

COLLECTIVE AGREEMENT

Between the



and the



June 29, 2016 to March 31, 2019

PART B –TRUST AGREEMENT

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ARTICLE 1 DEFINITIONS

In this Agreement (Part B: General Support Trust Employees):

- 1.01 **“AVP (HR)”** means the Associate Vice-President, Human Resources, of the University of Alberta or his/her designee.
- 1.02 **“Base Pay”** means the basic rate negotiated by the parties as outlined in Common Provisions Appendix A.
- 1.03 **“Chair”** means the chairperson of an academic unit (or equivalent).
- 1.04 **“Continuous Operation”** means a unit that operates seven days a week and 24 hours a day.
- 1.05 **“Demotion”** means a move from one position to another position with a lower maximum base pay.
- 1.06 **“Department”** means a teaching department, a faculty office, an administrative office or a service unit under the administrative authority of the Employer.
- 1.07 **“Designated Employer Representative” (DER)** means a senior administrative level representative with the authority to resolve a dispute under Common Provisions Article 14 (Dispute Resolution Process).
- 1.08 **“Director, HRCS”** means the Director, Human Resource Consulting Services, of the University of Alberta.
- 1.09 **“Dismissal”** means the discharge of an employee from employment.
- 1.10 **“Employee”** is a person who works on a full-time or part-time basis in a trust position and who provides general support assistance to a Trustholder.
- 1.11 **“Employer”** means the Governors of the University of Alberta.
- 1.12 **“Fiscal Year”** means the period April 1 to March 31.
- 1.13 **“Illness”** means an employee illness, injury or quarantine including any illness-related portion of pregnancy or maternity leave.
- 1.14 **“Increment”** means the difference between one step and the next full step on a salary grade (e.g. Step 1 to Step 2 or Step 1.5 to Step 2.5) as set out in Common Provisions Appendix A.
- 1.15 **“Lieu day”** means a day off with pay in place of a paid holiday or a previously mutually agreed-to lieu day on which the employee is required to work.

- 1.16 **“NASA”** means the University of Alberta Non-Academic Staff Association.
- 1.17 **“Overtime”** means approved work required to be performed by an employee outside of his/her regular hours of work.
- 1.18 The **“parties”** are the Employer and NASA.
- 1.19 A **“position”** is a trust position that is contingent upon continuation of a Trustholder’s research/operation activities or the receipt, renewal or continuance of a research grant, contract or other source of funding.
- 1.20 **“Promotion”** means a move from one position to another position with a higher maximum base pay and with an increase in the current base pay. It does not apply to Casual and Auxiliary employees who are rehired by the Employer within four months as per Common Provisions clause 20.13 (c).
- 1.21 **“Seniority”** means length of service in the bargaining unit.
- 1.22 A **“Seniority Unit”** will consist of all employees who occupy positions reporting to a Trustholder.
- 1.23 **“Straight Time”** means the hourly rate.
- 1.24 **“Time and one-half”** means 1½ times the hourly rate.
- 1.25 **“Transfer”** means a move from one position to another position with the same maximum base pay. It does not apply to Casual or Auxiliary employees who are rehired by the Employer within four months as per Common Provisions clause 20.13 (c).
- 1.26 **“Trustholder”** is the recognized person(s) who holds research grants, contracts or is responsible for some other form of trust account at the University, and who is an authorized representative of the Employer or his/her designee.
- 1.27 **“Union”** means NASA.
- 1.28 **“Union Representative”** means a NASA Labour Relations Officer or designee.

ARTICLE 2 *

EMPLOYEE TYPES AND APPLICATION

- 2.01 This Agreement (Common Provisions and Part B) will apply to all employees who provide general support assistance to a Trustholder as stated in this Article.

2.02 Employee Types – Definitions

- (a) **Regular Trust Employees (working in non-established positions)**
- (i) **“Full-time Regular Trust Employee”** means a person who is hired for a non-established position of 35, 37.5 or 40 hours per week either on:
 - a. a continuing basis; or
 - b. for recurring specified periods of more than six months per year.
 - (ii) **“Part-time Regular Trust Employee”** means a person who is hired for a non-established part-time position and works regular hours that are 40% or more (but less than 100%) of the hours of work specified for the job either on:
 - a. a continuing basis; or
 - b. for recurring specified periods of more than six months per year.
- (b) **“Auxiliary Trust Employee”** means a person who does not fall within the definition of Regular employee and:
 - (i) is Auxiliary Hourly Trust if s/he has accumulated more than 1707 hours (exclusive of the premium portion of overtime) by working in one or more positions, or
 - (ii) is Auxiliary Salary Trust if s/he has been appointed to work the hours of a Regular Trust employee in one position for a specific period of more than 12 months but not more than 48 months.
- (c) **“Casual Trust Employee”** means a person who does not fall within the definition of a Regular Trust or Auxiliary Trust employee and who works in one or more positions on a supplementary, irregular or intermittent basis.

2.03 Application for Regular Trust Employees

(a) **Full-Time Regular Trust Employees**

The provisions of this Agreement will apply to Full-time Regular Trust employees.

When a full-time Regular Trust employee is employed for recurring specified periods of more than six months each year, the terms and conditions of this Agreement will not apply during the inactive period, except as specified in clause 12.07 (Benefits – Regular Recurring Trust Employees).

(b) **Part-time Regular Trust Employees**

The provisions of this Agreement will apply to Part-time Regular Trust employees except where modified by the specific article.

When a Part-time Regular Trust employee is employed for a recurring specified period of more than six months each year, the terms and

conditions of this Agreement will not apply during the inactive period, except as specified in clause 12.07 (Benefits – Regular Recurring Trust Employees).

2.04 Application for Auxiliary Trust Employees

- (a) The provisions of this Agreement will apply to Auxiliary Trust employees except where modified by the specific article.
- (b) Hours paid as vacation, paid holidays, and the premium portion of overtime will not count toward the accumulation of 1707 hours under 2.02 (b) (i).
- (c) Employees who have accumulated more than 1707 hours in accordance with 2.02 (b) (i) will be entitled to the provisions of 2.04 (a) commencing the first pay period following such accumulation.
- (d) Auxiliary Trust employees who work more than 48 months under 2.02 (b) (ii) in one position will become Regular Trust employees.
- (e) An employee will cease to be an Auxiliary Trust employee if they do not work for a period of four months. A Trustholder will not separate an Auxiliary Trust employee or fail to assign them hours for the sole purpose of preventing the employee from maintaining their status as an Auxiliary Trust employee or from becoming a Regular Trust employee.

2.05 Application for Casual Trust Employees

Casual Trust employees will commence employment at Level 1.

- (a) **Level 1** – the provisions of this Agreement will apply to Casual Trust employees at Level 1 except where specifically excluded or modified.

The following articles will not apply to Casual Trust employees at Level 1:

- (1) Common Provisions Article 8 – Performance Reviews and Increments
- (2) Common Provisions Article 9 – Workers’ Compensation Supplement
- (3) Common Provisions Article 10 – Witness or Jury Duty
- (4) Common Provisions Article 12 – Resignation
- (5) Common Provisions Article 15 – Job Evaluation
- (6) Common Provisions Article 16 – Job Evaluation Appeals
- (7) Common Provisions Article 17 – Joint Committee on Job Evaluation Systems
- (8) Common Provisions Article 19 – Reduced Hours Leading to Retirement
- (9) Common Provisions Article 21 - Discipline
- (10) Common Provisions Article 22 – Leave Without Pay

- (11) Common Provisions Article 23 – University Credit Courses
- (12) Common Provisions Article 24 – Human Resources Development Fund
- (13) Article 7 – Winter Closure
- (14) Article 9 – Illness and Proof of Illness
- (15) Article 10 – Special Leave
- (16) Article 12 – Benefits
- (17) Article 13 – Postings, Transfers, Promotions and Responsibility Pay
- (18) Article 14 – Premiums
- (19) Article 15 – Position Disruption

The following Appendices will not apply to Casual Trust employees at Level 1:

- (1) Common Provisions Appendix B1 and B2 – Terms of Reference and Agreement Respecting Benefits Cost Management
- (2) Common Provisions Appendix C– Physical Education and Recreation
- (3) Common Provisions Appendix E – Learning and Development Committee (HRDF) Terms of Reference
- (4) Common Provisions Appendix F – Time Off for Union Business
- (5) Common Provisions Appendix J – Consultation Guidelines – Parts A Article 20, B Article 15 and C Article 20 (Position Disruption)
- (6) Common Provisions – Appendix L – Payment of Professional Accreditation for Support Staff
- (7) Appendix C – Vacation Hourly Formula Rates

Student Trust Employees

Students attending the University of Alberta on a full-time basis (as defined by the University calendar) who are covered by this Agreement and are employed as Casual Trust employees will be entitled to the same provisions as Casual Trust employees at Level 1, subject to the following:

- (i) Student Trust employees will not accumulate hours toward Level 2 or status as an Auxiliary Trust employee, except where the Student Trust employee has been employed on a casual basis for a cumulative period of four years. Student Trust employees will receive a 1.5% increase to their rate of pay in recognition of their ineligibility to progress beyond Level 1.
- (ii) Hours worked by Student Trust employees at Level 1 will count toward progression to Level 2 and status as an Auxiliary Trust employee if the employee ceases to be a full-time student and continues to work as a Casual Trust employee or works beyond four cumulative years.

- (iii) Hours worked as a Student Trust employee will be considered service if the employee is appointed from casual employment to a regular position without a break in employment.
 - (iv) A Student Trust employee will not be able to complete a probation period and Article 3 (Probation and Trial Periods) will not apply.
- (b) **Level 2** – Casual Trust employees will progress from Level 1 to Level 2 when they have worked more than 1000 hours in one or more positions. Hours paid as vacation, paid holidays and the premium portion of overtime will not count toward the accumulation of the 1000 hours.

The provisions of this Agreement will apply to Casual employees at Level 2 except where specifically excluded or modified.

The following articles will not apply to Casual employees at Level 2:

- (1) Common Provisions Article 8 – Performance Reviews and Increments
- (2) Common Provisions Article 9 – Workers’ Compensation Supplement
- (3) Common Provisions Article 10 – Witness or Jury Duty
- (4) Common Provisions Article 12 – Resignation
- (5) Common Provisions Article 15 – Job Evaluation
- (6) Common Provisions Article 16 – Job Evaluation Appeals
- (7) Common Provisions Article 17 – Joint Committee on Job Evaluation Systems
- (8) Common Provisions Article 19 – Reduced Hours Leading to Retirement
- (9) Common Provisions Article 23 – University Credit Courses
- (10) Article 7 – Winter Closure
- (11) Article 12 – Benefits
- (12) Article 14 – Premiums
- (13) Article 15 – Position Disruption

The following Appendices will not apply to Casual Trust employees at Level 2:

- (1) Common Provisions Appendix B1 and B2 – Terms of Reference and Agreement Respecting Benefits Cost Management
- (2) Common Provisions Appendix F – Time Off for Union Business
- (3) Common Provisions Appendix J – Consultation Guidelines – Parts A Article 20, B Article 15 and C Article 20 (Position Disruption)
- (4) Common Provisions Appendix L – Payment of Professional Accreditation for Support Staff
- (5) Appendix C – Vacation Hourly Formula Rates

- (c) Hours worked by a Casual Trust employee will not count towards progression to higher levels if the employee does not work for a period of four months. The Employer will not separate a Casual Trust employee or fail to assign them hours for the sole purpose of breaking their accumulation of hours.

ARTICLE 3

PROBATION AND TRIAL PERIODS

Probation Period

3.01 After the initial commencement date of employment, the probation period of an employee should not be more than:

- (a) Six months of work for employees in positions from Grade 1 to 10. This probation period may be extended for up to six additional months of work.
- (b) Twelve months of work for employees in positions from Grade 11 to 15. This probation period may be extended for up to three additional months of work.

The reason for the extension must be outlined in writing to the employee, the Union and Human Resource Services.

3.02 Supervisors and employees are encouraged to share feedback at least midway through the probation period.

3.03 During the probation period, the Trustholder (in consultation with Human Resource Services) may dismiss a probationary employee. The employee will receive five working days of written notice if his/her period of employment is more than three months.

3.04 Except in extenuating circumstances no employee should serve more than one probation period with the Employer.

3.05 Auxiliary Trust and Casual Trust Employees

- (a) For the purposes of a probation period as per clause 3.01 above, the initial commencement date of employment is deemed to be the first day of work when all of the following conditions are met:
 - (i) the work must not be intermittent in nature, and
 - (ii) the employee must work 40% or more of the regular hours of work specified for the job, and
 - (iii) the appointment upon hiring must be for a period longer than the applicable probation period.

- (b) Further to clause 3.05 (a), where such an employee becomes a Regular Trust employee in the same position with no break in appointment and without completing a probation period, the probation period in the Regular Trust appointment will be reduced by the number of months of probation already successfully completed, provided the individual is performing the full range of duties that would normally be performed by a probationary employee at that time.
- (c) An employee who completes probation on an Auxiliary or Casual appointment but has not been performing the full range of duties that would normally be performed by a Regular employee at that time will have a trial period applied upon appointment to full duties as per clause 3.06.
- (d) Clauses 3.02, 3.03 and 3.04 apply as written.
- (e) If a probation period has not already been successfully completed, an employee who moves directly to a new job or is rehired by the Employer within four months as per Common Provisions clause 20.13 (c) will be subject to the terms of a probation period.

Trial Periods

3.06 A non-probationary employee who transfers or is promoted to work for a Trustholder will have a trial period of three months of work, which may be extended by the Trustholder for another three months of work for reasons that are outlined in writing to the employee with a copy to Human Resource Services and the Union.

3.07 Regular Trust Employees

During this trial period, if the employee is deemed unable to perform the duties of the new position satisfactorily, s/he will be returned to his/her previous position if it is available and vacant. If not, the employee will be:

- (a) laid off as per Article 15 (Position Disruption), if the previous position was a Regular Trust position, or
- (b) terminated from the position and will retain service for another four months, unless Common Provisions clause 20.13 (b) applies.

3.08 Auxiliary Trust and Casual Trust Employees

- (a) If a probation period has already been successfully completed, an employee who moves directly to a new job or is rehired by the Employer within four months as per Common Provisions clause 20.13 (c) will be subject to the terms of a trial period.
- (b) If the employee is deemed unable to perform the duties of the new job satisfactorily during the trial period, s/he will be terminated from the

position and will retain service for another four months, unless Common Provisions clause 20.13 (b) applies.

3.09 No trial period will be required on disciplinary or involuntary demotions.

ARTICLE 4 HOURS OF WORK

4.01 The intent of this Article is to ensure employees and Trustholders understand the expectations for hours of work. Employees and Trustholders will ensure that the employee's hours of work, as per the letter of appointment and provisions provided below, are adhered to.

4.02 New employees will receive a letter of appointment outlining their hours of work (i.e., regular work day and regular work week).

4.03 Regular Work Day and Work Week for Full-time Employees

- (a) The regular work day will be:
 - (i) 7 hours, or
 - (ii) 7.5 hours, or
 - (iii) 8 consecutive hours.
- (b) The regular work week will be:
 - (i) 35 hours, or
 - (ii) 37.5 hours, or
 - (iii) 40 hours.
- (c) A regular work week will consist of five days with two consecutive days off.
- (d) Temporary changes to an employee's start time, work day or work week are permitted for research or operational requirements. Unless mutually agreed to, a permanent change to an employee's regular start time requires that the employee be provided with 30 calendar days of written notice of the change.
- (e) Modified work days (e.g., split shifts) or work weeks are acceptable by agreement between the employee and the Trustholder provided that the hours worked will be, on average, equivalent to that which the employee would have worked under clauses 4.03 (a) and (b). Except for clauses 4.03 (a) and (b), an employee working pursuant to a modified work day or work week agreement retains access to the provisions of this Agreement and there will be no loss or gain of any provision of this Agreement when a modified work day or work week is in use.

- (f) When, on an ongoing basis, operational requirements necessitate irregular hours outside of the provisions of clauses 4.03 (a) and (b), and the employee and Trustholder agree, the Trustholder will submit the agreed work schedule to the Director, HRCS, for approval. The Director, HRCS, will provide a copy of the agreed work schedule to the Union for approval. Approval will not be unreasonably withheld. A Trustholder and employee who fails to receive approval within ten working days may implement the agreed upon schedule. Except for clauses 4.03 (a) and (b), an employee working pursuant to an irregular hours of work arrangement retains access to the provisions of this Agreement, except as modified by the irregular work schedule and providing there will be no loss or gain of any provision of this Agreement when an employee works an irregular work schedule.
- (g) Where an urgent circumstance or emergency arises, the Trustholder may make temporary changes as required with as much notice as possible to the employee. Such changes will not remain in effect for more than two weeks. This provision will not be used repeatedly so as to circumvent the requirement for the notice given above.

4.04 Rest Periods

- (a) Full-time employees will be entitled to a paid rest period of 15 minutes during each ½ working day.
- (b) Part-time employees will be entitled to a paid rest period of 15 minutes during the first 3½ hours, and an additional rest period of 15 minutes during the rest of their work day if more than two hours.
- (c) Employees scheduled to work for more than four hours are entitled to receive at least ½ hour of unpaid time at approximately the mid-point of their working day.

4.05 Notification of Absence

- (a) An employee who is going to be absent from work will ensure that his/her Trustholder is informed of the reasons for and expected duration of the absence prior to the start of his/her shift.
- (b) A Trustholder will designate a person to be contacted in the event that an employee is unable to contact his/her Trustholder.
- (c) Should an employee fail to comply with clause 4.05 (a), his/her absence may be considered as unauthorized leave without pay unless s/he can demonstrate legitimate reasons for the non-compliance.

4.06 Casual Level 1 Trust Employees

Only clauses 4.04 and 4.05 apply to this employee group. Otherwise, the hours of work are as per Employment Standards.

ARTICLE 5 *
OVERTIME

The definition of overtime can be found in Article 1 (Definitions), clause 1.17.

5.01 Trustholders and employees will monitor approved overtime worked to ensure that compensating time off in lieu occurs or, if approved, is paid.

5.02 Authorization

Overtime will be authorized in writing by the Trustholder before it is worked and must be mutually agreeable to both Trustholder and employee.

Regular Trust, Auxiliary Trust and Casual Level 2 Trust Employees

5.03 Compensating Time Off and Rate

- (a) A full-time employee required and approved to work overtime will be compensated with time off at the rate of 1½ times his/her base pay for the first two hours and double time for all hours worked thereafter.
- (b) A part-time employee whose regularly scheduled daily hours are less than those of a full-time employee in the same job, who is required to work overtime, will be compensated at straight time for hours up to the scheduled regular daily hours for said full-time employee and thereafter will be compensated pursuant to clause 5.03 (a).

5.04 Compensating Paid Overtime

- (a) An employee may elect to take compensating time off as pay, subject to the prior approval of his/her Trustholder. Such pay will be calculated per clause 5.03.
- (b) Compensatory time off in excess of eighty (80) hours will be paid out.
- (c) By mutual agreement of the employee and his/her Trustholder, the compensatory time off will normally be taken within six (6) months from the time when the overtime was earned. Compensatory time off that cannot be mutually scheduled as time off will be paid out.

5.05 Any approved overtime will be paid out to an employee when s/he ceases working for his/her Trustholder.

5.06 Overtime will be:

- (a) calculated to the nearest ¼ of an hour;
- (b) calculated on the basis of the employee's base pay in effect at the time the overtime occurred; and
- (c) for a minimum of one hour of compensation at the appropriate rate.

5.07 When clauses 4.03 (e) or (f) apply to an employee, this Article will apply only after the employee has worked his/her hours for that modified work day, work week or irregular hours of work.

Casual Level 1 Trust Employees

5.08 Clauses 5.03 – 5.07 will not apply to Casual Level 1 employees; however, such employees are entitled to pay at 1.5 times the employee's wage rate for any hours worked more than eight hours per day or 40 hours per week.

ARTICLE 6 PAID HOLIDAYS

Regular Trust and Auxiliary Trust (Salary) Employees

6.01 The following will be paid holidays:

New Year's Day	Heritage Day (Civic Holiday)
Alberta Family Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	

6.02 Where a paid holiday under clause 6.01 falls on a Saturday or a Sunday, the paid holiday will be observed on the following Monday.

6.03 When an employee is not required to work on a paid holiday, his/her pay for that holiday will be the pay that s/he regularly receives for his/her normal day's work.

6.04 To be eligible for paid holidays, an employee must be at work (or on approved leave with pay) his/her last normal working day before the paid holiday or his/her first normal working day after.

6.05 When a paid holiday falls on one of an employee's normal rest days, s/he will be given some other day of paid leave in lieu of the day of rest. For purposes of clause 6.07, an employee will only be considered to have worked on a paid holiday when s/he works on one of the specific days set out in clause 6.01.

6.06 When provision of a lieu day cannot be arranged due to research/operational requirements, the employee will receive a day's pay not later than the end of the month following the month in which the paid holiday occurs.

6.07 When an employee is required to work on a paid holiday:

- (a) S/he will receive time off or pay, calculated at the rate of two times for all hours worked, and in addition will be given some other day off with pay in lieu of the paid holiday at a mutually agreeable time. Where this provision applies, clause 6.03 will not apply.
- (b) When an employee is required to work for less than his/her normal daily hours, s/he will be paid at straight time for the balance of those hours s/he was not required to work.
- (c) Where a minimum time payment applies, the straight time pay will be for the difference between that minimum and his/her regular hours.
- (d) The minimum time off or payment for working on a paid holiday is two hours at the applicable overtime rate.

6.08 Notwithstanding clause 6.06, an employee working in continuous operations will have the opportunity to schedule the lieu day in conjunction with his/her normal rest days or with his/her next period of vacation leave. Not more than five of these days may be taken in conjunction with vacation leave. Where an employee elects, in advance, to schedule the alternate day off, it will not be changed except by mutual agreement.

6.09 Part-time Regular Trust and Auxiliary Trust (Salary) Employees

- (a) If the paid holiday falls on a day when the employee works or is normally scheduled to work, this Article will apply as written.
- (b) If the paid holiday falls on a day when the employee is normally scheduled not to work, this Article will not apply to that employee.

6.10 Auxiliary Trust Employees (Hourly)

These employees are paid an additional 4.23% on hourly pay, exclusive of overtime and premiums. This percentage is to be applied in lieu of paid holidays. If s/he is required to work on such a holiday, s/he will be paid two times his/her normal rate for the hours worked.

6.11 Casual Trust Employees

These employees are paid an additional 3.46% on hourly pay, exclusive of overtime and premiums. This percentage is to be applied in lieu of paid holidays. If s/he is required to work on such a holiday, s/he will be paid 1½ times his/her normal rate for the hours worked.

ARTICLE 7
WINTER CLOSURE

7.01 Employees will normally be entitled to four days off during the regular work week period of December 26 to December 31 inclusive in accordance with the following provisions.

7.02 Regular Trust and Auxiliary Trust Employees

- (a) The regularly scheduled work days will be designated as days off with pay (i.e., paid but not worked). Employees will receive the base pay they regularly receive for their normal day's work.
- (b) Where an employee is scheduled and required to work on one or more of these days off, s/he will receive straight time pay and an alternate day off with pay in lieu of the designated paid day off at a mutually agreeable time (no more than six months later). Failing mutual agreement, the employee's Trustholder may schedule the employee off or pay the employee for time off in lieu.
- (c) To be eligible for these designated days off with pay, an eligible employee must be at work (or on approved leave with pay) his/her last normal working day before these designated paid days off and his/her first normal working day after.
- (d) Eligible employees covered by clause 4.03 (e) (modified work days/work weeks) will be entitled, at a mutually agreeable time (no more than six months later), to equivalent time off to a maximum of 7, 7.5 or 8 hours, as appropriate, for each designated day off with pay scheduled and worked. Failing mutual agreement, the employee's Trustholder may schedule the employee off or pay the employee for time off in lieu.
- (e) For Auxiliary employees who are paid hourly and whose working hours vary from week to week, the hours paid for Winter Closure will be the average of the hours worked by that employee the week before and the week after Winter Closure.

7.03 Casual Trust Employees

- (a) The regularly scheduled work days will be designated as days off without pay (i.e., unpaid and not worked).
- (b) Where an employee is scheduled and required to work on one or more of these days off, s/he will receive straight time pay.

ARTICLE 8 *

VACATION AND ANNIVERSARY DAY(S) OFF

8.01 Vacation Year

The vacation year is the fiscal year (April 1 through March 31).

8.02 Earned Vacation Credits

Vacation credits for a full-time employee will be earned for each hour of service and credited at the end of each pay period:

- (a) at commencement of appointment: 15 work days every 12 months of service;
- (b) upon completion of five years of service (60 months): 20 work days every 12 months of service;
- (c) upon completion of 15 years of service (180 months): 25 work days every 12 months of service;
- (d) upon completion of 23 years of service (276 months): 30 work days every 12 months of service.

Effective April 1, 2017

- (d) upon completion of 20 years of service (240 months): 30 work days every 12 months of service.

Hourly calculations are shown in Appendix C.

8.03 Credits or Pay During Leaves

- (a) Whether full-time or part-time, an employee will continue to earn vacation credits for the first two consecutive months of approved leave with pay, WCB leave, illness leave and maternity/parental leave. An employee will not earn vacation credits for any other leaves of more than a month.
- (b) After the first two consecutive months of leave as above, an employee working while on part-time illness leave or returning in a rehabilitation position, either full-time or part-time, will receive vacation pay at the appropriate level of entitlement, pro-rated based on the time at work.
- (c) Any payment of vacation pay during an employee's LTD period will not be considered as a direct or indirect offset.

8.04 Part-time Regular Trust employees will earn vacation credits as per clause 8.02. However, the vacation credits will be pro-rated in accordance with his/her actual hours worked or paid for (exclusive of overtime).

8.05 When a part-time employee becomes a full-time employee, his/her former part-time service will, without pro-rating, be considered full-time service for the

purpose of earning future vacation credits. However, vacation pay for vacation credits, if any, while s/he was a part-time employee will remain governed by clause 8.04.

- 8.06** Notwithstanding clause 8.01, but subject to clause 8.08, an employee will have the right, in any vacation year, to use all vacation credits s/he has earned up to the commencement date of his/her scheduled vacation time.
- 8.07** In each vacation year, an employee will have the right to take his/her vacation in one unbroken period of no more than 20 days or to split his/her vacation subject to clause 8.08.
- 8.08** Vacation will be scheduled by mutual agreement between the employee and his/her Trustholder and in keeping with the Employer's "Managing Staff Vacation Procedure – Support Staff".
- (a) The Trustholder will accommodate the employee's choice of vacation time(s), subject to operational/research requirements.
 - (b) Where operational/research requirements prevent two or more employees within the same seniority unit from taking their vacation at the same time, their length of service will be the determinant.
- 8.09** Once vacations are authorized they will not be changed except:
- (a) by the Employer in the event of an operational emergency, or
 - (b) by mutual agreement.
- 8.10** Where one or more paid holidays fall within an employee's vacation, such paid holidays will not be counted as part of the employee's vacation.
- 8.11** Where an employee is hospitalized during his/her vacation, the duration of his/her hospitalization will be charged against his/her illness leave and will not be counted as part of his/her vacation, provided s/he can demonstrate his/her hospitalization to the satisfaction of the Trustholder.
- 8.12** Where an employee has exhausted his/her illness leave, s/he will have the right to use his/her vacation credits, if any, to cover his/her absence due to illness.
- 8.13** In keeping with the Employer's "Managing Staff Vacation Procedure – Support Staff", the Trustholder may approve an employee's request for unused vacation credits to be carried over to the next vacation year. No employee will lose any unused vacation credits under any circumstance.

8.14 Vacation Payout on Transfer or Promotion

- (a) Employees will receive a payout of all accrued vacation credits when they move to work under a different funding source (Trust or Operating). During their first twelve months in the new position, such employees may choose to take unpaid time off equivalent to the payout or their previous annual vacation entitlement, whichever is less. Unpaid time off will be scheduled by mutual agreement.
- (b) Employees who move from an Operating position into a Trust position, and who have received a payout of accrued vacation credits, may choose (during their first twelve months in the new position) to take unpaid time off equivalent to the payout or their previous annual entitlement whichever is less. Unpaid time off will be scheduled by mutual agreement.

8.15 Vacation credits, if any, will be paid out to an employee on the date of his/her cessation of employment with the Employer or when the position is deemed vacant by the Employer as a result of long-term illness.

8.16 Auxiliary Trust Employees

(a) **Auxiliary Trust Employees (Hourly)**

This Article will not apply to Auxiliary Trust employees who are paid hourly. Instead, such employees will receive vacation pay at the rate of six per cent of base rate, exclusive of overtime and premiums, for each pay period. In each 12 month period the employee will be entitled to take three weeks time off without pay as vacation. This period will be approved as outlined in clause 8.08. It will not be considered a break in service, nor will it contribute to hours worked for the purposes of the accumulation of hours for the service formula.

(b) **Auxiliary Trust Employees (Salary)**

This Article will apply to Auxiliary Trust employees as amended below:

- (i) Clause 8.02 will apply only in part. These employees will earn vacation at the rate of 15 days per year of employment.

Effective April 1, 2017

These employees will earn vacation at the rates outlined in clause 8.02.

- (ii) Clause 8.14 will not apply. Instead these employees will be paid out their vacation credits at the end of their employment with any particular Trustholder. If they continue employment they will be entitled to take time off without pay equal to the time paid out. It will be approved as outlined in clause 8.08. This time will not be considered a break in service, nor will it contribute to hours worked for the purposes of the accumulation of hours for the service formula.

- (iii) Vacation entitlement for part-time employees will be pro-rated in accordance with the actual hours worked (exclusive of overtime).

8.17 Casual Trust Employees

- (a) This Article will not apply to Casual Trust employees. Instead, such employees will receive vacation pay at the rate of four per cent of base rate, exclusive of overtime and premiums, for each pay period. If Casual employees work more than 12 months they will be entitled to take up to three weeks time off without pay as vacation in each 12 month period. This period will be approved as outlined in clause 8.08. It will not be considered a break in service, nor will it contribute to hours worked for the purpose of the accumulation of hours for the service formula.

8.18 Anniversary Day(s) Off

- (a) In recognition of service to the Employer, the parties agree that employees will receive one day off with pay upon reaching their 25th anniversary with the Employer.
- (b) The day off will be scheduled by mutual agreement between the supervisor and the employee. This will be administered by the department in which the employee works and may only be granted once.

Effective April 1, 2017

- (a) In recognition of service to the Employer, the parties agree that employees will receive five days off with pay upon reaching their 25th anniversary with the Employer.
- (b) These days off will be scheduled by mutual agreement between the supervisor and the employee. This will be administered by the department in which the employee works and may only be granted once.

NOTE: A one-time allocation of four days off with pay will be provided to eligible staff who previously reached their 25th anniversary.

ARTICLE 9 *

ILLNESS AND PROOF OF ILLNESS

The definition of Illness can be found in Article 1 (Definitions), clause 1.13.

- 9.01** The Employer and the Union jointly acknowledge their commitment to promoting wellness. Both parties recognize the value of employees maintaining their overall wellness and ensuring that they can attend work on a regular basis and perform meaningful work. Both parties also recognize the Employer's responsibility to accommodate individuals should illness or injury require such accommodation and ensure the employee can safely work. Further, the employee is responsible for providing appropriate medical documentation as required.

- 9.02** This Article will have application only to days on which the employee would otherwise normally be scheduled to work.
- 9.03** “**Casual Illness**” means an employee illness resulting in absence from work for a period of three consecutive work days or less for which no medical certificate is required, and for appointments as per clause 9.06 and subject to clause 9.07. Where an employee has used his/her casual illness leave in any one calendar year, s/he may provide a medical certificate for additional absences of three work days or less, and the absence will be considered as general illness.
- 9.04** “**General Illness**” means a medically documented employee illness resulting in an absence from work for a period of more than three consecutive work days.
- 9.05** “**Calendar Year**” means January 1 to December 31.

9.06 Medical and Dental Appointments

Time off to attend the employee’s medical and dental appointments requires authorization of the Trustholder in advance and will be scheduled to least interfere with the employee's regular hours of work. Time off during scheduled hours of work will be charged against casual illness leave.

9.07 Illness Leave

(a) **Regular Trust Employees**

Commencing on employment, illness leave is earned at the rate of 0.049296 hours per hour of employment to the employee’s hourly maximum equivalent of 12 days. Leave of absence with pay is allowable on account of illness effective the 13th month of employment for 26 weeks, i.e., 130 days per calendar year of which two weeks, i.e., ten days may be used as casual illness. This leave is reinstated in accordance with clause 9.08.

For part-time employees this leave will be pro-rated based on the employee’s normally scheduled work hours.

(b) **Auxiliary Trust Employees appointed to positions of more than 12 months (Salary)**

- (i) Illness leave is earned at the rate of 0.049296 for every hour worked, exclusive of overtime and premiums, up to a maximum accumulation of 84 hours.
- (ii) Leave of absence with pay is allowable on account of illness once one of the following occurs:
 - a. s/he has completed 1707 hours of work, or
 - b. s/he is in the 13th month of employment in the position

921 hours are available for illness leave, of which 71 hours may be used as casual illness and 850 hours may be used for general illness. This leave is reinstated in accordance with clause 9.08.

- (iii) The maximum duration of illness leave following the onset of an illness is 26 weeks.

(c) **Auxiliary Trust Employees appointed to positions of 12 months or less (Hourly or Salary)**

Illness leave is earned at the rate of 0.049296 per hour worked, exclusive of overtime and premiums, up to a maximum accumulation of 84 hours. Once an employee has worked more than 1707 hours, illness leave of 921 hours will be available, of which 71 hours may be used for casual illness and 850 hours may be used for general illness. The maximum duration of illness leave following the onset of an illness is 26 weeks. This leave is reinstated in accordance with clause 9.08.

(d) **Casual Level 2 Trust Employees**

Illness leave is earned at the rate of 0.049296 per hour worked, exclusive of overtime and premiums.

9.08 Reinstatement of Illness Leave

Illness leave is reinstated at the beginning of each calendar year, subject to the following provisions:

- (a) When an absence on account of illness continues from one calendar year to the next, the period of leave with pay allowable in respect of that absence is determined according to the calendar year in which the absence commenced. The portion of such period of leave which is taken in the succeeding year does not reduce the employee's illness leave for that year.
- (b) After an employee uses all his/her illness leave in any one calendar year, s/he is not entitled to further illness leave in the next calendar year until s/he has completed ten consecutive days of work from the date of his/her return to work.

9.09 Hospitalization/Illness during Annual Vacation Leave

Should an employee demonstrate, to the satisfaction of the Trustholder, that s/he was admitted to a hospital as an in-patient during the course of his/her vacation, s/he will be considered to be on illness leave for the period of stay in hospital subject to the other provisions of this Article. Vacation time not taken as a result of such stay in hospital will be taken at a mutually agreeable later date.

9.10 Proof of Illness

- (a) For any absence due to illness of more than three work days but not more than ten work days, an employee will provide a medical certificate from a physician to his/her Trustholder. The medical certificate will specify:
 - (i) that the employee is unable to attend work and perform his/her regular duties due to illness, and
 - (ii) the duration of illness.
- (b) For an absence due to illness of three work days or less, medical certificates will not be required except where the employee has had a maximum of ten work days of uncertified absence due to illness in a calendar year.
- (c) Medical certificates may be required for any absence due to illness immediately preceding or following a vacation period or a paid holiday.
- (d) The employee will be required to submit medical documentation from a physician to the University Disability Provider, maintain regular contact with the University Disability Provider, and also keep his or her Trustholder advised of the duration of the illness when:
 - (i) the illness is known initially to be for more than ten working days, or
 - (ii) the illness continues for more than ten working days, or
 - (iii) where there is a discernable pattern of shorter duration absences as determined by the Employer.

Any costs associated with providing this required information will be paid for by the Employer. If the employee does not return to work on the specified return date(s), further medical documentation is required.

- (e) Absences as per clause 9.10(d) must be supported by medical documentation which includes the following:
 - (i) the employee is unable to attend work and perform his/her regular duties due to illness or injury, and
 - (ii) the prognosis for full recovery, including the expected duration of the illness or injury, and
 - (iii) the limitations and medical restrictions to be accommodated in order for the employee to be able to attend work and perform meaningful work, and
 - (iv) the expected duration of each limitation or restriction, and
 - (v) the date the employee will be reassessed.

As the illness progresses, continued objective medical information is required.

- (f) Where medical certificate(s) or documentation is required but not provided, the absence is considered leave without pay, subject to the approval of the Employer.

9.11 Independent Medical Examination

- (a) In the absence of objective medical information from the treating physician(s), in cases of prolonged absence caused by illness or where a medical condition is believed to be adversely affecting an employee's work, the Director HRCS (or designee), upon recommendation from the University Disability Provider, may require that the employee undergo an Independent Medical Exam (IME). The physician will submit a medical report to the University Disability Provider as to the condition of the employee and the amount of time considered necessary for his/her complete recovery, an opinion on the employee's ability to continue in his/her present position, with or without modification, treatment recommendations, and whether or not his/her condition can be improved through treatment.
- (b) Should the opinions of the treating physician and the physician performing the IME differ regarding the status of the employee's health, the dispute will be settled by a third physician. This physician will be selected by the mutual agreement of the parties.

9.12 Return-to-Work From Illness Leave

The employee has an obligation to accept a Return-to-Work plan that is based on consistent, objective medical information to either full or modified duties or hours as follows:

- (a) first to the pre-illness position, or
- (b) second to another position with the Employer if the pre-illness position cannot be adapted to the limitation and restrictions.

9.13 Long Term Disability (LTD)

If the illness leave is expected to be more than 26 weeks, an eligible employee may apply for LTD pursuant to clause 12.04 (Long Term Disability). Where medical documentation indicates the employee may need to apply for LTD, the employee will be provided with LTD application forms no later than the 20th week of illness leave. Notwithstanding the Employer's and employee's obligations under clause 9.12, if the employee's application is approved, the employee will be placed on LTD. If the employee's application is denied, the employee may appeal the decision in accordance with the appeal provisions of the LTD Plan.

ARTICLE 10

SPECIAL LEAVE *

- 10.01** This Article will have application only to days on which the employee would otherwise normally be scheduled to work.

10.02 Upon receiving authorization from the Trustholder, an employee will be granted leave with pay for the following reasons up to the maximum time indicated.

10.03 Compassionate Leave

- (a) In the event of death of a son, daughter, brother, sister, spouse (including common-law spouse), brother-in-law, sister-in-law, parent, parent-in-law, grandparent or the husband or wife of any of these, an employee will be allowed leave with pay up to three working days together with any necessary traveling time, not more than two working days with pay.
- (b) An employee will be allowed up to one day with pay to attend the funeral of persons other than those specified above.
- (c) Leave with pay up to two working days will be allowed for sudden or serious illness within the immediate family (spouse, child, mother or father):
 - (i) to make arrangements for the care of the person who is ill;
 - (ii) to make arrangements for the care of the children of the person who is ill;
 - (iii) to care for the person who is ill; or
 - (iv) to care for the children of the person who is ill.
- (d) The Trustholder may authorize leave under warranted conditions on the same terms as provided above in the event of a death or serious illness of persons other than those specified above.
- (e) Should an employee demonstrate to the satisfaction of the Trustholder that during a period of vacation a bereavement as described above occurred and provided the employee attended the funeral, s/he will be allowed compassionate leave and his/her vacation will be credited accordingly.
- (f) If an employee is required to be absent from duty by reason of grave illness of a son, daughter, brother, sister, spouse (including common-law spouse), parent, parent-in-law, or grandparent or the husband or wife of any of these, s/he may be allowed compassionate leave in respect of such absence, normally to the extent provided above, at the discretion of the Trustholder.

Effective April 1, 2017 (New 10.04 – Family Medical Appointments)

10.04 Family Medical Appointments

Leave of up to one working day will be allowed for attending a medical appointment for an immediate family member.

10.05 Emergency or Disaster Conditions

Leave with pay for up to one working day will be allowed for emergencies or disaster, demanding the immediate personal attention of the employee or preventing the employee from attending his/her place of employment.

10.06 Birth or Adoption

Leave with pay for one working day or less will be allowed for attendance at birth or adoption proceedings of an employee's child.

10.07 Moving

Leave with pay for up to one working day will be allowed for moving household effects when changing place of residence (not more than one working day per fiscal year). This provision will not apply to employees who have formally submitted their resignations.

10.08 Citizenship Hearing

Leave with pay for up to one working day will be allowed for employees to attend the formal Canadian Citizenship Hearing to become a Canadian citizen.

10.09 Maximum Entitlement

- (a) The maximum length specified for each circumstance requiring use of leave with pay will not be exceeded; however, such leave may be granted more than once for the same circumstances within a fiscal year, provided the total leave is not more than ten working days per fiscal year.
- (b) Eligibility for leave pursuant to clauses 10.04 to 10.07 is subject to the expense being allowed by the particular funding source.

10.10 Casual Level 2 Trust Employees

A Casual Level 2 Trust employee will be entitled to the provisions of clause 10.03 only. The maximum length specified for each circumstance requiring use of leave with pay will not be exceeded; however, such leave may be granted more than once for the same circumstances within a fiscal year, provided the total leave is not more than 35.5 working hours per fiscal year.

10.11 Part-time Regular and Auxiliary Trust Employees

A part-time Regular or Auxiliary Trust employee will be entitled to all leaves under this Article. However, pay for such leaves will be pro-rated in accordance with his/her regularly scheduled hours of work relative to the daily hours of a similar full-time position.

ARTICLE 11
MATERNITY AND PARENTAL LEAVE

General Provisions

- 11.01** For the purpose of this Article, “employment” means the most recent period of continuous employment with the Employer without a four-month break. Employment is not continuous if an employee resigns, is terminated for cause or does not return from recall.
- 11.02** Where an employee requires leave pursuant to this Article, written notification is to be provided to the Trustholder and Human Resources as follows:
- (a) For maternity leave, the employee will apply for such leave a minimum of three months prior to the expected date of birth. Such leave can commence at any time during the 12 weeks immediately prior to the estimated date of delivery but no later than the date of delivery. Upon application, the employee will advise of the anticipated return date.
 - (i) At the time of application, the employee will provide written verification of pregnancy and anticipated date of delivery. This verification is normally provided by a physician; however, verification by a registered midwife is acceptable for a top up period of eight weeks. This is the only circumstance in which an absence can be verified by a paramedical practitioner.
 - (ii) The normal illness-related portion of a maternity leave is considered to be eight weeks to commence no later than the date of delivery. Maternity-related illness leave longer than eight weeks must be supported by medical evidence from a physician.
 - (b) For parental leave, an eligible employee will apply for such leave a minimum of one month prior to the anticipated birth or adoption date, or provide as much notice as possible. Such leave will commence no sooner than the actual birth or adoption date. Such leave will commence no later than 52 weeks after the actual birth or adoption date. Upon application, the employee will advise of the anticipated return date.
- 11.03** No employee will be eligible for leave under this Article that is more than 12 months, per birth or adoption, unless otherwise approved.
- 11.04** An Auxiliary Trust employee on an appointment with an end date occurring during the course of the leave will not be eligible for any further entitlements under the Collective Agreement beyond the appointment’s original end date, unless the appointment period has been extended. This does not affect the four-month service break period referenced in clause 11.16.
- 11.05** A pregnant employee who provides medical evidence from a physician that continued employment in her present position may be hazardous to her health or

to her unborn child may request a transfer to a more suitable position if one is available. The employee will be paid within the range for the new position. If no suitable position is available and/or the employee is not transferred, she may request maternity leave, if eligible, under this Article. In the event that such leave commences within the first four months of pregnancy, which necessitates an absence of longer than 12 months, the employee may request further leave without pay.

- 11.06** (a) Where an employee is entitled to benefits, the employee is required to advise Human Resources prior to the commencement of maternity or parental leave regarding the continuation of benefit coverage for the duration of the leave. Benefit coverage will be provided for the illness-related portion of a maternity leave as per clause 11.02 (a). If an employee opts to continue benefit coverage with the Employer beyond the illness-related portion of maternity leave and/or for the full duration of parental leave, s/he must prepay the premiums.
- (a) If an employee decides not to return to work and so advises the supervisor and Human Resources, benefit coverage as above will be maintained for the duration of the approved leave.

11.07 An employee who wishes to resume employment on expiration of approved maternity or parental leave will provide at least four weeks of notice in writing of the day s/he intends to resume employment.

In the event the employee on maternity leave wishes to resume employment earlier than her intended date of return, she may do so under the following conditions:

- (a) one month following the birth of her baby if a medical certificate is provided; or
- (b) six weeks following the birth of her baby if a medical certificate is not provided.

Maternity Leave

Regular Trust and Auxiliary Trust Employees with More Than 52 Weeks of Employment

11.08 Upon application in accordance with the provisions of clause 11.02 (a), leave to a maximum of 15 weeks for maternity reasons will be granted by the Employer.

11.09 An employee on approved maternity leave is entitled to return to the position she held immediately prior to going on leave. If her position no longer exists, she will be placed in alternate work of a comparable nature at the same rate of pay and benefits.

11.10 The Employer will provide top up benefits to eligible employees on maternity leave in accordance with the Employment Insurance Regulations and subject to the following conditions:

- (a) An employee may apply for top up benefits during the illness-related portion of her maternity leave provided:
 - (i) she is receiving employment insurance maternity benefits,
 - (ii) she has sufficient illness leave in accordance with clause 9.07, and
 - (iii) she provides medical verification as per clause 11.02 (a) specifying the portion of her maternity leave attributable to any illness-related absence.

For Auxiliary hourly employees whose wages vary from one pay period to another, the average of the employee's wages for the three-month period preceding the commencement of the leave will be used to determine top up benefits.

- (b) Evidence of payment of Employment Insurance maternity benefits must be presented to Human Resources in order to receive the maternity top up benefit.
- (c) The maternity top up benefit will provide the employee with 100% of gross earnings less deductions.
- (d) An employee who wishes to receive top up benefits will apply for Employment Insurance maternity benefits as soon as eligible.

Regular Trust and Auxiliary Trust Employees with 52 Weeks of Employment

11.11 Upon application in accordance with the provisions of clause 11.02 (a), leave to a maximum of 15 weeks for maternity reasons will be granted by the Employer.

11.12 An employee on approved maternity leave is entitled to return to the position she held immediately prior to going on leave. If her position no longer exists, she will be placed in alternate work of a comparable nature at the same rate of pay and benefits.

11.13 Any accrued illness leave remaining will be paid out when the employee commences her leave for maternity reasons.

Regular Trust and Auxiliary Trust Employees with Less than 52 Weeks of Employment

11.14 Upon application in accordance with the provisions of clause 11.02 (a), leave to a maximum of 15 weeks for maternity reasons will be granted by the Employer.

11.15 The employee is entitled to apply illness leave for any period of the leave that is supported by medical evidence.

11.16 There is no guarantee of a position being available for the employee at the end of a leave for maternity reasons; however, an employee who has completed her probation period will be offered her former position if it continues to exist. The employee will maintain her service provided she works within four months following the end of the leave period and contacts Human Resources to request a service adjustment. If this request is not made within four months following the return date, there will be no retroactive service adjustment.

For a Regular Trust employee, this is the only circumstance where the employee can retain previous service for any time without occupying a position or without Article 15 (Position Disruption) provisions applying.

Casual Level 2 Trust Employees

11.17 Upon application in accordance with the provisions of clause 11.02 (a), leave to a maximum of 15 weeks for maternity reasons will be granted by the Employer.

11.18 Any accrued illness leave remaining will be paid out when the employee commences her leave for maternity reasons.

11.19 There is no guarantee of a position being available for the employee at the end of a leave for maternity reasons; however, an employee who has completed her probation period will be offered her former position if it continues to exist. The employee will maintain her service provided she works within four months following the end of the leave period and contacts Human Resources to request a service adjustment. If this request is not made within four months following the return date, there will be no retroactive service adjustment.

Casual Level 1 Trust Employees with 52 Weeks or More of Employment

11.20 Upon application in accordance with the provisions of clause 11.02 (a), leave to a maximum of 15 weeks for maternity reasons will be granted by the Employer.

11.21 There is no guarantee of a position being available for the employee at the end of a leave for maternity reasons; however, the employee will maintain her service provided she works within four months following the end of the leave period and contacts Human Resources to request a service adjustment. If this request is not made within four months following the return date, there will be no retroactive service adjustment.

Casual Level 1 Trust Employees with Less Than 52 Weeks of Employment

11.22 Upon application in accordance with the provisions of clause 11.02 (a), leave for medical reasons may be granted. The duration of such leave will normally be between six and eight weeks; however, each request will be individually considered by the Employer.

11.23 There is no guarantee of a position being available for the employee at the end of such a leave; however, the employee will maintain her service provided she works within four months following the end of the leave period and contacts Human Resources to request a service adjustment. If this request is not made within four months following the return date, there will be no retroactive service adjustment.

Parental Leave

Regular Trust Employees with 52 Weeks or More of Employment

11.24 Upon application in accordance with the provisions of clause 11.02 (b), leave of absence to a maximum of 37 weeks will be granted to an employee for parental leave for his/her newborn or adopted child.

11.25 An employee on approved parental leave is entitled to return to the position s/he held immediately prior to going on leave. If his/her position no longer exists, s/he will be placed in alternate work of a comparable nature at the same rate of pay and benefits.

Auxiliary Trust and Casual Trust Employees with 52 Weeks or More of Employment

11.26 Upon application in accordance with the provisions of clause 11.02 (b), leave of absence to a maximum of 37 weeks will be granted to an employee for parental leave for his/her newborn or adopted child.

11.27 There is no guarantee of a position being available for the employee at the end of a leave for parental reasons; however, an employee who has completed his/her probation period will be offered his/her former position if it continues to exist. The employee will maintain his/her service provided s/he works within four months following the end of the leave period and contacts Human Resources to request a service adjustment. If this request is not made within four months following the return date, there will be no retroactive service adjustment.

Regular, Auxiliary and Casual Trust Employees with Less Than 52 Weeks of Employment

11.28 Such employees are not entitled to parental leave.

ARTICLE 12

BENEFITS

12.01 Benefit Plans: Full-time Trust Employees

When a full-time Trust employee is appointed to a position of more than 12 months his/her Trustholder will pay 100% of the premium costs of the following for either single or family coverage:

- (a) Supplementary Health Care Plan;
- (b) Dental Insurance Plan;
- (c) Basic Group Life Insurance Plan;
- (d) Long Term Disability (LTD) Plan;
- (e) Occupational Accidental Death and Dismemberment Insurance Plan; and
- (f) Employee and Family Assistance Program

The details of benefits and eligibility will be governed by the Master Policy for each plan.

12.02 Employee Funded Benefit Plans

An employee appointed to a position of more than 12 months may participate in the following plans by paying 100% of the premium costs:

- (a) Optional Group Life Insurance Plan;
- (b) Optional Group Dependent Life Insurance Plan; and
- (c) Optional Accidental Death and Dismemberment Insurance Plan.

The details of benefits and eligibility will be governed by the Master Policy for each plan.

12.03 Benefit Plans: Part-time Trust Employees

When a part-time Trust employee is appointed to a position of more than 12 months, the following will apply. The details of benefits and eligibility will be governed by the Master Policy for each plan:

- (a) s/he will be eligible to enroll for either single or family coverage for the following:
 - (i) Supplementary Health Care Plan; and
 - (ii) Dental Insurance Plan.The Trustholder will pay 100% of the premium costs.
- (b) s/he will have:
 - (i) Long Term Disability (LTD) Plan; and

- (ii) Basic Group Life Insurance Plan.
The Trustholder will pay 100% of the premium costs.
- (c) s/he will have Occupational Accidental Death and Dismemberment Insurance Plan and Employee and Family Assistance Plan.
The Trustholder will pay 100% of the premium costs.

12.04 Long Term Disability (LTD)

- (a) The Plan will provide for benefits of 70% of the employee's pre-disability gross salary. It will have an elimination period of 26 weeks, i.e., 130 working days.
- (b) While an employee is receiving LTD benefits, the Plan will pay, on behalf of the employee, the Employer's and the employee's pension contributions directly to the Public Service Pension Plan.
- (c) Where the employee receives LTD benefits, the following conditions will apply regarding return to work:
 - (i) The employee will be returned to the same or a similar position (job title) provided s/he is medically certified as capable of performing the normal job function of the position (job title) within a 24-month period from the date the employee started receiving LTD benefits.
 - (ii) Consistent with the rehabilitative employment provision of the LTD Plan, the Employer will provide rehabilitative employment, wherever possible. An employee offered such rehabilitative employment will have an obligation to accept it. Where a Trustholder or Department Head agrees to participate in a plan of rehabilitation for an employee, either in the employee's regular occupation or in another occupation, the Trustholder or Department accepting such an employee who is not fully qualified will be reimbursed for the cost of salary and benefits in accordance with the Return to Work Plan negotiated by the Trustholder or Department and Organizational Health and Effectiveness; thereafter the cost of salary and benefits will be the responsibility of the Trustholder or Department.
 - (iii) After the 24-month period, the Employer will consider the likelihood of the employee being able to return to work within the foreseeable future. If it is likely the employee will be capable of returning to work, the Employer will endeavour to return the employee to his/her former position or to a position s/he is medically certified as capable of performing.
- (d) Participating employees are eligible for coverage on their date of hire. No benefit is payable for disabilities arising from a condition which existed prior to the effective date of the employee's coverage and for which s/he received treatment during the six-month period prior to such date. This limitation of coverage no longer applies after the employee has been

actively at work and continuously covered for a period of 12 consecutive months.

- (e) The parties agree that recipients of long term disability insurance benefits will receive an increase in such benefits equivalent to any negotiated general salary increase and effective on the same date as that of the general salary increase.

12.05 Benefits Guide and Consultation

The Employer and the Union have, through negotiations, provided various benefit programs for employees. A Benefits Guide will be published from time to time by the Employer and the Union to provide detailed information about these programs. Insured benefit programs are subject to the contract between the Employer and the carriers, and the self-insured programs are subject to the Employer's plan documents. Both contracts and the plan documents are referred to as the Master Policies in this Agreement. The Union will, however, be consulted on changes to the carriers of such contracts and plan documents. There must be mutual agreement to changes to the level of benefits contained in the plan documents.

12.06 Employment Insurance Rebate

The Union agrees that the Employer will retain the employees' portion of the Employment Insurance Rebate to be used for benefit purposes.

12.07 Regular Recurring Trust Employees

Regular Recurring Trust employees may remain on benefits during the inactive period provided they prepay all premiums. Failure to prepay will result in a loss of coverage.

12.08 Auxiliary Trust Employees (Hourly or Salary) Appointed to Positions of 12 Months or Less

- (a) Clauses 12.01 to 12.05 do not apply.
- (b) These employees are eligible for Occupational Accidental Death and Dismemberment Insurance and the Employee and Family Assistance Program.
- (c) In lieu of all other benefits under this Article, these employees receive 10% of salary, exclusive of overtime and premiums. However, if they are already enrolled in benefits and there is no break between the benefited position and the new position of 12 months or less, the employee will remain on the benefits plan and the ten percent will not be paid.
- (d) The percentage of salary paid in lieu of benefits will be reviewed periodically to ensure that it reflects the cost to the Employer of benefit coverage, and if necessary, adjusted.

- (e) An employee with more than one position cannot receive a percentage in lieu of benefits and be enrolled in benefits (other than Occupational Accidental Death and Dismemberment and Employee Family Assistance Program) during the same pay period.

12.09 Auxiliary Trust Employees (Salary) Appointed to Positions of More Than 12 Months

Whether full-time or part-time, these employees are eligible for benefit coverage, and clauses 12.01 to 12.07 apply.

12.10 Casual Level 2 Trust Employees

This Article does not apply, except for clause 12.03 (c).

ARTICLE 13 *

POSTINGS, PROMOTIONS, TRANSFERS AND RESPONSIBILITY PAY

13.01 Postings

- (a) Where the Employer initially expects the position will be needed for more than 12 months or, once it is clear that the position will be needed for an additional 12 months, then the position will be posted. Minimum qualifications will be stated in the posting. Internal applicants must be given consideration in the filling of these vacancies. Internal applicants may request feedback on their application.
- (b) Positions posted under (a) above will be filled without posting if, in order of priority, one of the following conditions exists:
 - (i) an employee with the skills and ability to fill the position is available and requires accommodation due to physical or mental disability; or
 - (ii) an employee with the skills and ability to fill the position, [subject to Part A Article 20 (Position Disruption)] is available and redeployment has been offered; or
 - (iii) an employee with the skills and ability to fill the position [subject to Article 15 (Position Disruption)] is available and on active recall status.

13.02 Transfer

- (a) Where an employee voluntarily moves from one position to another position with the same grade level, such a move will be considered a transfer and there will normally be no change to his/her performance review period.

- (b) The employee's pay will be within the grade level range and will be no less than his/her current rate of pay.
- (c) Where the employee's rate of pay is placed at a higher step (i.e., at least one increment) than the current rate of pay, the performance review period will be changed to the date of transfer. Performance increments will thereafter be granted, pursuant to Common Provisions Article 8 (Performance Reviews and Increments), annually from the date of the transfer.
- (d) An employee who voluntarily moves from a regular position to an auxiliary position [as defined in clause 2.02 (b)] will be treated in accordance with the provisions of the Collective Agreement for Auxiliary employees.
- (e) Where the Employer is required to provide an accommodation based on protected grounds, the employee will be placed in the new scale:
 - (i) at the same grade level, s/he will retain his/her step level on that base pay grade;
 - (ii) at a lower grade level and his/her base pay is within the base pay range for that grade, s/he will be placed on the step level nearest, but not lower than, his/her current base pay;
 - (iii) at a lower grade level and his/her base pay is above the base pay grade for the new position, s/he will be placed at step nine of the base pay grade for the new position.
- (f) No employee will be unreasonably transferred.

13.03 Promotion

When an employee is promoted from one position to another position with a higher-grade level, his/her new base pay will be within the range of the higher grade for his/her new position. The new base pay will be no less than one full increment above his/her current pay. Performance increments will thereafter be granted, pursuant to Common Provisions Article 8 (Performance Reviews and Increments), annually from the date of promotion. If the employee is within three months of his/her next increment on date of promotion, s/he will be granted an additional increment.

13.04 Responsibility Pay

Where an employee is required to perform higher level duties, in addition to some of his/her own regular duties and responsibilities, for a cumulative qualifying period of five days per fiscal year, s/he will receive a premium of at least five per cent of his/her base pay if s/he is at the top of the current scale, or be placed on a step that is at least five per cent above his/her base pay if s/he is not at the top of current scale. The premium will apply for the period of temporary responsibility including the qualifying period.

A new job fact sheet will be done and a job evaluation completed:

- (a) after a period of six continuous months, or
- (b) after a period of 12 continuous months where it is expected that the assignment will be more than six months (i.e., maternity leaves, lengthy illness periods or specific projects).

These time frames may be extended with mutual agreement should extenuating circumstances arise.

13.05 Temporary Transfers and Promotions

When an employee is transferred or promoted on a temporary basis, then the following will apply:

- (a) The term will not be more than 12 months or the specific term of the project. Extensions may be made and a copy of the revised terms is to be provided to the Union and Human Resource Services.
- (b) The employee will be paid:
 - (i) in the case of a transfer, there will be no change to his/her base pay or performance review period; or
 - (ii) in the case of a promotion, s/he will be
 - a. placed on a step of the higher grade that is at least five per cent above his/her base pay, or
 - b. the minimum base pay for that higher level position, whichever is greater.
 - (iii) Where s/he is promoted to a position that is outside the scope of this Agreement, s/he will be paid no less than ten per cent of his/her base pay.
- (c) The employee will be eligible for increments, as per Common Provisions Article 8 (Performance Reviews and Increments), for each year in the temporary transfer or promotion.
- (d) Seniority and service will continue to accrue normally and there is no change to the employee's seniority unit.
- (e) During the term of the temporary transfer or promotion, either the Employer or employee can end the assignment with 30 days written notice or less as mutually agreed.
- (f) At the end of the temporary transfer or promotion, the employee will return to his/her original job.
- (g) Upon return to his/her original position, the employee's pay will be adjusted to reflect all increments that would have been due had s/he remained in his/her original position. Any extra increments granted during

the temporary transfer or promotion may be granted upon return to his/her original position, at the discretion of the Trustholder.

- (h) Where the temporary transfer or promotion is going to continue for less than six weeks then clause 13.05 (e) above will not apply.
- (i) All terms and conditions, including defined duties and responsibilities, will be provided to the employee in writing with copies to Human Resource Services.

13.06 Auxiliary Trust and Casual Level 2 Trust Employees

Clauses 13.02, 13.03 and 13.05 do not apply to individuals who are rehired by the Employer within four months as per Common Provisions clause 20.13 (c).

ARTICLE 14 PREMIUMS

14.01 Second Language Premium

Where a second language is an integral component of the core job requirements, a five per cent premium will be provided on appointment and will continue as long as the position includes the second language responsibility. Where the requirement is for more than one additional language and that/those language(s) are required to be used more than 25% of the time, an additional five per cent premium will be provided.

ARTICLE 15 * POSITION DISRUPTION

15.01 The parties are committed to consultation prior to the implementation of clause 15.04 and ensuring that employees are treated with care, understanding and respect throughout the process. The Employer is committed to reasonable readjustments that assist affected employees and minimize negative impact on those employees.

15.02 Definitions: For the purposes of this Article, the following definitions will apply:

- (a) **Adjustment:** Agreed changes to an employee's current position and/or terms and conditions of employment pursuant to the exploration of alternatives.
- (b) **Available Position:** A position that has no incumbent and the Employer deems should be filled.
- (c) **End Date:** The employee's last day of work in his/her current position.

- (d) **Human Resources:** The University's centralized Human Resources Department.
- (e) **Layoff:** The permanent or temporary cessation of an employee's employment; however, it does not include provisions pursuant to Article 3 (Probation and Trial Periods), or Common Provisions Article 21 (Discipline).
- (f) **Location:** The normal current site of an employee's work including 50 km surrounding that site and any travel required by the position.
- (g) **Notification Date:** The date that formal written notice is provided.
- (h) **Position Disruption:** A significant and substantial change to an employee's terms and conditions of employment. It means that a position will be eliminated on a temporary or permanent basis (layoff) or substantially modified (for example, reduction in pay, change from full-time to part-time, reassignment to a position with a lower grade, change in location, change from part-time to full-time). Position disruption is not normally the reassignment of tasks, duties, work schedule, etc.
- (i) **Recall:** The placement of an employee on the recall list into an available position of more than 12 months' duration with the same or lower maximum rate of base pay.
- (j) **Status:** The terms and conditions of employment as they relate to:
 - (i) hours of work (e.g., full-time, part-time);
 - (ii) type of employment (e.g., auxiliary trust or regular trust);
 - (iii) the applicable parts (i.e., Operating, Trust, ESL).
- (k) **Time Limits:** All of the time limits referred to in this Article are exclusive of Saturdays, Sundays, paid holidays, official University-wide days off, and the date the notice is delivered.

15.03 Rules of Application

- (a) A Trustholder considering a position disruption of a Regular Trust employee will consult with Human Resources.
- (b) A Trustholder will provide an employee with as much unofficial notice as reasonably possible of the effective date of position disruption. Such unofficial notice will not negate any other notice provision contained within this Article.
- (c) When two or more employees are performing work in identical positions within the same seniority unit, seniority will be applied (i.e., reverse order of seniority) unless it can be demonstrated that the research will be compromised by this application.
- (d) After notice of the meeting, an employee who makes a claim under Article 9 (Illness and Proof of Illness) will have no extraordinary rights under this

Article and may expressly authorize a Union representative to communicate on his/her behalf.

- (e) Where appropriate, an employee on any leave of absence may be contacted regarding position disruption for the purpose of discussing the planned disruption. However, pursuant to clause 15.04 (a), notice to that employee will be the date of their return to work, unless the parties agree otherwise.
- (f) No employee will be laid off:
 - (i) and subsequently rehired by the same Trustholder solely to prevent him/her from being continuously employed and then entitled to application of this Article;
 - (ii) solely because of unsatisfactory performance [issues of unsatisfactory performance will be dealt with pursuant to Common Provisions Article 21 (Discipline)]; or
 - (iii) solely to prevent him/her from having his/her employment extend beyond 12 months and thus be eligible to receive benefits.
- (g) No students (including Post-doctoral Fellows) will perform the regular work of employees where in doing so such action results in the layoff of an employee; however, nothing precludes the Employer from engaging students in legitimate training and learning opportunities.

15.04 Process

- (a) **Informal Notice:** At least ten days prior to the Notification Date, Human Resources will arrange a joint meeting with the Trustholder, the Union and affected employee(s). The purpose of the meeting is to discuss the details and anticipated impact on the employee(s). At this meeting, a package of information about position disruption (agreed to by the Union and the Employer) will be made available to the employee(s).
- (b) **Exploration of Alternatives:**
 - (i) Within the period prior to the formal written notice to the affected employees, the Union, the Trustholder, Human Resources and the employee(s) will explore methods and alternatives for managing position disruption in a manner which minimizes negative impact on employees.
 - (ii) In advance of formal notice being served, every effort will be made by the parties to agree on adjustments, preferably without loss of pay.
 - (iii) Adjustments
 - a. If agreement on adjustment(s) can be reached, the adjustment(s) will be reduced to writing, will be signed off by the Employer, the Union and the agreeing employee(s) and will be implemented.

- b. If agreement on adjustment(s) can be reached, but some employee(s) affected by position disruption are not willing to accept them, the Employer will lay off those employees pursuant to this Article.
 - c. If agreement on adjustment(s) cannot be reached, the Employer will lay off pursuant to this Article.
- (c) **Formal Notice:** Formal notice is provided in writing to the Employee by the Trustholder and recall starts on the Notification Date.

15.05 Layoff

- (a) In the event of a layoff, if an employee is to or opts to receive payment in lieu of notice, s/he can choose either a lump sum payment or the continuance of his/her base pay for the period of notice not worked. An employee receiving three months or more of notice may be required by the Trustholder to work up to one month of the notice period. There will be no other term or condition of employment, including benefits, applicable during the continuance period.

If an employee, subsequent to receipt of pay in lieu of notice, is employed at the University elsewhere, within his/her notice period, s/he will be required to repay an amount calculated on the basis of the following formula:

$$\text{Repayment} = \frac{\text{number of months - number of months}}{\text{of payment in lieu}} \times \frac{\text{number of months}}{\text{not working at the}} \times \frac{\text{the lesser base pay}}{\text{of the two positions}} \text{ at the University}$$

No employee will receive remuneration twice for the same period of time.

(b) **Notice Periods**

- (i) Notice period is deemed to have commenced on the Notification Date.
- (ii) For employees temporarily laid off for less than three months' duration, clauses 15.03 (b) and 15.04 (b) will apply. Except in circumstances beyond the reasonable control of the Trustholder, the notice for such layoffs will be ten days and will include the return-to-work date.
- (iii) Regular Trust employees will receive the following written notice of position disruption or base pay-in-lieu of notice. Service to be computed to the Notification Date:
 - a. two weeks, if the employee has completed the probation period but has less than 24 months (two years) of service; or
 - b. four weeks, if the employee has 24 months (two years) of service and less than 60 months (five years) of service; or

- c. three months, if the employee has at least 60 months (five years) of service but less than 120 months (ten years) of service; or
- d. five months, if the employee has at least 120 months (ten years) of service but less than 180 months (15 years) of service; or
- e. seven months, if the employee has at least 180 months (15 years) of service.

15.06 Recall

- (a) There will be two recall lists for laid-off employees covered by Part A, Part B and Part C of this Collective Agreement. Human Resources will maintain the following lists:
 - (i) one recall list consisting of the names of all laid-off, full-time employees,
 - (ii) one recall list consisting of the names of all laid-off, part-time employees. Part-time employees will have their seniority pro-rated.

The Union will be provided with these lists on a monthly basis. Full-time employees will be recalled to full-time positions and part-time employees will be recalled to part-time positions.
- (b) Employees affected by position disruption will be placed on a recall list for a period of up to 24 months from the Notification Date.
- (c) Trustholders will consider any employee on a recall list prior to filling any general support trust employee position that is of more than 12 months duration.
- (d) Subject to Article 16 (Exceptions to Terms and Conditions of Employment), an employee recalled will be paid as per the appropriate grade for the new position.
- (e) An employee on layoff status (i.e., given notice of layoff or laid off) will be recalled in the order of his/her seniority, subject to being qualified for the job and being able to fulfil the duties, or being qualified and able to fulfil the duties through job familiarization with reasonable on-the-job training, within a training period not to exceed one month. The determination of the above will be made by the Trustholder.
- (f) An employee is removed from the recall list when:
 - (i) s/he is recalled to a position at his/her former status, grade and location;
 - (ii) s/he declines one offer of recall to a position which is at least at his/her former status and grade and location (does not include casual or auxiliary positions);
 - (iii) s/he forgoes recall pursuant to the Position Disruption Training Benefits provision [15.07 (e)];
 - (iv) s/he voluntarily withdraws from the recall list;

- (v) s/he is dismissed for just cause;
- (vi) s/he fails to return to work within ten days of receipt of notice of recall;
- (vii) s/he voluntarily resigns;
- (viii) the recall period expires.

15.07 Position Disruption Training Benefits

- (a) The Employer agrees to provide reasonable funding to continue a Staff Retraining Fund for persons affected by position disruption.
- (b) Where required, the Employer will offer training to employees affected by position disruption or eligible for recall. The Employer agrees to provide the affected employee relocation counselling and training assistance.
- (c) Where an employee requires training in order to effect recall, the hiring department in conjunction with Human Resources will determine the training required, develop a formal training plan and consult with the employee. Human Resources will provide reasonable funding for the training [see also clause 15.06(e)].
- (d) The Employer will provide training assistance in order to enhance the employment opportunities of employees on the recall list. The onus is on the employee to submit proposals for specific training to Human Resources for approval. Should an employee's training proposal be denied, the employee may request a meeting with Human Resources and the Union.
- (e) Where the employee requests training that is unlikely to enhance reemployment opportunities to the Employer, and if the Employer approves the training, then the affected employee will forego his/her right of recall.
- (f) The terms of all training provided will be subject to mutual agreement between the employee and the Employer.

15.08 Trial Periods on Recall

- (a) A recalled employee will have a trial period of three months. The trial period may be extended by the Employer for another three months for reasons outlined in writing to the employee, the Union and Human Resources.
- (b) If during the trial period, the employee is determined unable to fulfil the duties of the position, the employee will be removed from that position and the following will apply:
 - (i) If the employee was recalled to a position at his/her former status, grade and location, the employee will return to layoff and for one

time only, the recall period will be extended by the time spent in the recalled position.

- (ii) If the employee was disrupted or recalled to a position at a lower grade, different status or location, the employee will remain on the recall list if eligible, but the recall period will not be extended by the period of time spent in such a position.
- (iii) If the employee is returned to layoff, the notice and recall period are deemed to have commenced as of the original Notification Date.

15.09 Auxiliary Trust Employees

Auxiliary employees impacted by position disruption are entitled only to the provisions of this clause, as such clauses 15.01 to 15.08 do not apply.

Auxiliary Trust employees in an appointment with a defined end date will receive the following notice period in writing, with a copy to the Union and Human Resource Services, in the event of early termination of the appointment.

- (a) Three weeks if s/he has completed three months of service but less than 12 months (one year) service.
- (b) Six weeks if s/he has completed 12 months (one year) service but less than 72 months (six years) service.
- (c) Nine weeks if s/he has completed 72 months (six years) service but less than 96 months (eight years) service.
- (d) Twelve weeks if s/he has completed 96 months (eight years) service but less than 120 months (ten years) service.
- (e) Fifteen weeks if s/he has completed 120 months (ten years) service or more.

ARTICLE 16

EXCEPTIONS TO TERMS AND CONDITIONS OF EMPLOYMENT

16.01 Notwithstanding any term or condition of employment, the provisions of this Article may be applied.

16.02 If a Trustholder determines an inability to meet or will be exceeding any term or condition of employment pursuant to this Agreement, then:

- (a) As soon as possible, the Trustholder will notify Human Resource Services and provide the following particulars:
 - (i) what special term(s) and condition(s) are requested;
 - (ii) when the term(s) or condition(s) are expected to commence;

- (iii) how long the term(s) or condition(s) are expected to be required;
and
- (iv) what alternatives have been considered.
- (b) Human Resource Services and the Trustholder will jointly review the request, along with all relevant information, and consider alternatives.
- (c) Human Resource Services will notify the Union of the request, providing the particulars including the alternatives considered, with a stated reasonable response time.
- (d) The Union will review the particulars, consider any other possible alternatives and respond within the stated response time. If unable to reply within the stated time, then the Union and Human Resource Services will mutually agree upon a new response time.
- (e) The Union and Human Resource Services (and, if needed, the Trustholder) will discuss the request and reach written agreement.
- (f) Failing agreement, the parties will continue to discuss bona fide alternatives and in the interim the provisional terms and conditions of employment may commence.
- (g) If the Employer determines that all alternatives have been exhausted, Human Resource Services will notify the Union and the employee that the provisional terms and conditions of employment will continue. The notification will include a date on which the provisions will be reviewed; this does not preclude an earlier review if circumstances change.

16.03 The parties agree that the provisions of the Article will be applied in a timely fashion.

ARTICLE 17 *

SALARIES

17.01 An employee will be paid in accordance with the grade assigned to his/her position.

17.02 Notwithstanding clause 17.01, Casual Trust employees at Level 1 will be paid no less than 75% of the rates of base pay. Auxiliary Trust employees and Casual Trust employees at Level 2 will be paid no less than 100% of the rates of base pay.

17.03 When there is a negotiated increase in the grades of base pay in Common Provisions Appendix A, employees will be paid on the new higher grades of base pay.

- 17.04** The Employer will annually provide the Union with the number of employees paid above and below the grade assigned to their positions.
- 17.05** (a) Employees will be paid in arrears on a semi-monthly basis.
(b) Premium pay, other than overtime, will be paid no later than the pay period following the pay period in which it was earned.
- 17.06** The Employer is entitled to recover overpayment of salary (including reconciliation of entitlements) and the employee is entitled to recover underpayment of salary (including reconciliation of entitlements) resulting from errors. Both the Employer and employees are responsible for reporting overpayments or underpayments as soon as they become aware of the overpayment/underpayment. The Employer will correct underpayments of salary. Repayment schedules for employees will be based on the magnitude of the overpayment, length of time over which the error occurred, length of work time remaining, the taxation year and the impacts on the employee such as pension. Schedules will be made by mutual agreement pursuant to a process agreed between the parties. Agreement will not be unreasonably withheld. The parties agree that this clause will constitute the written assignment required of the employee for repayment.
- 17.07** Recovery of overpayments/underpayments will normally be to a maximum of 24 months. In situations where one party wishes to recover overpayments/underpayments which existed beyond 24 months the parties will meet to discuss the particulars of the situation and determine a mutually acceptable resolution. Failing any resolution, the parties agree the matter will be subject to Common Provisions Article 14 (Dispute Resolution Process).

ARTICLE 18 *

INCLUSIONS/EXCLUSIONS RESOLUTION PROCESS

- 18.01** This Agreement will not apply to persons who are agreed between the parties to be excluded from the bargaining unit under the provisions of Section 12 of the *Public Service Employee Relations Act*, or who have been determined by the Public Service Employee Relations Board to be excluded under the provisions of Section 12 of that Act.
- 18.02** The parties agree to the following inclusions and exclusions (see also Appendix A) from the NASA bargaining unit:
- (a) **“Post-doctoral Fellows”** who are (and should be) engaged in legitimate training and learning opportunities will be excluded from the NASA bargaining unit.
- (b) **“Graduate/Undergraduate Students Paid from Trust”** that provide general support services and are not engaged in legitimate training and

learning opportunities and do not meet the agreed working definitions will be represented by NASA.

- (c) **“Research Associates”** who are (and should be) engaged in legitimate academic research, training and/or learning opportunities will be excluded from the NASA bargaining unit.
- (d) **“Research Trust Managers”** who are (and should be) engaged in legitimate academic/management activities will be excluded from the NASA bargaining unit.

18.03 The parties have agreed to inclusion/exclusion definitions (see Appendix A) relating to individuals to be included and excluded from the General Support Trust Employee Unit (Trust Unit). There may be instances when a party or an individual disagrees with the current allocation of a position within or outside of this Trust Unit. This provision is intended to provide the parties with a method of achieving consensus or binding resolution when concerns of this nature arise. Although the definitions, including “General Support Trust Employee”, are not intended to be complete or exclusive, they will guide and form the basis of any decision made under this provision.

18.04 An individual’s participation in this process is respected and protected.

18.05 Out of Province Employees

Notwithstanding 18.01 above, the Employer will voluntarily recognize employees who permanently reside and work within Canada but outside of the Province of Alberta as bargaining unit members where the employee selects NASA as their official bargaining agent. In order to implement this provision, the Employer will provide the employee with contact information at NASA to allow him/her the opportunity to contact NASA. Where the employee selects representation, NASA will advise the Employer in a timely fashion to allow the Employer to confirm with the employee that NASA is their bargaining agent. The terms of this Agreement will apply to those employees who have elected NASA as their bargaining agent. NASA and the Employer will agree to any special terms and conditions required as a result of the employee’s place of employment.

18.06 Exclusion Process

The process the parties will use to determine future exclusions under this Article is as follows:

- (a) Human Resource Services will advise NASA by providing the following information: job title, number of persons affected, how pay is rendered, and the principles that apply to the exclusion.
- (b) If it deems it necessary, NASA will arrange a meeting with the Trustholder or Department(s) and Human Resource Services within ten days of notification. The purpose of the meeting will be to seek clarification and

resolution. In any event, NASA will respond in writing within 15 days of notification.

- (c) If an agreement cannot be reached, Human Resource Services will refer the matter for further discussion to the Director, HRCS, and the Union Designated Representative within ten days.
- (d) If agreement cannot be reached, NASA will refer the matter to adjudication within ten days of the meeting held pursuant to 18.06 (c) above.
- (e) The adjudication panel will consist of a chairperson and two nominees. One nominee will be selected from the University community by each party on the basis of their relevant knowledge, qualifications and expertise. The nominees will select a chairperson from the University community. If they are unable to agree on a chairperson, an application will be made to the Minister of Labour to appoint a chairperson.

18.07 The parties will meet after the panel's decision to settle any issues of the affected individual's change of status.

18.08 General Provisions

- (a) Any of the above time limits may be extended or placed in abeyance upon mutual agreement in writing of the parties. All the above time limits referred to in this process are exclusive of Saturdays, Sundays and paid holidays or official University-wide days off. If the initiating party fails to comply with the time limits above, the process will be deemed to be at an end.
- (b) If the process is properly followed, the decision reached by the parties or the adjudication panel will not be subject to any other dispute resolution process.

APPENDIX A

Exclusions Definitions: Guidelines

The following definitions are guidelines to be used to assist in determining the exclusion of a position/person in this Part pursuant to Article 18 (Inclusions/Exclusions Resolution Process):

1. Post-doctoral Fellows (PDFs) (excluded)

(a) **Description:**

PDFs are post-graduate trainees receiving independent research training and are paid an applicable stipend from funds provided by a research granting agency or contractor; movement into a tenure track position or a senior research associate position is a natural transition following completion of the PDF training.

(b) **General Duties:**

Duties are varied as directed by the Trustholder and will typically involve research training and assistance on specific research projects directly related to post graduate qualifications.

(c) **Qualifications/Experience:**

- (i) holds a PhD or equivalent;
- (ii) typically no more than five years of post-doctoral research training at a post-secondary institution.

2. Graduate/Undergraduate Students Paid from Trust (excluded)

(a) **Description:**

Individuals registered as graduate or undergraduate students involved in research work directly or indirectly related to the course of studies for which they are enrolled as a student; such positions are viewed as an apprenticeship for further academic or professional careers.

(b) **General Duties:**

Duties are varied as directed by the Trustholder and will typically involve research training and assistance on specific research projects directly related to their academic qualifications.

(c) **Qualifications/Experience:**

Undergraduate degree/enrollment in undergraduate program or equivalent related to the area in which they are training/performing work.

3. Research Associates (excluded)

(a) **Description:**

Individuals who are employed in high level research activities who hold the same academic qualifications as faculty members in the same discipline and have the potential opportunity to move into tenure track positions at a post-secondary educational institution.

(b) **General Duties:**

- (i) the Research Associate carries out high level complex research projects either as primary or co-investigator under the direction of the Trustholder;
- (ii) sets research objectives;
- (iii) independently, or at the direction of the Trustholder, develops experiments, research methods and protocol;
- (iv) designs and develops instrumentation and equipment for research projects;
- (v) co-authors or independently publishes research results and participates in analysis and presentation of research results.

(c) **Qualifications/Experience:**

- (i) normally equivalent to faculty members within the same department/faculty;
- (ii) will normally have prior original research experience;
- (iii) for example:
 - a. Faculty of Medicine
 - 1. a PhD, MD, or equivalent to their area of research
 - 2. will normally have prior post-doctoral/residency experience
 - b. Faculty of Law
 - 1. minimum requirement of a LLB usually with one or more undergraduate degrees

4. Trust Academics (including Trust Professionals and Trust Administrators) (excluded)

(a) **Description:**

- (b) Individuals appointed to senior management positions, ones which are similar to APOs in the Operating accounts.

(c) **General Duties:**

- (i) Duties will vary with the particular position but, in general, these will be managerial, executive or supervisory in nature, with significant decision-making requirements. Duties will not be clerical or routine.
- (ii) Duties will involve intermediate and long-range planning.
- (iii) The incumbents will carry out their responsibilities with little or no supervision.
- (iv) Responsible for selection, supervision and evaluation of clerical and technical staff.
- (v) Responsible for budgeting and financial control of operation.

(d) **Qualifications/Experience:**

- (i) academic degree, professional qualifications and related experience in managerial positions
- (ii) useful to have knowledge of the discipline associated with the trust/research grant as well as management skills

APPENDIX B
Letter of Understanding

Re: Regular Trust Employees with Concurrent Non-Regular Employment

Regular Trust employees may from time to time, in addition to their regular work, be employed in other non-regular positions where the work is casual or temporary in nature. In situations where a regular employee has concurrent non-regular work, i.e. work that does not meet the definition of regular employment as defined in clause 2.02 (a), the employee will be treated as an Auxiliary employee for this concurrent work.

This Appendix takes effect August 1, 2009.

APPENDIX C
Vacation Hourly Formula Rates

Formula:
$$\frac{\text{Vacation Day per Year}^a \times \text{Job Hours per Day}^b}{260 \text{ day per Year} \times \text{Job Hours per Day}^b}$$

Vacation Days per Year^a

Hours per Day^b	15	20	25	30
7	0.057692	0.076923	0.096154	0.115385
7.5	0.057692	0.076923	0.096154	0.115385
8	0.057692	0.076923	0.096154	0.115385

Yearly Entitlements Calculated from Hourly Accrual Rate

Hourly Accrual Rate

Hours per Day	Hours per Year	0.057692	0.076923	0.096154	0.115385
7	1820	15.00	20.00	25.00	30.00
7.5	1950	15.00	20.00	25.00	30.00
8	2080	15.00	20.00	25.00	30.00

Example:

Employee earning 15 days vacation per year in month of July 2013

	# Working Days	Hours per Day		
		7	7.5	8
July 1 – 15, 2013	11	4.442284	4.759590	5.076896
July 16 – 31, 2013	12	4.846128	5.192280	5.538432
	Hours Earned	9.288412	9.951870	10.615328
	Days Earned	1.33	1.33	1.33