximum of the salary range in Schedule "B" and general salary increases. This re-opener shall not be construed in any way as "opening the agreement" for negotiations on any other issues by either side.

If the Parties have not been able to agree upon the general salary adjustment, at any time after June 30, 2019, either Party may give written notice to the other Party of its desire to submit resolution of the general salary adjustment to interest arbitration before a three-member panel comprised of a nominee of both parties and a chair chosen by the Parties. If the Parties are unable to agree upon the chair, the Director of Mediation Services shall choose the chair.

The arbitration hearing shall be held no later than October 31, 2019. In reaching its decision, the arbitration panel shall consider the matters identified in section 38 of the *Public Service Employee Relations Act*.

48.3 Over Range Employees shall be compensated at the same annual percentage increase as all other Employees. Compensation shall be in the form of a Lump Sum payment.

ARTICLE 49

Career Progress Increments

49.1 On July 1st of each year, an Employee shall be eligible to receive a Career Progress Increment. The amount of the annual increase shall be three point five percent (3.5%) of the Employee's regular salary in effect on June 30th of that year except that:

- (a) Where performance is not satisfactory, either a full increment or one-half (½) 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 been absent for a total of more than twenty-two (22) work days in the twelve (12) months preceding July 1st, for reasons of lay-off (excluding Sessional Employees), leave of absence without pay, maternity leave, or was in receipt of L.T.D.I. benefits.
 - (ii) an Employee's salary would exceed the maximum established for the classification.

49.2 Amounts in excess of one (1) normal increment per year may be awarded at the sole discretion of the Board.

49.3 When an increment or one-half (½) of a full increment is withheld, the Employee so affected will be advised forthwith by their 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 50

Apprentices

- 50.1 (a) Apprentices who are:
- (i) new Employees hired as Apprentices or
 - (ii) current Employees who are accepted into an apprenticeship program, but who have completed less than one year's continuous service with the University shall be paid salaries based on the percentage rates as follows:
 - Year 1 - a minimum of 60% of the 50th percentile of the appropriate Journeyman grade.
 - Year 2 - a minimum of 70% of the 50th percentile of the appropriate Journeyman grade.
 - Year 3 - a minimum of 80% of the 50th percentile of the appropriate Journeyman grade.
 - Year 4 - a minimum of 90% of the 50th percentile of the appropriate Journeyman grade.
- (b) A Regular or Sessional Employee who commences an apprenticeship program after completing one or more years' continuous service at the University shall be paid the greater of either the salary they received immediately prior to commencing the program or the salary which would be applicable under the regulations issued pursuant to the *Industry and Apprenticeship Training Act*.

50.2 Attendance at School

- (a) No Apprentice shall be granted time-off for trade school training until such

time as they have completed six (6) months continuous service as an apprentice.

- (b) A Regular or Sessional Employee in the apprenticeship program attending school as required by the *Industry and Apprenticeship Training Act* shall be deemed to be on leave of absence with pay. This Article shall not apply to Apprentices hired under Article 50.01(a).
- (c) It is expected that regular or sessional Employees, upon completion of the apprenticeship program, will be required to work for the Board for a period of twenty-four (24) months.

If the Regular or Sessional Employee voluntarily leaves the service of the Board within twenty-four (24) months of receiving funding under this program, they will be required to refund a portion of the funding on the following basis:

The full amount of the salary plus benefits paid by the Board less an amount equal to one twenty-fourth (1/24) for each full month employed less than the two (2) years from the date of the completion of their apprenticeship program.

50.3 Apprentices shall have their tuition and the textbook(s) assigned during the technical training component reimbursed upon official notification to the University of the successful completion of that portion of their apprenticeship program.

50.4 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 (Settlement of Grievances) 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 program, 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 program, or
- (d) The unavailability of work required at the next higher period of apprenticeship to which the Apprentice is eligible to advance.

ARTICLE 51

Instruction / Consulting / Responsibility Premium

51.1 Employees performing work in the classification of Lifeguard/Instructor I or Lifeguard/Instructor II shall be paid a wage premium of one dollar (\$1.00) per hour worked while instructing swimming lessons or other instruction related activities.

51.2 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.

- 51.3 Employees performing work in the classification of Lifeguard/Instructor I shall be paid a wage premium of one dollar (\$1.00) per hour worked when assigned the responsibility of being the Senior Lifeguard on duty.
- 51.4 Employees performing work in the classification of Security Representative shall be paid a wage premium of one dollar (\$1.00) per hour when assigned the responsibility of being the Senior Officer on duty.
- 51.5 Employees performing work in the classification of Electrician, Plumber, Millwright, and Instrument Journeyman shall be paid a wage premium of one dollar (\$1.00) per hour when assigned the responsibility of being the Lead Hand on duty.
- 51.6 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 52

Continuation During Negotiations

- 52.1 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 53

Duration of Agreement

- 53.01 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 2020, 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 2020. Such notice shall be in accordance with the provisions of the *Act*.

ARTICLE 54

Contracting Out

- 54.1 The Employer will not contract out services that will result in the loss of Permanent encumbered Bargaining Unit positions without meaningful consultation and

discussion with the Union.

- 54.2 The Union shall be provided with at least ninety (90) days' notice prior to when the final decision is required. Lesser notice may be provided when urgent issues rapidly emerge.
- 54.3 The Employer agrees that it will disclose to the Union the nature of and rationale for the initiative, scope, and potential impacts on Employees and any anticipated timeframe for the initiative.
- 54.4 During the consultation the Parties shall discuss the reasons for and possible alternatives to the contracting out initiative including efforts to maximize the use of Bargaining Unit Employees by examining potential retraining and redeployment opportunities.
- 54.5 The Union may at any point ask to discuss with the Employer, services that are currently contracted out for specific work. Upon such a request the Employer agrees to entertain and give serious consideration to submissions and rationale from the Union based on an identified interest for specific work where the Union feels the Bargaining Unit may be better able to perform those services.
- 54.6 The application of the processes in this Article are subject to the Grievance Procedure in Article 12. The outcome of the process is not subject to the Grievance Procedure set out in Article 12.

APPENDIX #1

List of Senior Administrators for the Purposes of Article 15 (Classifications)

DEPARTMENT	SENIOR ADMINISTRATOR
Ancillary Services	Executive Director
Facilities	Executive Director
Faculties / Schools	Dean
Campus North	Assistant Dean
Financial Services	Associate Vice President
Information Technology	Chief Information Officer / Chief Technology Officer
International	Executive Director
Library	University Librarian
Enrolment	Associate VP (Students)
Registrar's Office	Registrar
Student Services	Executive Director
Sport & Recreation Services	Executive Director
Research Services	Vice President / Associate Vice President
University Advancement	Vice President / Executive Director
Vice President Academic	Provost / Associate Provost

APPENDIX #2

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

- Faculty of Arts and Science
- Faculty of Education
- Dhillon School of Business
- Faculty of Fine Arts
- Faculty of Health Sciences
- School of Graduate Studies
- School of Liberal Education
- Library
- Financial Services
- Campus North
- Student Services
 - Office of the Associate Vice-President (Students)
 - Registrar's Office
 - Enrolment Services
 - Student Services
 - Health Centre
- Information Technology Services
 - Office of the CIO
 - AV, Systems and Telecom
 - Client Services
 - Application Services
 - Web Services
- Facilities
 - Office of the Executive Director
 - Caretaking
 - Building Maintenance
 - Grounds and Motor Vehicles
 - Electrical Systems
 - Mechanical and Operations Systems
 - Campus Safety
 - Project Management Office
 - Campus Planning
 - Parking
- Ancillary Services
 - Office of the Executive Director
 - Bookstore

- Printing Services
- Conference and Event Services
- Housing Services
- Space Booking
- University Advancement
 - Communications
 - Alumni Relations
 - Development
 - Public Affairs
- Sport and Recreation Services
 - Office of the Executive Director
 - Athletics
 - Recreation Services
 - Facilities and Services
- Teaching Centre
- International
- Research Services
- Art Gallery

SCHEDULE "A"
CLASSIFICATION GRADE LEVELS
THE UNIVERSITY OF LETHBRIDGE
Effective Date July 1, 2017

GRADE LEVEL	CLASS CODE	CLASSIFICATION	HOURS/ DAY
1	8105	General Clerk I	7
2	9105	Caretaker I	7.5
2	9535	Operating Engineer Trainee	7.5
2	8405	Retail Clerk I	7
3	9110	Caretaker II	7.5
3	8120	General Clerk II	7
3	9115	General Maintenance Worker	7.5
4	9120	Caretaker III	7.5
4	8115	Postal Clerk	7
4	8905	Records Support I	7
5	8305	Accounting Clerk I	7
5	8130	Duplicating Equipment Operator I	7
5	8135	General Clerk III	7
5	9125	Grounds Worker I	7.5
5	9345	Lifeguard/Instructor I	7.5
5	9130	Maintenance Worker I	7.5
5	9340	Phys Ed Facility Attendant	7.5
5	8915	Records Support II	7
6	8310	Accounting Clerk II	7
6	8205	Administrative Support I	7
6	9377	Animal Care Attendant	7
6	9545	Facilities Worker II	7.5
6	8145	General Clerk IV	7
6	9135	Grounds Worker II	7.5
6	8805	Library Operations Specialist I	7
6	9140	Maintenance Worker II	7.5
6	8410	Materials Handling Worker	7
6	8415	Retail Clerk II	7
7	8315	Accounting Clerk III	7
7	8215	Administrative Support II	7
7	8419	Assistant Shipper Receiver	7
7	9141	Building Maintenance Operator I	7.5
7	8140	Duplicating Equipment Operator II	7
7	9355	Lifeguard/Instructor II	7.5
7	9350	Phys Ed Facility Assistant I	7.5

GRADE LEVEL	CLASS CODE	CLASSIFICATION	HOURS/ DAY
7	8921	Records Technician	7
7	8425	Retail Clerk III	7
8	8316	Accounting Clerk IV	7
8	8235	Administrative Assistant I	7
8	8225	Administrative Support III	7
8	8940	Admissions Assistant	7
8	9150	Caretaker Supervisor	7.5
8	8505	Conference Assistant I	7
8	9505	Fine Arts Assistant	7
8	9385	Graphics Arts Assistant	7
8	9145	Grounds Worker III	7.5
8	8155	Information Clerk	7
8	8810	Library Operations Specialist II	7
8	9155	Maintenance Worker III	7.5
8	9360	Phys Ed Facility Assistant II	7.5
8	8150	Postal Supervisor	7
8	9010	Program Analyst I	7
8	8430	Retail Assistant	7
8	9415	Security Representative	8
8	8420	Shipper / Receiver	7
8	9005	Systems Support Specialist I	7
8	9380	Technical Specialist I	7
9	8245	Administrative Assistant II	7
9	8255	Administrative Program Assistant I	7
9	8941	Admission Supervisor I	7
9	8923	Archives Technician	7
9	8435	Buyer	7
9	8510	Conference Assistant II	7
9	8330	Financial Assistant	7
9	9510	Fine Arts Technician I	7
9	9365	Head Lifeguard	7.5
9	8160	Information Centre Supervisor	7
9	8924	Information Management Technician	7
9	8815	Library Operations Specialist III	7
9	9160	Maintenance Worker IV	7.5
9	9361	P.E. Facility Assistant III	7.5
9	8605	Public Relations Assistant	7
9	9420	Security Supervisor	8
9	8935	Student Records Assistant	7
9	8945	Student Records Supervisor	7
9	9390	Technical Specialist II	7
10	8320	Accounting Assistant I	7

GRADE LEVEL	CLASS CODE	CLASSIFICATION	HOURS/ DAY
10	8260	Administrative Assistant III	7
10	8270	Administrative Program Assistant II	7
10	8705	Analytical Assistant	7
10	9515	Fine Arts Technician II	7
10	8820	Library Operations Specialist IV	7
10	9190	Maintenance Supervisor	7.5
10	9185	Printing & Graphic Arts Specialist	7
10	9020	Programmer Analyst II	7
10	8950	Records Analyst	7
10	9375	Recreation Program Leader	7
10	9015	Systems Support Specialist II	7
10	9395	Technical Specialist III	7
10	9212	Welder	7.5
11	8275	Admissions Specialist	7
11	9165	Carpenter	7.5
11	5205	Communications Electrician	7.5
11	9520	Fine Arts Technician III	7
11	9170	Locksmith	7.5
11	9195	Operating Engineer 4th Class	7.5
11	9205	Printing & Graphic Arts Supervisor	7
11	8280	Program Specialist	7
11	9030	Systems Support Specialist III	7
11	9400	Technical Specialist IV	7
12	8321	Accounting Assistant II	7
12	8943	Admission Supervisor II	7
12	9175	Automotive Mechanic	7.5
12	9540	Building Maint. Operator Supervisor	7.5
12	9220	Electrician	7.5
12	9530	Fine Arts Technician IV	7
12	9147	Grounds Maint. Operator Supervisor	7.5
12	9215	Instrument Journeyman	7.5
12	9210	Millwright	7.5
12	9180	Painter/Sign Operator Supervisor	7.5
12	9370	Phys Ed Facility Supervisor	7.5
12	9200	Plumber	7.5
12	8281	Program Specialist II	7
12	9025	Programmer Analyst III	7
12	8440	Purchasing Agent	7
12	9040	Systems Support Specialist IV	7
12	9405	Technical Specialist V	7
12	9410	Technical Supervisor	7

SCHEDULE "B"
SALARY RANGES
THE UNIVERSITY OF LETHBRIDGE
Effective Date July 1, 2017

<u>GRADE LEVEL</u>	<u>MINIMUM</u>	<u>MAXIMUM</u>
1	\$2,523	\$2,979
2	\$2,810	\$3,367
3	\$3,021	\$3,593
4	\$3,034	\$3,664
5	\$3,145	\$3,827
6	\$3,515	\$4,260
7	\$3,604	\$4,416
8	\$3,870	\$4,741
9	\$4,408	\$5,445
10	\$4,520	\$5,586
11	\$4,597	\$5,814
12	\$5,098	\$6,443

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 in 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 UNIVERSITY
OF LETHBRIDGE

ON BEHALF OF THE ALBERTA UNION
OF PROVINCIAL EMPLOYEES

Date

Date

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 Max Bell Regional Aquatic Centre, Customer Service Centre and the Fitness Centre under the following conditions:

- (a) the total casual hours for all of the above referenced Centres shall not exceed twenty-five hundred and fifty (2,550) hours per month (excluding casual hours worked for swim meets);
- (b) the Employer shall advise the Local Chair 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 resolution 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 UNIVERSITY
OF LETHBRIDGE

ON BEHALF OF THE ALBERTA UNION
OF PROVINCIAL EMPLOYEES

Date

Date

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:

Those AUPE Employees who are elected to serve as members of the Board of Governors shall be deemed to be inactive members of the Union for the term specified in the Order of Council for their appointment to the Board or as long as such individuals serve on the Board.

The intent of this letter is to minimize the potential for a conflict of interest, or a perceived conflict of interest, when an AUPE Employee is elected to serve on the Board of Governors.

It is not the intent of this letter of understanding to remove any terms or conditions of employment contained in this collective agreement from these Employees. The Board will continue to deduct Union dues for these Employees according to Clause 7.02.

In practice this means these Employees cannot serve on any Local 053 Committees, serve as a members of the Union Executive Committee, stand for election to the Provincial Executive of the Union, or serve as Stewards (Article 8) during this time.

ON BEHALF OF THE UNIVERSITY
OF LETHBRIDGE

ON BEHALF OF THE ALBERTA UNION
OF PROVINCIAL EMPLOYEES

Date

Date

LETTER OF UNDERSTANDING #4
between
The Board of Governors of the University of Lethbridge
and
The Alberta Union of Provincial Employees

The use of Non-Bargaining Unit Employees in the following circumstances shall not result in an Employee of the Bargaining Unit being laid off:

- (a) Staffing for the Penny Building for special events and snow removal after normal working hours, and
- (b) Security staff utilized for the management of special events. When such staff is required, the Union will be notified five (5) working days in advance of the special event.

ON BEHALF OF THE UNIVERSITY
OF LETHBRIDGE

ON BEHALF OF THE ALBERTA UNION
OF PROVINCIAL EMPLOYEES

Date

Date

LETTER OF UNDERSTANDING #5

between

The Board of Governors of the University of Lethbridge

and

The Alberta Union of Provincial Employees

Re: Security Representatives Shift Schedules

1. The Parties agree to implement twelve (12) hour shift schedules for Security Representatives.
2. A joint committee will be established consisting of representatives of the Union and the University. The Union will provide the names of its representatives within fourteen (14) days of ratification.
3. The committee will commence discussion on work schedules and implementation within thirty (30) calendar days.
4. Work schedules will be completed and implemented within ninety (90) days of the first meeting of the committee unless mutually agreed otherwise.
5. Should implementation of the new work schedule not occur within the ninety (90) day period in point 4 the Union will have access to the grievance procedure.

ON BEHALF OF THE UNIVERSITY
OF LETHBRIDGE

ON BEHALF OF THE ALBERTA UNION
OF PROVINCIAL EMPLOYEES

Date

Date

LETTER OF UNDERSTANDING #6

between

The Board of Governors of the University of Lethbridge

and

The Alberta Union of Provincial Employees

Re: Joint Employer-Union Exclusions Review

Whereas the Parties have agreed to conduct a joint Employer-Union initiative to review the appropriateness of positions' exclusion from the scope of the bargaining unit;

The Parties agree as follows:

1. A joint Employer-Union committee will be established for the purposes of determining the appropriateness of positions' exclusion from the scope of the bargaining unit. The committee will be composed of up to three (3) representatives from each Party.
2. Within four (4) weeks of ratification of the Collective Agreement, the Employer will provide the committee a list of all currently encumbered non-bargaining unit positions, up to and including the Administrative Professional Officer Classification Level 2 (including those currently excluded in accordance with S.12(1)(f) of PSERA), and Exempt Support Staff for review.
3. Prior to commencing the review of positions, the committee will determine its terms of reference, including the criteria that will be used for determination of inclusion/exclusion from the bargaining unit, frequency of meetings, and process. This criteria will be based upon advice from representatives of the Parties on jurisprudence related to the managerial and confidential labour relations capacity exclusions within *Public Service Employee Relations Act* (PSERA).
4. The committee will discuss these non-bargaining unit positions, reviewing currently available position information, including but not limited to organizational charts and Position Classification Questionnaires. If further job information is required or needs to be updated, the Employer will seek such information and update the Position Classification Questionnaires for the identified positions for review by the committee. These reviews will be position-based, rather than incumbent-based.
5. The Parties acknowledge the length of time required for the review is dependent upon the number of positions included. The committee shall meet up to twice per month until all identified positions have been reviewed and a determination rendered.
6. For positions that are identified for inclusion in the bargaining unit, normal Employer classification processes will apply; however, individuals will be transitioned according to Clauses 12 - 13, below. The Employer will provide the Union the names of transitioned individuals once they move into the bargaining unit.
7. Positions outlined in S.12(1)(f) of PSERA that have been identified for inclusion in the bargaining unit, will not be transitioned until after the necessary PSERA amendments come into force.

8. For any positions that will be moving into the bargaining unit by agreement between the Parties, the twelve (12) month notice period identified in Clause 14 below will commence on the date of such agreement.
9. In the event that the committee is unable to reach a consensus with respect to the determination of exclusion/inclusion, the dispute will be submitted for determination to the Alberta Labour Relations Board (ALRB) for the streamlined process more fully described below (the "Streamlined ALRB Hearings"). Either Party may initiate the referral to the Streamlined ALRB Hearings at any time by forwarding a summary application to the ALRB.

Within fourteen (14) days from the date that such a dispute has been referred to the ALRB, the Employer will provide the Union the names of persons attached to positions in dispute.
10. The Streamlined ALRB Hearings will be chaired by a Chair or Vice-Chair of the Board, normally acting alone as determined by the Chair of the Board.
11. The Streamlined ALRB Hearing process will consist of:
 - (a) Evidence submitted to the Chair or Vice-Chair will consist of an organization chart, the Position Classification Questionnaire agreed to by the committee, and any Agreed Statement of Facts and other exhibits as agreed to by the Parties. In the event that the committee is unable to agree on a Position Classification Questionnaire or other evidence as noted above, the Parties may produce evidence in the form of an Affidavit from the incumbent or a representative of the Employer with direct knowledge of the Employee's duties and responsibilities.
 - (b) If the Chair or Vice-Chair determines that the submitted evidence is not sufficient, then they may, at their discretion, submit to the Parties a list of questions that they consider relevant to their determination. The Parties will answer such questions in writing, either jointly or separately. Either Party may, at their discretion, request that a hearing be held on expedited basis in order to examine or cross-examine the incumbent or a representative of the Employer with direct knowledge of the Employee's duties and responsibilities.
 - (c) A Letter Decision is to be provided by the ALRB.
12. After the twelve (12) month notice period in Clause 14, an Employee that is to be transitioned into the bargaining unit and assigned to an existing bargaining unit classification and salary range with a current salary:
 - (a) exceeding the maximum salary of the new salary range will be held over-range while the Employee is in the position.
 - (b) below the minimum salary of the new salary range will be moved to the minimum of the salary range of the assigned classification.
13. Where there is no appropriate existing classification for an Employee that is transitioned into the bargaining unit, the Employee will be maintained at their current salary until a new classification has been established.

14. Where there has been a determination by the committee review or ALRB that a person shall be included in the bargaining unit, the person shall be included in the bargaining unit twelve (12) months from the date of the determination. Any exceptions to the twelve (12) month notice period will be agreed by the Parties on a case by case basis.

Following this determination, the Employer will provide written notice to the Employee who will be moved into the bargaining unit. This written notice shall include contact information for the Union, suggesting that the Employee may connect with the Union or the Employer for support through any transitional matters related to moving into the bargaining unit.

15. The process established by this Letter of Understanding is the sole mechanism to resolve disputes related to the determination of inclusion/exclusion of positions/persons under the Joint Employer-Union Exclusions Review.
16. Subject to Clause 15, nothing in this Letter of Understanding amends, abrogates or otherwise modifies any part of Article 12 of the Collective Agreement. Further, any difference alleging a violation of an obligation in this Letter of Understanding may be filed as a Policy Grievance pursuant to Article 12.
17. This Letter of Understanding will remain in effect as provided in Article 53 of the Collective Agreement.

ON BEHALF OF THE UNIVERSITY
OF LETHBRIDGE

ON BEHALF OF THE ALBERTA UNION
OF PROVINCIAL EMPLOYEES

Date

Date

LETTER OF UNDERSTANDING #7

between

The Board of Governors of the University of Lethbridge

and

The Alberta Union of Provincial Employees

Re: Paid Furlough Days

The Board shall provide two and a half (2 ½) paid furlough days to all Full time Regular, Sessional, and Limited Term Employees.

The Board shall provide two and a half (2 ½) paid furlough days pro-rated, for all Part time Regular, Sessional, and Limited Term Employees.

The paid furlough days are available to those Employees referenced above, who are employed on the date of ratification.

The paid furlough days must be used between the date of ratification and December 31, 2019 and they cannot be paid out.

ON BEHALF OF THE UNIVERSITY
OF LETHBRIDGE

ON BEHALF OF THE ALBERTA UNION
OF PROVINCIAL EMPLOYEES

Date

Date

IN WITNESS WHEREOF, the Parties have executed this Collective Agreement by affixing hereto the signatures of their proper officers in that behalf.

Signed this _____ day of _____, 2019.

ON BEHALF OF THE UNIVERSITY OF
LETHBRIDGE

WITNESS

ON BEHALF OF THE ALBERTA UNION
OF PROVINCIAL EMPLOYEES

WITNESS