

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, 2016 – June 30, 2017**

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This Agreement made the 20<sup>th</sup> of July, 2016

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**

1.01 In this Agreement, unless the context otherwise requires:

- (a) "Union" means The Alberta Union of Provincial Employees,
- (b) "Board" means The Governors of The University of Lethbridge,
- (c) "Local" means Local 53 of The Alberta Union of Provincial Employees,
- (d) "Associate Vice-President, Human Resources and Administration" means Associate Vice-President, Human Resources and Administration of The University of Lethbridge
- (e) "Member" means an Employee of the University who is included in the Collective Bargaining Agreement and who is a member of the Union,
- (f) "Employee" means all of the support staff of The University of Lethbridge except persons designated by the Board as employed in the following positions:
  - (i) Administrative and professional positions which are accorded management status.
  - (ii) Positions having major supervisory responsibilities.
  - (iii) Positions, which are of a confidential nature with respect to labour relations.
  - (iv) Positions, which are designated as student jobs.

A Student Job, is one, which would not normally be performed by a non-student employee. However, where students are employed in a classification covered by this agreement, they shall be deemed to be employees under this Agreement.
  - (v) Positions in which incumbents are paid from funds, which are held in trust by the University.
  - (vi) Positions in which persons are employed under special or cost shared programs subsidized in whole or in part by the Provincial and/ or Federal Government(s), provided they shall not replace bargaining unit employees and do not affect the employment security of existing Regular and Sessional Employees.

When the Board proposes to exclude a new or existing classification, or position within a classification from the Bargaining Unit under the terms of (i), (ii) or (iii) above, it shall advise the Union and the Local giving the reasons, in writing, for such exclusion before the exclusion is to take effect.

Should the Union object to the exclusion within ten (10) work days of receipt of the proposal, the exclusion shall not take place until

settlement is reached pursuant to Article 12, Grievance Procedure, commencing at Step II.

(g) Employment Status

- (i) "Full-time Employees" are engaged to perform work on an established schedule based on the normal daily and weekly hours of work for their classification.
- (ii) "Part-time Employees" are engaged to perform work on an established schedule during only part of the normal work day, or on less than the full number of work days in each week, but, not less than one-half (½) the applicable full-time hours per week. Where two Employees are employed in a "job-share" position as part-time Employees, the schedule of hours of work may be adjusted in a fashion that will result in each Employee working the required "half the full scheduled number of hours per week" over a two (2) week period, provided each such Employee works a minimum of two (2) full-time days each week. Employees working on this schedule will receive their benefits prorata.

(h) Appointment Type

- (i) "Regular Employees" are engaged on either a Full-time or Part-time basis to perform duties, which are of a continuous nature of indefinite extent. Such Employees are hereinafter referred to as "Regular", "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 that is greater than six (6) months. Limited Term positions may be "sessional in nature". The nature and duration of the term, and the period of employment shall be specified in the Employee's letter of appointment, a copy of which shall be sent to the Local. Limited Term Positions shall not exceed thirty-six (36) cumulative months. Should the termination of employment not occur within thirty-six (36) cumulative months from the commencement date of the appointment, the Employee shall become Regular or Sessional as applicable. Those employees terminated at or before (36) cumulative months shall not be rehired to another Limited Term appointment within the same Department for one (1) year following the date of termination.



- (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 Casuals 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 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 his 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 report, 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.

1.02

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

## ARTICLE 2

### Application of Agreement

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

- 2.01 Regular Full-time Employees and Sessional Full-time Employees shall be granted all the terms and conditions of this Agreement, however, the terms and conditions of this Agreement only apply to Sessional Employees during the sessional period(s) of employment. Notwithstanding the foregoing, Sessional Employees are eligible for the provisions of Article 40.03 during the period(s) they are not employed by the Board.
- 2.02 Part-time Employees shall be granted, on a prorated basis, all the terms and conditions of this Agreement which are applicable.
- 2.03 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.
- 2.04 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
- 2.05 Temporary and Casual Employees shall be granted all the terms and conditions of this Agreement, except the following Articles shall not apply:
  - (a) (i) Article 3 Probationary Periods
  - (ii) Article 22 W.C.B. Supplement - (Casual Employees only)

- (iii) Article 24 Maternity Leave/Parental Leave/Adoption Leave
  - (iv) Article 25 Military Leave
  - (v) Article 26 Special Leave (Temporary Employees eligible for bereavement leave under Article 26.03)
  - (vi) Article 29 Vacations - (Casual Employees only)
  - (vii) Article 30 Seniority
  - (viii) Article 31 Lay-off & Recall
  - (ix) Article 34 Rights on Transfer
  - (x) Article 35 Casual Illness - (Casual Employees only)
  - (xi) Article 36 General Illness
  - (xii) Article 38 L.T.D.I.
  - (xiii) Article 39 Group Life Insurance
  - (xiv) Article 40 Health Plan Benefits
  - (xv) Article 41 University Courses
  - (xvi) Article 43 Staff Development
  - (xvii) Article 51 Salary Increases
- (b) 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.
- (c) Casual Employees shall be paid six percent (6%) of regular earnings in addition to earned salary, on each pay period, in lieu of the requirements of Article 29 (Vacations).
- (d) The Board will provide two (2) weeks notice to a Temporary Employee whose position is terminated prior to a previously scheduled termination date. Such notice shall not apply to an Employee employed in a temporary position who is covering off for an Employee who is absent due to ill health or disability.

### ARTICLE 3

#### Probationary Periods

- 3.01 (a) "Probationary Employees" shall mean Regular, Sessional, Apprentice and 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 class level seven (7) and below shall be six (6) months. Employees at class 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 his probationary period extended by the same amount of time as the period(s) of absence.
- (d) The period of probation may be extended by written agreement of the Union and the Board. Such extension shall be communicated to the Employee no later than ten (10) work days prior to the expiration of the probationary period.
- (e) The employment of a Probationary Employee may be terminated at any time during the probationary period.

3.02

- (a) If a Temporary Employee or a Full Time or Part Time Casual Employee becomes a Regular, Sessional or Limited Term Employee in the same position, and there is less than one (1) month break in service, the probationary period shall be reduced by the number of months of continuous service in that position. If the employee becomes a Regular, Sessional or Limited Term Employee in a different position from that held as a Temporary or Casual Employee, and there is less than one (1) month break in service, the probationary period shall be reduced by the number of months of continuous service to a maximum of one-half ( $\frac{1}{2}$ ) of the probationary period.
- (b) If a Limited Term Employee serving a probationary period becomes a Regular or Sessional Employee in the same position, and there is less than one (1) month break in service, the probationary period shall be reduced by the number of months of continuous service in that position. If the employee becomes a Regular or Sessional Employee in a different position from that held as Limited Term Employee, and there is less than one (1) month break in service, the probationary period shall be reduced by the number of months of continuous service to a maximum of one-half ( $\frac{1}{2}$ ) of the probationary period.

3.03

Probationary Employees and Career Progress:

- (a) Probationary Employees are not eligible to receive a Career Progress Increment (Article 51.02) on July 1<sup>st</sup>.
- (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 30<sup>th</sup>.
- (c) The Probationary Employee shall receive a normal career progress increment, as per Article 51.02, on the July 1<sup>st</sup> following the end of their probationary period.

**ARTICLE 4**  
**Union Recognition**

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

**ARTICLE 5**  
**Management Rights**

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

**ARTICLE 6**  
**Legislation and the Collective Agreement**

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

**ARTICLE 7**

## Union Membership and Dues Check-off

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

## ARTICLE 8

### Union Stewards

- 8.01 The Board will recognize Union Stewards appointed by the Union for those purposes outlined in this Agreement; such recognition shall be extended to a maximum of twelve (12) in number. The Union shall identify and submit the names of the Employees so appointed.
- 8.02 The Board recognizes the Union Steward as an Official Representative of the Union.
- 8.03 For the purposes of this Article a Union Steward's duties shall consist of representing or assisting in representing members with respect to the interpretation of any of the provisions of this Agreement.

## ARTICLE 9

### Time Off for Union Business

- 9.01 Time off without loss of regular earnings will be granted to Employees on the following basis:
- (a) When acting as members of the negotiating committee during negotiations with the Board for renewal of the Collective Agreement and shall not exceed three (3) in number. This shall apply to preparations on the particular day assigned to negotiations, or on the afternoon of the day preceding negotiations.
  - (b) When involved in discussions related to the processing of grievances pursuant to the Grievance Procedure as outlined in this Agreement, at no time shall the number of Employees involved exceed three (3) in number.
  - (c) Local Officers and designated representatives, not to exceed four (4) in total, for time spent meeting with representatives of the Board pursuant to Article 11 (Joint Consultation).
  - (d) Union Stewards for reasonable time to satisfactorily conduct their duties as required by this Agreement.
- 9.02 Time off, without pay, shall be granted to members of the Union who:
- (a) Are elected, as delegates, to attend the Annual Convention of The Alberta Union of Provincial Employees.
  - (b) Are designated as delegates representing the Union at conventions, conferences and workshops of other employee organizations.
  - (c) Are members of the Local Bargaining Committee not exceeding seven (7) in number for time spent in preparation for negotiations. A maximum of twenty-one (21) 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.
- 9.03 In all of the foregoing provisions the Board shall grant the required time off provided that five (5) work days notice is given prior to the designated day(s) off. If the Employee is unable to give the required notice, or where the absence of the Employee will cause a serious disruption of work or other difficulty the Board may refuse the leave. Upon receipt of the notice, the Board shall provide the Employee

with a response within three (3) working days, where possible. In the event that the leave is denied, the Board shall inform the Employee in writing.

9.04 To facilitate the administration of Clause 9.02 the Board will grant the leave of absence with pay and invoice the Union for the Employee's salary or for the replacement salary costs, whichever is greater.

9.05 No Employee shall conduct any Union business during working hours other than that provided for in this Agreement, unless authorized by the Board.

## **ARTICLE 10**

### **Union Meetings and Notices**

10.01 Upon forty-eight (48) hours written notice to the Associate Vice-President of Human Resources, permission may be granted to hold regular or special meetings of the Local on the Campus at times outside of scheduled working hours. Such permission will not be unreasonably withheld.

10.02 The Board shall provide bulletin board space for use of the Union at locations on the Board's premises, which are accessible to Employees. Sites of the bulletin boards shall be mutually determined by the Board and the Union. Bulletin board space shall be used for the posting of job opportunities pursuant to Article 32 and Union information directed to its Members, which information shall be subject to clearance by the Associate Vice-President of Human Resources.

## **ARTICLE 11**

### **Joint Consultation**

11.01 A joint Union/Management committee shall meet at the request of either party for the purpose of promoting and maintaining harmonious relationships through discussions of matters of concern.

11.02 The joint committee shall consist of no more than four (4) representatives from the Union and Board respectively other than by mutual consent.

11.03 These joint meetings shall be arranged through the Associate Vice-President of Human Resources.

11.04 The provisions hereof shall not relate to the settlement of grievances, the procedure for which is outlined in Article 12 (Settlement of Grievances).



**ARTICLE 12**  
**Settlement of Grievances**

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

- (a) alleged unjust treatment or discrimination;
- (b) alleged unfair working conditions;
- (c) alleged sexual harassment;
- (d) the dismissal of a Casual, Temporary or Probationary Employee;
- (e) any disciplinary action involving a financial penalty other than described in (d) above;
- (f) the suspension, or dismissal of a Regular, Sessional, Apprentice or Limited Term Employee without just cause;
- (g) the application, interpretation, operation or any alleged violation of this agreement;

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

Differences concerning matters referred to in 12.01 (a), (b), (c) and (d) above shall not be submitted to arbitration.

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

12.02 **Informal Discussion**

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

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

**Step I**

If the difference is not resolved in the informal discussion, it becomes a grievance provided that it is reduced to writing specifying the complete and full statement of the difference pursuant to a declared, specific sub-clause of 12.01 and the particular relief requested on behalf of the grievor. The grievance must be signed by the Employee and submitted to the Human Resources Department and the

Senior Supervisor within ten (10) work days from the date of the informal discussion. The decision of the Senior Supervisor shall be issued to the Employee, in writing, within ten (10) work days of receipt of the written grievance. At the request of either party, a meeting shall be held at this step.

### Step II

If no settlement is reached in Step I, the grievance may be referred to Step II within ten (10) work days of the receipt of the written decision from Step I. The President, or a mutually agreeable designate, shall hear from representatives of the Board and the Union, at a hearing to be convened within fifteen (15) work days of receipt of the grievance. He shall issue his decision in writing within ten (10) work days of hearing the grievance. If it is a grievance as defined in 12.01 (a), (b), (c) or (d) the decision of the Step II Officer shall be final and binding upon the Board, the Employee and the Union.

### Step III

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

- 12.03 Both the Union and the Board shall have the right to process as policy grievances items which may arise regarding interpretation, application, operation or alleged violation of this Agreement through the above mentioned procedures commencing with Step II, provided that the grievance is submitted in writing, within ten (10) work days from the incident prompting the grievance.
- 12.04 Either party may request an extension of the time limits mentioned above provided that such extension is requested prior to the expiry of the time allowed. Where such extension is requested, it may not be denied unreasonably.
- 12.05 When the postal service is used to process a grievance all correspondence between the parties to the grievance or their representatives shall be by double registered mail. When a grievance or reply is delivered by hand the date of delivery shall be deemed to be the date submitted.
- 12.06 When a grievance is processed by double registered mail, the grievance shall be deemed to have been submitted on the day on which it was registered by the grieving party. Similarly, a written reply to a grievance shall be deemed to have been submitted on the date on which the letter containing the reply was registered.
- 12.07 In the event the initiator of the grievance fails to follow the procedure and time limits established in the steps of the Grievance Procedure, the grievance shall be deemed to be abandoned.
- 12.08 When the recipient of the grievance fails to respond within the time limits prescribed in the Grievance Procedure, the grievance shall advance to the next step of the Grievance Procedure.

- 12.09 An arbitration board shall have no power to add to, subtract from, modify or amend the provisions or terms of this Agreement.
- 12.10 An arbitration board shall expressly confine itself in its award to the precise issue submitted to the Board and shall have no authority to make a decision on any other issue not submitted.
- 12.11 Procedures as stipulated in this Article may be varied by written agreement of the parties.

### **ARTICLE 13**

#### **Personal Files and Discipline**

- 13.01 No Employee shall be suspended or dismissed without just cause.
- 13.02 When an Employee is disciplined and the discipline is to be a matter of record in the Employee's file, that Employee shall be informed in writing as to the reason(s) for such discipline.
- 13.03 An Employee who is to be interviewed on any disciplinary action that is to be a matter of record in the Employee's file shall be notified of the time and place of the interview. The Employee may be accompanied by a Union Representative or Union Steward at such interview.
- 13.04 Access to an Employee's Official Personal File shall be provided to the Employee or his authorized representative, provided such authorization is given in writing, upon request and within a reasonable time once in every year and in the event of a grievance. He may request a representative of the Union to be present at the time of such examination.
- 13.05 An Employee who has been subjected to disciplinary action may, after twenty-four (24) months from the date the disciplinary action was invoked, request that his personal file be purged of any record of the disciplinary action. Such request will be granted providing:
- (a) the Employee's file does not contain any further record of disciplinary action during that twenty-four (24) months period, and/or,
  - (b) a disciplinary suspension or dismissal is not the subject of an unresolved grievance.
- 13.06 An Employee shall receive a copy of any document regarding his work performance that is to be placed in the Employee's file.
- 13.07 The personal file referred to in this Article is the personal file, which is maintained by the Human Resources Department.

**ARTICLE 14**  
**Terms of Employment**

- 14.01 It is agreed that:
- (a) applicable pay schedules as set out in Schedule "B" hereto,  
and
  - (b) working conditions, as provided herein, shall not be changed after the effective date hereof except by mutual agreement of the Parties to this Agreement. Such change or amendment shall be expressed in writing and signed by the authorized representatives of the Parties.
- 14.02 The duties and responsibilities associated with a position shall be discussed with the Employee and made available to Employees in the form of a position description. The position description will be available to all new Employees in writing and will be made available in an electronic format for existing Employees.
- 14.03 Temporary (whose term of employment is in excess of six (6) months), Apprentice, 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**

- 15.01 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.
- 15.02 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.
- 15.03 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.

15.04 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.

15.05 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 his 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.

15.06

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.

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

15.08 Reclassifications

- (a) An Employee whose position is reclassified to a class with a lower salary range shall not have his 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.

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

**ARTICLE 16**

**Hours of Work**

16.01 The normal hours of work for Regular, Sessional, Apprentice, 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).

16.02 All Employees covered by this Agreement shall receive two (2) fifteen (15) minute rest periods in each work period of six (6) hours or more, one (1) rest period to be granted before the meal period and one (1) rest period to be granted after the meal period. An Employee working a shift of more than two (2) hours but less than six (6) hours shall be granted one (1) rest period per shift. Rest periods shall not be granted until one (1) hour after the commencement of work or not later than one (1) hour before either the meal period or the end of the shift. Rest periods shall be granted without loss of pay to the Employee.

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

- 16.04 Except in cases of emergency, seven (7) calendar days' notice shall be given in writing before a change of shift.
- 16.05 Every reasonable effort shall be made by the Board not to schedule commencement of a shift within ten (10) hours of the completion of the Employee's previous shift, excluding overtime, unless otherwise mutually agreed.
- 16.06 Notwithstanding any of the provisions of this Agreement which appear to the contrary, hours of work may be altered to accommodate such variations as shift starting times, meal periods and the compressed or modified work week provided that:
- (a) An Employee who requests for personal reasons, and who as a result of such request is authorized to work daily or weekly hours in excess of his normal requirement, shall be compensated for the extra hours worked at straight time rates. It is not the intent of this Clause to deny an Employee overtime rights in respect of assigned overtime.
  - (b) When a change affects the unit, the terms and the variations are understood and agreed to by the Board, at least two-thirds ( $\frac{2}{3}$ ) 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

- 17.01 It is understood that from time to time Employees will be required to work in excess of their regular daily and/ or weekly hours. Payment for such overtime, provided the work is authorized by the Department Head or Supervisor, shall be made at the rate of two times (2x) the regular rate of pay.
- 17.02 An Employee may take equivalent time off in lieu of payment for overtime. All such time off shall be taken at a time that is mutually agreeable with the Employee's Supervisor and in accordance with the following schedule:
- (a) Compensating time off earned between January 1<sup>st</sup> and June 30<sup>th</sup> of any year must be taken by the following December 31<sup>st</sup>.
  - (b) Compensating time off earned between July 1<sup>st</sup> and December 31<sup>st</sup> of any year must be taken by the following June 30<sup>th</sup>.
- Where the compensating time off cannot be taken in accordance with the above, the Employee will be paid for the time not taken at his regular rate at June 30<sup>th</sup> or December 31<sup>st</sup>.
- 17.03 Notwithstanding anything to the contrary in this Agreement, all Employees shall be subject to the daily overtime payment as provided in Sub-Clause 17.01 (a) above. Part-time and Casual Employees working less than the normal hours of work stated in Clause 16.01 who are required to work longer than their usual daily or weekly hours shall be paid at the rate of straight time for the hours so worked until they exceed the normal daily or weekly hours for full time Employees in the same classification, after which the provisions of Clause 17.01 apply.
- 17.04 Where it is necessary for an Employee to travel on University business, where the combination of travel time and work time exceeds his regular hours of work he shall be compensated at overtime rates for those hours in excess of the regular hours.
- Notwithstanding the foregoing, an Employee who is required to attend a job-related training course or seminar shall be compensated for the actual hours spent in travel and in attendance at the course or seminar at straight time rates. This shall apply to an Employee on his normal day of work and on his regularly scheduled day(s) of rest.
- 17.05 An Employee who requests for personal reasons, and who as a result of such request is authorized to work daily or weekly hours in excess of his normal requirement, shall be compensated for the extra hours worked at straight time rates. It is not the intent of this Clause to deny an Employee overtime rights in respect of assigned overtime.

**ARTICLE 18**

**Reporting Pay**

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

**ARTICLE 19**

**Standby Pay**

- 19.01 When an Employee is designated to be immediately available to return to work during a period in which he is not on regular duty, he shall be paid the amount of one-half (½) hours pay at his regular rate for each four (4) hours on standby or major portion thereof on a day that is not a paid holiday. For standby on a paid holiday, the payment shall be one (1) hours pay at the regular rate for each four (4) hours on standby or major portion thereof.
- 19.02 When an Employee, while on standby, is unavailable or unable to report to work when required, no compensation shall be granted for the total standby period.
- 19.03 When an Employee is called back to work during a period in which he was on standby, he shall be compensated pursuant to Clause 19.01 for the hours he was on standby and paid pursuant to Article 20 (Call-out Pay), for the hours worked on call back.
- 19.04 An Employee shall not normally be required to standby on two (2) consecutive weekends or two (2) consecutive Paid Holidays, where other qualified staff are available.

## ARTICLE 20

### Call-out Pay

- 20.01 When an Employee is called from home to work at a time outside his normal working hours, he shall be paid the overtime rate for the actual hours worked during such call-out and for the time he spends travelling to and from work; but, nevertheless, is guaranteed a minimum of four (4) hours pay or compensatory time off at his regular rate per call-out, except that in the case of Employees required to do snow removal, if such a call-out forms a continuous period with the Employee's normal working hours, no minimum shall apply.
- 20.02 When the call-out results in additional trips between the Employee's residence and his place of work, mileage rates or transportation fares, whichever is appropriate, shall be paid by the Board.
- 20.03 When a call-out forms a continuous period with the Employee's normal working hours, his normal working hours will not be reduced as a result of the call-out.
- 20.04 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 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

- 21.01 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.

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

## **ARTICLE 22**

### **Workers' Compensation Supplement**

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

## **ARTICLE 23**

### **Court Leave**

- 23.01 An Employee summoned to appear as a witness during court proceedings or to serve jury duty shall be allowed a leave with pay and be paid his/her 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 he is not required to attend the court proceedings.

23.02 The foregoing shall also apply in the event an Employee is required to appear as a defendant in an official capacity representing the University.

#### ARTICLE 24

#### Maternity Leave / Parental Leave / Adoption Leave

24.01 A Pregnant Employee who has completed one (1) year of continuous service before commencing leave, shall be granted up to fifty-two (52) weeks leave without pay. The fifty-two (52) weeks is comprised of seventeen (17) weeks maternity leave and thirty-five (35) weeks parental leave. A pregnant Employee should apply for maternity leave as soon as possible prior to her expected date of delivery, but in any case shall give the Department Head or Supervisor at least six (6) weeks notice in writing of the date on which she intends to commence maternity leave or parental leave. Notice prior to parental leave is not required after maternity leave unless it was originally agreed to only take seventeen (17) weeks of maternity leave.

24.02 An Employee who is not the biological mother and who has completed one (1) year of continuous service before commencing leave, and upon six (6) weeks notice being given to the Board, shall be granted up to thirty-seven (37) 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 parent only. The leave between the two parents may not exceed thirty-seven (37) 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.

24.03 Notwithstanding Article 24.01 where an Employee is unable to work because of a valid health reason related to her pregnancy, this shall be considered as a valid health related absence covered by illness (Article 36) leave but subject to the provisions of Article 24.04. An Employee may be required to provide acceptable proof of illness/disability for entitlement to this provision.

#### 24.04 Supplemental Unemployment Benefit Plan

The Board will provide a Supplemental Unemployment Benefits Plan (SUB plan) to eligible employees on maternity leave provided the period of leave commences on or before the date of delivery.

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 seventeen (17) weeks (2 week waiting period and 15 weeks EI paid) and is subject to the EI regulations for the SUB plans.

- 24.05 The Employee, in consultation with her physician, shall determine the date that maternity leave is to commence except where the pregnancy of the Employee interferes with the performance of her duties.
- 24.06 Notwithstanding any other provision in this Article, if during the twelve (12) week period immediately preceding the estimated date of delivery the pregnancy of an Employee interferes with the performance of her duties, the Board may, by notice in writing to the Employee, require that she proceed on maternity leave.
- 24.07 Upon the request of the Employee accumulated vacation entitlement shall be provided to an Employee in conjunction with the period of maternity leave, thereby reducing the period of unpaid maternity leave.
- 24.08 An Employee granted leave without pay pursuant to Clauses 24.01 and 24.02 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.
- 24.09 An Employee who has completed one year of continuous service and resigns for maternity reasons and who is re-employed in any regular capacity within six (6) months from the date of her resignation shall be considered as having been on leave without pay for the purpose of sick leave entitlement.
- 24.10 Notwithstanding anything to the contrary in this Article, a Sessional Employee who commences Maternity Leave and whose Maternity Leave extends beyond the sessional period of employment for that Employee shall be governed by the terms and conditions for Sessional Employees.
- 24.11 A pregnant Employee who presents medical evidence from her physician which is acceptable to the Board that continued employment in her present position may be hazardous to herself or to her unborn child, may request a transfer to a more suitable position if one is available. The Employee's salary shall then be governed by the classification of the new position.
- Where no suitable position is available, the Employee may request maternity leave as provided by this Article if the Employee is eligible for such leave.
- In the event that such maternity leave must commence in the early stages of pregnancy which results in the need for an absence from work longer than fifty two (52) weeks, the Employee may request further Leave of Absence without pay as provided by Article 27.
- 24.12 Continuation of insured benefits (L.T.D.I., Dental, Life Insurance and E.H.B.) during periods of Maternity Leave is subject to Article 40.04 with the exception that during the period of health related absence described in 24.03, the Board will continue all benefits to which the employee is entitled.

## ARTICLE 25

### Military Leave

- 25.01 The Board may grant military leave without pay to an Employee:
- (a) where his services are required by the Department of National Defence to meet a civil emergency, for the duration of the emergency,
  - (b) where during a national emergency he volunteers for service or is conscripted into the Armed Forces, for the duration of the emergency, and,
  - (c) where he volunteers for military training, special training or special duty, for a period not exceeding six (6) weeks.
- 25.02 Where military leave is granted an Employee shall not be required to forfeit any of his vacation entitlements.
- 25.03 Military leave to attend annual training or summer camp shall not exceed ten (10) work days.

## ARTICLE 26

### Special Leave

- 26.01 An Employee shall be granted leave, upon request, at his basic rate of pay for the following circumstances provided the Employee would otherwise be at his place of employment.
- 26.02 Family Illness
- In the event of an illness within an Employee's immediate family, the Employee shall be granted 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 Article 26.11.
- 26.03 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 Article 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.

26.04 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.

26.05 Moving Household Effects

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

26.06 Disaster Conditions

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

26.07 Birth

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

26.08 Citizenship Leave

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

26.09 Administration of Estate

An Employee shall be granted up to 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, excluding Article 26.12, 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**

- 27.01 Applications for leave of absence shall be submitted in writing to the Associate Vice-President, Human Resources and Administration for approval. Leave of absence shall be without pay and may be granted in case of serious illness or accident to the Employee's immediate family or for any other reasonable circumstance, and the Board shall not unreasonably deny any such application except for reasons of operational necessity. Applications for a leave of absence in excess of thirty (30) calendar days shall be submitted, where possible, at least one (1) month prior to the date of their requested leave.
- 27.02 Employees shall be deducted one (1) day's pay for each work day on leave of absence without pay.
- 27.03 When an Employee has been granted a leave of absence, such Employee shall retain all seniority rights earned up to the limit provided for in Clause 30.01 but further seniority will cease to accrue until the Employee has completed the leave and has returned to work.
- 27.04 An Employee on leave of any kind may not commence any other type of leave until the first leave has expired.
- 27.05 Continuation of insured benefits (L.T.D.I., Dental, Life Insurance and E.H.B.) during periods of Leave of Absence without pay is subject to Article 40.04.

**ARTICLE 28**

**Paid Holidays**

- 28.01 (a) Subject to Article 2 (Application of Agreement), Employees are entitled to one (1) day's paid leave for each of the following holidays:
- |                      |                 |
|----------------------|-----------------|
| New Year's Day       | Family Day      |
| Good Friday          | Easter Monday   |
| Victoria Day         | Canada Day      |
| August Civic Holiday | Labour Day      |
| Thanksgiving Day     | Remembrance Day |
| Christmas Day        | Boxing Day      |
| Christmas Floaters   |                 |
- (b) Christmas float holidays shall be observed in the following manner:
- (i) When Christmas Day falls on a Sunday, three (3) Christmas float holidays will be observed on December 28<sup>th</sup>, 29<sup>th</sup> and 30<sup>th</sup>.

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

28.02 Where a paid holiday or a day observed as such falls on an Employee's scheduled day off and the Employee is eligible for the paid holiday under the provisions of this Article he shall be granted either:

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

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

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

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

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

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

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

- (c) Holiday pay for Casual Employees will be calculated on the basis of the average number of hours worked per day (not including overtime) for the three (3) work days immediately preceding the holiday.

**ARTICLE 29**

**Vacations**

- 29.01
- (a) A Regular, Sessional and Limited Term Employee and an Employee engaged, as Apprentice will earn annual vacation as follows:
    - (i) Ten twelfths (10/12) work days' vacation for each calendar month worked from the commencement of his service.
    - (ii) One and one quarter (1 ¼) work days' vacation for each calendar month worked following completion of two (2) consecutive years of service. Any break in the Employee's employment with the Board of less than three (3) months is to be counted as a period of continuous employment.
    - (iii) Effective July 1, 2017, one and one quarter (1 ¼) work days' vacation for each calendar month worked following completion of one (1) year of service. Any break in the Employee's employment with the Board of less than three (3) months is to be counted as a period of continuous employment.
    - (iv) One and two thirds (1 ⅔) work days of vacation for each calendar month worked following completion of seven (7) consecutive years of service. Any break in the Employee's employment with the Board of less than three (3) months is to be counted as a period of continuous employment.
    - (v) Two and one-twelfth (2 1/12) work days of vacation for each calendar month worked following completion of fourteen (14) consecutive years of service. Any break in the Employee's employment with the Board of less than three (3) months is to be counted as a period of continuous employment.
    - (vi) Two and one half (2 ½) work days of vacation for each calendar month worked following completion of twenty-four (24) consecutive years of service. Any break in the Employee's employment with the Board of less than three (3) months is to be counted as a period of continuous employment.
  - (b) A Temporary Employee will earn ten twelfths (10/12) work days' vacation for each calendar month worked from the commencement of his service. Annual vacation leave shall be prorated for incomplete months worked.

- 29.02 (a) Annual leave credit is not earned during leave of absence without pay beyond an accumulated maximum of twenty-two (22) work days in any vacation year or beyond twenty-two (22) consecutive work days in respect to any one leave of absence which continues from one vacation year to the next vacation year.
- Notwithstanding the foregoing an Employee shall not earn annual leave credit during any period of leave of absence pursuant to Article 27 or maternity leave pursuant to Article 24, if the Employee does not return to employment at the University immediately following the leave.
- (b) Annual leave credit is not earned during any absence due to sickness or injury, including injuries which are compensable under Workers' Compensation, beyond an accumulated maximum of forty-four (44) work days in any vacation year or beyond forty-four (44) work days in respect to any one illness which continues from one vacation year to the next vacation year.
- 29.03 An Employee who terminates his service or who is terminated shall receive vacation pay in lieu of vacation earned but not taken.
- 29.04 If one or more paid holidays falls during an Employee's annual vacation period, another day or days may be added at the end of the vacation period or as may be authorized by the Board.
- 29.05 An Employee shall not be paid cash in lieu of vacation earned, except upon termination or upon mutual agreement between the Board and the Employee in which case he shall receive vacation pay for such vacation earned but not taken.
- 29.06 Subject to the operational requirements of the department, the Board shall grant an Employee at least two (2) weeks of his annual vacation entitlement during the summer months, where requested.
- 29.07 In the event that an Employee wishes to make special arrangements for the manner in which he takes his vacation, such arrangements may be made by mutual consent with his Supervisor.
- 29.08 A vacation balance of a maximum of 15 months entitlement may be accumulated at any given point.
- 29.09 An Employee who becomes hospitalized for a forty-eight (48) hour period or more during a vacation period may cancel the remainder of the vacation with notification to their supervisor and request that it be re-scheduled at a later time. The Employee shall provide proof of hospitalization satisfactory to the Board.

## **ARTICLE 30**

### **Seniority**

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

- 30.02 Seniority is not accumulated during the period of:
- (a) indefinite lay-offs
  - (b) definite layoffs or unpaid leaves in excess of twenty-two (22) consecutive work days, other than leaves granted due to Illness, Apprenticeship Trade School Training (Article 52.02), and Time off for Union Business (Article 9)
  - (c) work as a Casual or Temporary Employee, unless Article 3.02 (a) Probationary Period applies.
- 30.03 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.
- 30.04 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.
- 30.05 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.
- 30.06 The seniority of an Employee shall be lost, and all rights forfeited, and there shall be no obligation to rehire when he:
- (a) resigns or otherwise terminates 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 Article 31.11, or
  - (f) fails to return to work within forty-eight (48) hours after personal notice of recall is delivered by double registered mail to his last known address, or
  - (g) has a break of employment of one month or more after a Casual, Temporary or Limited Term appointment concludes.
- 30.07 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**

- 31.01 This Article applies to Regular and Sessional Employees.
- 31.02 The following definitions shall apply in this Article:
- (a) Comparable Position - one which is the same with respect to classification, appointment type and employment status;
  - (b) Non-Comparable Position - one which is lower with respect to classification, appointment type or employment status.
- 31.03 A lay-off is a separation from employment of more than ten (10) 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.
- 31.04
- (a) In determining the order of lay-off of Employees, seniority shall govern when all other relevant factors are equal.
  - (b) The application of seniority under this provision shall relate only to Employees who are employed in the same department and employed in the same classification, except as provided in Clause 31.08 (c).
- 31.05 The Union and the Chair of Local 53 shall be notified in writing one week prior to the date of written notice to an Employee of lay-off.
- 31.06 Notice of lay-off, or pay in lieu thereof, shall be as follows:
- (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.
- 31.07 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.
- 31.08 **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) After the first half of the notice period has expired, an Employee who has been indefinitely laid-off and has not been successful in obtaining employment pursuant to sub-clauses 31.08 (a) or (b), when the affected Employee may elect to replace the least senior Employee in a non-comparable position within the Department, provided the Employee is more senior and is qualified and able to perform the duties of the position.
- (d) Should there be no Employee with less seniority, or should the laid-off Employee not choose to exercise the right to replace an Employee with less seniority, then the affected Employee shall proceed on lay-off without pay with recall rights as per the schedule in Clause 31.11.
- (e) At any time during the notice period, the Board may direct an Employee to not report for work, and in this event the Employee will retain the rights provided in this clause.
- (f) Notwithstanding the foregoing no Employee shall be permitted to replace an Employee who is in a higher classification, appointment type or employment status.
- (g) An Employee who refuses to accept a comparable position, pursuant to Sub-Clauses 31.08 (a) or (b) shall forfeit all rights to the provisions of this Article from the date of such refusal.
- (h) An Employee who obtains employment in a non-comparable position, pursuant to Sub-Clauses 31.08 (b) or (c) shall retain their rights for appointment or transfer to a comparable position, pursuant to sub-clauses 31.08 (a) or (b), for the remainder of the notice period and the recall period as per the schedule in Clause 31.11.

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

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

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

- (a) two (2) months, for employees with one (1) or more but less than two (2) years of seniority,
- (b) three (3) months, for employees with two (2) or more but less than four (4) years of seniority,
- (c) four (4) months, for employees with four (4) or more but less than six (6) years of seniority,

- (d) five and one-half (5 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 Article 31.11.

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

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

31.16 The Board may enter into an agreement with one or more Regular or Sessional Employees who may request to receive the separation payment as per the schedule in Article 31.11. Such request may not necessarily result in an offer of the separation payment. If the payment is approved, the Employee(s) will be required to resign at a time acceptable to the Board. In such cases, the Union and the Local will be notified in writing.

31.17 One or more Employees may elect to accept Part-time or sessional employment to avoid or reduce the necessity of lay-off. In cases where such an offer is acceptable



to the Board, the Employee so affected shall receive a separation payment equal to a percentage of the schedule in Article 31.11 corresponding with the reduction to their Full-time employment.

31.18 In the event that there are no qualified applicants in a limited competition, the available position will be filled in the normal manner.

## **ARTICLE 32**

### **Job Opportunities and Promotions**

32.01 Notices outlining details of available Regular, Sessional, 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 Local will be so informed.

32.02 A promotion is defined as the movement of an Employee to a classification, which has a maximum salary, which is greater than the maximum salary of his current classification.

In determining promotions, merit and ability, as defined by the Board, shall be the primary factors considered. An Employee's record of attendance may also be considered. Where the Board deems the total of such factors to be relatively equal, seniority shall be the governing factor.

32.03 An Employee who is promoted to a position with a higher-grade salary level shall have their salary adjusted to the minimum of the new grade level, or to an appropriate step in the new grade level, which provides for a minimum of a four percent (4%) increment.

## **ARTICLE 33**

### **Acting Incumbent**

33.01 To be eligible for acting incumbency pay, an Employee shall be required to perform the principal duties of the higher level position for a minimum period of five (5) consecutive work days during which time he may also be required to perform some of the duties of his regular position. On completion of the minimum five (5) day qualifying period in an acting incumbency position, an Employee shall be eligible for acting incumbency pay for the total period of acting incumbency, including the five (5) day qualifying period.

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

33.03 Where an Employee qualifies for acting incumbency pay he shall receive a premium equivalent to four percent (4%) of his regular salary, in addition to his regular salary, or the minimum salary for the classification of the higher level position, whichever is greater provided that such total salary figure does not exceed the maximum of the higher level classification.

#### **ARTICLE 34**

##### **Rights on Transfer**

34.01 An Employee who has completed his probationary period and who, by way of his request, is promoted or transferred to another position and within three (3) months if their classification is Grade Level 5 or lower or six (6) months if their classification is Grade Level 6 or greater, is found to be unsuitable, will be placed in another position for which he possesses the necessary qualifications provided such a position is available.

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

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

34.03 An Employee who is promoted or transferred at the specific request of the Board and within three (3) months if their classification is Grade Level 5 or lower or six (6) months if their classification is Grade Level 6 or greater, is found to be unsuitable, shall be returned to his former position. Should such position be unavailable, he shall be assigned to another position for which he is qualified at his former salary.

#### **ARTICLE 35**

##### **Casual Illness**

35.01 "Casual Illness" means an illness which causes an Employee to be absent from duty for a period of three (3) consecutive work days or less, and includes medical or dental treatment involving an absence of one-half (½) day or longer which has been given prior authority by the Board.

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

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

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

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. The Employee will advise the Manager of the scheduled appointment as soon as they become aware of the date and time of the appointment.

Provided an Employee works one (1) hour in the half day that he is absent for those purposes, such approved absence shall neither be charged against his Casual Illness entitlement, nor shall a deduction in pay be made for the time lost in the half day in which he attended the appointment. 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 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.

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

### ARTICLE 36

#### General Illness

36.01 "General Illness" means an illness, which causes an Employee to be absent from duty for a period of more than three (3) consecutive work days but shall not exceed one hundred and twenty-eight (128) consecutive working days.

36.02 An Employee at the commencement of each year of employment shall be entitled to General Illness Leave at the specified rates of pay in accordance with the

following Sub-Clauses, and the application of such general illness leave shall be as set out in accordance with Clauses 36.03 and 36.04.

- (a) Illness commencing in the first year of employment, but following successful completion of the probationary period; one hundred percent (100%) of normal salary for each of the first ten (10) work days of illness and seventy percent (70%) of normal salary for the remainder of the one hundred and 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.

36.03

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.

- 36.04 An Employee who returns to active work from a period of General Illness and who within twenty (20) work days is absent on account of the same or related illness, shall have the two absences treated as one absence for the purposes of eligibility for General Illness and LTDI benefits.
- 36.05 For purposes of this Article, the maximum period of continuous absence recognized shall be one hundred and twenty-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).
- 36.06 This Article is subject to Article 37 (Conditions of Illness Leave Entitlement).

### **ARTICLE 37**

#### **Conditions of Illness Leave Entitlement**

- 37.01 Illness means any illness, injury or quarantine restriction experienced by an Employee but does not include accident covered by Workers' Compensation.
- 37.02 When an absence on account of illness continues from one employment year into the next employment year, the period of leave with full pay in respect to that absence is determined according to the employment year in which the absence commenced.
- 37.03 An Employee who is unable to report for duty due to illness is required to inform his immediate supervisor as soon as he is aware he will be unable to report to duty at the scheduled time but in any event no later than the time he was scheduled to report for duty.
- 37.04 An Employee may be required 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.
- 37.05 Notwithstanding Article 35 (Casual Illness) or Article 36 (General Illness) an Employee is not eligible to receive illness leave benefits under Article 35 or Article 36 if the absence is due to an intentional, self-inflicted injury.
- 37.06 When a day(s) designated as a Paid Holiday under Article 28 (Paid Holidays) falls within a period of illness it shall be counted as a day of illness and under no circumstances shall an Employee be entitled to both a day(s) of illness leave and a Paid Holiday(s) for the same day(s).
- 37.07 As a consequence of the benefits provided, the Board shall retain the full amount of any premium rebate allowable on unemployment insurance by the Human Resources and Skills Development Canada.

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

### **ARTICLE 38**

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

- 38.01 The Board will provide and maintain a Long Term Disability Insurance Plan through a policy in the name of the Board, with a private Insurance Company, to insure all applicable eligible Employees covered by this Agreement.
- 38.02 The cost of providing benefits to all eligible Employees covered under the Plan shall be fully paid by each eligible Employee.

- 38.03 The eligibility of an Employee to participate in the Long Term Disability Insurance Plan is subject to Article 2 (Application of Agreement) and all eligible Employees shall be covered in accordance with the provisions of the Insurance Policy.
- 38.04 An eligible Employee who becomes ill or disabled and who, as a result of such illness or disability, is absent from work for a period of one hundred and 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.
- 38.05 Long Term Disability benefits payable under the provisions of the Long Term Disability Insurance Plan, will entitle an Employee with a qualifying disability, to a total income from sources specified under the Plan of not less than sixty-five percent (65%) of his normal monthly salary up to 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 (3%) percent.
- 38.06 The maintenance of the Long Term Disability Insurance Policy and the maintenance of the Long Term Disability Insurance Benefits applicable to eligible Employees covered by this Agreement shall not be altered except through mutual agreement of the Parties to this Agreement.
- 38.07 While this Article provides a general description of the Long Term Disability Plan, the eligibility for and the entitlement to and the level of benefits will be governed by the insurance policy, which contains all governing terms of the Long Term Disability Insurance Plan.

### **ARTICLE 39**

#### **Group Life and AD&D**

- 39.01 The eligibility of Employees to participate in the Group Life Insurance Plan is subject to Article 2 (Application of Agreement) and participation is a condition of employment for all eligible Employees. 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.
- (a) The Board and the Employee shall share the monthly premium costs for this insurance coverage:
- (i) the Board shall pay seventy-five percent (75%) of the total cost to a maximum of eighteen cents (\$0.18) per one thousand dollars (\$1,000) of insurance coverage.
- (ii) the Employee shall pay the remaining portion of the premium.

- (b) Effective January 1, 2017, the Board shall pay the monthly premium costs for insurance coverage pursuant to Sub-Clauses 39.01.

39.02 Accidental Death and Dismemberment (AD&D)

- (a) Effective January 1, 2017, 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) Effective January 1, 2017, the Board shall pay the monthly premium costs for the insurance coverage pursuant to Sub-Clauses 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**

40.01 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) Effective January 1, 2017, paramedics<sup>1</sup> - 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

40.02 Dental Plan

- (a) The Board agrees to maintain a Dental Plan through a policy in the name of the Board, with a private insurance company to provide coverage for all

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<sup>1</sup> Eligible paramedics include Chiropractor, Podiatrist, Naturopath, Physiotherapy, Speech Pathologist, Osteopath, Chiropodist, Registered Massage Therapist, Acupuncturist, Psychologist



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) Effective January 1, 2017 the 2012 Alberta Blue Cross Dental Fee Guide will be replaced by the current Alberta Blue Cross Dental Schedule.

- (c) While this Sub-Article provides a general description of the Dental Plan, the eligibility for and the entitlement to benefits will be governed by the insurance policy, which contains all governing terms of the Dental Plan.

40.03 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 seventy five (\$1,075).
- (b) Effective January 1, 2017, the HWSA is one thousand dollars (\$1,000).

40.04 (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 his option coverage shall cease.

- (c) An Employee on definite lay-off, or an Employee on indefinite lay-off during the period the Employee retains recall rights, shall have the option of maintaining coverage on 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 his option, coverage shall cease.

- (d) While this article describes certain provisions applicable to the coverage of Employees, the eligibility for the entitlement to benefits will be governed by the insurance policies, which contain all governing terms of the benefit plans.
- 40.05 The Employer shall—provide an external Employee and Family Assistance Program.
- (a) Premiums shall be based on current cost share arrangements, eighty percent (80%) Employer and twenty percent (20%) Employee.
  - (b) Effective January 1, 2017, premiums shall be paid one hundred percent (100%) by the Employer.
- 40.06 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

- 41.01 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.
- 41.02 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.
- 41.03 All eligible Employees must satisfy all normal and prevailing academic and registration requirements, pay a non-refundable administration fee of fifteen dollars (\$15.00), to a maximum of forty-five dollars (\$45.00) per semester/session at time of registration for each semester course and also pay such other general compulsory fees as are normally assessed to students.
- 41.04 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 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 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 21, or under age 25 if they are full-time students (three (3) full courses per semester), who rely on the Employee for support.

The definition of legal spouse and dependent as outlined above applies only to the administration of the 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.

41.05 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).

41.06 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 15 <sup>th</sup>
Spring semester	-	April 15 <sup>th</sup>
Summer semester	-	August 15 <sup>th</sup>

Late applications will not be processed.

41.07 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 forgoing, graduate courses are eligible for benefits paid pursuant to this Article up to the undergraduate credit course fee.

41.08 Courses graded Credit/ Non-Credit are not eligible for consideration.

41.09 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**

42.01 Where an Employee is required by the University to use his personal vehicle in the performance of his duties, the Employee shall be entitled to receive a vehicle allowance in accordance with prevailing Board authorization.

42.02 When the Board requires an Employee to use his personal vehicle in the performance of his duties, and if additional insurance is required to maintain insurance coverage, the Board shall pay the difference between the personal use cost of insurance and the business use cost of insurance.

#### **ARTICLE 43**

##### **Staff Development**

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

#### **ARTICLE 44**

##### **Pollution**

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

## ARTICLE 45

### Discrimination, Harassment and Bullying

- 45.01 It is agreed between the parties that there is an obligation and desire to eliminate any and all discrimination, harassment and bullying in the workplace. This obligation applies equally to the Board, the Union and all employees.
- 45.02 Discrimination, Harassment and Bullying shall be defined in accordance with the *Alberta Human Rights Act* and the University of Lethbridge policy on Discrimination and Harassment.

## ARTICLE 46

### Behavioral Health

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

## ARTICLE 47

### Safety and Health

- 47.01 The Board agrees to maintain a University wide safety program under the auspices of the University Joint Work Site Health and Safety Committee, which consists of representatives of the Board and Local.
- 47.02 The Parties agree that the maintenance of a safe and healthy work place environment is a major contributing factor to the well being of University Employees and to the efficient operation of the University and agree to cooperate in all such matters through the auspices of the University Joint Work Site Health and Safety Committee.

- 47.03 Where any concerns arise with respect to the work environment and safety, such matters shall be referred to the University Joint Work Site Health and Safety Committee.
- 47.04 The Board will provide the Local Officers with a list of the Members serving on the University Joint Work Site Health and Safety Committee and further, will make available copies of said list for posting on Bulletin Boards.
- 47.05 The Board shall notify the Chairman of the Local immediately when the Board is aware of the occurrence on the job of a fatal accident or the serious injury of an Employee.

#### **ARTICLE 48**

##### **Uniforms and Protective Clothing**

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

**ARTICLE 49**

**Delivery Notice**

49.01 Any notice hereunder required to be given shall be deemed to have been sufficiently served if personally delivered or mailed in a prepaid registered envelope addressed,

in the case of the Board, to:

The Associate VP of Human Resources and Administration  
The University of Lethbridge  
4401 University Drive  
Lethbridge, Alberta  
T1K 3M4

and in the case of the Union to:

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

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

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

**ARTICLE 50**

**Salary Schedules**

50.01 An Employee shall be paid for work performed for their respective classification as listed in Schedule "A" of the Collective Agreement, in accordance with the minimums and maximums of the salary ranges as listed in Schedule "B" and "C" of the Collective Agreement.

50.02 (a) Effective July 01, 2016 schedule "C" (effective July 01, 2015) shall be replaced by schedule "B" which provides a two point two five percent (2.25%) increase to salary ranges.

- (b) Effective July 01, 2016 all employees shall receive a two point two five percent (2.25%) increase to salaries up to the maximum of their salary range.

50.03 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 in accordance with the following schedule.

- (a) Effective July 01, 2016 a Lump Sum payment equal to two point two five percent (2.25%) of salary.

## ARTICLE 51

### Career Progress Increments

51.01 On July 1<sup>st</sup> of each year, an Employee shall be eligible to receive a Career Progress Increment. The amount of the annual increase shall be four percent (4.0%) of the Employee's regular salary in effect on June 30<sup>th</sup> of that year except that:

Effective June 30, 2017 forward, the career progress increment shall be adjusted to three point five percent (3.5%).

- (a) Where performance is not satisfactory, either a full increment or one-half ( $\frac{1}{2}$ ) 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 1<sup>st</sup>, for reasons of lay-off (excluding Sessional Employees), leave of absence without pay, maternity leave, or was in receipt of L.T.D.I. benefits.
  - (ii) an Employee's salary would exceed the maximum established for the classification.

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

51.03 When an increment or one-half ( $\frac{1}{2}$ ) of a full increment is withheld, the Employee so affected will be advised forthwith by his immediate supervisor giving reasons in writing for such withholding, prior to the due date of the salary increment.

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



## ARTICLE 52

### Apprentices

- 52.01 (a) Apprentices who are:
- (i) new Employees hired as Apprentices or
  - (ii) current Employees who are accepted into an apprenticeship 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 50<sup>th</sup> percentile of the appropriate Journeyman grade.
    - Year 2 - a minimum of 70% of the 50<sup>th</sup> percentile of the appropriate Journeyman grade.
    - Year 3 - a minimum of 80% of the 50<sup>th</sup> percentile of the appropriate Journeyman grade.
    - Year 4 - a minimum of 90% of the 50<sup>th</sup> 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 he 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*.

52.02 Attendance at School

- (a) No Apprentice shall be granted time-off for trade school training until such time as he has completed six months continuous service as an apprentice.
- (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 52.01(a).
- (c) It is expected that regular or sessional Employee, 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.

52.03 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.

52.04 Application of Collective Agreement

Except as otherwise provided, the terms and conditions of this Agreement shall apply to Employees engaged as Apprentices in accordance with the provisions of Article 2 (Application of Agreement). However, Article 12 (Grievance Procedure) and Article 31 (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 53**

**Mentally/Physically Challenged Persons**

53.01 The Parties agree that subject to the following conditions, employment of individuals under the above caption can be affected:

- (a) Positions may be Full-time or Part-time but will be of a Casual nature as defined in Article 1 (Interpretation).
- (b) Category will be Junior Clerk. Duties will be as follows:
  - (i) Folding brochures and/ or posters.
  - (ii) Distributing posters and flyers throughout the University.
  - (iii) Attaching address labels to envelopes.
  - (iv) Stuffing envelopes with flyers or brochures.
  - (v) Sealing envelopes.
  - (vi) Sorting mail-outs for in-town or out-of-town postal delivery.
  - (vii) Trucking mail-outs to post office.
- (c) Article 2 (Application of Agreement), Clause 2.05 will apply.
- (d) This position(s) will be in the Bargaining Unit and dues will be deducted in accordance with Article 7 (Union Dues and Check-off).

- (e) The rate of pay shall be Alberta Minimum Wage plus a minimum of one dollar (\$1.00) per hour worked.

#### **ARTICLE 54**

##### **Instruction / Consulting / Responsibility Premium**

- 54.01 Employees performing work in the classification of Lifeguard/ Instructor I or Lifeguard/ Instructor II shall be paid a wage premium of one dollar (\$1.00) per hour worked while instructing swimming lessons or other instruction related activities.
- 54.02 Employees performing work in the classification of P.E. Facility Assistant I, P.E. Facility Assistant II or P.E. Facility Supervisor, shall be paid a wage premium of one dollar (\$1.00) per hour worked while providing fitness consultations.
- 54.03 Employees performing work in the classification of Lifeguard/Instructor I shall be paid a wage premium of one dollar (\$1.00) per hour worked when assigned the responsibility of being the Senior Lifeguard on duty.
- 54.04 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.
- 54.05 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.
- 54.06 At no time shall the Instruction/ Consulting/ Responsibility Premium be included with the Employee's regular rate of pay for the purpose of computing overtime payments, other premium payments or any Employee benefit.

#### **ARTICLE 55**

##### **Continuation During Negotiations**

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

**ARTICLE 56**

**Duration of Agreement**

56.01 Except as otherwise provided, this Agreement shall take effect as of the date of ratification by the Local and shall remain in full force and effect until June 30<sup>th</sup> 2017, 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 30<sup>th</sup> 2017. Such notice shall be in accordance with the provisions of the *Act*.

## APPENDIX #1

### List of Senior Administrators for the Purposes of Article 15 (Classification)

DEPARTMENT	SENIOR ADMINISTRATOR
Ancillary Services	Executive Director
Facilities	Executive Director
Faculties / Schools	Dean
Campus North	Assistant Dean
Financial Services	Associate Vice President
Health Centre	Associate Vice President
Information Technology	Chief Information Officer / Chief Technology Officer
International	Executive Director
Library	University Librarian
Student Services / Registrar's Office	Associate VP (Students) / Registrar
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
- Faculty of Management
- Faculty of Fine Arts
- Faculty of Health Sciences
- School of Graduate Studies
- Library
- Financial Services
- Calgary Campus
- Edmonton Campus
- Registrar, Enrolment & Student Services (RESS)
  - Office of the Associate Vice-President (Students)
  - Registrar's Office
  - Enrolment Services
  - Student Services
- Information Technology
  - 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
- 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
  - Aquatic Centre
  - Facilities and Services
- Teaching Centre
- Health Centre
- International Centre for Students
- Research Services
- Art Gallery

**SCHEDULE "A"**  
**CLASSIFICATION GRADE LEVELS**  
**THE UNIVERSITY OF LETHBRIDGE**  
**Effective Date July 1, 2011**

<u>GRADE LEVEL</u>	<u>CLASS CODE</u>	<u>CLASSIFICATION</u>	<u>HOURS/ DAY</u>
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



<u>GRADE LEVEL</u>	<u>CLASS CODE</u>	<u>CLASSIFICATION</u>	<u>HOURS/ DAY</u>
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	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
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

<u>GRADE LEVEL</u>	<u>CLASS CODE</u>	<u>CLASSIFICATION</u>	<u>HOURS/ DAY</u>
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	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 Investigation Officer	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
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

<u>GRADE LEVEL</u>	<u>CLASS CODE</u>	<u>CLASSIFICATION</u>	<u>HOURS/ DAY</u>
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

<u>GRADE LEVEL</u>	<u>CLASS CODE</u>	<u>CLASSIFICATION</u>	<u>HOURS/ DAY</u>
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, 2016 (2.25%)**

<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 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 Aquatic Centre and P. E. Facilities under the following conditions:

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

ON BEHALF OF THE UNIVERSITY  
OF LETHBRIDGE

ON BEHALF OF THE ALBERTA  
UNION 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**

This letter of understanding will confirm the Board's intent as follows:

There will be no contracting out of work presently performed by bargaining unit employees which would result in the lay-off of a Bargaining Unit Employee for the period of time up to and including June 30, 2017.

ON BEHALF OF THE UNIVERSITY  
OF LETHBRIDGE

ON BEHALF OF THE ALBERTA  
UNION 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 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 Article 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 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**

The Union and the Employer further agree that, where required, consequential amendments shall be made to the above-mentioned Articles and Letters of Understanding as a result of any changes, modifications and/ or amendments arising from the subsequent negotiations of, and the subsequent agreements reached of those Articles and Letters of Understanding opened by either the Union or the Employer during this round of collective bargaining.

ON BEHALF OF THE UNIVERSITY  
OF LETHBRIDGE

ON BEHALF OF THE ALBERTA  
UNION 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.

ON BEHALF OF THE UNIVERSITY  
OF LETHBRIDGE

ON BEHALF OF THE ALBERTA  
UNION PROVINCIAL EMPLOYEES

\_\_\_\_\_

\_\_\_\_\_

Guy Smith, AUPE President

\_\_\_\_\_

WITNESS

\_\_\_\_\_

WITNESS

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_