

COLLECTIVE AGREEMENT

Between the



and the



June 29, 2016 to March 31, 2019

COMMON PROVISIONS

Numerical Index

Article		Page
	Preamble	
1	Application and Term of Agreement	1
2	Definitions	1
3	Union Recognition	2
4	Union Representation*	3
5	Management Rights	6
6	Safety, Wearing Apparel and Tools	6
7	Labour/Management Committee*	9
8	Performance Reviews and Increments	10
9	Workers' Compensation Supplement	11
10	Witness or Jury Duty	11
11	Religious Observance	12
12	Resignation	12
13	Position Abandonment	12
14	Dispute Resolution Process*	13
15	Job Evaluation	18
16	Job Evaluation Appeals	21
17	Joint Committee on Job Evaluation System	24
18	Discrimination and Harassment Complaints*	24
19	Reduced Hours Leading to Retirement	31
20	Service*	32
21	Discipline*	34
22	Leave Without Pay*	37
23	University Credit Courses	38
24	Human Resource Development Fund	39
25	Collective Bargaining	42

***Article amended**

Alphabetical Index

Article Name	Article No	Page
Application and Term of Agreement	1	1
Collective Bargaining	20	42
Definitions	2	1
Discipline	21	34
Discrimination and Harassment Complaints*	18	24
Dispute Resolution Process*	14	13
Human Resource Development Fund	24	39
Job Evaluation	15	18
Job Evaluation Appeals	16	21
Joint Committee on Job Evaluation System	17	24
Labour/Management Committee*	7	9
Leave Without Pay*	22	37
Management Rights	5	6
Performance Reviews and Increments	8	10
Position Abandonment	13	12
Reduced Hours Leading to Retirement	19	31
Religious Observance	11	12
Resignation	12	12
Safety, Wearing Apparel and Tools	6	6
Service*	20	32
Union Recognition	4	3
Union Representation*	4	3
University Credit Courses	23	38
Witness or Jury Duty	10	11
Workers` Compensation Supplement	9	11

* Article amended

Appendices

	Page
<u>Appendix A Schedule I - Base Pay Plan (April 1, 2016) *</u>	44
<u>Appendix B1 Terms of Reference and Agreement Respecting Benefits Cost Management</u>	48
<u>Appendix B2 Support Staff Benefits</u>	54
<u>Appendix C Physical Education and Recreation</u>	55
<u>Appendix D Support Staff Benefits Committee **</u>	56
<u>Appendix E Learning and Development Committee (HRDF) Terms of Reference *</u>	57
<u>Appendix F Time Off for Union Business</u>	59
<u>Appendix G Discrimination and Harassment Complaints, Formal Complaints and Investigations</u>	61
<u>Appendix H Career Progression and Development Opportunities **</u>	67
<u>Appendix I Cost Recovery and Fee For Services Positions **</u>	68
<u>Appendix J Consultation Guidelines – Parts A Article 20, B Article 15 and C Article 20 (Position Disruption)</u>	69
<u>Appendix K Recognition of University Service From Outside NASA Bargaining Unit</u>	71
<u>Appendix L Payment of Professional Accreditation for Support Staff **</u>	74
<u>Appendix M University of Alberta Disciplinary Process</u>	76
<u>Memorandum of Settlement</u>	79
<u>Signing Page</u>	82

* **Appendix amended**

** **New Appendix**

Preamble

The University of Alberta (the Employer) and the Support Staff of the University share a common interest in achieving the University's goal of excellence in teaching, research and service to the community. The University and the Non-Academic Staff Association (NASA) are committed to working together for common goals, recognizing that NASA's role is to represent the interests of its members and the Employer's role is to manage in the best interests of the University.

This Collective Agreement provides a foundation for achieving our common goals of:

- building positive working relationships at all levels of the organization, and
- creating safe, healthy, effective, innovative work environments in support of teaching, research and service excellence.

Support employees make a vital contribution to the University's success. We are committed to creating a work environment that contributes to the overall well-being of staff and enables them to be the "best they can be". We will strive to ensure that all members of the University community achieve their full potential, contribute to the University's success, and are valued and recognized for their contributions. We will help build a sense of pride and community at the University by actively fostering the behaviours, principles and accountabilities that guide our relationship at all levels of the organization.

Our relationship must be based on a high level of trust between the Employer, NASA and Support Staff. In working to build and sustain trust, each party commits to and is entitled to expect frankness and honesty. We also recognize that:

- Mutual efforts at problem solving on issues that affect employee interests can build trust when based on recognition of each party's legitimate role.
- Actions that disappoint reasonable expectations or place the other party in an untenable or embarrassing position can undermine trust and should be avoided.

A trusting, effective working relationship depends on the manner in which we share information and consult with each other on issues that significantly affect our interests. We recognize that:

- It is to our mutual advantage to notify each other in a timely way of issues that may have a significant impact on our respective responsibilities as employer or bargaining agent.
- It is important that University decision makers consider the interests of employees when deciding upon a course of action.
- There is value in consultation on matters that directly affect the interests of NASA and its members.
- Consultation, when engaged in, needs to be timely, meaningful and efficient.

- Some matters may, of necessity, need to be handled with discretion – we need to be clear with each other when the exercise of discretion is necessary.
- Breaches of confidence result in a breach of trust.
- Our interests may differ in particular circumstances, but failure to agree on an issue should not undermine our relationship or the integrity of the process used to discuss an issue.

We recognize that our working relationship relies on respectful behaviour, including:

- Behaving with honesty, consistency and integrity
- Listening to what others have to say, without interruption
- Being open-minded to other's feedback, ideas and suggestions
- Managing emotions
- Identifying and addressing differences quickly, encouraging people in conflict to try to resolve disagreements themselves through constructive, face-to-face dialogue before involving others
- Intervening when personal differences (or tests of will) are impairing ability to solve issues, taking steps to resolve such differences and to re-focus energies on problem solving
- Preventing personal attacks and behaviours that intentionally discredit or undermine others
- Following through on commitments
- Supporting people who work together and processes that promote cooperation, and working to correct disrespectful behaviour
- Making effective use of existing processes to resolve disagreements and overcome impasse

We will work to ensure that all members of the University community understand the importance and value of this Agreement and live up to their Collective Agreement responsibilities.

ARTICLE 1
APPLICATION AND TERM OF AGREEMENT

1.01 Application of the Collective Agreement

Consolidated Collective Agreement including Common Provisions

- Part A – General Support Operating Employees Agreement
- Part B – General Support Trust Employees Agreement
- Part C – English as a Second Language Instructors Agreement

Where Parts A, B or C have specific provisions which conflict with the language in the Common Provisions, the specific provision contained in the applicable Part will apply.

1.02 Term of the Collective Agreement

Unless otherwise expressly provided herein, all four parts of the Consolidated Collective Agreement (consisting of this Part and Parts A, B, and C) will take effect on the date of ratification by the parties until March 31, 2019. The Consolidated Collective Agreement will remain in effect thereafter until a replacement Consolidated Collective Agreement comes into force.

ARTICLE 2
DEFINITIONS

In this Agreement:

- 2.01 “AVP (HR)”** means the Associate Vice-President, Human Resources, of the University of Alberta or his/her designee (the parties recognize that the Associate Vice-President is the representative of the Governors of the University of Alberta).
- 2.02 “Department”** means a teaching department, a faculty office, an administrative office or a service unit under the administrative authority of the Employer.
- 2.03 “Department Head”** means a dean, director, chair or head of a teaching or non-teaching department so designated by the Employer, or other administrative authority, or his/her designee.
- 2.04 “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).
- 2.05 “Director, HRCS”** means the Director, Human Resource Consulting Services, of the University of Alberta.

- 2.06** “**Employer**” means the Governors of the University of Alberta.
- 2.07** “**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.
- 2.08** “**NASA**” means the University of Alberta Non-Academic Staff Association.
- 2.09** The “**parties**” are the Employer and the Union.
- 2.10** “**Supervisor**” means any person whose job function requires him/her to organize, direct and control the work of others, so designated by the Employer.
- 2.11** “**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.
- 2.12** “**Union**” means NASA.
- 2.13** “**Union Representative**” means a NASA Labour Relations Officer or designee.

ARTICLE 3

UNION RECOGNITION

- 3.01** The Employer recognizes the University of Alberta Non-Academic Staff Association (NASA) as the exclusive bargaining agent for the unit of employees described in the *Public Service Employee Relations Act Certificate #10-78 as “All Employees of the Board of Governors, the University of Alberta, when employed in general support services”*.
- 3.02** No employee will be required or permitted to enter into any written or verbal agreement, which violates the Collective Agreement, without the express written agreement of the Union.
- 3.03** The parties agree there will be no discrimination or coercion exercised or practiced with respect to any employee for reason of membership or legitimate activity in the Union.
- 3.04** All employees covered by this Agreement will either be members of NASA or be required to pay a service fee equivalent to the membership fee.
- 3.05** Membership fees or service fees will be deducted from employees’ base pay and remitted to the Union on a monthly basis in the month following the month in which such monies are deducted. The Employer further agrees to provide the Union with the full name, job title, department, employee type, commencement date, seniority date, last known address and amount of dues deducted for each

employee for whom service fees or dues have been deducted. In addition the Employer agrees to provide the Union with, for use in NASA business only, the rate of base pay for each employee in the bargaining unit.

3.06 Subject to the technical capability to do so, the Employer agrees to provide the above information to the Union in machine readable form.

3.07 The Union will provide the Employer with at least one full calendar month's written notice prior to the effective date of a change in the amount of dues to be deducted.

ARTICLE 4 *

UNION REPRESENTATION

4.01 The Employer and the Union are committed to joint problem solving. As part of this commitment, the Union has established a Union Steward Program to facilitate employees and supervisors in reaching effective resolutions to problems within the workplace.

Union Steward Program

4.02 The parties recognize that when dealing with issues of labour relations, the most effective resolutions are made by those directly affected. The intent of the Union Steward Program is to allow for the representation of employees to encourage resolution of concerns, complaints, or grievances at the earliest opportunity.

4.03 (a) The parties agree that it is desirable to have the broadest representation of Union Stewards across the University; and the Union will make their best efforts to ensure that the appointment of Union Stewards is compatible with operational needs so as to avoid over representation or over utilization in any particular work area. Should any Union Steward be over utilized, the parties will meet to review and resolve the matter.

(b) The maximum number of Union Stewards elected will be three per cent of the total number of full-time employees (calculated as at March 31 each year). The number or distribution of Union Stewards may be increased or changed by mutual agreement.

4.04 (a) The application of the Union Steward Program is intended to improve efficiency in dealing with issues with minimal interference with the operation of the workplace, recognizing that some communication may be made or received at the workplace for the purpose of arranging non-work time meetings.

(b) A Union Steward will be recognized as an official representative of the Union. Decisions and resolutions reached with the involvement of a Union Steward will be treated in the same manner as decisions reached with any

other authorized representative of the Union, provided that no agreements are reached that are inconsistent with the provisions of this Agreement.

4.05 Union activities during regular hours of work are subject to operational requirements. The primary function of an employee is to perform the duties assigned to his/her position. Requests for time to participate in Union activities will not be unreasonably withheld.

4.06 If, under this Article, it is necessary to request time off during regular hours of work, the employee will:

- (a) not be required to disclose the details of the union business;
- (b) make arrangements for time off with his/her supervisor to minimize the impact of his/her absence on operations; and
- (c) report to the supervisor upon his/her return to work.

Time Off for Union Business

4.07 (a) Time off with pay will be granted to:

- (i) employees to exercise specific rights under the Agreement;
- (ii) Union Stewards who require time off work to represent employees in an effort to resolve an issue, including time immediately before and after any required meetings or where the situation is pressing and disrupting the workplace;
- (iii) the Chief Union Steward to act in the absence of NASA staff, where an employee is entitled to union representation;
- (iv) a maximum of nine NASA Executive members to attend regular executive meetings, not more than once per week;
- (v) a maximum of four Negotiating Committee members to attend negotiations and reasonable time for preparation;
- (vi) employees acting on behalf of the Union on mutually recognized committees;
- (vii) employees participating on recognized Employer committees;
- (viii) employees for other mutually agreed activities.

(b) Time off without pay will be granted to:

- (i) NASA Executive members to attend executive meetings in excess of one per week;
- (ii) Negotiating Committee members in excess of four for members to attend negotiations and reasonable time for preparation;
- (iii) a maximum of 75 members to a maximum of one hour per month and necessary travel time not to exceed one hour, to attend meetings of the Council; requests to apply this clause will be made

to the Director, HRCS, by the Union at least one week before the date of the Council meetings.

- (iv) employees to attend to Union business, subject to operational requirements; the employee must make the necessary arrangements with his/her supervisor.

To administer the time off without pay provisions, the Employer will pay the affected employees and invoice the Union for the basic salary and applicable premiums.

4.08 Subject to operational requirements, where employees work shifts other than those in which meetings under clause 4.07 are being held their time will be dealt with as follows:

- (a) for meetings of less than one full shift, release time will be paid by the Union;
- (b) for meetings of one full shift, release time will be paid either by the Employer or Union as identified in clause 4.07 (a) or (b) above.

4.09 The Union will provide written notification to the Director, HRCS, of the names and departments of Union Stewards, Executive Committee members and Council members. The Employer will annually provide a list of Department Heads and designations required under the Agreement.

4.10 The Union and the Employer will provide the name of the person(s) or designee(s) acting as their “designated official” who will have the authority to act and resolve differences. It is further understood that these person(s) or designee(s) will have the authority for authorizing grievances under Article 14 (Dispute Resolution Process).

4.11 The Employer agrees to provide bulletin board space in each department for the purpose of posting information relating to Union business.

4.12 Nothing in this Agreement will preclude an employee from discussing problems personal or job related, with supervisors or members of Human Resources or other representatives of the Employer. Nothing in this Agreement will preclude a supervisor, Department Head, Director or Dean from meeting with a Union Steward, provided no agreements are reached which are inconsistent with the provisions of this Agreement.

**ARTICLE 5
MANAGEMENT RIGHTS**

5.01 All functions, rights, powers and authority which the Employer has not specifically abridged, delegated, or modified by this Agreement are retained by the Employer and will be exercised in a reasonable manner.

**ARTICLE 6
SAFETY, WEARING APPAREL AND TOOLS**

6.01 The Employer and the Union are committed to ensuring a safe, healthy work environment, including compliance with relevant health and safety legislation. Health and safety is a joint responsibility dependent upon the active participation of the Employer and all employees.

Safety

- 6.02** (a) Where an employee has reasonable and probable grounds that lead him/her to believe his/her work or worksite is unsafe,
- (i) s/he will have the right to refuse to enter or leave an area if his/her personal safety may be endangered,
 - (ii) s/he will immediately report the condition to his/her supervisor,
 - (iii) the supervisor will make all reasonable efforts to remedy the concern immediately, and
 - (iv) if the employee's concern cannot be remedied, either the supervisor or the employee will report the concern to the Office of Environmental Health and Safety for resolution or remedy.
 - (v) the employee will not be required to work on that particular job or worksite until the employee has been formally notified that the unsafe condition has been resolved.
- (b) As per clause 6.02 (a), the employee's failure to report for duty or to carry his/her duties will not be considered grounds for deducting his/her pay or disciplinary action.
- (c) Where an employee or the Union considers that another person is performing his/her work in an unsafe manner or is working in an unsafe work environment, s/he will report the unsafe act or condition to the appropriate supervisor immediately and the provisions of clause 6.02 (a) will apply.
- (d) If in the opinion of the Director, Environmental Health and Safety, an expert opinion is required, the Director will contact an expert authority, including Alberta Labour – Occupational Health and Safety.
- 6.03** The Director, Environmental Health and Safety, or designee, will notify the Union Director of Operations, or designee, immediately upon becoming aware of a

serious incident or accident which has caused or has the potential to cause injury to an employee. When the incident involves exposure to a substance that has a potential to cause injury, written information including the date of exposure, identification of the substance, potential symptoms associated with the exposure, and potential short and long-term effects of such exposure will be provided to all affected employees. Copies of this information and a list of affected employees will be provided to the Union. The Director will maintain a record of the incident for future substantiation of employee Workers' Compensation claims.

- 6.04** Students will be oriented to the University's established health and safety practices.
- 6.05** The Employer will ensure that all outside contractors, and any other external person who enters into an agreement with the University, are fully compliant with the University's established health and safety practices and will take all measures to minimize the risks to all employees.

Protective Eyewear, Equipment, Clothing and Footwear

- 6.06** Where hazard assessments identify the need for special wearing apparel, protective eyewear, equipment, clothing or footwear, the following will apply:
- (a) The Director, Environmental Health and Safety, or designee will determine the appropriate protective eyewear, equipment, clothing or footwear for that activity/area.
 - (b) Where protective eyewear, equipment, clothing or footwear is required, employees will be provided with the required items, including replacements, at no cost to the employee.
 - (c) Where the employee requires prescription eyewear, the protective eyewear will be of a design that will fit over the employee's prescription eyewear. Where the design of protective eyewear cannot accommodate the employee's prescription eyewear, prescription protective eyewear will be provided as per clause 6.06 (b).
 - (d) Where Canadian Standards Association (CSA) approved protective footwear is required but not provided per clause 6.06 (b), an employee is entitled to:
 - (i) an allowance of \$12.00 per month of service in a position where this protective footwear is required, and
 - (ii) an initial payment of \$100.00 upon completion of the probationary period or trial period in a position where this protective footwear is required, and
 - (iii) where this footwear requires replacement, not resulting from normal wear and tear, the footwear will be replaced at no cost to the employee.

- (e) Notwithstanding clause 6.06 (d) (ii), auxiliary employees and apprentices will receive the payment in clause 6.06 (d) (ii) when their service exceeds 12 months.
- (f) An employee or the Union may request an assessment of the need for protective eyewear, equipment, clothing or footwear. The assessment will be done within 30 days of the request.
- (g) In the event of disagreement over the need for protective eyewear, equipment, clothing or footwear, the Director, Environmental Health and Safety, or designee will make a final determination.

Tools

6.07 Where an employee is required, as a condition of employment, to use his/her own hand tools and bench tools in the performance of his/her job, such tools will be replaced by the department when damaged or broken during the performance of his/her work. The department will supply special or unusual tools as required.

Wearing Apparel

6.08 Where employees are required to wear special wearing apparel, including uniforms and coveralls, departments will supply this apparel including replacements at no cost to the employee.

Casual Employees

6.09 The provisions of this Article apply to Casual employees except:

- (a) clause 6.06 (d) does not apply to Casual Level 1 employees and
- (b) clause 6.06 (d) (ii) does not apply to Casual Level 2 employees.

Supplemental Tradespersons

6.10 The provisions of this Article apply to Supplemental Tradespersons with the exception of clause 6.06 (d) (ii). Further, clauses 6.06 (d) (i) and (iii) will apply as follows:

- (a) for Journeymen these clauses will apply upon completion of 12 continuous months of employment;
- (b) for Apprentices who complete 12 continuous months of employment interrupted only by schooling for a period of not more than three months, these clauses will apply upon application by the employee. The employee will be required to provide proof of registration and completion of schooling. The three month interruption period excludes paid holidays, Winter Closure or an approved leave.

ARTICLE 7 *

LABOUR/MANAGEMENT COMMITTEE

- 7.01** The parties recognize the importance of harmonious relationships achieved through joint problem solving and ensuring a safe, healthy work environment. To that end, the Labour/Management Committee has been established.
- 7.02** The mandate of the Labour/Management Committee is to:
- (a) review matters relating to the maintenance of good relations between the parties,
 - (b) investigate conditions causing grievances and misunderstandings and recommend appropriate resolution,
 - (c) annually approve the roster of mediators and investigators to be used in the formal resolution of discrimination and harassment complaints,
 - (d) make recommendations on educational programs, including health and safety programs,
 - (e) resolve problems pertaining to the interpretation and administration of this Agreement,
 - (f) discuss matters of mutual interest or concern,
 - (g) review and resolve environmental health and safety issues that have not been resolved at the worksite level,
 - (h) make recommendations on changes to the Agreement, to their respective principals, and
 - (i) exchange relevant information.
- 7.03** The Committee will:
- (a) establish sub-committees as it deems necessary and will set their terms of reference,
 - (b) apply the relevant health and safety legislation and regulations when making decisions or recommendations of a health and safety nature,
 - (c) ensure proper training of Committee members, and
 - (d) take minutes, distribute copies to Committee members and distribute decisions in an appropriate manner.
- 7.04** The Committee will comprise an equal number of Employer and Union representatives, with each appointing a minimum of two and a maximum of four Committee members. The Committee may call upon additional persons as resource experts.

- 7.05** The Committee will meet monthly, with the exception of the summer months, and additional meetings may be held by mutual agreement between the parties. The Employer representative, or designee, and the Union representative, or designee, will alternate in chairing the meetings of the committee.
- 7.06** Employees will not suffer any loss of regular earnings for time spent on this Committee or its ad hoc sub-committees.

ARTICLE 8

PERFORMANCE REVIEWS AND INCREMENTS

- 8.01** The parties recognize that the University's success depends on the performance and contribution of every employee. Effective performance management involves a continuous two-way process of communication between an employee and his/her supervisor focused on:
- (a) the direction and goals of the department and the employee's contributions in the coming year,
 - (b) clear, reasonable expectations for performance and accountability,
 - (c) how performance will be evaluated,
 - (d) learning and development needs,
 - (e) recognition of employee contributions, including contributions to the University community outside of the immediate work area or work assignment, and
 - (f) guidance and support to enhance employee performance.

Performance Reviews

- 8.02** The supervisor and employee will complete a written summary of the discussions outlined in clause 8.01 and an evaluation of the employee's performance:
- (a) before the completion of his/her probation or trial period; and
 - (b) on completion of 12 months and each subsequent 12 months worked in his/her position.

8.03 Rebuttal

An employee is entitled to put a written rebuttal to any performance review on his/her Personnel File within a reasonable time.

8.04 Performance Increments

- (a) Performance increment(s) are awarded for satisfactory or better performance, upon the recommendation of the Department Head/Trustholder, after each annual review period using the base pay grade assigned within the Salary Appendix for the employee's present position.
- (b) Increments will not be awarded for performance that is less than satisfactory. Withholding an increment is a disciplinary action and Common Provisions Article 21 (Discipline) applies. The employee will be advised in writing by the supervisor prior to the review date that the increment is in jeopardy. Barring unforeseen developments, this notice will normally occur a minimum of four months prior to his/her annual performance review date. The notice will include the areas requiring improvement. A follow-up meeting will normally occur approximately one month prior to the performance review date.

ARTICLE 9

WORKERS' COMPENSATION SUPPLEMENT

- 9.01** When an employee sustains an injury in the course of his/her duties and is eligible for Workers' Compensation, s/he will be paid that amount necessary to make up the difference in pay between what s/he receives from the Workers' Compensation Board and what s/he would have received had s/he been on leave because of general illness as provided for in Part A Article 16, Part B Article 9 or Part C Article 13 (Illness and Proof of Illness). Payment under this provision will be made only for that period of time during which s/he would have received full base pay pursuant to the relevant article, but such payments will not reduce his/her general illness entitlement for that year.
- 9.02** An employee who sustains an injury while in the employ of another employer and who is eligible for Workers' Compensation will not be covered by the Workers' Compensation Supplement and General Illness provisions. Such absence will be considered authorized leave without pay.

ARTICLE 10

WITNESS OR JURY DUTY

- 10.01** An employee who is required by law to serve jury duty or act as a witness will be granted leave with pay. Any fee received by him/her for such duty will be remitted to the Employer. However, this Article will not apply to any personal action where the employee is the plaintiff or defendant.

10.02 The employee will submit to his/her supervisor the document which requires him/her to appear as a witness or juror before being granted leave under this Article.

10.03 The employee scheduled to work day shift will work during those working hours that s/he is not required to attend the court proceedings. However, an employee, who is scheduled to work afternoon, evening or night shifts during this period of jury or witness duty, will be granted a leave with pay for an equivalent number of scheduled shifts during the period.

ARTICLE 11 RELIGIOUS OBSERVANCE

11.01 Both parties recognize the need to accommodate time off for religious observance. Time off will be granted, subject to operational requirements, and may include vacation, compensating time off, leave without pay or another arrangement mutually agreed by the supervisor and employee.

ARTICLE 12 RESIGNATION

12.01 Notice of Resignation

An employee will provide the Employer with ten working days notice of resignation not including earned but unused vacation or compensating time off.

ARTICLE 13 POSITION ABANDONMENT

13.01 An employee absent from employment without permission and without informing the Employer will, after three consecutive work days of such unauthorized absence, be considered to have abandoned his/her position and will be deemed to have resigned. The deemed resignation will be rescinded if the employee demonstrates that circumstances beyond his/her control prevented him/her from reporting to his/her place of work and from contacting his/her Employer.

ARTICLE 14 *
DISPUTE RESOLUTION PROCESS

14.01 Recognition

The Employer and the Union will work together to foster a collegial and productive workplace. Working together requires a commitment to frequent and open communications and joint problem solving on matters affecting the Collective Agreement and/or the Union-Management relationship.

The purpose of the dispute resolution process is to resolve problems, complaints and grievances, between the Union and the Employer, in a timely and effective fashion, and to maintain harmonious working relations.

Both parties recognize their collective duties and responsibilities in these matters.

14.02 General Principles

(a) Disclosure

The parties will disclose all information/documentation concerning the dispute at the earliest possible opportunity.

(b) Grievance Application

It is the intent of the parties that only one grievance type be dealt with on a particular matter and that said grievance be grieved under the appropriate defined grievance type. However, circumstances may arise where one or more individual grievances may more appropriately be addressed as a group or policy grievance, or vice-versa. The parties will attempt to reach mutual agreement on the appropriate means of processing such grievances.

Where a group or policy grievance is subsequently initiated, all related individual grievances may be placed in abeyance pending the final resolution of the group or policy grievance.

(c) Time Limits

Any of the time limits outlined in this Article may be extended or placed in abeyance upon mutual agreement in writing of the parties. All of the time limits referred to in this Article will be exclusive of Saturdays, Sundays, paid holidays or official University-wide days off.

In the event that the initiating party fails to comply with the time limits herein, the grievance will be deemed to be at an end.

Notwithstanding any of the provisions in this Article, the initiating party may discontinue the grievance at any stage in writing and, therefore, such will be deemed wholly at an end.

(d) **Employee's Right to Representation**

An employee's right to representation by the Union is recognized as identified in this Article, and will not be bypassed in this dispute resolution process.

(e) **Facilitation**

At any step in this procedure the Union and/or Human Resource Services may be asked to assist in achieving a resolution.

(f) **Expectations**

The parties to this Agreement are committed to resolving problems informally and at the earliest possible step in the procedure.

14.03 Definition of Grievance Types

(a) **Dispute** – any problem, conflict, disagreement or difference involving employees and/or supervisors/managers.

(b) **Grievance Types** – a formalized written difference regarding the interpretation, application, operation, administration or alleged violation of the Collective Agreement and including any dispute as to whether the difference is arbitrable.

(i) **Individual Grievance:** An individual grievance will be defined as a grievance involving one individual.

If the individual grievance is discipline or termination related (e.g., dismissal, layoff, recall), such grievance will be initiated within 15 days of the date the action giving rise to the grievance occurred and will be initiated at the Grievance Process (Step Three).

(ii) **Group Grievance:** A group grievance will be defined as an issue concerning two or more employees in the same department. Such grievance will be initiated within 15 days of the date the action giving rise to the grievance occurred and will be initiated at the Grievance Process (Step Three).

(iii) **Policy Grievance:** A policy grievance will be defined as an issue affecting either party and/or more than one employee in more than one department. Such grievance will be initiated within 15 days of the date the action giving rise to the grievance occurred and will be initiated at the Grievance Process (Step Three).

(c) **Written Grievance Information**

A formal written grievance will include the following information:

- (i) the date of the grievance;
- (ii) the nature, type and details of the grievance;

- (iii) where applicable, the name(s) of the grievor(s) and his/her department(s);
- (iv) the remedy sought;
- (v) the Article(s) of the Agreement allegedly violated or the alleged occurrence said to have caused such grievance;
- (vi) signature of the Union Representative.

14.04 Problem Solving Level (Step One)

- (a) Employees and supervisors/managers are encouraged to resolve any dispute through a face-to-face discussion. Employees who feel uncomfortable speaking alone with their supervisor and/or manager may seek the assistance of a Union Steward to facilitate the discussion.
- (b) The discussion should take place within ten days of the time an employee should reasonably have become aware of the action or matters giving rise to a dispute.
- (c) The discussion should be a respectful open exchange, which clearly identifies and communicates the interests of the persons directly affected by the dispute, in an attempt to arrive at a mutually agreeable solution that is in accordance with the provisions of the Collective Agreement.

14.05 Consultation Stage (Step Two)

- (a) If a dispute is not resolved by problem solving, or is not believed to be suitable for problem solving, the affected employee or supervisor/manager will seek the counsel of a Union Representative or assigned human resources representative to move the matter to the consultation stage.
- (b) Within fifteen working days of the date of the incident that gave rise to the dispute or of the date the involved individuals acknowledge a lack of resolution at the problem solving stage (Step One), the consultation process will begin.
- (c) During this process, the involved parties together with the Union Representative and assigned human resources representative will work towards a mutually agreeable resolution of the dispute.
- (d) All discussions, proposed solutions and notes taken during the consultation stage are confidential and without prejudice to the legal or contractual rights of the parties.
- (e) Consultation may continue for as long as progress is being made. If the matter is concluded in a mutually satisfactory manner, confirmation will be provided in writing.
- (f) At any time, either the Union Representative or assigned human resource representative can conclude consultation by providing written notice to the other. If the Union chooses to advance the dispute by grievance, notice

will be filed within ten days of the date of written notice to cease the consultation stage was provided.

14.06 Grievance Process (Step Three)

- (a) The grievance will be submitted in writing to the Director, HRCS, who will provide a copy to the DER.

The Union Representative and the assigned human resources representative will jointly prepare a Statement of Agreed Facts and identify the facts in dispute. Each party will individually prepare a document outlining their respective points of view.

These documents will be provided to all parties within 20 days of the submission of the grievance.

- (b) Within ten days of the provision of the documents referenced in clause 14.06 (a) above, the Union Representative, the assigned human resources representative, the Director, the DER and any affected party will meet in an initial attempt to problem solve the grievance. Further meetings and/or discussions may occur as the parties attempt to resolve the grievance.
- (c) Where a resolution has been reached, the agreement will be committed to writing and circulated to all parties involved.
- (d) If the grievance cannot be resolved through discussion, the Director and the DER will reply to the Union providing reasons within five days of the date the parties acknowledge that resolution was not possible.
- (e) Anything said, proposed, generated or prepared for the purpose of trying to achieve a resolution to the grievance during this process is to be considered privileged and will not be used for any other purpose, including any subsequent arbitration proceeding.
- (f) Either party may submit a grievance to arbitration. The party advancing the grievance will advise the other party in writing within 30 days of receipt of the correspondence referenced in clause 14.06 (d) above. After having submitted the grievance to arbitration, the parties may agree to further attempts to resolve the issue through mediation.

14.07 Mediation

The purpose of mediation is to assist the parties in reaching a resolution of the grievance and anything said, proposed, generated or prepared for the purpose of trying to achieve a settlement is to be considered privileged and will not be used for any other purpose including any subsequent arbitration proceeding. The mediator will be confined to the issue in dispute. The mediator will be chosen by mutual agreement and all expenses of the mediator will be borne equally by both parties.

14.08 Arbitration

- (a) The party advancing the grievance to arbitration, will notify the other party in writing, and
 - (i) name its nominee to the board of arbitration; or
 - (ii) state its desire to consider the appointment of a single arbitrator.
- (b) Within five days after receipt of notification provided for in clause 14.08 (a), the party receiving such notice will
 - (i) inform the other party of the name of its nominee to a board of arbitration; or
 - (ii) arrange to discuss with the other party the selection of a single arbitrator.
- (c) The parties may select one person to act as a sole arbitrator to whom any such grievance may be submitted for arbitration and such person will have the same powers and be subject to the same restriction as a board of arbitration appointed under this Agreement.
- (d) Where agreement cannot be reached on a single arbitrator, a board of arbitration will be established.

Where the nominees to a board have been named by the parties, they will within ten days endeavor to select a mutually acceptable chairperson for the arbitration board. If they are unable to agree, an application will be made to the Minister of Labour to appoint a chairperson.

- (e) The following conditions will apply to the powers of the arbitrator. The arbitrator may:
 - (i) require production, in advance of the hearing, of documents deemed relevant to the grievance;
 - (ii) examine any witnesses deemed relevant to the grievance;
 - (iii) assist the parties in mediating a resolution of the grievance;
 - (iv) not change, amend, alter or modify any of the terms of this Agreement;
 - (v) in matters relating to disciplinary action, reinstate an employee with or without compensation for wages and/or benefits, and/or make any other award s/he may deem just and reasonable that would be consistent with the terms of the Agreement.
- (f) The arbitrator will have the responsibility to:
 - (i) arbitrate the matter and confine the decision to the issues in dispute;
 - (ii) determine his/her own procedure and give full opportunity to the parties to present evidence and to be heard;

- (iii) hear and determine the merits of the grievance and issue an award in writing to the parties within 30 days of the conclusion of the hearing;
 - (iv) where requested, determine whether a particular matter is arbitrable under this Agreement.
- (g) Any arbitration decision will be final and binding upon the parties and upon any employee affected by the decision.
 - (h) The decision will be one reached by a majority of the members of the board of arbitration. However, if there is no majority decision, then the decision of the Chair will constitute the final binding decision.
 - (i) Each party will bear the expenses and costs of their respective presentation and the parties will equally share the fees and expenses of the arbitrator.
 - (j) The parties will be responsible for informing any third party likely to be adversely affected:
 - (i) of the time and place of the sitting of the board of arbitration;
 - (ii) of the grievance to be placed before the board of arbitration; and
 - (iii) of the right of that third party to be present and represented.

ARTICLE 15 JOB EVALUATION

15.01 Preamble

The parties acknowledge that the job evaluation system is a critical component of ensuring appropriate compensation and internal equity of positions. Human Resource Services (HRS) will facilitate ongoing education regarding job evaluation, designed to advise employees on their role in the process and to assist Department Heads in meeting their obligations under this Article.

15.02 Employer's Right to Determine the Job to be Performed

It is the Employer's right to determine the job that is to be performed and the performance expectations/standards relating to the job.

15.03 Job Documentation

- (a) **"Job Fact Sheet"** is the document used by the Employer for the purposes of job evaluation which must include details of the duties of the position and required minimum qualifications.
- (b) The Employer will strive to ensure that a Job Fact Sheet exists for each position of greater than 12 months duration. Upon request, HRS will

provide copies of these documents to the Union, along with the assigned grade level. Departments are encouraged to prepare a Job Fact Sheet for jobs of less than 12 months duration.

- (c) The Department Head will provide a copy of the current Job Fact Sheet to an incumbent upon date of hire. The Department Head will also ensure that the Job Fact Sheets are kept current and will provide the incumbent with a copy.

15.04 Job Documentation Process

- (a) Where there is an incumbent, every effort will be made to ensure that Job Fact Sheets are written jointly by the supervisor and the incumbent and upon completion signed by each; however, the incumbent's signature is not a requirement.
- (b) Completed Job Fact Sheets will be reviewed and approved by the Department Head prior to forwarding to HRS. The Department Head may revise the Job Fact Sheet. Where this is done, the revisions will be reviewed with the incumbent and the incumbent will be provided a copy of the revised Job Fact Sheet.
- (c) The process of writing, signing and forwarding Job Fact Sheets to HRS noted under clauses 15.04 (a) and (b) should not exceed three months from initiation by the employee under clause 15.06.
- (d) If any difficulties arise in completing the Job Fact Sheet or in agreeing on its contents, the incumbent, supervisor or Department Head may request the assistance of HRS to mediate and resolve the difficulties. The incumbent may be accompanied by a Union Representative to assist the incumbent in presenting his/her concerns. Failing agreement, the Department Head will determine the appropriate content of the Job Fact Sheet.

15.05 Position Evaluation Process

- (a) Positions will be evaluated in accordance with the Employer's Job Evaluation Plan.
- (b) Requests for position evaluation are to be submitted in writing to HRS. HRS will acknowledge receipt of the request to the Department Head and incumbent within ten working days, and provide a time for the completion of the evaluation/audit. Requests for evaluation must be accompanied by a current Job Fact Sheet which includes the Job Description and an organizational chart.
- (c) HRS will review the Job Fact Sheet, evaluate the job (including determining the base pay grade level), and communicate the results to the Department Head and the incumbent. On a monthly basis, HRS will

provide the Union with a report that details the positions evaluated during the course of the previous month. If during the evaluation process HRS has questions or requires further information regarding the Job Fact Sheet, they will enter into discussions with the Department Head, the supervisor or the incumbent, as appropriate.

- (d) Unless a job has significantly changed HRS will not normally re-evaluate a position if an evaluation and/or appeal has been concluded within the preceding 36 months. Disagreements between HRS and the incumbent and/or the Department regarding whether or not a job has significantly changed will be forwarded to the JEAC Chair. The JEAC Chair together with one Employer appointee and one Union appointee will review the relevant information and make a final and binding decision.
- (e) Where a vacant position has been re-evaluated and results in a change in grade, the Union may notify HRS of any concerns it has respecting the re-evaluation and grade change.

15.06 Requests By Incumbents for a Review of Job Duties/Evaluation

- (a) An incumbent may initiate a formal review of his/her Job Fact Sheet or its evaluation in writing to the Department Head commencing with the process described under clause 15.04.
- (b) The effective date of employee requests will normally be the date the Department Head signed off the Job Fact Sheet under clause 15.04 (b).

15.07 Requests By Department Heads for a Review of Job Duties/Evaluation

- (a) A Department Head may initiate a review of a Job Fact Sheet or its evaluation commencing with the process described under clause 15.04.
- (b) The effective date of Department Head requests will normally be the date the Department Head signed off the Job Fact Sheet under clause 15.04 (b).

15.08 New Jobs

New jobs may be created during the term of this Agreement. The Employer will evaluate new jobs and notify the Union of the results of the evaluation, as per clause 15.05 (c). In the event that the Union disagrees with the evaluation decision an appeal may be initiated by the Union in accordance with Article 16 (Job Evaluation Appeals).

15.09 Appeals

An incumbent or Department Head may appeal an evaluation in accordance with Article 16 (Job Evaluation Appeals). Such an appeal will not be considered a grievance under Article 14 (Dispute Resolution Process) of this Agreement.

15.10 Re-evaluation to a Higher Grade

- (a) When a position is re-evaluated to a higher grade level, the incumbent will be entitled to a pay increase. The new base pay will be no less than one full increment above his/her current pay or the minimum of the new grade level, whichever is greater.
- (b) The effective date of the increase will be the date the Department Head signed off the Job Fact Sheet. The incumbent's performance review period and future increments will not be affected.

15.11 Re-evaluation to a Lower Grade

- (a) When a position is re-evaluated to a lower grade level and the incumbent's base pay is below the maximum for the new pay grade, s/he will be placed on the step level nearest but not lower than his/her current base pay. The incumbent will be eligible for performance increments on the new pay grade, as appropriate, and the performance review period will remain unchanged.
- (b) If his/her base pay is at or above the maximum for the re-evaluated position, the base pay will remain unchanged (red-circled), and s/he will not be eligible for increments until such time that his/her base pay falls within the salary range of the grade of the re-evaluated position.

ARTICLE 16

JOB EVALUATION APPEALS

16.01 Purpose

The purpose of the Job Evaluation Appeals process is to provide a method of challenging the evaluation results of positions Article 15 (Job Evaluation). An appeal may be submitted by an incumbent or a Department Head. It is not the intent of the Appeals process to address minor changes to job duties or concerns relating to job content. All of the time limits referred to in this Article will be exclusive of Saturdays, Sundays, paid holidays or official University-wide days off.

16.02 Job Evaluation Appeals Procedure

- (a) An incumbent or Department Head may appeal within 60 days from the date a job evaluation decision is confirmed in writing. The appeal document must include the reasons for the appeal and any other information that the appellant feels is relevant. Appeals will be submitted to the Director, Human Resource Consulting Services, with copies to the immediate supervisor, incumbent and the Department Head (as applicable).

- (b) Within 20 days from the date of receipt of the appeal, the Director, Human Resource Consulting Services, or designee, will reply in writing to the appellant stating one of the following:
 - (i) the reason for the success of the appeal,
 - (ii) the reason for the failure/denial of the appeal, or
 - (iii) notification of the Consultant assigned to conduct a second evaluation.
- (c) Where another Consultant is assigned to conduct a second evaluation, the process including the Director's decision will be finalized and confirmed in writing to the incumbent, where there is one, and the Department Head within 65 days of the Director's first response under clause 16.02 (b). The Director's decision will include the outcome of the appeal including rationale for the decision.

16.03 Advancement of Appeals

If the appellant is dissatisfied with the response from the Director, Human Resource Consulting Services, the appellant has 20 days from the date of notification to advance the appeal. The appellant will provide notification of the advancement of the appeal to the Chair of the JEAC with a copy to the Director, Human Resource Consulting Services, which includes:

- (a) the original documentation submitted under clause 16.02, and
- (b) the response by the Director, Human Resource Consulting Service, and
- (c) additional relevant information the appellant may wish to provide.

If the incumbent chooses s/he may request the assistance of the Union.

16.04 The Job Evaluation Appeals Committee (JEAC)

- (a) Composition – The JEAC will consist of the following:
 - (i) five members appointed by the Employer,
 - (ii) five members appointed by the Union, and
 - (iii) a chair mutually agreed to by the Employer and the Union.

For appeal hearings, the panel will consist of five members, two Employer appointees, two Union appointees and the Chair.
- (b) Terms for Committee members – the terms of appointment for the JEAC will be as follows:
 - (i) The Chair will be appointed for a term of five years. The Chair will be an Employer member or a Union member, on a rotational basis.
 - (ii) Terms for all other Committee members will be for three years.

- (iii) Committee members may be re-appointed for a maximum of one additional term, subject to mutual agreement of the parties.
- (c) Terms of Reference – The JEAC will operate within the following terms of reference:
 - (i) The Committee will consider all appeals. It has the power to amend the evaluation of a position.
 - (ii) The Committee will have the power to:
 - a. set its own procedure,
 - b. determine the admissibility of any information brought before it, and
 - c. seek whatever necessary information or clarification from involved persons, including, but not limited to:
 - 1. the Department Head or designee,
 - 2. the incumbent,
 - 3. the incumbent's supervisor(s), or
 - 4. Human Resource Services.
 - (iii) The Committee will hold a hearing within 20 working days from the date of receipt of the appellant's written appeal under clause 16.03.
 - (iv) The Committee will give all parties concerned full opportunity to present and rebut information at the appeal hearing.
 - (v) The decision of the majority of the Committee members will be the decision of the Committee. Where there is no majority decision, the decision of the Chair will be the decision of the Committee.
 - (vi) Within ten days from the date of the hearing, the Chair will issue the written decision of the Committee. A copy will be forwarded to the incumbent, the Department Head, the Director, HRCS, and the Union (if applicable). The Chair's response will include detailed rationale for the Committee's decision. The decision will be final and binding on the position under appeal and be without prejudice to any other positions.
- (d) Training – All members will be trained in the Employer's Job Evaluation Plan.

16.05 Modification of Time Limits

The time limits fixed in this Article may be altered by mutual consent of the applicable parties.

Such consent will not be unreasonably withheld.

ARTICLE 17

JOINT COMMITTEE ON JOB EVALUATION SYSTEM

- 17.01** The purpose of the Committee is to monitor and review the effectiveness of the job evaluation system and its pay structure and, by consensus, make recommendations to the parties on changes.
- 17.02** The Committee will comprise an equal number of Employer and Union representatives, with each appointing a minimum of two and a maximum of four Committee members. The Committee may call upon additional persons as resource experts.
- 17.03** The Committee will meet at the request of either party, but no less than twice per year. The Committee will be co-chaired.

ARTICLE 18 *

DISCRIMINATION AND HARASSMENT COMPLAINTS

Purpose

- 18.01** All members of the University community are responsible for creating and maintaining a respectful, productive work environment that is free of discrimination and harassment. Discrimination or harassment will not be tolerated.
- 18.02** This Article describes the process for initiating, investigating and resolving discrimination and harassment complaints. It applies to any discrimination or harassment complaint in which the Union or its members are involved as complainant, respondent or witness. This Article does not confer any rights or entitlements upon complainants or respondents who are not covered by this agreement (except as provided under "Appeal of Findings"). Other processes will apply to complainants, respondents or witnesses who are not covered by this Agreement, and may require concurrent processes to address a single complaint.

Guiding Principles

- 18.03** Any allegation of discrimination or harassment is a matter of serious concern. Discrimination and harassment complaints will be addressed and resolved quickly, wherever possible.
- 18.04** Where appropriate, complainants and respondents are encouraged to resolve their differences themselves or with the help of a third party.

18.05 Steps should be taken to minimize disruption to the workplace resulting from a complaint.

18.06 Disciplinary action will be taken if it is determined that deliberately false allegations of discrimination or harassment have been made.

Definitions

18.07 “Discrimination” is any act or omission based on race, religious beliefs, colour, gender, mental or physical disability, marital status, age, ancestry, place of origin, family status, source of income, sexual orientation or political belief, that:

- (a) results in loss of or limit on opportunities to work or fully participate in campus life, and/or
- (b) offends the dignity of the person.

Sexual harassment is a form of gender discrimination.

18.08 “Harassment” is conduct or comment, either one-time or repeated that:

- (a) is demeaning, intimidating, threatening, or abusive, and
- (b) is not trivial or fleeting in nature, and
- (c) causes offence and should have reasonably been expected to offend, and
- (d) serves no legitimate work purpose, and
- (e) undermines authority or respect in the workplace, or impairs work performance, or limits opportunities for advancement or the pursuit of education or research, or creates an intimidating, hostile or offensive work or learning environment.

18.09 “Complainant” is:

- (a) a person who believes they have been a victim of discrimination or harassment and initiates a complaint, or
- (b) the Union or Employer, when either party believes a person(s) has been a victim of discrimination or harassment and initiates a complaint.

18.10 “Respondent” is:

- (a) a person who has been accused of discrimination or harassment by a complainant, or
- (b) the Union or Employer.

18.11 “Case Manager” is:

A person designated by the Employer to coordinate the processing of the complaint and to inform the parties of their obligations.

18.12 “Intake Officer” is:

A person designated by the Employer, endorsed by the Union, and who is skilled in the assessment of discrimination and harassment complaints.

Rules of Application

18.13 Relationship to Other Processes and Articles

(a) If a discrimination or harassment complaint is part of a broader dispute involving the alleged violation of other provisions of the agreement (or emerges during consideration of that broader dispute), then the portion relating to the discrimination or harassment complaint will be addressed under this Article. Discrimination and harassment complaints will not be addressed by the Dispute Resolution Process except where specifically provided by this Article.

(b) Order of Proceedings:

Except for a grievance under clause 18.34, any grievance under this Collective Agreement related to discrimination or harassment, whether in whole or in part, will proceed concurrently with this formal complaint process, unless the grievance or complaint is held in abeyance by agreement of the parties. However, a grievance will not proceed to clause 14.08 (Arbitration) unless the Article 18 process is concluded or the parties have otherwise agreed.

18.14 Confidentiality

Respect for confidentiality is fundamental to the success of the process. All persons involved in a complaint will respect the confidentiality of the complaint and information exchanged through the complaint process. Information relating to the complaint will be disclosed only to the extent necessary to:

- (a) establish interim measures,
- (b) discuss, initiate, investigate and resolve the complaint,
- (c) implement the resolution of the complaint,
- (d) conform to the principles of due process and natural justice,
- (e) satisfy legal requirements, and
- (f) ensure the health and safety of employees in the workplace.

The case manager will be informed immediately of any breach of confidentiality. A breach of confidentiality may constitute misconduct and may result in discipline imposed by the Employer.

18.15 Role of the Union Representative

When representing employees under this Article, the role of the Union Representative is to:

- (a) witness the undertakings,
- (b) advise the employee of his/her rights and obligations,
- (c) facilitate the investigation and resolution of a complaint, and
- (d) act as advocate in appeals and adjudications.

The Union Representative will discharge these responsibilities without impeding the investigation and resolution of a complaint.

18.16 Due Process and Natural Justice

This Article will be interpreted and applied in conformity with the following principles of natural justice and due process:

- (a) the presumption of innocence,
- (b) all involved parties being advised of their rights under this Article,
- (c) employees being entitled to representation by the Union, in accordance with clause 18.15,
- (d) the right to representation for complainants or respondents not represented by the Union,
- (e) the right of respondents to know the identity of the complainant and details of a complaint,
- (f) the timely and objective investigation of complaints,
- (g) protection of involved parties from reprisals or interference in the investigation of complaints for the individuals involved,
- (h) the right of complainants and respondents to be kept informed of the status of a complaint,
- (i) the opportunity for complainants and respondents to present information in support of their positions and to defend themselves against allegations,
- (j) the use of the Reasonable Person Standard,
- (k) the right of complainants and respondents to receive clarification of the investigator's findings, if needed.

Under this Article, the principles of natural justice and due process do not confer any rights upon complainants or respondents to examine or cross-examine witnesses, except at hearings under clauses 18.31 and 18.34.

18.17 Reasonable Person Standard

The Reasonable Person Standard will be applied in assessing the motivations, actions and reactions of a complainant, respondent, or witness to a complaint. The standard refers to how others would reasonably and ordinarily think, feel, act or react under the same conditions and circumstances.

18.18 Concerns with the Process

If a complainant, respondent, the Union or the Employer has a concern with the application of this process, they will inform the intake officer or case manager of their concerns at the earliest opportunity. All parties are expected to attempt resolution of such concerns in ways that allow the process to move forward.

18.19 Witnesses

Witnesses are expected to cooperate with a formal investigation. Witnesses who are required to meet with the investigator are entitled to Union representation.

18.20 Withdrawing a Complaint

A complainant may withdraw his/her complaint at any stage of the process. If this occurs after a formal complaint is initiated, the case manager will:

- (a) explore and document the reasons for withdrawing the complaint with the complainant, and
- (b) refer the matter to the appropriate manager for consideration of remedies, corrective action, discipline or other measures.

18.21 Time Limits

“Days” when used in this Article means working days. Time limits may be extended by agreement of the Union and Employer. Such extensions will be confirmed in writing.

18.22 Receipt of Documents

Any documents to be provided to the complainant or respondent under this Article will be deemed to have been received if personally delivered, couriered or mailed in a pre-paid registered envelope. Where notice is couriered or mailed in a pre-paid registered envelope, it is deemed to have been received within two days of the date of sending.

18.23 Documentation

Except for remedies, discipline and corrective action, there will be no reference to a discrimination or harassment complaint placed on the personnel files of a complainant, respondent or witness.

Informal Resolution

18.24 Complainants are encouraged, as circumstances permit, to work out their differences with respondents in a fair and respectful manner without having to resort to the formal complaint process.

18.25 A complainant is encouraged to make it known at the earliest opportunity to the respondent that the respondent's conduct or comments are unwelcome and not acceptable. The complainant should keep a record of the dates, times and nature of the unwelcome conduct or comments, and the names of any people who may have witnessed the incident(s). The complainant should also keep a record of any action they may have taken to stop the unwelcome conduct or comments.

18.26 A complainant who is uncomfortable about communicating directly with the respondent may seek the help of a trusted person or third party to facilitate discussions and assist with informal resolution.

Formal Complaints

18.27 Procedures for initiating, investigating and resolving formal complaints are described under Appendix G (Formal Complaints and Investigations).

Appeal of Findings

The following provisions apply to appeals of the findings of formal investigations:

18.28 Within ten days of receiving the investigator's report, the Employer or Union may appeal the investigator's findings to a mutually agreeable external adjudicator. If the parties are unable to agree on an adjudicator, an application will be made to the Minister of Labour to appoint an adjudicator. The cost of the adjudication will be shared equally by the parties.

18.29 The party initiating the appeal will include the following information in its notice of appeal:

- (a) the grounds for the appeal (as per clause 18.30),
- (b) the particulars in support of the appeal, and
- (c) whether it is believed a hearing is required.

The initiating party will provide its notice of appeal to the other party, the complainant, the respondent and the adjudicator. The initiating party will provide a copy of the investigator's report to the adjudicator.

18.30 The role of the adjudicator is to determine if either or both of the following has occurred:

- (a) a substantial and fundamental error in process has been made that could not reasonably have been foreseen before the investigator's report was released or was raised but not addressed, or
- (b) the evidence before the investigator does not reasonably support his/her findings.

18.31 The adjudicator will be guided by the parties' desire to resolve inquiries under this Article in a timely, efficient and effective manner, while reducing conflict and stress for those involved, and respecting the dignity of all individuals affected by the process. The adjudicator will:

- (a) review the investigator's final report and the notice of appeal;
- (b) conduct a case management meeting with the parties before proceeding;
- (c) at any time during or following the case management meeting as per clause 18.31 (b), consider whether mediation is appropriate and suggest same to the parties;
- (d) determine if a complainant or respondent who is not covered by this Agreement should have standing in the adjudication process;
- (e) determine whether a hearing is required, and if so, whether new information will be received at the hearing and the nature and scope of that information;
- (f) only conduct a new hearing where the justice of the case may require it;
- (g) give full opportunity for the parties and those with standing to be heard;
- (h) normally only address those grounds expressly raised and particularized in the notice of appeal. Where the adjudicator feels duty-bound to expand beyond those grounds, a case management meeting with the parties must be held before proceeding.

18.32 The adjudicator may:

- (a) confirm the findings of the investigator in whole or in part, or
- (b) refer the matter back to the investigator with direction, or
- (c) make any finding that in his/her opinion ought to reasonably have been made by the investigator.

18.33 The Employer will determine the appropriate remedy(ies), discipline or corrective action(s) no later than ten days after receiving the adjudicator's decision. Within this ten day period, the Employer will notify the Union of any remedy(ies), discipline or corrective action(s) that applies to its members. Remedies will also be considered for respondents who are the victims of false allegations of discrimination or harassment. A breach of confidentiality may be taken into account by the Employer when determining the appropriate remedy(ies), discipline or corrective action(s).

Dispute Resolution Process

- 18.34** (a) Remedies, discipline or corrective actions may be grieved under Article 14 (Dispute Resolution Process) by the Union on behalf of a member who is a complainant or respondent. The dispute will commence at Step Three, and timelines for initiating the dispute will commence from the date the Employer informs the Union of the remedy(ies), discipline or corrective action(s).
- (b) Where the investigator's findings have been the subject of an appeal pursuant to clause 18.28, the parties may mutually agree to appoint the same adjudicator to serve as arbitrator for any related grievance.

ARTICLE 19

REDUCED HOURS LEADING TO RETIREMENT

19.01 For the period immediately preceding retirement, the employee can apply for reduced hours of work (technically, a partial leave without pay). The reduced assignment of hours shall be one of the following options:

Option	Extent of Reduced Hours	Duration	Salary
A.	½ of regular hours (½ LWOP)	2 years	½ salary
B.	⅔ of regular hours (⅓ LWOP)	3 years	⅔ salary
C.	¾ of regular hours (¼ LWOP)	4 years	¾ salary

19.02 During the period of reduced hours of work the full Employer's share of required premium contributions will continue for the following benefit plans as if the employee were on full pay:

- (a) Group Life,
- (b) Supplementary Health Care,
- (c) Dental Care.

- 19.03** Long Term Disability would be based on the reduced hours of work and the premiums paid accordingly. The provisions for part-time employees under the appropriate Part A, B or C will be applied to employees electing this program.
- 19.04** Salary will be reduced commensurate with the reduction in hours of work. Unless unusual circumstances exist, the employee can elect to establish the years with reduced hours as full years of pensionable service. Full salary, as adjusted for negotiated salary increases, rather than the reduced salary would then be used in calculating the pension payable at the end of the partial leave when the employee retires and begins to draw a pension. Should the employee elect to establish the leave period as pensionable service under that plan, the Employer and the employee shall make the appropriate contributions calculated on the basis of unreduced salary rate.
- 19.05** Except as noted in clause 19.04 above, the provisions of the Leave Without Pay articles of Common Provisions or Part C respecting applications for leave will apply to arrangements for reduced hours of work pursuant to this Article. Once a leave agreement for reduced hours of work and election to retire is approved by the Employer pursuant to this Article, the agreement cannot be amended or rescinded except by mutual agreement between the parties.
- 19.06** The program is considered a leave, subject to the usual provisions. Each case will require approval by the Dean, Director or Trustholder and Human Resources. Once a leave agreement is concluded it becomes binding on the employee and the Employer.
- 19.07** In order to be eligible, the employee must:
- (a) propose a retirement date within the term of the collective agreement or within the four year period beyond its expiry date, and
 - (b) be eligible to retire on the proposed date (i.e., be 55 years of age with a minimum of two years pensionable service), and
 - (c) have been employed by the Employer for a minimum of 36 consecutive months at the time that reduced hours commence, and
 - (d) meet any other restrictions imposed by the Public Service Pension Plan or Canada Revenue Agency.

ARTICLE 20 *

SERVICE

Regular and Auxiliary Salary Employees (Operating or Trust)

- 20.01** Service means cumulative employment of an employee and will be established from the first day of hire and computed on the basis of calendar months of employment, subject to the provisions of this Article.

- 20.02** The change to service calculations for Auxiliary Salary employees will be effective on June 29, 2016. There will be no retroactive application of this change.
- 20.03** Approved leave with pay, time on LTD, Common Provisions Article 9 (Workers' Compensation Supplement), and leaves as per Part A Article 18 or Part B Article 11 (Maternity and Parental Leave), and leave as per Common Provisions clause 22.03 (Leave Without Pay – Union Official) for any duration will be counted as service.
- 20.04** Approved leave without pay and time on continuous layoff of more than one calendar month will not be counted as service; however, for the sole purpose of reinstatement of illness only (Part A clause 16.08 or Part B clause 9.08) approved leave without pay will count as service.
- 20.05** A Recurring employee who works during their inactive period will have their service adjusted in accordance with clause 20.10 (a) and 20.10 (b).
- 20.06** A Regular employee will forfeit his/her service when s/he:
- (a) voluntarily resigns, including position abandonment;
 - (b) retires;
 - (c) is dismissed for just cause;
 - (d) fails to return to work within ten days of receipt of notice of recall;
 - (e) is laid off for a period of more than 24 consecutive calendar months; or
 - (f) is terminated on probation.
- 20.07** An Auxiliary Salary employee will forfeit his/her service when s/he:
- (a) voluntarily resigns, including position abandonment;
 - (b) retires;
 - (c) is dismissed for just cause;
 - (d) has a break in employment of more than four months; or
 - (e) is terminated on probation.
- 20.08** Where an employee moves from a position under Part A, B or C of this Agreement to a position under Part A, B or C of this Agreement, s/he will bring his/her service with him/her, subject to clause 20.06, 20.07 or 20.13 respectively.
- 20.09** Where an apprentice (other than Supplemental Tradespersons), having completed his/her apprenticeship, becomes a regular journeyman or regular

employee in another job title, his/her apprentice employment time will count as service.

Casual and Auxiliary Hourly Employees (Operating or Trust)

20.10 Calculating Service

- (a) Hours worked are divided by 142 to arrive at the number of months. These hours will be used to establish a service date when needed.
- (b) Partial months are rounded to the nearest whole.
- (c) Casual and Auxiliary Hourly employees earn service based on their hours worked (exclusive of the premium paid on overtime, vacation and paid holidays).
- (d) When the status of a Casual or Auxiliary Hourly employee changes to Regular or Auxiliary Salary, a service date is calculated based on hours worked, exclusive of overtime, the premium paid on overtime, vacation and paid holidays.

20.11 No employee may have a service date prior to his/her start date, or prior to any break of four months.

20.12 Hours worked as a casual or student prior to July 1, 2006, do not contribute to hours worked.

20.13 A Casual or Auxiliary Hourly employee will forfeit his/her service when s/he:

- (a) voluntarily resigns, including position abandonment;
- (b) is dismissed for just cause;
- (c) has a break in employment of more than four months; or
- (d) is terminated on probation.

ARTICLE 21 *

DISCIPLINE

21.01 (a) The Employer follows a progressive process of discipline. The Employer may discipline, demote or dismiss an employee for just cause.

- (a) Discipline should be administered in a timely manner and maintain the employee's dignity and self-respect. Therefore, managers and supervisors should first meet with employees to communicate concerns about an employee's performance or conduct. Written correspondence in any form may be used as a follow up to an in-person meeting.

21.02 Non-Disciplinary Actions

The following circumstances do not constitute disciplinary actions:

(a) **Coaching**

When there are concerns about an employee's performance or conduct, the in-scope supervisor or manager will, as part of the ongoing process of performance management, meet with the employee and make every reasonable effort to clarify expectations, address issues or provide guidance to assist the employee to correct the problem.

(b) **Letter of Counselling**

An in-scope supervisor or a manager may give an employee a letter of counselling designed to improve the employee's performance or conduct, which outlines performance expectations. The employee may provide a written rebuttal to the Employer's letter of counselling within a reasonable time. Neither the letter of counselling nor the rebuttal will be placed on the employee's Personnel File.

Supervisors and employees are encouraged to share feedback on progress towards meeting the expectations identified in the counselling letter.

By employee written request, counselling letters more than two years old will be cleared from the supervisor's employee file if no further counselling letters, adverse reports or disciplinary actions have been submitted.

(c) **Relief of Duty with Pay**

An employee may be relieved of duty with pay during an investigation that may lead to discipline and the attendance of the employee at work would hinder the investigation.

21.03 Pre-Disciplinary Actions

(a) **Consultation with Human Resource Services**

Managers will consult with Human Resource Services prior to conducting any investigation or taking any disciplinary action.

(b) **Investigation**

If a Manager is considering disciplinary action, an investigation into the matter may be necessary to ascertain all the relevant facts prior to making final disciplinary determination. If an employee is required to attend an investigation interview and it could potentially result in subsequent disciplinary action being taken against that employee, s/he will be entitled to have a Union Representative in attendance and the Employer will inform the employee of this right.

21.04 Employee Right to Representation

An employee has the right to have a Union Representative present during any investigation interview or disciplinary meeting.

21.05 An employee notified of an investigation interview or formal disciplinary meeting, and who then makes a claim under Article 16 Part A, Article 9 Part B or Article 13 Part C (Illness and Proof of Illness) will have no extraordinary rights under this Article.

21.06 Disciplinary Actions and Due Process

The progressive discipline process outlined below provides for increasingly serious actions to be taken by the Employer if a problem with an employee's conduct or performance is not resolved after using the appropriate non-disciplinary actions. The process is increasingly important as the employee's service with the Employer lengthens. The Employer will follow this process in sequential order, except when the particular circumstances of a case justify moving immediately to a more serious action.

(a) Disciplinary Meeting

- (i) When the Employer has made a determination that an employee will be disciplined, the employee will be notified that a meeting will be convened specifically for that purpose. The Employer will also advise the employee of his/her right to Union representation.
- (ii) Prior to taking any disciplinary action, the Employer will discuss the proposed action with the Union Representative.
- (iii) The Employer will hold a disciplinary meeting with the employee.

(b) Written Reprimand

A written reprimand given to an employee by the Employer will include reasons for the reprimand and expectations for future performance or conduct.

(c) Suspension Without Pay

Where a suspension without pay is given to an employee, the Employer will provide written reasons to the employee including the length and time of the suspension, and expectations for future performance or conduct.

(d) Demotion

Where an employee is demoted, the Employer will provide written reasons to the employee including expectations for future performance or conduct.

(e) Dismissal

Where an employee is dismissed, the Employer will provide written reasons to the employee.

(f) **Employee Written Rebuttal**

The employee may provide a written rebuttal to the Employer of any disciplinary action taken.

21.07 Access to Dispute Resolution Process

The employee will have the right to apply Common Provisions Article 14 (Dispute Resolution Process) following any disciplinary action.

21.08 Notification If Employee Unavailable For Disciplinary Meeting

If the employee is unavailable for a disciplinary meeting, the notification of discipline will be deemed received if personally delivered or mailed by prepaid registered mail. When the notice is mailed, it will be deemed received within five days of the date of mailing.

21.09 Employee Review of Personnel File

By written request, an employee will be entitled to examine the contents of his/her Personnel File in Human Resources during regular hours of work. By employee written request, adverse reports and disciplinary actions more than two years old will be cleared from the employee's Personnel File if no further adverse reports or disciplinary actions have been submitted.

21.10 Apprentices

For apprentices this Article will not apply to the conclusion of the employment relationship which arises either by the conclusion of the apprenticeship program or the failure on the part of the apprentice to meet the requirements of the *Apprenticeship and Industry Training Act or Regulations*, including but not limited to the requirements to attend trade school, and no grievance will be filed on account thereof.

ARTICLE 22 *

LEAVE WITHOUT PAY

22.01 Where an employee applies for a leave of absence without pay, it will be granted subject to approval of the Employer.

22.02 An employee may be granted leave of absence without pay to seek election for political office at the local, provincial or federal level. The leave period and other leave arrangements will be appropriate to the circumstances as approved by the Employer.

22.03 An employee elected to a political office at the provincial or federal level may request a full time leave of absence without pay to fulfil their elected responsibilities.

- (a) Full time leave without pay or benefits will be granted for the first term of office.
- (b) Upon the end of the first term in office, the employee will within one month notify the University of their desire to return to the University.
- (c) The employee will be placed on the recall list in accordance with Part A clause 20.05 (c) (iv) or Part B clause 15.06. No other terms of Article 20 will apply.

22.04 Upon written request, an elected Union official will be granted a leave of absence without pay. At the request of the Union, the Employer will continue all salary and benefits during the period of leave and invoice the Union, or place the employee on a leave of absence without pay or benefits for the duration of the leave.

ARTICLE 23

UNIVERSITY CREDIT COURSES

23.01 After one year of service, and on the recommendation of the Department Head/Trustholder, full-time employees will have tuition fees remitted for University of Alberta credit courses on the following basis:

- (a) The Employer will remit fees to a maximum of 18 units of course weight in an academic calendar year of which up to 12 units of course weight can be taken in the Fall and Winter terms.
- (b) Remission of fees will include only instructional fees and will not cover books, supplies and other costs. An employee approved for tuition fees is not required to prepay the fees.
- (c) A maximum of three units of course weight per term (Fall, Winter, Spring, Summer) may be taken during the employee's regular hours of work on the recommendation of the Department Head/Trustholder and on the mutual understanding that the employee's job requirements are fully met. Make up time arrangements between the Department Head/Trustholder and the employee will be finalized before approval will be granted. An employee on approved absence during regular hours of work to attend a course is not eligible for overtime compensation until the equivalent of working time missed has been made up.
- (d) A separate request for remission must be provided for each academic session.
- (e) Employees are responsible for registration and providing proof of registration.

- (f) Approval of subsequent credit courses is contingent upon evidence of completion being submitted to the Department Head/Trustholder.

23.02 Part-time Employees

The provisions of this Article will apply; however, clauses 23.01 (a) and (c) will be amended as follows:

- (a) a part-time employee will have tuition fees remitted for three units of course weight in an academic calendar year, and
- (b) course (s) will be taken outside a part-time employee's normally scheduled hours of work.

23.03 This Article will also apply to employees at locations other than Edmonton.

- 23.04** (a) When tuition remission has been approved and the employee is then advised that s/he is to be laid off, s/he will have the right to proceed with the learning opportunity regardless of its commencement date and the Employer will honor all approved reimbursement.
- (b) Subject to mutual agreement between the parties, individual limits for tuition remission may be waived for employees on layoff status or about to be laid off.

- 23.05** (a) No employee will have access to tuition remission once s/he has left the employ of the Employer, subject to clause 23.04.
- (b) When a credit course has commenced prior to the effective date of an employee's resignation or dismissal, the employee will not be required to repay any portion of the approved tuition remission to the Employer.
- (c) When the credit course is to commence on or after the effective date of an employee's resignation or dismissal, the employee will either drop the course or assume full responsibility for the tuition.

ARTICLE 24

HUMAN RESOURCES DEVELOPMENT FUND

24.01 The Employer and the Union are committed to learning and development for Support Staff. As part of this commitment, the Employer has established a Human Resources Development Fund (the Fund). As of April 1st of each year, the Fund will be allocated \$400,000 to be administered by the Manager, Organizational Health and Effectiveness.

24.02 The primary purpose of the Fund is to enable employees to access learning opportunities (courses, workshops, seminars, in-school apprenticeship training or programs).

- (a) The Fund does support opportunities that will:
 - (i) enhance their capacity to perform work, or
 - (ii) prepare for an expanded or different role.
- (b) The Fund does not support:
 - (i) general interest courses (e.g., hobbies, crafts, recreational memberships),
 - (ii) job-specific training required for the employee's current role,
 - (iii) training required by legislation for the employee's current role,
 - (iv) University of Alberta credit courses (Article 23).

24.03 The parties encourage discussion between the employee and his/her supervisor, as part of the on-going performance management process, to identify learning and development plans and potential learning opportunities where the Fund may apply.

- 24.04**
- (a) A Regular or Auxiliary employee will be entitled to a maximum of \$750 per fiscal year to fund learning opportunities which meet the criteria outlined in clause 24.02.
 - (b) A Casual Level 2 employee will be entitled to a maximum of \$500 per fiscal year to fund learning opportunities which meet the criteria outlined in clause 24.02.
 - (c) Funding will include reimbursement for registration and course fees, course materials, examination fees and, where applicable, reasonable out-of-town expenses for travel, meals and accommodation, but will not normally cover membership fees.
 - (d) There will be no carry over of any unused portion of an employee's maximum entitlement to a subsequent fiscal year.

24.05 A Regular employee may request permission to use his/her future annual entitlements to a maximum of \$1,500 for:

- (a) A specific program of studies offered by an approved post-secondary institution where the program is part of a long term learning plan that, in the judgment of the employee in consultation with his/her supervisor, meets the criteria outlined in clause 24.02.

Where the identical program of studies is available at the University of Alberta, the employee will access that program.
- (b) Attendance at a major international conference that, in the judgment of the employee in consultation with his/her supervisor, is of mutual benefit to the employee and the work unit.

Where such program or conference is approved under this Article, the employee will not be eligible for funding in the following fiscal year.

24.06 Learning opportunities under this Article may be accessed during an employee's regular hours of work, subject to the approval of his/her supervisor. Where the learning opportunity is of mutual benefit to the employee and the department, the time off will be with pay. In other cases, make up time arrangements between the employee and the department will be finalized prior to approval being granted. An employee on an approved absence during regular hours of work is not eligible for overtime compensation until the equivalent of working hours missed have been made up.

24.07 (a) The employee will pay course fees directly to the applicable institution or University of Alberta department concerned and be reimbursed through the Fund upon providing proof of payment. Where a department pays on behalf of an employee, the department will be reimbursed through the Fund.

(b) When an employee cancels, fails to attend or complete an approved learning opportunity without legitimate reasons, s/he will be fully responsible to reimburse the Fund for all costs associated with the cancellation.

(c) All receipts for reimbursement must be submitted no later than 45 calendar days after the scheduled learning event. If receipts are not received in this time frame reimbursement will not be made. The previously approved funds will be made available to other applicants.

24.08 (a) When funding has been approved and the employee is then advised that s/he is to be laid off, s/he will have the right to proceed with the learning opportunity regardless of its commencement date and the Employer will honour all approved reimbursement.

(b) Subject to mutual agreement between the parties, individual limits for this funding may be waived for employees on layoff status or about to be laid off.

24.09 (a) No employee will have access to the Fund once s/he has left the employ of the Employer, subject to clause 24.08.

(b) When an approved learning opportunity has commenced prior to the effective date of an employee's resignation or dismissal, the employee will not be required to repay any portion of the approved reimbursement to the Employer.

(c) When an approved learning opportunity is to commence on or after the effective date of an employee's resignation or dismissal, the employee will either cancel the training or fully repay to the Employer all monies already paid on his/her behalf. The employee will be fully responsible for all costs associated with the cancellation.

24.10 Where, by June 30, utilization figures indicate that there is an unused portion of the Fund, the Learning and Development Committee (HRDF) will jointly agree to

use the unused portion to fund the development of learning opportunities for employees during the next fiscal year.

- (a) The Terms of Reference for the Learning and Development Committee (HRDF) are described in Common Provisions Appendix E.
- (b) The committee has the authority to make decisions regarding strategic disbursements of the funds.

ARTICLE 25

COLLECTIVE BARGAINING

25.01 Notice to Commence Collective Bargaining

- (a) Either party may give the other notice in writing of its intention to commence bargaining with a view to striking a new Agreement, not less than 60 nor more than 120 days prior to the expiry date of this Agreement. At the first meeting between the parties following such notice, the parties will simultaneously exchange their respective total proposal, whereupon neither party will table any further new and unrelated proposal except by mutual agreement. Notwithstanding the above, the parties may, by mutual agreement, adopt a different procedure.
- (b) Any notice required to be given will be deemed to have been significantly given or served if personally delivered or mailed in a prepaid registered envelope. Where notice is mailed in a prepaid registered envelope addressed to the appropriate party, it is deemed to have been received within two days of the date of mailing.
- (c) Notice for the purpose of this Agreement will be addressed in the case of the Employer, to the AVP (HR), or in the case of the Union to the Director of Operations, Non-Academic Staff Association.

25.02 Composition and Mandate of the Negotiating Committee

- (a) Where notice to commence collective bargaining has been served by either party, a negotiating committee will be appointed normally consisting of four persons appointed by the Employer and four persons appointed by the Union.
- (b) The negotiating committees will be appointed for the purpose of negotiating terms and conditions of employment for the Consolidated Collective Agreement (i.e., Common Provisions, Part A, Part B and Part C).

25.03 Collective Bargaining Process

- (a) The specific bargaining process undertaken and any issues of procedure will be determined prior to the formal commencement of negotiations. The parties agree that an interest-based approach to collective bargaining is supported as one viable method for collective bargaining.
- (b) Collective bargaining and disputes will be governed in accordance with the provisions of the *Public Service Employee Relations Act* or as otherwise may be agreed to between the parties.
- (c) The Employer agrees to provide to the Union such available statistical information relating to employees in the bargaining unit and pertaining to the provisions of the Consolidated Collective Agreement, provided the release of the information is not in violation of any legislation and provided the cost involved is borne by the Union, at the option of the Employer.

25.04 Conclusion of an Agreement

- (a) The negotiating committees will consider the proposals and, within a period of three months from the date of the notice, or such longer period as mutually agreed upon by the parties, will transmit its report to the Employer and to the membership of the Non-Academic Staff Association and its report will contain:
 - (i) its recommendations for settlement of the proposals, and
 - (ii) the proposals on which the parties are in dispute, if any.
- (b) Within 14 days of the receipt of the report of the negotiating committees, the Employer and the Executive of the Union will each advise the other party whether the recommendations are in whole or in part accepted or rejected.
- (c) Where the recommendations have been made by the negotiating committees covering all proposals and where such recommendations are accepted by both the Employer and the Union, the recommendations are binding on both parties and they will give effect to them in accordance with the terms of a written agreement, to be executed by the parties.

**Salary Scales
Hourly Salaries**

Appendix A

**Operating/Trust/ESL* - Hourly Salaries
(Effective April 1, 2016)**

GRADE	STEP																
	1	1.5	2	2.5	3	3.5	4	4.5	5	5.5	6	6.5	7	7.5	8	8.5	9
1	15.20	15.52	15.79	16.07	16.33	16.63	16.89	17.20	17.51	17.80	18.13	18.45	18.75	19.07	19.39	19.74	20.08
2	16.43	16.72	17.00	17.32	17.63	17.95	18.27	18.54	18.88	19.24	19.57	19.95	20.23	20.58	20.94	21.30	21.66
3	18.07	18.38	18.67	19.01	19.35	19.69	20.03	20.40	20.75	21.13	21.47	21.84	22.23	22.63	23.04	23.44	23.84
4	19.69	20.04	20.40	20.75	21.13	21.49	21.85	22.23	22.58	23.04	23.44	23.85	24.27	24.68	25.08	25.56	25.99
5	21.49	21.91	22.28	22.71	23.10	23.52	23.94	24.37	24.78	25.27	25.73	26.18	26.63	27.14	27.58	28.10	28.60
6	23.33	23.97	24.39	24.90	25.33	25.79	26.27	26.77	27.25	27.76	28.28	28.82	29.32	29.89	30.45	30.98	31.52
7	25.62	26.12	26.58	27.09	27.59	28.16	28.68	29.27	29.78	30.36	30.94	31.51	32.11	32.74	33.35	33.98	34.59
8	27.71	28.25	28.82	29.35	29.90	30.49	31.04	31.70	32.29	32.95	33.56	34.22	34.93	35.60	36.27	36.93	37.63
9	29.96	30.54	31.17	31.79	32.45	33.09	33.73	34.43	35.07	35.79	36.51	37.25	37.98	38.75	39.49	40.26	41.07
10	32.24	32.94	33.57	34.27	35.00	35.74	36.43	37.21	37.93	38.74	39.50	40.34	41.13	42.03	42.86	43.73	44.62
11	34.55	35.28	36.04	36.80	37.56	38.34	39.14	40.01	40.82	41.68	42.52	43.44	44.34	45.28	46.23	47.15	48.15
12	36.81	37.62	38.40	39.28	40.11	40.98	41.85	42.76	43.64	44.62	45.56	46.52	47.51	48.54	49.56	50.63	51.67
13	40.36	41.47	42.35	43.32	44.26	45.27	46.28	47.27	48.30	49.38	50.43	51.53	52.67	53.82	54.99	56.21	57.42
14	44.01	45.02	45.99	47.08	48.15	49.25	50.31	51.48	52.63	53.81	55.01	56.26	57.53	58.81	60.08	61.43	62.77
15	47.55	48.70	49.78	50.97	52.13	53.36	54.57	55.83	57.12	58.42	59.77	61.14	62.55	63.97	65.39	66.90	68.40
PeopleSoft**	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17

* Part C ESL Instructors are paid at grade 9. ESL annual salaries are in Part C, Appendix A.

** Steps in PeopleSoft for administrative ease only.

Note: Provided the trade certification is required in the job fact sheet, tradespersons recognized on the Government of Alberta's List of Compulsory and Optional Certification Trades will be paid in accordance with the appropriate grade of base pay, beginning at Step 7.

Note: For Class III Steam Engineers employed in the Power Plant and the Cooling Plant (Operator IIs), see Part A Appendix F for applicable salary treatment

**Salary Scales
Monthly (35 Hours)**

Appendix A

**Operating/Trust - Monthly Salaries (35 Hrs)
(Effective April 1, 2016)**

GRADE	MONTHLY - 35 Hours/Week																
	1	1.5	2	2.5	3	3.5	4	4.5	5	5.5	6	6.5	7	7.5	8	8.5	9
1	2305.05	2333.25	2395.00	2436.76	2476.93	2521.91	2562.05	2608.65	2655.23	2700.21	2749.99	2798.18	2843.17	2892.96	2941.16	2994.17	3045.56
2	2491.38	2536.36	2578.13	2626.32	2674.50	2722.70	2770.88	2812.64	2864.06	2918.66	2968.46	3026.29	3088.05	3121.05	3175.67	3230.30	3284.90
3	2740.36	2786.94	2831.92	2883.33	2934.73	2986.12	3037.53	3093.75	3146.75	3204.58	3255.98	3312.21	3371.64	3432.68	3493.72	3554.75	3615.80
4	2986.12	3039.14	3093.75	3146.75	3204.58	3259.20	3313.81	3371.64	3424.64	3493.72	3554.75	3617.41	3681.66	3742.70	3803.74	3876.03	3941.87
5	3259.20	3323.45	3379.67	3443.92	3503.36	3567.62	3630.26	3696.11	3758.76	3832.65	3901.72	3970.79	4038.25	4116.97	4182.83	4261.54	4337.03
6	3569.21	3635.08	3699.32	3776.42	3842.29	3911.36	3983.64	4060.74	4133.03	4210.13	4288.85	4370.76	4446.26	4533.00	4618.14	4698.46	4780.36
7	3885.66	3961.15	4031.83	4108.93	4184.44	4271.18	4349.88	4439.84	4516.94	4605.28	4692.02	4778.77	4870.33	4965.10	5058.25	5153.03	5246.20
8	4202.11	4284.02	4370.76	4451.07	4534.61	4624.56	4708.09	4807.68	4897.63	4997.22	5090.39	5189.99	5297.60	5398.81	5501.60	5601.19	5707.21
9	4544.25	4632.59	4727.36	4822.12	4921.73	5018.11	5116.08	5222.11	5318.48	5427.71	5536.94	5649.39	5760.22	5877.48	5989.93	6105.58	6229.26
10	4889.60	4995.61	5092.00	5198.01	5308.84	5421.29	5525.70	5642.95	5752.18	5875.87	5991.52	6118.42	6237.30	6373.83	6500.73	6632.45	6767.38
11	5239.78	5350.61	5466.27	5581.92	5695.97	5814.84	5936.91	6068.63	6190.71	6320.82	6449.33	6589.08	6725.61	6866.97	7011.53	7151.28	7302.27
12	5583.52	5705.61	5824.47	5957.80	6083.09	6214.80	6346.52	6484.66	6617.98	6767.38	6910.33	7054.90	7205.89	7361.70	7515.90	7678.15	7837.18
13	6152.16	6290.30	6423.62	6569.80	6712.77	6865.36	7019.56	7168.95	7324.76	7488.61	7649.25	7814.69	7988.16	8163.26	8339.94	8524.68	8709.40
14	6674.21	6828.42	6974.59	7140.04	7302.27	7469.34	7629.97	7808.27	7981.75	8161.64	8343.16	8527.70	8725.47	8919.83	9121.59	9316.59	9520.58
15	7212.32	7385.79	7549.65	7731.17	7906.25	8092.59	8275.71	8466.85	8662.82	8860.40	9064.40	9273.22	9486.86	9702.11	9917.34	10147.04	10373.53

*Steps in Peoplesoft for administrative ease only.

Appendix A

**Salary Scales
Monthly (37.5 Hours)**

**Operating Trust - Monthly Salaries (37.5 Hrs)
(Effective April 1, 2016)**

GRADE	STEP																
	1	1.5	2	2.5	3	3.5	4	4.5	5	5.5	6	6.5	7	7.5	8	8.5	9
1	2469.70	2521.33	2566.08	2610.82	2653.85	2702.04	2745.06	2794.97	2844.88	2893.07	2946.42	2998.06	3046.25	3099.60	3151.22	3208.02	3263.11
2	2669.34	2717.33	2762.26	2813.90	2865.53	2917.17	2968.79	3013.54	3068.62	3127.13	3180.49	3242.44	3287.20	3343.99	3402.50	3461.02	3519.53
3	2936.10	2986.01	3034.19	3089.27	3144.34	3199.41	3254.49	3314.73	3371.52	3433.47	3488.56	3548.80	3612.47	3677.86	3743.27	3808.67	3874.06
4	3199.41	3256.22	3314.73	3371.52	3433.47	3491.99	3550.51	3612.47	3669.26	3743.27	3808.67	3875.79	3944.63	4010.03	4075.43	4152.88	4223.44
5	3491.99	3560.83	3621.07	3689.92	3753.59	3822.43	3889.57	3960.12	4027.25	4106.41	4180.41	4254.42	4326.71	4411.03	4481.60	4565.92	4646.82
6	3824.16	3894.72	3963.56	4046.18	4116.74	4190.74	4268.19	4350.80	4428.25	4510.86	4595.19	4682.96	4763.85	4856.78	4948.00	5034.05	5121.82
7	4163.20	4244.09	4319.82	4402.44	4483.32	4576.25	4660.39	4756.96	4839.58	4934.23	5027.16	5120.10	5218.21	5319.74	5419.56	5521.10	5620.93
8	4502.25	4590.02	4682.96	4769.01	4858.50	4954.88	5044.37	5151.08	5247.46	5354.16	5453.98	5560.69	5676.01	5784.42	5894.57	6001.28	6114.86
9	4868.82	4963.49	5065.03	5166.57	5273.28	5376.54	5481.53	5595.12	5698.37	5815.40	5932.43	6052.91	6171.67	6297.30	6417.76	6541.68	6674.21
10	5238.86	5352.45	5455.72	5569.31	5688.05	5808.52	5920.40	6046.02	6163.06	6295.58	6419.49	6535.45	6682.81	6829.10	6965.06	7106.19	7250.75
11	5614.05	5732.79	5856.71	5980.62	6102.83	6230.18	6360.98	6502.11	6632.91	6772.31	6909.99	7059.72	7206.01	7357.45	7512.36	7662.09	7823.87
12	5982.35	6113.15	6240.51	6383.35	6517.59	6658.72	6799.84	6947.85	7090.70	7250.75	7403.93	7558.82	7720.61	7887.54	8052.77	8226.59	8396.97
13	6591.60	6739.61	6882.44	7039.06	7192.24	7355.75	7520.96	7681.01	7847.96	8023.51	8195.61	8372.87	8558.75	8746.35	8935.66	9133.57	9331.51
14	7150.93	7316.15	7472.77	7650.04	7823.87	8002.86	8174.96	8366.00	8551.86	8744.61	8939.10	9142.19	9348.72	9556.96	9765.48	9982.05	10200.63
15	7727.49	7913.36	8088.91	8283.38	8470.98	8670.62	8866.82	9071.62	9281.59	9493.28	9711.84	9935.58	10164.48	10395.11	10625.72	10871.83	11114.51
Peoplesoft*	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17

* Steps in Peoplesoft for administrative ease only.

**Salary Scales
Monthly (40 Hours)**

Appendix A

**Operating Trust - Monthly Salaries (40 Hrs)
(Effective April 1, 2016)**

GRADE	MONTHLY - 40 Hours/Week																
	1	1.5	2	2.5	3	3.5	4	4.5	5	5.5	6	6.5	7	7.5	8	8.5	9
1	2634.34	2689.42	2737.15	2784.88	2830.77	2882.17	2928.08	2981.30	3034.55	3085.95	3142.86	3197.93	3249.33	3306.24	3361.31	3421.89	3480.64
2	2847.30	2898.69	2946.42	3001.50	3056.57	3111.65	3166.73	3214.45	3273.19	3335.62	3392.51	3458.61	3506.35	3566.93	3629.34	3691.74	3754.18
3	3131.85	3185.07	3236.48	3295.22	3353.96	3412.72	3471.45	3535.71	3596.29	3662.39	3721.13	3783.38	3853.30	3923.06	3992.83	4062.59	4132.34
4	3412.72	3473.29	3535.71	3596.29	3662.39	3724.80	3787.22	3853.30	3913.89	3992.83	4062.59	4134.18	4207.60	4277.38	4347.12	4429.73	4505.00
5	3724.80	3798.23	3862.48	3935.92	4003.84	4077.27	4148.86	4224.13	4295.72	4380.17	4459.12	4538.05	4615.15	4705.10	4780.36	4870.33	4956.60
6	4079.11	4154.37	4227.81	4315.93	4391.18	4470.13	4552.74	4640.85	4723.47	4811.59	4901.53	4995.15	5081.44	5180.58	5277.86	5369.67	5463.28
7	4440.74	4527.04	4607.82	4695.94	4782.20	4881.34	4971.30	5074.09	5162.21	5263.19	5362.32	5461.46	5566.10	5674.39	5780.88	5889.18	5995.67
8	4802.40	4896.03	4995.15	5086.95	5182.41	5285.22	5380.68	5494.49	5597.29	5711.11	5817.58	5931.41	6054.40	6170.05	6287.56	6401.36	6522.53
9	5193.42	5294.38	5402.70	5511.02	5624.83	5734.98	5846.96	5968.12	6078.27	6203.10	6327.93	6456.44	6583.10	6717.12	6845.63	6977.80	7119.16
10	5588.12	5709.28	5819.43	5940.59	6067.25	6195.77	6315.09	6449.10	6573.94	6715.28	6847.46	6992.49	7128.33	7284.38	7429.39	7579.94	7734.14
11	5988.31	6114.99	6247.16	6379.32	6509.68	6645.53	6785.05	6935.57	7075.09	7223.80	7370.65	7530.37	7686.41	7847.96	8013.18	8172.90	8345.46
12	6381.17	6520.69	6656.53	6808.91	6952.10	7102.64	7253.17	7411.05	7563.41	7734.14	7897.53	8062.74	8235.31	8413.38	8589.62	8775.03	8956.77
13	7031.05	7188.92	7341.29	7508.33	7671.73	7846.13	8022.36	8193.09	8371.16	8558.40	8741.98	8931.07	9129.34	9329.44	9531.37	9742.48	9953.60
14	7627.66	7803.90	7970.95	8160.05	8345.46	8536.37	8719.95	8923.72	9121.99	9327.60	9535.04	9751.67	9971.97	10194.10	10414.38	10647.53	10880.67
15	8242.65	8440.92	8628.17	8835.60	9035.71	9248.66	9457.94	9676.40	9900.36	10126.17	10359.31	10597.96	10842.12	11088.10	11334.11	11596.63	11855.48

* Steps in PeopleSoft for administrative eas only.

APPENDIX B1
Letter of Understanding
Support Staff Benefits Committee
Terms of Reference and
Agreement Respecting Benefits Cost Management

Section 1 – Core Philosophy

1. NASA and the University of Alberta have a common objective of supporting both individual and organizational health at the University of Alberta. Benefit plans play an important role in the objective.
2. The benefit plans for NASA members are an important component of their total compensation. The objectives are to ensure comprehensive protection arising from loss of life, disability and loss of health, proactive support to achieve health, valued benefit coverage, tax effective delivery, and financial sustainability of the benefit plans.
3. The University and NASA recognize that the cost of benefit plans for support staff and their dependants is an important investment in health and productivity. Both parties are committed to developing strategies for effective joint management of the benefit plans so that they continue to be financially sustainable over the longer term.
4. The support staff benefit plans are a strategic component of the University's health and wellness strategy (including "Becoming the Healthiest University in Canada", as recommended by the Senate in 2003), which is designed to support achievement of the University's mission.
5. The benefit plans are important resources for non-academic staff in the attainment of their personal health and welfare.
6. The benefit plans will continue to evolve and be responsive to the changing needs of the members. The following will be key factors for consideration of the direction of the benefit coverage:
 - (a) The benefit plan design will reflect the importance of providing sufficient member coverage for catastrophic events. Catastrophic coverage includes coverage to protect against infrequent events which can occur suddenly and can dramatically affect the support staff member and/or family's financial independence and quality of life.

Some examples of this include life insurance protection in the event of a death, long term disability insurance in the event of extended illness, coverage for prescription drugs not provided under provincial medicare or

other agencies such as the Alberta Cancer Board, financial assistance for medical aids and home adaptation expenses required as a result of permanent disability and out-of-country emergency medical and hospital benefits in the event of an accident or illness.

- (b) In addition, the benefit plan design will provide suitable coverage for medically necessary health related supplies and services which are prescribed and delivered by a medical professional in support of a medical condition or disease.

Some examples of medically necessary supplies and services include drugs requiring a prescription, physiotherapy services in response to an acute condition, and inside Canada hospital and ambulance benefits.

- (c) Once catastrophic and medically necessary coverages have been considered, the plan may then focus on the funding of incidental and discretionary supplies and services. This includes health related supplies and services chosen by an individual for supportive or proactive care which do not present a high level of financial risk to the support staff member and/or family and may assist the maintenance of the quality of life.

Some examples of these discretionary expenses include laser eye surgery, private hospital rooms, smoking cessation products, paramedical services for proactive health care, such as massage therapy, and dental veneers.

- (d) The plan design would strive to meet the diverse needs of the benefit plan participants over time, and could result in consideration of some flexibility and individual choice for certain benefits. This could also include the introduction of product and pricing partnerships with specific health service providers (for example, frames and lenses providers).
- (e) There will be complete cost/benefit analysis of the short and long term financial, administrative and employee and organizational health implications of any benefit plan changes.
- (f) The benefit plans should deliver tax effective value for cost to the participants of the plan, and maintain a reasonable level of administrative costs.

Section 2 – Guiding Principles

1. The parties acknowledge a shared responsibility between NASA, the University and individual staff members (including their families) for financial sustainability and judicious use of the benefit plans.
2. The University and NASA acknowledge responsibility to provide opportunities for non-academic staff to better understand the complex and interrelated issues which impact on employee benefit plan costs and their effective management.

3. The University and NASA acknowledge responsibility to educate and support non-academic staff in taking actions to improve their health and well-being thereby impacting both the benefit plans and the overall health care system.
4. NASA and its members acknowledge that there is a degree of individual accountability to become more knowledgeable and responsible as health care and benefit plan consumers, as benefit plan costs are directly linked to negotiations regarding future total compensation levels.
5. The University and NASA recognize that benefit plans are supportive in nature, and need to continue to evolve to be more preventative and responsive by adapting to the changing needs of our employees/members, as they move through their respective work and life cycles.

Section 3 – The Support Staff Benefits Committee

1. The committee will consist of three representatives (and one alternate) from each of the parties. The committee will have two alternating chairs with one representing each party. The parties may, by mutual agreement, incorporate additional parties into the committee (e.g., tripartite or as a resource).
2. The committee will meet at least once every three months, or more if deemed necessary.
3. The committee will have the ability to create ad-hoc sub-committees to deal with specific issues or concerns and will provide the appropriate terms of reference for the sub-committees. The members of these sub-committees may or may not be members of the committee.
4. The committee will review all statutory and non-statutory benefit plans to monitor the continued effectiveness of the plans and associated policies and procedures to ensure that reasonable and necessary coverage will be provided.
5. The committee will review aggregate financial and claims data related to the plans. If deemed appropriate by the committee, it may also seek other relevant data; however, the committee will not be privy to information at the individual level.
6. The committee may make recommendations to the University and NASA regarding amendments to the benefit plans that will make them more effective or result in greater efficiencies.
7. The committee can determine and resolve and/or adjudicate claim disputes with respect to whether the claim has been adjudicated in accordance with the master policy agreements. The committee may adjudicate LTDI policy claims but not medical claims, which are determined by a medical review board. The committee's jurisdiction is restricted to the master policy agreement and the Collective Agreement. Any information that is provided to or shared by any

committee member will be maintained in the strictest of confidence and will not be disclosed without mutual agreement.

Section 4 – Benefit Cost Management Principles

The following benefit cost management principles form the basis upon which the Support Staff Benefits Committee will jointly manage the NASA group benefits program for the term of the Collective Agreement:

1. While the parties need to acknowledge and work to address short term benefits cost management issues, long term cost management strategies are vital to achieving true sustainability of the benefit plans.
2. The Benefit Cost Management Model used by the parties must provide a transparent and credible method for tracking benefits costs, which allows for meaningful comparisons between NASA and other staff groups. The model must also enable the parties to appropriately take account of inherent differences between the groups.
3. The cost management target must be rigorous and defensible and allow for effective cost management within the total compensation framework. The parties acknowledge that benefit cost increases must be “paid for” out of the negotiated total compensation framework.

Section 5 – Benefit Cost Management Model

1. The Benefit Cost Management Model (including defined statutory benefits) will be employed, with cost management targets established by the University and NASA Bargaining Teams, based on the total compensation framework agreed to by the parties (with equity adjustments, outlined below).
2. The committee will jointly manage the benefits program to achieve the cost management target at the end of the term of the Collective Agreement.
3. If adjustments are indicated throughout the term of the Collective Agreement due to unforeseen fluctuations in claims (higher than expected utilization, government cutbacks, changes to statutory benefits, etc.), the committee will conduct research on the short and long term financial, administrative and employee and organizational health implications, develop and review options and provide recommendations to the University of Alberta and NASA.
4. Following the end of the term of the Collective Agreement, any positive or negative variance to the total allowable benefit allocation will flow through to be the joint responsibility of both parties for the subsequent bargaining period.
5. The Benefit Cost Management Model for the term of the Collective Agreement will include the following benefits:

- (a) Employment Insurance
 - (b) Workers Compensation
 - (c) Canada Pension Plan
 - (d) Long Term Disability
 - (e) Life Insurance
 - (f) Bridge Benefits
 - (g) Supplementary Health Care
 - (h) Employee and Family Assistance Program
 - (i) Dental Care
 - (j) Remission of Tuition
 - (k) Other benefits agreed to by the parties
6. The committee will evaluate the Benefit Cost Management Model results on an annual basis and report to the parties at the end of the term of the Collective Agreement.

Section 6 – Equity Adjustment

1. It is understood there are inherent differences between support staff and academic staff groups, related to demographics and salary.
- (a) With lower incomes (i.e., lower disposable income), NASA members place great value on health care benefits which are not related to salary. The flat dollar amount per month for benefits for NASA members represents a more significant percentage of the total compensation package than for academic staff.
 - (b) The annual salaries for a significant percentage of NASA members are below the maximum insurable earnings for statutory benefits (i.e., EI, CPP, and WCB). It is recognized that the cost of these benefits will increase with salary increases, in addition to changes in rates and maximum insurable earnings. This means there is more of an increase for NASA members than for academic staff for these statutory benefits.
2. An equity adjustment will be included within the Benefit Cost Management Model. Inherent differences between support staff and other staff groups will be appropriately taken into account with the equity adjustment.

Section 7 – Sustainability Target

1. A dynamic sustainability target of 7.5% of annual benefit cash flow will be established.

2. The plan should be regularly monitored with the objective of accruing the sustainability target at the end of term of the Collective Agreement. The parties will agree on methods to reduce any cumulative variance using realistic cost and inflationary assumptions and allowing for adequate notice of any plan changes. It is acknowledged that each party will have their own internal processes that may be required to authorize any particular changes to the plan.
3. The plan will be credited with any excess revenues in years where spending is below the agreed upon rate of increase and hence provide supplementary revenues in following years where spending is above the agreed upon rate of increase. If the cumulative variance accumulates to an amount well in excess of the sustainability target, the parties will agree to distribute or redirect these cost savings in a reasonable way.

Appendix B2
Letter of Understanding
Support Staff Benefits

Having received and considered recommendations from the Support Staff Benefits Committee and addressed benefits as part of total compensation at the bargaining table, the following matters are now referred back to the Support Staff Benefits Committee for completion as follows:

1. Effective September 1, 2012, introduce a Critical Illness benefit of \$10,000 per member.
2. Effective January 1, 2013:
 - (a) Introduce a Health Spending Account (HSA) of \$1,000 per plan member per year (members and dependents covered).
 - (b) Introduce a Lifestyle & Wellness Account (LWA) of \$250 per plan member per year (members only covered).
 - (c) Remove Massage Therapy as a covered expense under the Supplementary Health Care (SHC) Plan. This becomes an eligible expense under the Health Spending Account.
 - (d) Introduce a \$2,500 overall maximum on all eligible paramedical services under the SHC Plan (which would exclude massage therapy expenses as a covered expense). The maximum per covered practitioner would remain at \$1,000 per year.
3. Effective January 1, 2014:

Change the HSA (\$1,000) and LWA (\$250) allocations so that the \$1,250 total amount can be allocated by each member to the HSA and LWA components (up to \$1,250).
4. There are no changes to the Bridge Benefit Program implemented on January 1, 2011.

APPENDIX C

Letter of Understanding

Physical Education and Recreation

The Employer agrees to provide eligible employees with full access to physical education and recreation facilities within the Van Vliet Centre – including services from the Equipment Room and access to the locker rooms. Eligible employees also have access to the fitness and lifestyle centre, aquatic centre, ice arena, running track, as well as court and field facilities during recreational hours – at no charge.

The Employer agrees to provide eligible employees' immediate family members (spouse and children under the age of 18) with the same full access to physical education and recreation facilities on campus as listed above. Family members will pay a fee.

To determine eligibility please refer to Article 2 (Employees Types and Application) of Part A or B, as applicable.

APPENDIX D **
Letter of Understanding
Support Staff Benefits Committee (SSBC)

Commencing in September 2016, SSBC will research, evaluate and recommend plan design changes for the Support Staff Benefit Plans and potential language changes to Common Provisions, Appendices B1 and B2 with a view to ensuring the long term sustainability of the Support Staff Benefit Plans.

Recommendations (joint or individual) will be provided to the bargaining teams no later than January 1, 2018.

No further changes to plan design or enhancements in years one and two of this agreement but will be subject to renegotiation in the year three salary and benefit re-opener.

APPENDIX E *
Letter of Understanding
Learning and Development Committee (HRDF)
Terms of Reference

Purpose:

The joint Learning and Development Committee (HRDF) provides leadership to the administration of the Human Resource Development Fund for the purpose of increasing access to learning and development opportunities and maximizing the use of allocated resources.

This committee has the authority to strategically disburse funds to ensure maximum utilization as described above.

Objectives:

The Learning and Development Committee (HRDF) provides oversight to the use of HRDF resources. This may include but is not limited to:

1. Reviewing and anticipating Support Staff learning needs based on multiple inputs including changing priorities of the University, and formal needs assessments and monitoring of workplace trends such as employee demographics (local, national and global), lifestyles, and diversity.
2. Enhancing awareness and communication of learning and development opportunities and communicating learning needs to various learning service providers.
3. Examining how HRDF systems and processes can be integrated to streamline Support Staff development.
4. Prioritizing organizational learning needs related to Support Staff professional development.
5. Assisting in removing barriers limiting Support Staff professional development such as workload, time, and finances to the degree possible.
6. Allocating surplus HRDF funds to targeted programs and projects based on identified needs.
7. Investigating and resolving and/or adjudicating situations arising from HRDF applications or approvals that may not be in the best interest of Support Staff or the University.

8. Acting as a communication conduit to senior advisory councils, committees or users of the Fund.
9. The committee may make recommendations to the University and NASA regarding changes to the HRDF including funding changes, the size of the fund and allocations as well as its processes and/or procedures. An activity report will be provided to the parties on an annual basis.

Membership

Joint Chairs a senior representative from the learning and development unit (appointed by Organizational Health and Effectiveness – HRS)

President or designated member, NASA

Members two representatives appointed by NASA

one additional representative from the learning and development unit (appointed by Organizational Health and Effectiveness – HRS)

one non-NASA UofA staff member who acts as a supervisor (appointed by Organizational Health and Effectiveness – HRS)

Meetings

At the call of the Chair(s), but normally the Committee meets three times a year: September, January, and June.

APPENDIX F

Letter of Understanding

Time off for Union Business

The parties recognize the importance of the role of the President of NASA and the value of providing the President with sufficient time to discharge his/her responsibilities.

During the term of the Collective Agreement clause 4.07 will be applied in the following way to the time off required by the President of the Union.

The intent of the parties is to ensure that the Department or Faculty has as much certainty as possible regarding the President's schedule and that interruptions to those expectations are limited. Further, it is the intent of the parties to ensure that while the President independently fulfills the duties of the office, the Department or Faculty and the President's co-workers will be protected as much as possible from negative impacts of the absence.

To accomplish the intent of the parties, the following process is intended to ensure that salary replacement is provided to the Department or Faculty impacted and that the Faculty or Department will use the salary replacement to deal with the workload of the absent employee.

1. Scheduling

- (a) As soon as possible each year the President will meet with his/her manager to arrive at a schedule of up to 50% relief from duties. The results will as much as possible address the needs of the workplace while allowing enough flexibility to deal with the issues that might arise within the President's portfolio. Should additional time off for Union business be required, the Union will generate a time off for union business form and the Union will be responsible for the full cost of the time off.
- (b) The meeting will include discussion of ways to address the work that will not be performed during the relief period, with the intent of minimizing the adverse effects on co-workers and clients. The final responsibility for reallocating the work will rest with the manager.
- (c) Both the Union and the Employer will make every effort to respect the schedule and the President will take steps to ensure that the expectations with respect to his/her portfolio are met within the schedule.
- (d) Emergency or unforeseen circumstances may arise and will be dealt with as they occur. Communication between the President and manager will occur at the earliest possible point and will accommodate the needs of the Faculty or Department.

2. Payment of Salary

- (a) The Union and the Employer will pay equal portions of salary and applicable premiums costs for the leave to the Faculty or Department. The Union will be billed monthly for its share of the President's salary. On a quarterly basis the Employer will reconcile the billings and credit the Union for any vacation or general illness leave taken by the President and for the winter closure period. Benefits will continue to be paid by the Employer.

APPENDIX G *

Letter of Understanding

Discrimination and Harassment Complaints

Formal Complaints and Investigations

Initiating a Formal Complaint

1. Formal complaints will be submitted in writing to the intake officer, normally within six weeks of the events giving rise to the complaint. It is recognized that the more time that elapses, the more difficult it is to investigate, respond to and substantiate the complaint.
 - (a) A discrimination complaint must be submitted within one year after the alleged contravention occurs.
 - (b) A harassment complaint must be submitted within six months after the alleged conduct or comment occurs. The time period for filing such a complaint may be extended to one year after the alleged conduct or comment occurs, provided the complainant produces medical evidence demonstrating that s/he was medically unable to file the complaint within six months.
2. Formal complaints will contain the name of the complainant, the name of the respondent, the nature of the complaint, the precise details of the alleged conduct, and the remedy requested. Formal complaints will not proceed in the absence of these particulars.
3. The intake officer will provide the Union with a copy of each formal complaint if the complainant or respondent is a member of the Union.
4. The intake officer will review the formal complaint and make a determination on whether or not the complaint:
 - (a) is timely
 - (b) is complete as per #2 above
 - (c) falls within the definition of discrimination or harassment.
5. The intake officer will assume the statements contained in the formal complaint are accurate solely for the purpose of determining whether the complaint falls within the definition and whether it should proceed through the process. A decision to proceed with the complaint does not mean that discrimination or harassment has occurred.
6. The intake officer may seek clarification of the details of the formal complaint from the complainant.

7. Within ten days of receiving the complaint, the officer will inform the complainant of whether the complaint, based on their review, meets the requirements as per #4 above. If so, the intake officer will refer the complaint, stipulating any portions that do not fall within the definition, if any, to a case manager within the ten day period.
8. If the intake officer determines the complaint, in whole or in part, does not meet the requirements of #4 above, the officer may recommend other measures to address the concerns that fall outside the scope of Article 18 (Discrimination and Harassment Complaints).
9. If the Union on behalf of the complainant disagrees with the decision of the intake officer, the Union may appeal the decision to an external adjudicator. If the parties are unable to agree on an adjudicator, an application will be made to the Minister of Labour to appoint an adjudicator. The cost of the adjudication will be shared equally by the parties.
10. Appeals will be initiated within five days of receiving the officer's decision. The adjudicator will assume the statements contained in the formal complaint are accurate solely for the purpose of determining whether the complaint falls within the definition and should proceed through the process. The adjudicator will respond in writing to the complainant and intake officer within five days of receiving the appeal. The decision of the adjudicator is final and binding on the parties. If the adjudicator decides in favour of the complainant, the intake officer will immediately refer the complaint to a case manager.

Case Management

11. Within five days of receiving the referral from the intake officer, the case manager will:
 - (a) inform the appropriate manager of the formal complaint,
 - (b) provide a copy of the formal complaint to the respondent,
 - (c) inform the complainant, respondent and appropriate manager (separately) of the rules of application governing confidentiality, disclosure of the information, the right to representation, and prohibitions on retaliation or reprisal,
 - (d) review and confirm interim working arrangements,
 - (e) instruct the respondent to provide an initial written response to the complaint within five days of the respondent receiving the formal complaint,
 - (f) advise the complainant and respondent that they will have an opportunity to provide additional information during the process, and

- (g) inform the Union that a complaint involving one of their members has been received.
- 12.** Methods for addressing a formal complaint include:
- (a) affirmation of the complaint by the respondent,
 - (b) withdrawal of the complaint by the complainant,
 - (c) voluntary mediation,
 - (d) other alternative dispute resolution methods agreed by the parties, and/or,
 - (e) Formal investigation and binding resolution.
- 13.** The case manager will confirm the appropriate method for addressing the formal complaint within five days of receiving the response from the respondent.
- 14.** Throughout the process, complainants, respondents, and witnesses are expected to make themselves available in a timely manner, so as not to delay the process. The Union Representative's role, as outlined in clause 18.15, is to facilitate the investigation and resolution of a complaint. Any excessive delay may result in the investigator changing the order of interviews, conducting interviews by phone, requesting responses to questions in writing, or concluding the investigation without the participation of that individual. The investigator is authorized to instruct employees of the Employer to participate in the process and to impose reasonable time limits for their participation. A failure to comply with the investigator's directions may constitute misconduct and subject the employee to discipline.

Interim Working Arrangements

- 15.** The case manager in consultation with the Union, complainant, respondent and manager will consider interim working arrangements to:
- (a) reduce the potential for escalation of the complaint,
 - (b) ensure safety at the workplace,
 - (c) protect the confidentiality of the complaint,
 - (d) avoid the appearance of bias or the presumption of guilt,
 - (e) reduce the potential for retaliation or reprisals arising from the formal complaint, and
 - (f) minimize disruption to the workplace.
- 16.** Interim working arrangements may include:
- (a) steps to restrict or prevent contact between the complainant and respondent,

- (b) temporary modification of work duties, including reassignment or transfer,
 - (c) temporary changes in reporting relationships,
 - (d) temporary paid or unpaid leaves of absence, and
 - (e) any other steps that may be appropriate under the circumstances.
17. The Employer is responsible for establishing interim working arrangements and will ensure that they are communicated to the minimal number of people who need to implement or be aware of the arrangements.

Affirmation of a Formal Complaint

18. If the respondent affirms the complainant's description of events relating to the formal complaint, the case manager will:
- (a) ensure all relevant details relating to the complaint have been documented and confirmed by the complainant and respondent, and
 - (b) refer the matter to the appropriate manager for consideration of remedies, corrective action, discipline or other measures.

Voluntary Mediation

19. The purpose of voluntary mediation is to allow the complainant and respondent to fully explore the issues raised by the complaint and to achieve resolution by mutual agreement. For mediation to be successful, both parties to the complaint must be willing to enter into free and respectful discussion of the issues and be open to solutions that consider the needs of each other.
20. Participation in mediation is voluntary. A complainant or respondent will not be prejudiced by their decision to decline voluntary mediation. Throughout mediation, discussions are considered off the record and only resolutions reached by mutual agreement and confirmed in writing are binding.
21. Where the complainant and respondent have agreed to voluntary mediation, the case manager will choose a mediator from the list agreed to by the Union and Employer pursuant to Common Provisions, Article 7 (Labour/Management Committee), taking into consideration the nature of the complaint and the availability of the mediator. The case manager will be responsible for communication with the mediator and will ensure that the mediator has all necessary background information.
22. The mediator will arrange a meeting as soon as possible but in any case not later than ten days from the date the complainant and respondent agree to mediate.
23. The mediator will provide the complainant and respondent with a list of expectations of behaviour for the meeting and will help create a safe environment for the mediation to proceed. The mediator and participants will control the

process in determining whether resolution is possible or mediation is unsuccessful. The complainant or respondent may withdraw from mediation at any stage of the mediation process.

24. The mediator will keep the case manager informed of the status of the mediation.
25. Agreements reached through mediation will be documented and approved by the complainant and respondent. Agreements that affect other employees or require special arrangements at the workplace also require the approval of the Employer. Where the complainant and respondent agree that all issues have been resolved through mediation, approved agreements will constitute a final and binding resolution of the complaint.
26. The case manager will inform the Union and the appropriate manager of the outcome of the voluntary mediation process.

Formal Investigation

27. A formal investigation will be initiated if the complainant and respondent are unable to resolve the complaint, and/or the Employer determines that a formal investigation is required.
28. The Employer will assign an investigator from a list agreed by the Union and the Employer pursuant to Common Provisions, Article 7 (Labour/Management Committee).
29. Before commencing an investigation, the investigator will be briefed jointly by the parties. The investigator will be guided by principles set out in the guidelines developed by the parties, and may also ask for advice and directions from the parties at any time during the process.
30. The investigator will follow the principles of due process and natural justice as described under the Rules of Application.
 - (a) the investigator will interview the complainant, the respondent, and anyone else the investigator determines has information relevant to the complaint.
 - (b) the investigator will review pertinent documentation. All those involved will make reasonable efforts to cooperate with the investigation.
31. The Employer may request the investigator to provide recommendations as part of the report of his/her findings. The investigator may provide recommendations for managing current situations or preventing similar circumstances from recurring, but will not recommend remedies, discipline or corrective action.
32. The investigator may assist the parties in achieving resolution of the complaint through voluntary mediation at any time prior to finalizing the report of his/her

findings. Agreements reached through mediation will be documented and approved by the complainant and respondent. Agreements that affect other employees or require special arrangements at the workplace also require the approval of the Employer. Where the complainant and respondent agree that all issues have been resolved through mediation, approved agreements will constitute a final and binding resolution of the complaint.

- 33.** If resolution is not achieved through voluntary mediation, the investigator will complete the investigation and prepare a draft report of his/her findings. The draft written report will be provided to the complainant and respondent.
- 34.** Upon receipt of the draft report, the complainant and respondent will be given a one-time opportunity to comment on, confirm, or provide additional information based on their understanding of the events. Any responses from the complainant and respondent must be submitted in writing to the investigator within five days of receiving the draft report.
- 35.** The investigator will submit his/her final report to the case manager. The case manager will provide copies of the investigator's final report to the complainant and respondent and to the Union if the complainant or respondent is a member of the Union.
- 36.** Where there is no appeal of the investigator's findings, the Employer will determine the appropriate remedy(ies), discipline or corrective action(s) no later than ten days after receiving the investigator's findings. Within this ten day period, the Employer will notify the Union of any remedy(ies), discipline or corrective action(s) that applies to its members. Remedies will also be considered for respondents who are the victims of false allegations of discrimination or harassment.

It is the intent of the parties that an agreed-upon tripartite Unified Procedure will be used in place of this procedure and portions of Article 18 in cases where the Union represents only the complainant or respondent and another association represents the complainant or respondent.

APPENDIX H **

Letter of Understanding: Career Progression and Development Opportunities

The Parties recognize that the retention and advancement of support staff employees at the University brings benefits to the University and to the community it serves. The operational health of the institution depends upon a supportive working environment that includes opportunities for professional development and advancement, pathways for career advancement, as well as investments in development and leadership programming. The institutional objectives of the University of Alberta aspire to these goals.

It is agreed that within 90 days of the ratification of this collective agreement, the Parties will create a working group to support these aspirations through:

- (a) Review and evaluation of the institutional strategic objectives to identify priorities for advancement and development of non-academic staff;
- (b) Identification of enablers and restrainers to achieving objectives outlined in the Institutional Strategic Plan;
- (c) Identification of advancement and development needs of non-academic staff to inform actions and priorities;
- (d) Development of action plans to achieve results on strategic priorities identified.

It is agreed that the mandate above will culminate in a jointly created business case presented to university administration. That business case will recommend methods to sustainably operationalize the adopted aspirational goals identified. The working group will report jointly to the NASA Director of Operations, and the HRS Director of Human Resource Consulting Services.

This working group will include three representatives appointed by NASA and three representatives appointed by the Employer, and may rely on resources outside of the members of the working group to achieve its objectives. As this is a working group, membership may require some subject-matter expertise and must be able to contribute time towards fulfilling the work identified by the group.

APPENDIX I **
Letter of Understanding
Cost Recovery and Fee for Service Positions

During the term of this agreement, the Employer will undertake to gather data related to positions at the University that are funded by a fee-for-service or cost-recovery basis. This data will be provided on a semi-annual basis to the Labour Management Committee along with the rationale for the decision to fund as a Part B position.

There will be no commitment to continue reporting findings past March 31, 2019.

APPENDIX J

Letter of Understanding

Consultation Guidelines - Parts A Article 20, B Article 15 and C Article 20 (Position Disruption)

The purpose of consultation within the context of the above articles is:

- (a) To enable the Employer and the Union to engage in open, constructive and respectful dialogue about impending changes or decisions by the Employer that may significantly and substantially impact the terms and conditions of employment for employees.
- (b) To give the Union an opportunity to provide informed input into the impending changes or decisions as they relate to employees, and to enable the Employer and the Union to explore a range of viable alternatives.

The benefits of consultation include:

- (a) Assisting the Union in understanding the potential effects of position disruption so that it may advise employees in such a way as to allow them to make decisions in the best interests of their careers.
- (b) Enabling managers to meet organizational needs or requirements.
- (c) Assisting in maintaining respectful relationships.

Consultation is expected to take place when the impact on employees of impending changes or decisions is probable but not certain.

For consultation to be effective, participants need:

- (a) To share information about impending changes or decisions, including factors that will be taken into consideration when a final decision is made. Such information needs to be timely, accurate and relevant.
- (b) To place a priority on the consultation process, to avoid unnecessary delays, and to remain focused on meeting the purpose of consultation.
- (c) To have a genuine opportunity to provide informed input and suggest alternatives.
- (d) To be able to respectfully voice their concerns, to share information, and to offer alternatives without being bound by them.
- (e) To behave with discretion and respect confidentiality.
- (f) To recognize the sensitivity of discussions, and to behave in accordance with the Collective Agreement Preamble, during and following consultation.

- (g) To respect the outcomes of the process, recognizing that other actions (e.g., Dispute Resolution) may be appropriate.

Consultation is not:

- (a) Limited to “informing” or “advising”. Consultation involves sharing relevant information and allowing a reasonable opportunity to provide input before a final decision is made.
- (b) Joint decision-making. Although there is value in dialogue and achieving solutions that all will support, the final decision on when and how to proceed rests with the University in accordance with the Collective Agreement.
- (c) Open-ended. Consultation needs to begin at the appropriate time and proceed quickly, within clearly defined time frames.

APPENDIX K

Recognition of University Service From Outside the NASA Bargaining Unit

Further to the issue as to whether or not U of A employment from outside of the bargaining unit would count toward NASA service, the parties agree to the following on a 'go forward' basis only.

1. Transferring From AASUA

- (a) Time worked will be considered service when the employee transfers directly to a NASA position from work where the employee is earning service, under the Faculty, APO, Librarian, Sessional, Temporary, Contract Academic Staff – Teaching (CAST) and Trust Research Agreements.
 - (i) if the employee transfers directly to a Regular NASA appointment, AASUA service shall be applied immediately.
 - (ii) if the employee's NASA appointment is not Regular, but the employee subsequently becomes Regular with no break in NASA service, the AASUA service will be applied provided the employee submits a request in writing to Human Resources. If there is a delay between the commencement of the Regular appointment and the employee request,
 - a. The change in service shall be applied as of the date the request was received by HR.
 - b. There shall be no retroactive change in entitlement (e.g., vacation time).
- (b) Time worked will not be considered service in the following circumstances:
 - (i) The employee does not transfer directly from the AASUA appointment to the NASA appointment.
 - (ii) The employee worked under an AASUA collective agreement where the employee was not earning service, including the Faculty, APO, Librarian, Sessional, Temporary, Contract Academic Staff – Teaching (CAST) and Trust Research Agreements (such as Part-Time Sessional).
 - (iii) The work was concurrent with a NASA position.
- (c) For the purpose of this agreement, "transfers directly" means that there are no working days between the end of the previous appointment and the beginning of the new appointment. For example, the employee transfers directly if the AASUA appointment ends on the Friday and the NASA appointment begins on the Monday.

2. Transferring From An Excluded Position

- (a) Time worked will be considered service when the employee transfers within four months to a NASA position from a non-casual appointment in one of the excluded support staff positions.
 - (i) If the employee's NASA appointment is Regular, this excluded service shall be applied immediately.
 - (ii) If the employee's NASA appointment is not Regular, but the employee subsequently becomes Regular with no break in NASA service, this excluded service will be applied provided the employee submits a request in writing to Human Resources. If there is a delay between the commencement of the Regular appointment and the employee request,
 - a. The change in service shall be applied as of the date the request was received by HR.
 - b. There shall be no retroactive change in entitlements (e.g., vacation time).
- (b) Time worked will not be considered service in the following circumstances:
 - (i) Service has been forfeited because the employee voluntarily resigned from, abandoned, or was dismissed for just cause from the excluded position.
 - (ii) The employee worked in an excluded position listed in the NASA /U of A Collective Agreement as follows:
 - a. Part A Article 24 (Exclusions) and Appendix H (Student Exclusions), and
 - b. Part B clause 18.02 (Inclusions and Exclusions) and Appendix A (Exclusions/Inclusions Definitions: Guidelines).
 - (iii) The work was concurrent with a NASA position.

3. Transfers From Other Areas

Time worked will not be considered service if the work was as a Graduate/ Undergraduate Student, Post-Doctoral Fellow, Visitor, Casual Academic or like appointment.

4. Transfers to the NASA Bargaining Unit Prior to April 8, 2008

- (a) There will be no changes to service for employees transferring prior to July 1, 2006.
- (b) Changes to service for employees who transferred between July 1, 2006 and April 8, 2008, will be applied provided the employee submits a request in writing to Human Resources.

- (i) The change in service shall be applied as of the date the request was received by HR.
- (ii) There shall be no retroactive change in entitlements (e.g., vacation time).

APPENDIX L **

Payment of Professional Accreditation for Support Staff

Effective January 1, 2017

This Letter of Understanding applies to support staff (Operating or Trust) who are required by their department or faculty to have professional accreditation, certification or designation as a requirement of their job.

To be eligible an employee must have professional accreditation, certification or designation listed as a requirement in the knowledge section on the Job Fact Sheet for the position s/he holds. The professional accreditation, certification or designation is usually for a Regulated Occupation¹ in Alberta or otherwise required by legislation to complete the duties of a job. Human Resource Services will make a determination when there is doubt as to whether a professional designation is, in fact, a requirement of the job.

First Aid, WHMIS and drivers' licences are not eligible for reimbursement under this Letter of Understanding.

The Employer will provide a yearly maximum reimbursement or payment of \$500, which can include a combination of:

- (a) Specific fees related directly to eligible accreditation, certification or designation; and
- (b) Professional association dues where an employee is required to be a member in order to maintain the eligible accreditation, certification or designation.

Eligible reimbursements or payments will be made based on the fees or dues payment schedule. For example:

- (a) If such fees or dues are payable annually, an employee can claim up to \$500 annually.
- (b) If such fees or dues are payable every two years, an employee can claim up to \$500 once every two years.
- (c) If fees or dues are payable semi-annually, an employee can claim up to \$500 annually.

¹ <http://www.albertacanada.com/opportunity/work/credentials-regulated-occupations.aspx>

Eligible reimbursements would not normally be reimbursed if they occurred in a previous fiscal year. Employees are strongly encouraged to submit for reimbursement in the current fiscal year.

The responsibility for the cost resides with the authorizing department or trustholder.

Note: Trust employees will not be eligible for reimbursement under this Letter of Understanding if such payment is prohibited by the funding agency.

APPENDIX M

University of Alberta Disciplinary Process

(This policy applies to employees covered by the Non-Academic Staff Association but it is not part of the Collective Agreement and is included for information purposes only.)

1. Definition of Discipline

In the administration of discipline, the University uses the corrective behavioral approach of a progressive disciplinary model (e.g., verbal reprimand, written reprimand, increment withholding, suspension, demotion and dismissal). This does not preclude the University from analyzing, on a case-by-case basis, the circumstances and facts of a particular situation(s) and taking a level of disciplinary action or other type of action deemed appropriate.

The key element in disciplinary action is that of warning, in that the instance(s) or incident(s) is/are serious enough to require a disciplinary penalty. Disciplinary actions can include the element of forewarning in that a more serious disciplinary penalty may be used in the future if such action is repeated and/or certain related matters occur or reoccur. The situation(s) requiring a disciplinary penalty is/are serious in that it/they cannot be tolerated nor condoned.

The following do not constitute disciplinary actions:

- (a) letters of concern regarding innocent absenteeism,
- (b) constructive criticism as part of an annual performance appraisal process,
- (c) job or work related instructions,
- (d) relief of duty with pay pending review and/or investigation,
- (e) ongoing coaching - counseling discussions (including training).

The emphasis in dealing with performance problems is through the use of ongoing coaching and counseling approaches. These approaches recognize that early intervention can help overcome problems and weaknesses and are not disciplinary in nature. Increment withholding may be taken in instances of marginal or unsatisfactory performance, incompetence and/or unsuitability. It is the intent of the University to use a written reprimand as the disciplinary document in instances of increment withholdings. Performance appraisals, counseling letters/reports, etc., may be used as support documents for the above.

It is recognized that employees have a provision in the Agreement to allow them to rebut to the criticism in the appraisal, as such the contents are not disciplinary. Further, the performance appraisal interview is a process designed for the participation of the employee and supervisor only.

2. The Right to NASA Representation

The University recognizes an employee's right to NASA representation in the following meetings regarding discipline with the employee:

- (a) formal investigation interviews into matters/conduct that the University believes may ultimately lead to disciplinary action,
- (b) a meeting convened for a disciplinary purpose.

When the University is to conduct a formal investigation interview, which may ultimately lead to discipline, the employee will be advised of his/her ability to have NASA representation if the employee so chooses, at any such meeting.

When an employee is to be disciplined to the extent of formal disciplinary action (written reprimand, increment withholding, suspension, demotion or dismissal), such discipline will only be imposed at a meeting convened for that purpose. A supervisor requiring an employee to attend any such disciplinary meetings will advise the employee of their ability, if the employee so chooses, to be accompanied by a recognized NASA representative.

3. Representation by NASA

The role of an individual when representing an employee during the above noted instances is to:

- (a) observe the process and witness the undertakings,
- (b) advise the employee of any rights during the process,
- (c) assist the employee, without interfering or impeding the disciplinary process, in discussing the issues involved.

Notwithstanding that the affected employee(s) may receive disciplinary action, no person who is a participant during the disciplinary process will be subject to any reprisals. NASA has undertaken that representatives and employees will attend any such requested meeting in an agreed and timely fashion.

4. Responsibility of the Employee

The responsibility of the employee is to attend and to respond directly to questions posed to them by representatives of the University during any meetings covered by this policy. Failure to attend a meeting or respond directly to questions posed may result in subsequent disciplinary action.

5. Authority to Take Disciplinary Action

At the University, all disciplinary action will be taken under the authority of the Department Head and/or his/her designee. In disciplinary matters, including but

not limited to written reprimands, increment withholding, suspension, demotion or dismissal, the Department Head and/or his/her designee will consult with Human Resource Services prior to taking any disciplinary action.

6. Responsibility of Campus Security, Audit and other investigative units/departments

Campus Security, Audit and any other department/unit charged with the responsibility of investigating some incident that may ultimately lead to disciplining an employee, will inform Human Resource Services when it becomes apparent that an employee will be potentially affected by any disciplinary action.

MEMORANDUM OF SETTLEMENT

Between

THE GOVERNORS OF THE UNIVERSITY OF ALBERTA
(Hereinafter called the “Employer”)

And

THE NON-ACADEMIC STAFF ASSOCIATION
(Hereinafter called the “Union”)

1. The Bargaining Committees of both parties hereby mutually agree that collective agreement negotiations have now concluded for the new collective agreement that shall be effective until March 31, 2019, and will be effective the date of ratification by the parties, except for provisions specified in the agreement or outlined below.
2. The Bargaining Committees agree to publicly support and recommend to their respective principals the tentative collective agreement signed this date, for immediate ratification.
3. The agreed settlement consists of:
 - (a) The provisions of this memorandum of settlement, and
 - (b) The provisions as signed off during the course of bargaining, including today, and
 - (c) Articles of the Consolidated Collective Agreement ending March 31, 2016 which have not been amended pursuant to (a) and (b) above.
4. Any outstanding grievances, as of the date of ratification, will continue to be processed pursuant to the collective agreement under which they were filed.
5. The parties agree that there will be changes to the pay scales as follows:

April 1, 2016	2.5% increase on current rates.
April 1, 2017	Should the Government of Alberta (GOA) and the Alberta Union of Provincial Employees (AUPE) negotiate a general increase to base salary for all classes of employees (excluding market adjustments or special adjustments to individual classes) for the period of April 1, 2017 to March 31, 2018, there will be a wage re-opener for the same period limited to Common Provisions, Appendix A; Part A, Appendix A and B; and Part C, Appendix A.

April 1, 2018

Wage and Benefits Re-opener

Wage re-opener limited to Common Provisions, Appendix A; Part A, Appendix A and B; and Part C, Appendix A. Benefits Re-opener limited to Common Provisions, Appendices B1 and B2; Part A – Article 21; Part B – Article 12 and Part C – Article 17.

6. Employees who have been red-circled will receive the negotiated settlement referenced in 5 above.
7. All employees who are active on November 1, 2016, will receive a one-time lump sum amount of 1.5% of annual base salary. This lump sum amount will be pro-rated. For salaried employees, the pro-rating will be based on months of employment in the previous 12 months. For hourly employees, the pro-rating will be based on regular hours worked, exclusive of overtime, in the previous 12 months. This payment will be made in the first pay period of December 2016.
8. Effective April 1, 2017, a 1.50% adjustment will be made to total allowable benefit costs (in keeping with the Benefit Cost Management Model).
9. Effective January 1, 2018, pension for part-time Operating and Trust employees will be available as follows:
 - For new employees – optional at time of hire, provided other existing requirements are met.
 - For existing employees – assuming existing requirements are met, an opt-in window to be agreed to by the parties after consultation with the University's Pension and Benefits Group.
10. Employees who were employed by the University at any time during the period April 1, 2016, to date of ratification but have left the employ of the University will be entitled to receive the retroactive pay increase upon application. Former employees will have a window period of three months from date of ratification in which to make application for the retroactive pay increase.
11. Employees and managers will be able to access the electronic version of the new collective agreement. For those who require print versions, Parts A and B and C may be printed alone with Common Provisions for use by those managers and employees for whom only one of Parts A, B, and C apply. Print copies for those who request them will be made available as soon as possible as follows:
 - Common Provisions and Parts A and B

- Common Provisions and Part A
- Common Provisions and Part B
- Common Provisions and Part C

Originally signed the 8th day of June, 2016 in Edmonton, Alberta

Brian Pearson
Spokesperson

Nancy Furlong
Spokesperson

Jeremy Wilhelm
Bargaining Team Member

Kathy Collins
Bargaining Team Member

Dan Charlton
Bargaining Team Member

Elaine Coupland
Bargaining Team Member

Martin Coutts
Bargaining Team Member

Gail Harvey
Bargaining Team Member

Mary Ellen Davison
Bargaining Team Member

Elizabeth Johannson
Bargaining Team Member

Lorraine Deydey
Bargaining Team Member

Kim Koch
Bargaining Team Member

Rob Pawliuk
Bargaining Team Member

David Lester
Bargaining Team Member