

COLLECTIVE AGREEMENT

BETWEEN

THE CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 1158



AND

NON-ACADEMIC STAFF ASSOCIATION



October 30, 2009 to March 31, 2012

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ARTICLE 1 - INTERPRETATION OF AGREEMENT

- 1.01 "Director of Operations" means the Director of Operations of the Employer or any manager hired under a different title but with the responsibility for the day-to-day operations of the Employer and its staff.
- 1.02 "Base pay" means the basic rate negotiated by the parties as outlined in Article 13.
- 1.03 "Call-back" means an unexpected requirement to return to work, including:
- (a) Work on a regular work day:
 - (i) which does not adjoin the end of his/her regular shift; or
 - (ii) which does or does not adjoin the beginning of his/her regular shift;
 - (b) Work on his/her regular day of rest or on a previously mutually agreed-to lieu day, where s/he has not been notified of such requirement before the end of his/her last regular shift; or
 - (c) Work on a paid holiday.
- It is understood, however, that, where an employee is required to work overtime as defined in clause 1.14 and where s/he, of his/her own volition, chooses to perform such work at another time, such work will be considered as overtime and not as call-back.
- 1.04 "Demotion" means a move from one position to another position with a lower maximum base pay.
- 1.05 "Dismissal" means the discharge of an employee from employment (i.e., his/her position).
- 1.06 "Double time" means two (2) times the hourly pay.
- 1.07 "Employer" means the Non-Academic Staff Association at the University of Alberta.
- 1.08 "Field staff" means those employees who occupy labour relations officer positions.
- 1.09 "Fiscal year" means the period April 1 to March 31.
- 1.10 "Increment" means the difference between one step and the next step on a salary grade as set out in Appendix A.
- 1.11 "Layoff" means a reduction in hours of work or the reduction of the number of employees of the Employer.
- 1.12 "Lieu day" means a day off with pay in place of a paid holiday, overtime worked, or a previously mutually agreed-to lieu day on which the employee is required to work.
- 1.13 "The Union" means the Canadian Union of Public Employees, Local 1158.

- 1.14 "Overtime" means work required to be performed by an employee outside of his/her regular shift, including:
- (a) Work on a regular work day which adjoins the end of his/her regular shift; or
 - (b) Work on his/her regular day of rest or on a previously mutually agreed-to lieu day, where s/he has been notified of such requirement before the end of his/her last regular shift.
- 1.15 "Promotion" means a move from one position to another position with a higher maximum base pay and with an increase in current base pay.
- 1.16 "Recall" means to return an employee on layoff status to a position.
- 1.17 "Seniority" means length of service in the bargaining unit.
- 1.18 "Service" means cumulative employment of an employee.
- 1.19 "Stand-by" means being required, during a specified period of time when the employee is not at work, to be available to return to work.
- 1.20 "Straight time" means the hourly base pay.
- 1.21 "Time and one half" means one and one half (1 1/2) times the hourly base pay.

ARTICLE 2 - EMPLOYEE TYPES AND APPLICATION

2.01 Employee Types

- (a) "Regular employee"
 - (i) "Full-time regular employee" means a person who works thirty-five (35) hours per week on a continuing basis.
 - (ii) "Part-time regular employee" means a person who works regular hours of fourteen (14) hours, or more, per week, but less than thirty-five (35) hours per week on a continuing basis.
- (b) "Temporary employee" means a person who is hired on a full-time or part-time basis for the following purposes:
 - (i) to replace a regular employee who is on an approved leave of absence, or
 - (ii) to perform duties related to a defined project or to provide extra assistance for a period of time that normally would not exceed twelve (12) months, unless extended in writing by mutual agreement.

2.02 Exclusions

The following are excluded from the bargaining unit and are not covered by this Collective Agreement:

- (a) Any person hired through another employer (e.g. Interim Staff Services or a temporary employment agency); or
 - (b) A NASA member, who is on a leave of absence from the University, and works in any capacity for a period of six (6) months or less.
- 2.03 (a) This Agreement will apply or apply in a modified manner to Temporary employees hired, or who work, for less than six (6) months, excepting only the following Articles:
- Article 16 - Retirement/Resignation
 - Article 19 - Employee Reductions
 - Article 21.03 - Paid Holidays (Winter/Christmas Closure)
 - Article 30 - University Credit Courses
 - Article 31 - Human Resource Development Fund
- (b) This Agreement will apply or apply in a modified manner to Temporary employees hired, or who work, for greater than six (6) months, excepting only the following Articles:
- Article 16 - Retirement/Resignation
 - Article 19 - Employee Reductions
 - Article 30 - University Credit Courses
 - Article 31 - Human Resource Development Fund
- (c) A Temporary employee hired or employed for a period of greater than twelve (12) months will be entitled to all provisions of the Agreement as a regular employee with the exception of Article 19 - Employee Reductions.

ARTICLE 3 - MEMBERSHIP AND DUES

- 3.01 This Agreement will apply to all employees described in Certificate 129-99 as issued by the Labour Relations Board.
- 3.02 Membership fees or service fees will be deducted from employees' base pay and remitted to the Union on a monthly basis in the following month in which the fees are deducted. The Employer further agrees to provide the Union with the full name, job title, employee type, commencement date, last known address and amount deducted for each employee. In addition, the Employer agrees to provide the Union with the rate of base pay for each employee in the bargaining unit.
- 3.03 Subject to the technical capacity to do so, the Employer agrees to provide the above information to the Union in electronic form.
- 3.04 The Union will provide the Employer with written notice of one (1) calendar month prior to the effective date of a change in the amount of dues to be deducted.

ARTICLE 4 - UNION RECOGNITION

- 4.01 The Employer recognizes the Union as the exclusive bargaining agent for its employees and its members, who are appointed Union Stewards or Officers of the Union, as official representatives of the Union.
- 4.02 Time off with pay will be granted to:
- (a) Employees to exercise specified rights under the Agreement;
 - (b) Union Stewards to fulfill their responsibilities within the bargaining unit;
 - (c) Up to two (2) bargaining unit members sitting on the Local Executive to attend regular executive meetings (no more than once per month);
 - (d) Negotiation Committee members, not to exceed two (2) in number, to attend negotiations and preparation;
 - (e) Employees acting on behalf of the Union on mutually recognized committees;
 - (f) Employees for other mutually agreed activities.
- 4.03 (a) Time off without pay will be granted to employees for union business not covered above, subject to operational requirements. It is the responsibility of the employee to make the necessary arrangements with the Director of Operations and for the Union to provide notice of such arrangements to the Director of Operations at least one (1) week before the date of the time off.
- (b) To administer the time off without pay provisions noted above, the Employer will pay the affected employees and invoice the Union for the pay and applicable additional premiums.
- 4.04 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.
- 4.05 The Union agrees to provide written notification to the Employer of the names of Union Stewards, Local Executive members and employees acting on behalf of the Union on mutually recognized committees, and will continue to update the list if any changes occur during the year.
- 4.06 The Union will provide the name of the person (or designee) acting as the "designated official of the Union" (as per clause 36.08) who will have the authority to act and resolve differences.
- 4.07 In recognition of the fact that work is performed on behalf of the Employer by unionized labour, represented by the Canadian Union of Public Employees Local 1158, the Union Label/Logo "CUPE 1158" may appear on work performed by CUPE 1158 members.

ARTICLE 5 - MANAGEMENT RIGHTS

5.01 The Employer retains all functions, rights, powers and authority which the Employer has not specifically abridged, delegated, or modified by this Agreement. The Employer will exercise their rights in a fair and reasonable manner.

ARTICLE 6 - SAFETY

- 6.01 Both the employer and employees recognize their responsibilities to develop and maintain a safe work environment and the intent of relevant health and safety legislation will apply.
- 6.02 (a) Where an employee considers his/her work or worksite to be unsafe, s/he will immediately report the condition to the Director of Operations who will remedy the concern.
- (b) The employee will not be required to work on the particular job that is considered unsafe until the unsafe condition has been corrected.
- (c) If in the opinion of the Director of Operations or the Union, an expert opinion is required, appropriate persons will be contacted including, but not limited to, Alberta Human Resources and Employment - Workplace Health and Safety.
- 6.03 Where an employee considers that another person is performing his/her work in an unsafe manner, s/he will report the unsafe act to his/her supervisor immediately.
- 6.04 An employee will have the right to refuse to enter or leave an area if, in his/her opinion, his/her personal safety may be endangered in so doing. Such an employee's failure to report for duty or to carry out his/her official duties will not be considered a violation of this Agreement nor will it be grounds for docking his/her pay or for disciplinary action. However, the employee will advise the Director of Operations of his/her circumstances at the first available opportunity.

ARTICLE 7 - WEARING APPAREL

7.01 Where an employee is required either as a condition of employment or because of the nature of the work to wear uniforms, coveralls or other special wearing apparel, the Employer will provide this apparel at no cost to the employee.

ARTICLE 8 - PROBATION

8.01 The probation period of all employees will not exceed six (6) months of work, after the initial commencement date of appointment, unless extended by mutual agreement for up to three (3) additional months. Reasons for such extension will be outlined in writing to the employee and the Union and will be provided prior to the end of the initial probationary period.

- 8.02 At the commencement of employment, the Employer will set reasonable standards for the probationary employee, communicate those standards to the employee, and give the employee a reasonable period of time to meet the standard. There will be an informal review upon completion of two months employment and another at the completion of four months employment. If the employee is not meeting the standard, this will be communicated to the employee during the probationary period so that the employee has an opportunity to correct their performance.
- 8.03 During the probationary period, the Employer may dismiss a probationary employee. The employee will receive five (5) working days' written notice if his/her period of employment is greater than three (3) months but less than six (6) months.
- 8.04 An employee will be required to serve only one probation period.
- 8.05 An employee, who is promoted, will have a trial period of three (3) months, which may be extended by the Employer for another three (3) months. Reasons for such extension will be outlined in writing to the employee prior to the end of the initial three months. During this trial period, if the employee is deemed unable to perform the duties of the new position satisfactorily, s/he will be reverted to his/her former position. Any other employee affected by such reversion will similarly be reverted to his/her former position.
- 8.06 Where a temporary employee becomes a regular employee in the same position with no break in appointment and has not completed his/her probationary period; the probationary period will be reduced by the number of months completed as a temporary employee.

ARTICLE 9 - HOURS OF WORK

9.01 Regular Work-days and Work-weeks for Full-time Field Staff

The regular hours of work for field staff will be thirty-five (35) hours per week between the hours of 8:00 a.m. to 9:00 p.m. Monday through Sunday.

9.02 Regular Work-days and Work-weeks for all other Employees

- (a) The regular work-day will be seven (7) consecutive hours of work between 8:00 a.m. and 5:00 p.m., except for the Communications Officer whose regular hours of work will be thirty-five (35) hours per week, between the hours of 8:00 a.m. and 9:00 p.m. Monday to Friday.
- (b) The regular work-week will consist of five (5) consecutive days of work, Monday through Friday, to a maximum of thirty-five (35) hours of work.
- (c) Saturday and Sunday will be scheduled days of rest.
- (d) The regular work-day for all employees covered by this Agreement will not be increased, except by mutual agreement.
- 9.03 Where the Employer requires that an employee's starting time be changed, it will provide him/her with thirty (30) calendar days' written notice of the change.

9.04 **Modified**

- (a) Where a work schedule different from that contemplated in clauses 9.01 or 9.02 is proposed, the following terms will apply:
 - (i) the proposed terms must not result in a gain or loss in benefits or rights under this Agreement, and
 - (ii) the proposal will not negate any terms in the Agreement and any modifications must be specified in writing.
- (b) Such a proposal may only be implemented where the Union and the Employer have agreed, in writing, to the terms.
- (c) Once a proposal has been implemented, it may only be changed with twelve (12) weeks' written notice to the other party outlining the reasons the change is requested. Where mutual agreement cannot be reached, the provisions of clauses 9.01 or 9.02 will prevail.
- (d) An employee's request to work a modified scheduled will not be unreasonably withheld by the Employer.

9.05 **Notification of Absence**

- (a) An employee who is going to be absent from work will ensure that the Director of Operations or designee is informed of the reasons for and expected duration of the absence within a reasonable period of time.
- (b) Should an employee fail to comply with clause 9.05 (a), as the case may be, his/her absence may be considered as unauthorized leave without pay unless s/he had legitimate reasons for the non-compliance.
- (c) The Director of Operations will designate a person to be personally contacted in the event s/he cannot be reached.

9.06 **Rest Periods**

- (a) Employees will be entitled to a paid rest period of fifteen (15) minutes during each one half (1/2) working day of not less than three and one half (3 1/2) hours duration.
- (b) Employees will be entitled to an unpaid lunch break of not more than one (1) hour at approximately the midpoint of each seven (7) hour day.

ARTICLE 10 - OVERTIME

10.01 **Authorization**

The Director of Operations will authorize overtime before it is worked.

10.02 Rates and Calculation

- (a) Employees hired to work in labour relations field positions and the Communications Officer will be paid overtime for time worked in excess of thirty-five (35) hours per week and for time worked outside the regular hours of work averaged over a two (2) week period, at the rate of one and one half (1½) times the base rate for the first two (2) hours and double (2x) time the base rate for time worked thereafter.
- (b) All other employees will be eligible for overtime when required to work in excess of seven (7) hours per day or thirty-five (35) hours per week, and;
 - (i) they will be paid overtime rate at one and one half (1 1/2) times the base rate for the first two (2) hours and at double (2x) time the base rate for time worked thereafter;
 - (ii) where an employee is required to work overtime on both of his/her consecutive days of rest, s/he will be paid at double (2x) time for all time worked on the second (2nd) day of rest.

- 10.03 (a) Where an employee is required to work overtime which adjoins his/her regular shift, s/he will receive a minimum compensation of one (1) hour at the applicable overtime rate.
- (b) Where an employee is required to work overtime and the overtime period does not adjoin his/her regular shift, s/he will receive a minimum compensation of two (2) hours at the applicable overtime rate.

10.04 Overtime pay will be banked as lieu days or paid out monthly at the request of the employee. An employee will have no more than twenty (20) days in lieu banked at any point in time. An employee who has more than twenty (20) days banked will attempt to reach mutual agreement with the Director of Operations on a plan to reduce the bank to twenty (20) days. If mutual agreement cannot be reached, then those days in excess of twenty (20) will be paid out on the next month's salary cheque.

10.05 At the time of termination any outstanding time in lieu will be paid out.

10.06 Meal Breaks

- (a) Where an employee is required to work in excess of two (2) hours of overtime on his/her regular work day, s/he will be provided with a meal or be paid a meal allowance of six dollars (\$6.00) and a meal break of one half (1/2) hour at straight time.
- (b) Upon completion of two hours of overtime, clause 10.06 (a) will apply to every four (4) hours of overtime worked contiguously.

10.07 Where an employee is required to work in excess of four (4) hours of overtime on his/her regular day of rest or on a previously mutually agreed-to lieu day, s/he will, upon completion of every four (4) hours:

- (a) Be provided with a meal or be paid a meal allowance of six dollars (\$6.00); and
 - (b) Be allowed a meal break of one half (1/2) hour at straight time.
- 10.08 (a) An employee will be entitled to at least eight (8) consecutive hours of rest between shifts. It will be the responsibility of the Employer to ensure that an employee required to work overtime will be provided with the eight (8) consecutive hours of rest following the overtime worked.
- (b) The Employer may instruct the employee to leave before the usual quitting time of his/her regular shift and/or to report after the usual starting time of his/her next regular shift. Where such instruction is given, the employee's pay will not be docked, nor will s/he be required to make up, for such regular hours not worked.
 - (c) Where such instruction is not given, the employee will be paid at double (2x) time for all hours worked during the rest period provided in Article 10.08 (a).

ARTICLE 11 – CALL BACK

11.01 Where an employee is called back on his/her regular work-day of rest, s/he will:

- (a) Be paid thirty dollars (\$30.00) as travel compensation;
- (b) Be paid at the applicable overtime rates for hours worked with a minimum compensation of two (2) hours at the applicable overtime rate; and
- (c) Upon completion of every four (4) hours:
 - (i) be provided with a meal or be paid a meal allowance of six dollars (\$6.00); and
 - (ii) be allowed a meal break of one half (1/2) hour at straight time.

11.02 Where an employee is called back on a paid holiday or a previously agreed to lieu day, s/he will:

- (a) Be paid thirty dollars (\$30.00) as travel compensation;
- (b) Receive his/her regular work day's pay;
- (c) Be paid at straight time for hours worked up to his/her regularly scheduled daily hours, with a minimum compensations of two (2) hours at straight time;
- (d) Be paid at double time for all hours worked in excess of his/her regularly scheduled daily hours;
- (e) Upon completion of every four (4) hours:
 - (i) be provided with a meal or be paid a meal allowance of six dollars (\$6.00); and

- (ii) be allowed a meal break of one half (1/2) hour at straight time; and
 - (f) Be given a lieu day.
- 11.03 Where an employee is called back more than once on the same day, clauses 11.01 or 11.02, as the case may be, will apply to everyone on such call backs, except that, in the case of clause 11.02, sub clauses 11.02 (b) and (f) will apply only once.
- 11.04 Call back pay under clauses 11.01 (b) and 11.02 (c) and (d) will be calculated in the fashion outlined in clause 10.02.
- 11.05 An employee will be entitled to at least eight (8) consecutive clear hours during the normal break between any two (2) consecutive regular shifts. It will be the responsibility of the Employer to ensure that an employee called back will be provided with the eight (8) consecutive clear hours. To this end, the Employer may instruct the employee to leave before the usual quitting time of his/her regular shift and/or to report after the usual starting time of his/her next regular shift.

Where such instruction is given, the employee's pay will not be docked, nor will s/he be required to make up, for such regular hours not worked. Where such instruction is not given for whatever reason, the employee will be paid at double (2x) time for all hours worked on his/her next regular shift which fall within the eight (8) consecutive clear hours.

ARTICLE 12 - STANDBY

- 12.01 Where an employee is required to standby, s/he will, for each standby period of twenty-four (24) hours or a portion thereof:
- (a) Be paid fourteen dollars (\$14.00), if the standby is on his/her regular work day;
 - (b) Be paid twenty-two dollars (\$22.00), if the standby is on his/her regular day of rest; or
 - (c) Be paid twenty-two dollars (\$22.00), receive his/her regular work day's pay, and be given a lieu day, if the standby is on a paid holiday or a previously mutually agreed-to lieu day.
- 12.02 Where an employee on standby is called back, s/he will be covered, as the case may be, by:
- (a) Both clauses 11.01 and clause 12.02(a);
 - (b) Both clause 11.01 and clause 12.01(b); or
 - (c) Both clause 11.02 and clause 12.01(c), except that s/he will receive only once his/her regular work day's pay and be given only one (1) lieu day.

ARTICLE 13 – SALARIES AND CLASSIFICATION

- 13.01 Both parties to the Collective Agreement recognize that any employee normally improves in skill and ability relative to experience. Employees will start at Step 1 and will advance to the next step on their anniversary date of employment. Advancement to subsequent steps will occur on their subsequent anniversary dates of employment. An employee's anniversary date for the purpose of qualifying for an annual increment will not be changed as a result of a promotion.
- 13.02 Employees hired by the Employer with previous years of experience relevant to their position will be credited with such years of experience and placed on the grid accordingly.
- 13.03 There will be a maximum of two (2) long service increments for each base pay grade as set out in the Salary Appendix. The first long service increment is awarded where an employee has reached the maximum of the base pay grade for his/her present position and has not received an increment within the previous thirty-six (36) month period worked in the position. The second long service increment is awarded at the next anniversary date. Should an employee subsequently be evaluated or promoted to a higher pay grade, no waiting period for the first long service increment will be required.
- 13.04 Where the Employer determines that temporary employees are required, the Employer will determine the rate of pay for such temporary employees and notify the Union.
- 13.05 New classifications may be created during the term of this Agreement. As a result of a new classification, a new pay rate may be established. The Employer will evaluate new classifications and notify the Union of the results of the evaluation including the assigned pay rate.
- In the event the Union disagrees with the decision, the Union may file a grievance at Step 2 of the Dispute Resolution Process (Article 36).
- The Arbitration Board has the express authority to set the rate of pay for the new classification.
- 13.06 Where the Employer determines that the scope and responsibilities of a position have changed or will change, the Employer will evaluate the revised position and notify the Union of the results. An incumbent whose position is evaluated to a lower grade as a result of this clause will be red-circled at his/her current rate of pay and not eligible for future increments; however, such an employee will receive the negotiated increases as a result of collective bargaining.
- 13.07 (a) An employee who has reason to believe that s/he is improperly classified due to a substantial change in job duties, may apply to the Employer to have his/her classification reviewed. The Employer will give consideration to such application and notify the employee accordingly.
- (b) Should the employee feel that s/he has not received proper consideration review, s/he may request that the matter be further reviewed by discussion between the Union and the Employer.

- (c) The Employer will notify the Union of the decision within sixty (60) days of the matter being brought by the Union to the Employer.
 - (d) It is understood by the parties that the classification review is subject to the Dispute Resolution Process.
- 13.08 The rate of base pay set out in Appendix A will not be reduced except with the concurrence of the Union.
- 13.09 The Salary Schedule (Appendix A) reflects the current composition of the bargaining unit. It will be amended each time there is a change to, addition of or deletion of a classification.
- 13.10 The Employer agrees that the Employment Insurance Premium Reduction will be discussed yearly with the employees and allocated in a manner mutually agreed to by the Union and the Employer.
- 13.11 Employees will be paid by direct payroll deposit on a semi-monthly basis. The pay days will be the fifteenth (15th) of each month and the second (2nd) last banking day of each month, except December, where the payday will be the fifteenth (15th) of December and the employees will receive pay for the entire month.
- 13.12 Premium pay, other than overtime, will be paid no later than the month following the month in which it was earned.
- 13.13 Salary Placement on Demotion
- (a) Where an employee is demoted due to bumping as a result of the application of Article 19 (Layoff and Recall), the employee's salary will be the rate on the salary schedule for the new classification which is as close as possible to the employee's old salary rate.
 - (b) Where an employee is demoted due to a temporary need for medical accommodation, the employee's salary will continue to be the rate paid prior to the accommodation.
 - (c) Where an employee is being demoted due to a permanent need for medical accommodation, the employee's salary will be the rate on the salary schedule for the new classification which is as close as possible to the employee's old salary rate.

ARTICLE 14 – PERFORMANCE REVIEWS

- 14.01 The parties recognize that the Employer'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 the Director of Operations focused on:
- (a) The direction and goals of the Employer and the employee's contribution 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, and;
- (f) Guidance and support to enhance employee performance.

14.02 Performance Reviews

The Director of Operations and the employee will complete a written summary of the discussions outlined in clause 14.01 and an evaluation of the employee's performance:

- (a) Before the completion of his/her probationary or trial period; and
- (b) On completion of twelve (12) months and each subsequent twelve (12) months worked in his/her position.

14.03 Rebuttal

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

ARTICLE 15 - PREMIUMS

15.01 Premium pay will be payable in the following instances:

- (a) Where an employee is required to assume the duties and responsibilities of a higher level position, s/he will receive a premium of five percent (5%) of his/her base pay of the difference between his/her regular salary and the minimum base pay for that higher level position, whichever is greater; or
- (b) Where an employee is required to perform higher level duties in addition to some of his/her regular duties and responsibilities for a cumulative qualifying period of five (5) days per fiscal year, s/he will receive a premium of five percent (5%) of his/her base pay for the total period of temporary responsibility including the qualifying period upon its completion.
- (c) When an employee is required to perform the duties and responsibilities of an out-of-scope position temporarily, the employee will be paid a premium of ten percent (10%) of the employee's base rate of pay and have the right to revert back to the former position without loss of benefits or accruable entitlements. Seniority will continue to accrue for a period of six (6) months only.

15.02 The maximum period for responsibility premium will be six (6) months, subject to review by the Director of Operations.

ARTICLE 16 – RETIREMENT/RESIGNATION

- 16.01 The Employer will forward an amount equal to nine (9%) percent of each regular employee's monthly salary to a Registered Retirement Savings account in the name of each individual employee. Individuals receiving this payment directly on their paycheque as of August 21, 2001, are entitled to continue this practice.
- 16.02 An employee with five years of service, who resigns and is fifty-five (55) years of age or older or is resigning due to illness or disability and is not on LTD, will receive a payment of twenty-five (25) days' pay. This payment may be used either as vacation or be paid out on the date of resignation.
- 16.03 An employee, with more than five (5) years of service, who resigns and does not meet the criteria outlined in 16.02 above, will be entitled to a payment as outlined below:
- (a) After six (6) years of employment, one (1) weeks' pay;
 - (b) After seven (7) years of employment, two (2) weeks' pay;
 - (c) After eight (8) years of employment, three (3) weeks' pay;
 - (d) After nine (9) years of employment, four (4) weeks' pay;
 - (e) After ten (10) years of employment, five (5) weeks; pay.

This payment may be used either as vacation or be paid out on the date of resignation.

- 16.04 After completion of the six (6) month probation period, an employee will provide the Employer with ten (10) working days' notice of resignation, not including accrued and unused vacation or compensating time off.

ARTICLE 17 - SERVICE

- 17.01 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.
- 17.02 Approved leave with pay, time on LTD and WCB leave, leave as per Article 27 (Maternity and Parental Leave), or leave as per clause 28.03 for any duration will be counted as service.
- 17.03 Approved leave without pay and time on continuous layoff greater than one (1) calendar month will not be counted as service; however, for the sole purpose of reinstatement of illness only, clause 23.08, approved leave without pay will count as service.
- 17.04 Where a temporary employee becomes a regular employee, his/her temporary employment time will count as regular service.

17.05 An employee will forfeit his/her service when s/he:

- (a) Voluntarily resigns, subject to clause 27.05;
- (b) Is dismissed for just cause;
- (c) Fails to return to work from approved leave of absence;
- (d) Fails to return to work within ten (10) work days of receipt of notice of recall; or
- (e) Is laid off for a period of more than twenty-four (24) consecutive calendar months.

ARTICLE 18 – CONTRACTING OUT

18.01 A person who is not an employee will not perform work that would normally be performed by the employees in this bargaining unit. The work done by NASA Union Stewards does not constitute contracting out of bargaining unit work.

18.02 Where, in special circumstances and for sound and justifiable reasons, the Employer wishes to contract out work, it will only be done by mutual agreement. Where mutual agreement cannot be reached and the Employer has a reasonable concern that the work cannot be completed, then the Employer may contract out and the question may be subject to a grievance.

ARTICLE 19 – LAYOFF AND RECALL

19.01 In the event of a layoff, the Employer will provide twenty-one (21) calendar days' notice in writing to the Union of its intent, outlining the reasons layoff is being considered and disclosing the extent of the issue. Wherever possible, the matter will be discussed in detail with the Union in an attempt to resolve the issues and avoid employee reductions.

19.02 Affected employees will be provided with at least twenty-one (21) calendar days' notice of layoff.

19.03 Where the affected employee is the least senior employee in the bargaining unit, upon receipt of written notice of layoff the employee will be provided fourteen (14) calendar days to choose one of the following options:

- (a) To receive severance pay on the basis of one (1) month's pay per year of service to a maximum of twelve (12) months. Upon receipt of the severance pay the employment relationship will be terminated.
- (b) To be laid off and receive recall rights for a period not to exceed twenty-four (24) months.

- 19.04 Where the affected employee is not the least senior employee in the bargaining unit, upon receipt of written notice to layoff an employee will be provided seven (7) calendar days to choose one of the following options:
- (a) To bump any less senior employee, provided the person exercising this right is qualified to perform the work of the less senior employee. In assessing those qualifications, it is recognized that orientation or training of up to two (2) months may be required. This right to bump includes the right to bump up within the bargaining unit.
 - (b) To receive severance pay on the basis of one (1) month's pay per year of service to a maximum of twelve (12) months. Upon receipt of the severance pay the employment relationship will be terminated.
 - (c) To be laid off and receive recall rights for a period not to exceed twenty-four (24) months.
- 19.05 An employee bumped as result of the application of clause 19.04 (a) will have clause 19.04 applied to them as if they had been the original affected employee. In this case, the notice in clause 19.02 will be reduced to fourteen (14) calendar days.
- 19.06 An employee choosing option 19.03 (b) or 19.04 (c) will have recall rights to any positions that may become available for which the employee is qualified. In assessing those qualifications, it is recognized that orientation or training of up to two (2) months may be required. Recall rights are retained until the employee rejects one offer of recall which is of the same status and salary as the position from which they were laid off.
- 19.07 In the event of a vacancy, the Employer will notify laid off employees in order of seniority. This notification will first be attempted by telephone but will be confirmed in writing, delivered electronically or by courier. The most senior qualified employee will be first recalled.
- 19.08 An employee who is recalled within the first six (6) months of layoff will earn seniority for the period of layoff.
- 19.09 An employee who elects to terminate the employment relationships, pursuant to clauses 19.03 (a) or 19.04 (b), will receive a \$1,000.00 retaining allowance.

ARTICLE 20 – POSTINGS AND PROMOTIONS

20.01 Postings

All vacancies will be posted internally for ten (10) working days. The job description and salary rate will accompany the posting. Internal applicants possessing the qualifications for the job will be granted the position, upon satisfactory evaluation during the trial period. If more than one internal applicant applies for the same position then seniority will prevail.

20.02 Promotions

Where an employee is promoted, his/her new base pay will be within the range of the higher grade for his/her new position. The new base pay will be no less than one full increment above his/her current pay. Increments will thereafter be granted, pursuant to Article 13. If the employee is within three (3) months of his/her next increment of date of promotion, s/he will be granted an additional increment.

ARTICLE 21 – PAID HOLIDAYS

21.01 The following will be paid holidays:

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

21.02 Where a paid holiday under clause 21.01 falls on a Saturday or a Sunday, the paid holiday will be observed on the following Monday.

21.03 Employees will normally be entitled to four and one half (4 1/2) regularly scheduled work days off during the period beginning on the last working day prior to December 25 and ending December 31, as follows:

- (i) the regularly scheduled work days will be designated as days off with pay (i.e., paid but not worked) for regular employees and temporary employees, as specified in clause 2.03 (b), and these employees will receive the base pay they regularly receive for their normal day's work;
- (ii) the regularly scheduled work days will be designated as days off without pay (i.e., unpaid and not worked) for temporary employees, as specified in clause 2.03 (a);
- (iii) where an employee is scheduled and required to work on one (1) or more of these days off, s/he will receive straight time pay; and if s/he is a regular employee or a temporary employee as specified in clause 2.03 (b), s/he will receive an alternative day off with pay in lieu of the designated paid day off at a mutually agreeable time (no more than six (6) months later); failing mutual agreement, the Director of Operations may schedule the employee off or pay the employee for time off in lieu;
- (iv) an employee on stand-by and/or called back during a designated day off with pay will be treated as if s/he were on stand-by or call back on a day of rest;
- (v) to be eligible for these designated days off with pay, an eligible employee must be at work (or be on approved leave with pay) his/her last normal working day before these designated paid days off and his/her first normal working day after.

- 21.04 Where an employee is not required to work on a paid holiday, his/her pay for that holiday will be the pay which s/he regularly receives for his/her normal day's work.
- 21.05 To be eligible for paid holidays, an employee must be at work (or on approved leave with pay) his/her last normal working day before the paid holiday or his/her first normal working day after.
- 21.06 When a paid holiday falls on one of an employee's normal rest days, s/he will be given some other day of paid live in lieu of the day of rest. For the purposes of clause 22.08, an employee will only be considered to have worked on a paid holiday when s/he works on one of the specific days set out in clause 21.01.
- 21.07 When provision of a lieu day cannot be arranged due to operational requirements, the employee will receive a day's pay not later than the end of the month following the month in which the paid holiday occurs.
- 21.08 (a) When an employee is required to work on a paid holiday, s/he will be paid at double time (2x) for all hours worked, and in addition will be given some other day off with pay in lieu of the paid holiday at a mutually agreeable time. Where this provision applies, clause 21.04 will not apply.
- (b) Where the employee works less than his/her regular daily hours, s/he will be paid at straight time for the balance of those hours s/he was not required to work.
- (c) Where a minimum time payment applies, the straight time pay will be for the difference between that minimum and his/her regular hours.
- (d) The minimum payment for working on a paid holiday is two (2) hours at applicable overtime rates.
- 21.09 Part-time Regular and Temporary Employees
- (a) If the paid holiday falls on a day when a part-time or temporary employee works or is normally scheduled to work, this Article will apply as written.
- (b) If the paid holiday falls on a day when a part-time or temporary employee is normally scheduled not to work, this Article will not apply to that employee.

ARTICLE 22 – ANNUAL VACATION LEAVE

22.01 Vacation Year

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

22.02 Earned Vacation Credits

Vacation credits for a full-time regular employee will be earned on the basis of each calendar month of service as follows:

- (a) Starting with his/her appointment – one and two-thirds (1 2/3) work days per calendar month of service (i.e. twenty (20) work days every twelve (12) calendar months of service); and
- (b) Upon completion of one hundred forty-four (144) calendar months (12 years) of service – two and one-twelfth (2 1/12) work days per calendar month of service (i.e. twenty-five (25) work days every twelve (12) calendar months of service); and
- (c) Upon completion of two hundred forty (240) calendar months (20 years) of service – two and one half (2 1/2) work days per calendar month of service (i.e. thirty (30) work days every twelve (12) calendar months of service).

An employee will continue to earn vacation credits for the first two (2) months of approved leave with pay, WCB leave, illness leave and maternity/parental leave. An employee will not earn vacation credits for any other leaves in excess of a month. Where an employee works while on part-time illness leave or returns in a rehabilitation position, either full-time or part-time, vacation credits will accrue at the appropriate level of entitlement and will be pro-rated based on the time at work.

- 22.03 Clause 22.02 will also apply to a part-time regular employee except that his/her vacation pay will be pro-rated in accordance with his/her actual hours worked or paid for (exclusive of overtime and call back).
- 22.04 Where a part-time regular employee becomes a full-time regular employee, his/her former part-time service will, without pro-rating, be considered full-time service for the purpose of earning future vacation credits pursuant to clause 22.02. However, vacation pay for vacation credits, if any, while s/he was a part-time regular employee will remain governed by clause 22.03.
- 22.05 Notwithstanding clause 22.10, but subject to clause 22.07, a regular employee will have the right, in any vacation year, to use all the vacation credits s/he has earned up to the commencement of his/her scheduled vacation time.
- 22.06 In each vacation year, a regular employee will have the right to take his/her vacation in one (1) unbroken period or to split his/her vacation subject to clause 22.07.
- 22.07 Vacation will be scheduled by mutual agreement between the regular employee and the Director of Operations. The Director of Operations will accommodate the employee's choice of vacation time(s), subject to operational requirements. Where operational requirements prevent two (2) or more employees from taking their vacation at the same time, their seniority will be the determinant. However, an employee who chooses to take his/her vacation in one (1) unbroken period will have prior claim to vacation time over an employee who chooses to split his/her vacation.
- 22.08 Where one (1) or more paid holidays fall within a regular employee's vacation, such paid holidays will not be counted as part of the employee's vacation.

- 22.09 Where a regular employee is ill during his/her vacation and produces a medical certificate, the duration of his/her illness will be charged against his/her illness entitlement and will not be counted as part of his/her vacation.
- 22.10 Where a regular employee has exhausted his/her illness leave entitlement, s/he will have the right to use his/her vacation credits, if any, to cover his/her absence due to illness.
- 22.11 The Director of Operations may approve a regular employee's request for carryover of his/her vacation credits to the next vacation year. However, no employee will lose any of his/her vacation credits under any circumstances.
- 22.12 A regular employee will have the right to receive part of all of his/her vacation pay prior to the commencement of hi/her vacation, provided s/he submits such requests to the Director of Operations at least ten (10) work days prior to the commencement of his/her vacation.
- 22.13 Vacation credits, if any, will be paid out to a regular employee on the date of his/her cessation of employment with the Employer.
- 22.14 **Temporary Employees**

This Article will not apply to temporary employees. Instead, such employees will receive vacation pay at the rate of six percent (6%) of their total earnings (exclusive of overtime and callback compensation) for each pay period. For temporary employees, approved vacation leave, if any, will be without pay.

ARTICLE 23 – ILLNESS AND PROOF OF ILLNESS

- 23.01 The Employer and the Union jointly acknowledge their commitment to promoting wellness, encouraging the legitimate use of illness leave, and being proactive in returning employees to work.
- 23.02 "Illness" means illness, injury or quarantine affecting an employee, and includes any medical conditions related to or arising from pregnancy.
- 23.03 "Casual illness" means an illness that caused an employee to be absent from duty for a period of three (3) consecutive work days or less for which no medical certificate is required. Where an employee has used his/her casual illness entitlement in any one (1) service year, s/he may provide a medical certificate for additional absences of three (3) work days or less, and the absence will be considered as general illness.
- 23.04 "General illness" means certified illness which causes an employee to be absent from duty for a period of more than three (3) consecutive work days.
- 23.05 "Service year" begins with the initial date of service and continues with each full year of service thereafter, subject to clause 17.04.

23.06 Medical and Dental Appointments

Time off to attend medical or dental appointments requires authorization of the Director of Operations in advance and will be scheduled to least interfere with the employee's regular hours of work. Time off during scheduled hours of work will be charged against causal illness entitlement.

23.07 Illness Leave

Leave of absence with pay is allowable on account of illness from the initial date of service for twenty-six (26) weeks, i.e., one hundred and thirty (130) work days, per service year, of which two (2) weeks, i.e., ten (10) work days may be used as casual illness.

23.08 Reinstatement of Entitlement

Illness leave is reinstated at the beginning of each year of continuous service (i.e., reinstatement of leave will be based upon a twelve (12) month period related to an employee's service date), subject to the following provisions:

- (a) When an absence on account of illness continues from one service year to the next, the period of leave with pay allowable in respect of that absence is determined according to the year of service in which the absence commenced. The portion of such period of leave which is taken in the succeeding year does not reduce the employee's illness leave for that year.
- (b) After an employee uses his/her illness leave in any one service year, s/he is not entitled to further illness leave in the next service year until s/he has completed ten (10) consecutive work days of service from the date of his/her return to work.

23.09 Illness during Annual Vacation

Should an employee provide a medical certification indicating that s/he was required to be under doctor's care during the course of his/her vacation, s/he will be considered to be on sick leave for the period of the illness subject to the other provisions of this Article. Vacation time not taken as a result of such illness will be taken at a mutually agreeable later date.

23.10 Proof of Illness

- (a) For any absence due to illness in excess of three (3) work days but less than ten (10) work days, an employee will provide a medical certificate to the Director of Operations. The medical certificate will specify:
 - (i) that the employee was unable to attend work and perform his/her regular duties due to illness, and
 - (ii) the duration of illness.

- (b) For an absence due to illness of three (3) work days or less, medical certificates will not be required except where the employee has had a maximum of ten (10) work days of uncertified absence due to illness in a service year.
- (c) Medical certificates may be required for any absence due to illness immediately preceding or following a vacation period or a paid holiday.
- (d) For an absence due to illness that is known initially will be beyond ten (10) work days or when the illness continues beyond ten (10) work days, or where there is a discernable pattern of shorter duration absences as determined by the Director of Operations, the employee will be required to submit medical fitness to work information (medical documentation). Any costs associated with providing this required information will be paid by the Employer. If the employee does not return to work on the specified return date(s), further medical information will be required.

The fitness to work information will indicate:

- (i) that the employee was unable to attend work and perform his/her regular duties due to illness, and
- (ii) the duration of the illness or injury, or the length of required limitations and medical restrictions, and the date the employee will be reassessed, and
- (iii) a prognosis of recovery, or
- (iv) the limitations and medical restrictions to be accommodated in order for the employee to attend work and perform meaningful work.

23.11 Independent Medical Examination

- (a) When extensive efforts have been made to obtain objective medical information from the employee's treating physician(s) to no avail, the Employer may require that an employee undergo an Independent Medical Examination:
 - (i) in the case of prolonged or frequent absence due to illness, or
 - (ii) when it is considered that an employee is unable to satisfactorily perform his/her duties due to disability or illness.

The physician will submit a report to the Director of Operations that speaks to the fitness to work information specified in clause 23.10(d).

Should the opinion of the treating physician and the physician performing the IME differ regarding the status of the employee's health, the dispute will be settled by a third physician. This physician will be selected by mutual agreement of the two physicians, from a list of physicians provided by the Employer, following discussion with the Union.

23.12 Absence during Pregnancy

If a medical condition, related to or arising from pregnancy, causes a pregnant employee to be away from work, she will be treated in the same fashion as any other ill employee.

If such an illness occurs during maternity leave, that employee is entitled to claim illness leave.

23.13 Part-time Regular Employees

For part-time regular employees, this Article will apply except that the pay for absence due to illness will be based on the employee's normally scheduled work hours.

23.14 Temporary Employees

Clause 23.07 will not apply to temporary employees. Instead, temporary employees will earn illness leave at the rate of one (1) work day for each complete month of employment, except that in the case of temporary part-time employees the entitlement will be pro-rated on the basis of their total number of hours worked or paid for (excluding overtime) per month.

23.15 This Article has application only on days on which the employee would otherwise normally be scheduled to work, except as provided in clause 23.12.

ARTICLE 24 – WORKERS' COMPENSATION SUPPLEMENT

24.01 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 Workers' Compensation Board and what s/he would have received had s/he been on leave because of general illness as provided for in Article 23. 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 Article 23, but such payments will not reduce his/her general illness entitlement for that year.

24.02 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 (clause 24.01) and General Illness (clause 23.04) provisions. Such absence will be considered authorized leave without pay.

ARTICLE 25 – SPECIAL LEAVE

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

25.02 Upon receiving authorization from the Director of Operations or designee, an employee will be granted special leave with pay for the following reasons up to the maximum time indicated.

25.03 Compassionate Leave

(a) In the event of death of a son, daughter, brother, sister, spouse (including common-law spouse), parent, parent-in-law or grandparent or the husband or wife of any of these – an employee, so bereaved, will be allowed leave with pay

up to three (3) working days together with any necessary travelling time, not exceeding two (2) working days with pay.

- (b) Otherwise, an employee will be allowed up to one (1) day with pay to attend the funeral of persons other than those specified above.
- (c) Leave with pay up to two (2) working days will be allowed for sudden or serious illness within the immediate family (spouse, child, mother or father):
 - (i) to make arrangements for the care of the person who is ill;
 - (ii) to make arrangements for the care of the children of the person who is ill;
 - (iii) to care for the person who is ill; or
 - (iv) to care for the children of the person who is ill.
- (d) The Director of Operations may authorize leave under warranted conditions on the same terms as provided above in the event of a death or serious illness of persons other than those specified above.
- (e) Should an employee demonstrate to the satisfaction of the Director of Operations that during a period of vacation bereavement as described above occurred and provided the employee attended the funeral, s/he will be allowed compassionate leave and his/her vacation will be credited accordingly.
- (f) If an employee is required to be absent from duty by reason of grave illness of a son, daughter, brother, sister, spouse (including common-law spouse), parent, parent-in-law or grandparent or the husband or wife of any of these – s/he may be allowed compassionate leave in respect of such absence, normally to the extent provided above, at the discretion of the Director of Operations.

24.04 Emergency or Disaster Conditions

Leave with pay for up to one (1) working day will be allowed for emergencies or disasters, demanding the immediate personal attention of the employee or preventing the employee from attending his/her place of employment.

25.05 Birth or Adoption

Leave with pay for up to one (1) working day or less will be allowed for attendance at birth or adoption proceedings of an employee's child.

25.06 Moving

Leave with pay for up to one (1) working day will be allowed for moving household effects when changing place of residence (not to exceed one (1) working day per fiscal year). This provision will not apply to employees who have formally submitted their resignations.

25.07 Citizenship Hearing

Leave with pay for up to one (1) working day will be allowed for employees to attend the formal Canadian Citizenship Hearing to become a Canadian citizen.

25.08 Maximum Entitlement

The maximum length specified for each circumstance requiring use of special leave will not be exceeded, however, special leave may be granted more than once for the same circumstances within a fiscal year, provided the total special leave does not exceed ten (10) working days per fiscal year. Additional compassionate leave (clause 25.03) will be granted when ten (10) days leave with pay has been utilized within a year.

25.09 Temporary Employees

For temporary employees clauses 25.06 and 25.08 will not apply.

25.10 Part-time Regular Employees

A part-time regular employee will be entitled to all special leaves under this Article. However, pay for such special leaves will be prorated in accordance with his/her regularly scheduled hours of work relative to the daily hours of a full-time established position in the same job title.

ARTICLE 26 – WITNESS OF JURY DUTY

26.01 An employee who is required by law to serve jury duty or act as a witness will be paid the difference between his/her normal regular wage for scheduled hours and the fee received, provided however this Article will not apply to any personal action where the employee is the plaintiff or defendant.

26.02 The employee will submit the document that requires him/her to appear as a witness or juror before receiving payment under this Article.

26.03 The employee will work during those working hours that s/he is not required to attend the court proceedings.

ARTICLE 27 – MATERNITY AND PARENTAL LEAVE

27.01 Following one (1) year of service, leave of absence without pay for more than four (4) weeks to a maximum of seventeen (17) weeks for maternity reasons will be granted by the Employer with written notification to the Director of Operations and subject to the following conditions:

- (a) The employee will apply for maternity leave a minimum of three (3) months prior to the expected date of birth.

- (b) The date on which maternity leave will commence will be determined by the employee, in consultation with her physician, unless the pregnancy interferes with the performance of the duties of her position.
- (c) The employee will advise of the anticipated return date.

27.02 An employee on approved maternity leave is entitled to return to the position she held immediately prior to going on leave. If her position no longer exists, she will be placed in alternate work of a comparable nature at the same rate of pay and benefits. An employee who wishes to resume her employment on expiration of her approved maternity leave will provide at least two (2) weeks' notice in writing of the day she intends to resume employment. In the event the employee wishes to resume employment earlier than her intended date of return, she may do so under the following conditions:

- (a) One (1) month following the birth of her baby if a medical certificate is provided;
or
- (b) Six (6) weeks following the birth of her baby if a medical certificate is not provided.

27.03 The employee is required to advise the Director of Operations prior to the commencement of maternity leave regarding the continuation of benefit coverage for the duration of the leave. Benefit coverage will be provided for any health related portion of her absence. The employee will provide medical evidence from her physician specifying the portion of her maternity leave attributable for any health related absence. If an employee opts to continue her benefit coverage with the Employer beyond the illness related portion of her leave, she must pre-pay her premiums for the non-medical portion of her leave.

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

- (a) An employee may apply for top-up benefits during the illness related portion of her maternity leave provided:
 - (i) she is receiving employment insurance maternity benefits;
 - (ii) she has sufficient illness entitlement in accordance with clause 23.07;
and
 - (iii) she provides medical verification as per clause 23.10 specifying the portion of her maternity leave attributable to any illness related absence.
- (b) Evidence of payment of Employment Insurance maternity benefits must be presented to the Employer in order to receive the maternity top-up benefit.
- (c) The maternity top-up benefit will provide the employee with one hundred (100%) percent of gross earnings less deductions.

- (d) An employee who wishes to receive top-up benefits will apply for Employment Insurance maternity benefits as soon as eligible.

27.05 Where an employee has resigned because of pregnancy and is re-employed within twenty-four (24) months, the employee will have her previous unbroken period of service reinstated for the purposes of administering the terms and conditions of this Agreement including all leave entitlements.

27.06 A pregnant employee who satisfies the Employer, through medical evidence from her physician, that continued employment in her present position may be hazardous to her health or to her unborn child, may request a transfer to a more suitable position if one is available. The employee will be paid within the range for the new position. If no suitable position is available and/or the employee is not transferred, she may request maternity leave, if eligible, under this Article. In the event that such leave commences within the first four (4) months of pregnancy, which necessitates an absence of longer than twelve (12) months, the employee may request further leave without pay.

27.07 **Parental Leave**

Following one (1) year of service leave of absence without pay to a maximum of thirty-seven (37) weeks will be granted to an employee for parental leave for his/her newborn or adopted child, with written notification to the Director of Operations and subject to the following conditions:

- (a) The employee will apply for leave a minimum of one (1) month prior to the anticipated birth or adoption date, or provide as much notice as possible.
- (b) Such leave will commence no sooner than the actual birth or adoption date.
- (c) Such leave will commence no later than fifty-two (52) weeks after the actual birth or adoption date.
- (d) An employee is required to advise the Director of Operations prior to the commencement of parental leave regarding continuation of benefit coverage for the duration of the leave. If the employee opts to continue benefit coverage with the Employer during his/her parental leave, s/he must prepay the premium.

27.08 If an employee decided not to return to work and so advises the Director of Operations, benefit coverage as above will be maintained for the duration of the approved leave.

27.09 No employee will be eligible for leave under this Article that is in excess of twelve (12) months, per birth or adoption, unless otherwise approved.

27.10 **Temporary Employees**

- (a) Temporary Employees with less than fifty-two (52) weeks of employment, upon application, in accordance with the provisions of clause 27.01(a), shall be granted leave, to a maximum of fifteen (15) weeks for maternity reasons.

- (b) The employee is entitled to top-up benefits as outlined in clause 27.04 for the illness related portion of the leave.

ARTICLE 28 – LEAVE WITHOUT PAY

- 28.01 Where an employee applies for a leave of absence without pay, it will be granted subject to the approval of the Employer.
- 28.02 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.
- 28.03 Upon written request, an elected Union official will be granted a leave of absence without pay. The Employer will continue all salary and benefits during the period of leave and will invoice the Union.

ARTICLE 29 – BENEFIT PLANS

29.01 Alberta Health Care

The Employer will pay one hundred (100%) percent of the premium cost of the Alberta Health Care Plan for each participating employee, for either single or family coverage.

29.02 Supplementary Health Care

- (a) The Employer will pay one hundred (100%) percent of the premium cost of a Supplementary Health Care Plan for regular employees.
- (b) The Master Policy will govern the details of benefits and eligibility.

29.03 Dental Insurance

- (a) The Employer will pay one hundred (100%) percent of the premium cost of a dental insurance plan for regular employees.
- (b) The Master Policy will govern the details of benefits and eligibility.

29.04 Basic Group Life Insurance

- (a) The Employer will pay one hundred (100%) percent of the premium cost of a Basic Group Life Insurance Plan for regular employees.
- (b) The amount of coverage will be one times the employee's annual earnings, rounded up to the next highest one hundred (\$100.00) dollars, with a minimum of fifteen thousand (\$15,000.00) dollars.
- (c) The Master Policy will govern the details of benefits and eligibility.

29.05 Long Term Disability (LTD)

- (a) The Employer will pay one hundred (100%) percent of the premium cost of a Long Term Disability Plan for regular employees.
- (b) The Plan will provide for benefits of seventy (70%) percent of the employee's pre-disability gross salary. It will have an elimination period of twenty-six (26) weeks, i.e. one hundred and thirty (130) working days.
- (c) While an employee is receiving LTD benefits, the Plan will pay, on behalf of the employee, the Employer's contribution to the employee's Registered Retirement Savings account.
- (d) Where the employee receives LTD benefits, the following conditions will apply regarding return to work:
 - (i) the employee will be returned to the same or a similar positions (job title) provided s/he is medically certified as capable of performing the normal job function of the position (job title) within a twenty-four (24) month period from the date the employee started receiving LTD benefits.
 - (ii) consistent with the rehabilitative employment provisions of the LTD Plan, the Employer will provide rehabilitative employment, wherever possible. An employee offered such rehabilitative employment will have an obligation to accept it.
- (e) Participating employees are eligible for coverage on their date of hire. No benefit is payable for disabilities arising from a condition which existed prior to the effective date of the employee's coverage and for which s/he received treatment during the six (6) month period prior to such date. This limitation of coverage no longer applies after the employee has been actively at work and continuously covered for a period of twelve (12) consecutive months.
- (f) The parties agree that recipients of long term disability insurance benefits will receive an increase in such benefits equivalent to any negotiated general salary increase and effective on the same date as that of the general salary increase.

29.06 Occupational Accidental Death and Dismemberment Insurance

- (a) The Employer will pay one hundred (100%) percent of the premium cost of an Occupational Accidental Death and Dismemberment Insurance Plan for all employees. The amount of coverage will be twenty-five thousand (\$25,000.00) dollars for accidental death and various percentages of that amount for dismemberment as follows:

Loss of or permanent and total loss of use of:

- Both hands 100%
- Both feet 100%
- Sight of both eyes 100%

- One foot and sight of one eye 100%
- One hand and one foot 100%
- One hand and sight of one eye 100%
- Speech and hearing 100%
- Use of both arms 100%
- Paralysis 100%
- One arm or one leg 75%
- One hand or one foot 66 2/3%
- Sight of one eye 66 2/3%
- Speech or hearing 50%
- Thumb and index finger of either hand 33 1/3%
- Hearing in one ear 16 2/3%

(b) The Plan under clause 29.06 (a) will cover death or dismemberment sustained by an employee while performing Employer business. The coverage is in effect from the time the employee arrives at work until s/he leaves work.

(c) The amount of coverage under clause 29.06 (a) will be increased to one hundred thousand (\$100,000.00) dollars when death or dismemberment is sustained by an employee who is away from his/her normal place(s) of business and is travelling on the Employer's business. Such coverage is in effect twenty-four (24) hours a day during the duration of travel.

29.07 Optional Group Life Insurance

The Employer will provide for regular employees on Optional Group Life Insurance Plan, of which one hundred (100%) percent of the premium cost will be paid by each participating employee.

29.08 Optional Group Dependent Life Insurance

The Employer will provide for regular employees on Optional Group Dependent Life Insurance Plan, of which one hundred (100%) percent of the premium cost will be paid by each participating employee.

29.09 Optional Accidental Death and Dismemberment Insurance

The Employer will provide for regular employees and Optional Accidental Death and Dismemberment Insurance Plan, of which one hundred (100%) percent of the premium cost will be paid by each participating employee.

29.10 Benefits Guide and Consultation

The Employer and the Union agree that the level of benefits currently provided will not be reduced without mutual agreement.

29.11 Temporary Employees

- (a) For temporary employees hired for a period of not less than three (3) continuous months, and not more than six (6) continuous months, clause 29.06 will apply.
- (b) For temporary employees hired for a period greater than six (6) continuous months, clauses 29.01, 29.02, 29.03 and 29.06 will apply.

ARTICLE 30 – UNIVERSITY CREDIT COURSES

30.01 After one (1) year of continuous service, with the approval of the Director of Operations, full-time employees will have tuition fees remitted (**Note: employee is not required to prepay fees**) for University of Alberta credit courses on the following basis:

- (a) The Employer will pay fees to the extent of three (3) full course equivalents in a calendar year of which up to two (2) can be taken in the winter season.
- (b) Fees will include only instructional fees and will not cover books, supplies and other costs.
- (c) A maximum of one (1) course per academic session may be taken during the employee's regular hours of work on the recommendation of the Director of Operations and on the mutual understanding that the employee's job requirements are fully met. Make up time arrangements between the Director of Operations 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) The request for payment of fees must be initiated by the employee and recommended by the Director of Operations prior to the commencement of the course.
- (e) A separate request for remission must be provided for each academic session in which a full course or its equivalent is to be taken.
- (f) Employees are responsible for registration and providing proof of registration.
- (g) Approval of subsequent courses is contingent upon evidence of completion being submitted to the Director of Operations.

30.02 Part-time Regular Employees

After one (1) year of continuous service, on the recommendation of the Director of Operations, part-time regular employees will have tuition fees paid (**Note: employee is not required to prepay fees**) for one (1) full course equivalent in a calendar year. Such a course will be taken outside an employee's normally scheduled hours of work.

ARTICLE 31 – HUMAN RESOURCES DEVELOPMENT FUND

- 31.01 The Employer and the Union are committed to learning and development for employees. As part of this commitment, the Employer agrees to provide a Human Resources Development Fund in the amount of seven hundred and fifty (\$750.00) dollars per employee per year.
- 31.02 The purpose of the Fund is to enable employees to:
- (a) Access learning opportunities (courses, workshops or seminars, excluding University credit courses under Article 30) that will improve the employee's performance in his/her current position or develop future job related skills;
 - (b) Access development opportunities when participating in rehabilitative employment as described in clause 29.05 (d) (ii), or
 - (c) Access non-credit University of Alberta courses that enhance employee wellness (e.g. physical education, stress management).
- 31.03 The parties encourage discussion between the employee and the Director of Operations to identify learning and development plans and potential learning opportunities where the Fund may apply, as part of the on-going performance management process. However, the cost of job-specific training required by the Employer or legislations cannot be charged to the Fund.
- 31.04 (a) A regular employee will be entitled to a maximum of seven hundred and fifty (\$750.00) dollars per fiscal year to fund learning opportunities which meet the criteria outlined in clause 31.02.
- (b) A regular employee may request permission to use his/her future annual entitlements to a maximum of two thousand two hundred and fifty (\$2,250.00) dollars for 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 the Director of Operations, meets the criteria outlined in clause 31.02
- Were the identical program of studies referred to in this clause is available at the University of Alberta, the employee will access that program.
- Where such a program is approved under this Article, the employee will not be eligible for funding in the following two (2) fiscal years.
- (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 accommodations, but will not cover membership fees.
 - (d) There will be no carryover of any unused portion of an employee's maximum entitlement to a subsequent fiscal year.

- 31.05 Learning opportunities under this Article may be accessed during an employee's regular hours of work, subject to the approval of the Director of Operations. Where the learning opportunity is of mutual benefit to the employee and the Employer, the time off will be with pay. In other cases, make up time arrangement between the employee and the Employer 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.
- 31.06 (a) The Employer will pay course fees on behalf of the employee directly to the institution concerned.
- (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.
- 31.07 (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.
- 31.08 (a) No employee will have access to the Fund once s/he has left the employ of the Employer, subject to clause 31.07.
- (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.

ARTICLE 32 – REPLACEMENT OF EQUIPMENT

- 32.01 Where an employee requires equipment or supplies to properly perform the job, the Employer will provide such equipment at no cost. The equipment purchased will remain the property of the Employer.

ARTICLE 33 – RELIGIOUS OBSERVANCE

- 33.01 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 Director of Operations and the employee.

ARTICLE 34 – DISCIPLINE

- 34.01 (a) The Employer follows a progressive process of discipline. The Employer may discipline, demote, or dismiss an employee for just cause.
- (b) Discipline should be administered in a timely manner and maintain the employee's dignity and self-respect. Therefore, the Director of Operations 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.

34.02 Non-Disciplinary Actions

The following circumstances do not constitute disciplinary action:

(a) **Coaching**

When there are concerns about an employee's performance or conduct, the Director of Operations 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**

The Director of Operations may give an employee a letter of counseling designed to improve the employee's performance or conduct, which outlines performance expectations. The employee may provide a written rebuttal to the letter of counseling within a reasonable time. Neither the letter of counseling nor the rebuttal will be placed on the employee's Personnel File.

(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.

34.03 Pre-Disciplinary

If the Director of Operations is considering disciplinary action, an investigation into the matter may be necessary to ascertain all the relevant facts prior to making any 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 the employee, s/he will be entitled to have a Union Steward in attendance and the Employer will inform the employee of this right.

- 34.04 An employee notified of an investigation interview or formal disciplinary meeting, and who then makes a claim under Article 23, Illness & Proof of Illness, will have no extraordinary rights under this Article.

34.05 **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 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 and advise the Employer of their right to Union representation.
- (ii) the Employer will hold a disciplinary meeting with the employee.
- (iii) prior to taking any disciplinary action, the Employer will discuss the proposed action with the Union Steward or a Union Representative.

(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 that includes 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.

34.06 **Access to Dispute Resolution Process**

The employee will have the right to apply Article 36, Dispute Resolution Process, following any disciplinary action.

34.07 Notification if Employee is 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 (5) days of the date of mailing.

34.08 Employee Personnel File

No document will be held on the employee's personnel file unless the employee has been provided a copy. By request, an employee will be entitled to examine the contents of his/her Personnel File during regular hours of work. By employee written request, adverse reports and disciplinary actions more than one (1) year old will be cleared from the employee's Personnel File if no further adverse reports or disciplinary actions have been submitted. The Employer will not use any document that is not on an employee's personnel file in any action against an employee.

ARTICLE 35 – POSITION ABANDONMENT

35.01 Abandonment of Position

An employee who absents himself/herself from his/her employment without permission and who has not informed the Director of Operations will, after three (3) consecutive work days of such unauthorized absence, be considered to have abandoned his/her position and will be deemed to have resigned, unless it is subsequently demonstrated by the employee that circumstances beyond his/her control prevented him/her from reporting to his/her place of work and from contacting the Director of Operations.

ARTICLE 36 – DISPUTE RESOLUTION PROCESS

36.01 General Principles

(a) 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-Employer relationship.

The purpose of the dispute resolution process is to resolve problems, complaints and grievance 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.

(b) **Disclosure**

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

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

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

36.02 Step 1 – Problem Solving Procedure

When problems arise they will be addressed in a timely fashion, to restore a harmonious workplace. Within ten (10) days of becoming aware of the existence of a problem, employee(s) will first advise the Director of Operations of the existence of the problem. The employee(s) and the Director of Operations will make every possible effort to problem solve the matter by informal discussion. The Director of Operations will communicate a decision within five (5) working days of presentation of the problem.

36.03 Step 2 – Complaint Resolution Procedure

If the decision of the Director of Operations at Step 1 is not satisfactory to the employee(s) then the complaint will be forwarded to the President of NASA with a copy to the Director of Operations. The employee(s) will present the complaint in writing and will include:

- (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);
- (iv) the remedy sought;
- (v) the article, paragraph or paragraph(s) of the agreement allegedly violated or the alleged occurrence said to have caused such grievance;
- (vi) signature(s) of the employee(s) and a representative of the Union.

Such a complaint/difference will be raised within ten (10) days of the decision of the Director of Operations in Step 1.

The President will call a meeting of the Executive Committee for the purpose of hearing the presentation of the complaint. The employee(s) and an official representative of the Union will attend the meeting to present the complaint to the Executive Committee. The Director of Operations may be present to explain his/her view of the matter. The meeting will be held within ten (10) days of receipt of the grievance.

A decision of the Executive Committee will be provided, in writing, within ten (10) days of the meeting.

36.04 **Step 3 – Grievance Arbitration**

(i) **Individual Grievance**

An individual grievance will be defined as any difference arising out of the interpretation, application, operation, administration or alleged violation of the Collective Agreement, and including any dispute as to whether the difference is arbitrable and affecting an individual employee.

(ii) **Policy Grievance**

A policy grievance will be defined as any difference arising out of the interpretation, application, operation, administration, or any contravention or alleged contravention of this Agreement, and affecting either party and/or more than one employee.

If the response at Step 2 above is not satisfactory to the aggrieved party it may, within twenty (20) work days, be referred to an arbitration process.

If such referral is made, the aggrieved party will submit it in writing addressed to the other party and at the same time state their nominee. Within fifteen (15) days thereafter, the other party will nominate a nominee, provided however, that if such party fails to nominate a nominee as herein required, the Labour Relations Board for the Province of Alberta will have power to effect such appointment upon application thereto by the party invoking the arbitration procedure. The two nominees so nominated will attempt to select by agreement a Chair of the Board of Arbitration within fifteen (15) days. If the nominees are unable to agree on a Chair, either party may request the Director of Mediations Services to appoint a Chair.

However, the parties hereto may mutually agree to select one (1) 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.

No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.

The Board of Arbitration will not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify, add to or amend any part of this Agreement. The jurisdiction of the Board of Arbitration will be confined to the issue in dispute. The decision will be unanimous or one reached by a majority of the members of the Board of Arbitration; provided, however, that if there is no majority decision of the Board of Arbitration then the decision of the Chair will constitute the final binding decision of the Board.

The Board so selected will determine any question of arbitrability or jurisdiction.

In the event that a Board of Arbitration deals with a matter relating to termination, then the Board has the authority to reinstate an employee with or without compensation for wages and any other benefits lost, or to make any other award it may deem just and

reasonable which would be consistent with the terms of the Agreement.

Each of the parties hereto will bear the expense of their nominee and the parties will jointly bear the expense, if any, of the Chair of the Board of Arbitration.

The party initiating arbitration 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 matter to be placed before the Board; and
- (iii) of the right of that third party to be present and represented.

The initiating party will provide a copy of said notice(s) to the party responding to the grievance.

36.05 Grievance Replies

All grievances will have replies in writing stating reasons for the decision, with copies to the employee(s) and the Union.

36.06 Time Limits

Any of the aforementioned time limits may be extended or placed in abeyance upon mutual agreement in writing to the parties. All of the aforementioned time limits referred to in this procedure will be exclusive of Saturdays, Sundays, paid holidays or official Employer-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.

36.07 Designated Official of the Union

For the purpose of this article, the Union will annually notify the Director of Operations of the name of the individual who is the "designated official of the Union" and will notify the Director of Operations as and when amended.

ARTICLE 37 – DISCRIMINATION or HARASSMENT COMPLAINTS

37.01 The parties recognize the importance of creating and maintaining a work environment free of discrimination and harassment. There will be no discrimination, harassment, restriction or coercion practiced by either party in respect of any employee.

37.02 Harassment is conduct or comments, which are intimidating, threatening, demeaning or abusive and may be accompanied by direct or implied threats to status or job.

Harassment has the impact of creating a work environment that is hostile and limits employees in their pursuit of work goals.

- 37.03 Discrimination is any act or omission based on age, race, colour, creed, national origin, political or religious belief, sex, sexual orientation, marital status, physical disability or in respect of an employee's or Employer's exercising any right conferred under this Agreement or any law of Canada or Alberta.
- 37.04 The behavior that constitutes discrimination and harassment may be physical or psychological in nature. It may be one incident or a series of incidents.
- 37.05 In any situation where an employee files a complaint of harassment or discrimination, the Employer will take whatever steps are necessary to ensure that the employee is not required to be in contact with the respondent to the complaint until the matter has been resolved.
- 37.06 An employee who believes that s/he has been harassed or discriminated against will first discuss the matter with the Director of Operations to determine if an informal resolution to the situation is possible. If informal resolution is not possible, the employee will formally lodge a complaint in writing with the Director of Operations.
- 37.07 Within ten (10) days of being presented with a formal complaint, the Director of Operations will begin an investigation into the complaint. If, in the Director of Operation's opinion the situation warrants, s/he will appoint an independent investigator to conduct the investigation into the complaint. The results of the investigation will be made available to the employee and the respondent within thirty (30) days of the investigation's commencement.
- 37.08 If the investigation indicates that harassment or discrimination did occur, the Director of Operations will ensure that whatever steps are necessary to resolve the incident or situation are implemented.
- 37.09 If the employee is dissatisfied with the results of the investigation or with the steps taken to resolve the matter, s/he may file a grievance at Step 3 of the Dispute Resolution Procedure.

ARTICLE 38 – JOINT COMMITTEE

- 38.01 The parties recognize the importance of maintaining a harmonious relationship. To that end, they agree to establish a Committee whose mandate is to meet periodically in order to resolve problems and to exchange relevant information pertaining to each other's operations.
- (a) Composition:
- (i) the Committee will be comprised of two (2) Employer representatives and two (2) Union representatives;
 - (ii) the Committee may call upon additional persons as resource expertise.

- (b) Powers:
 - (i) the Committee may establish ad hoc sub-committees as it deems necessary and will set their terms of reference;
 - (ii) the Committee will meet at the call of either party or at least once every three (3) months at a mutually agreeable time and place;
 - (iii) an Employer representative and a Union representative will alternate in presiding over meetings of the Committee.

- (c) Terms of Reference – the Committee will operate within the following terms of reference:
 - (i) review matters relating to the maintenance of good relations between the parties;
 - (ii) investigate conditions causing grievances and misunderstandings and recommend/advise regarding appropriate resolution;
 - (iii) resolve problems pertaining to the interpretation and administration of this Agreement;
 - (iv) discuss matters of mutual interest or concern;
 - (v) make joint recommendations on changes to the Agreement;, to their respective principals;
 - (vi) employees will not suffer any loss of regular earnings for time spent on the Committee or its ad hoc sub-committees.

ARTICLE 39 – VEHICLE ALLOWANCE, MILEAGE AND PARKING

39.01 Vehicle Allowance, Mileage and Parking – Field Staff

Field Staff will receive a vehicle allowance of one hundred and fifty (\$150.00) dollars per month. Where field staff are required to use their own vehicle for travel on behalf of the Employer outside the corporate limits of the City of Edmonton, they are entitled to reimbursement at the mileage rate of forty-six (\$0.46) cents per kilometer. The Employer will pay the full cost for campus wide parking permit for field staff and will pay parking expenses incurred off campus while on Employer business.

39.02 Mileage and Parking – Office Staff

An employee, who is authorized to use his/her own vehicle for travel on behalf of the Employer, will be entitled to reimbursement at the mileage rate of forty-six (\$0.46) cents per kilometer. Parking expenses incurred while on Employer business will be paid.

ARTICLE 40 – EMPLOYEE EXPENSES FOR EMPLOYER BUSINESS

40.01 Where an employee is required to travel on behalf of the Employer and is away from his/her regular domicile, for each overnight stay, s/he will be entitled to claim the cost of accommodations upon production of a receipt of thirty (\$30.00) dollars for each night where private arrangements are made by the employee. In addition, the employee will be entitled to a daily miscellaneous allowance of ten (\$10.00) dollars.

40.02 Where an employee is required to purchase meals when on Employer business, s/he may claim the following:

- (a) Breakfast: ten (\$10.00) dollars
- (b) Lunch: ten (\$10.00) dollars
- (c) Dinner: twenty-five (\$25.00) dollars

Where meals cannot be purchased in the amounts indicated above, the employee will be reimbursed for actual costs of all meals upon production of receipts.

ARTICLE 41 – DURATION OF AGREEMENT AND COLLECTIVE BARGAINING

41.01 Unless otherwise expressly provided herein, this Agreement will take effect from the date of ratification until March 31, 2012. This Agreement will remain in effect thereafter until a replacement Agreement comes into force.

41.02 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 sixty (60) nor more than one hundred and twenty (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 proposals, 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) Where notice to commence collective bargaining has been served by either party, a negotiating committee will be appointed normally consisting of three (3) persons appointed by the Employer and three (3) persons appointed by the Union.
- (c) Any notice required will be deemed to have been sufficiently 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 (2) days of the date of mailing.
- (d) Notice for the purpose of this Agreement will be addressed in the case of the Employer, to the Director of Operations, or in the case of the Union, to the Chief Steward of the bargaining unit.

41.03 Conclusion of an Agreement

- (a) The negotiating committees will consider the proposals and, within a period of three (3) months from the date of the notice, or such longer period as mutually agreed upon by the parties, will transmit its report to the Executive of the

Employer and the Union, Local 1158, 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 fourteen (14) days of the receipt of the report of the negotiating committees, the parties will each advise whether the recommendations are in whole or in part accepted or rejected.
- (c) Where recommendations have been made by the negotiating committees covering all proposals and where such recommendations are accepted by both the Employer and the Union, Local 1158, 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.

41.04 Collective bargaining disputes will be settled in accordance with the provisions of the *Code*.

Signed this **31** day of **March**, 2010.

**ON BEHALF OF THE NON-ACADEMIC
STAFF ASSOCIATION**

**ON BEHALF OF THE CANADIAN UNION
OF PUBLIC EMPLOYEES LOCAL 1158**

original signatures on file

original signatures on file

_____ CUPE Representative

**APPENDIX A
Salary Schedule**

Effective July 1, 2009

These salary rates will be adjusted by an increase of 4.75%.

HOURLY RATE

Pay Levels	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	LSI 1	LSI 2
I	20.77	21.53	22.36	23.18	24.06	24.96	25.87	26.88	27.82
II	24.46	25.44	26.39	27.41	28.50	29.63	30.82	32.01	33.21
III	28.45	29.64	30.89	32.16	33.48	34.87	36.30	37.83	39.38
IV	38.84	40.59	42.49	44.40	46.45	48.54	50.77	53.03	55.40

MONTHLY RATE (BASED ON 35 HOUR WEEK)

Pay Levels	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	LSI 1	LSI 2
I	3150.12	3265.38	3391.27	3515.63	3649.10	3785.60	3923.62	4076.80	4219.37
II	3709.77	3858.40	4002.48	4157.18	4322.50	4493.88	4674.37	4854.85	5036.85
III	4314.92	4495.40	4684.98	4877.60	5077.80	5288.62	5505.50	5737.55	5972.63
IV	5890.73	6156.15	6444.32	6734.00	7044.92	7361.90	7700.12	8042.88	8402.33

Effective April 1, 2010 to March 31, 2011 of the Collective Agreement, there will be a salary re-opener.

For April 1, 2011 to March 31, 2012 of the Collective Agreement, there will be a salary re-opener.

Note: Only the salary grid will be negotiated not changing LSI to steps.

At the time of signing, the Pay Levels listed above can be ascribed to current position titles (Job Classifications) within the staff complement as follows:

I = Secretary/Receptionist

II = Executive Assistant; Finance Officer

III = Communications Officer

IV = Labour Relations Officer

**APPENDIX B
LETTER OF UNDERSTANDING**

BETWEEN

**THE NON-ACADEMIC STAFF ASSOCIATION
(the EMPLOYER)**

and

**THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 1158
(the UNION)**

RE: EMPLOYEE HEALTH

The parties agree it is mutually beneficial to promote good health through physical activity and exercise.

The Employer agrees to arrange for all employees and their immediate family to have full access to physical education and recreation facilities on the University of Alberta Campus, without cost to the employee.

This Letter of Understanding will be attached to and form part of the Collective Agreement.

Signed this **31** day of **March**, 2010.

**ON BEHALF OF THE NON-ACADEMIC
STAFF ASSOCIATION**

**ON BEHALF OF THE CANADIAN UNION
OF PUBLIC EMPLOYEES LOCAL 1158**

original signatures on file

original signatures on file

CUPE Representative

APPENDIX C
LETTER OF UNDERSTANDING

BETWEEN

THE NON-ACADEMIC STAFF ASSOCIATION
(the EMPLOYER)

and

THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 1158
(the UNION)

RE: GUIDING PRINCIPLES – EMPLOYEES and VOLUNTEERS

The parties recognize that volunteers perform an invaluable service to the Employer. The parties also recognize the need to clearly delineate the difference between the roles and responsibilities of employees and volunteers. As a result, the parties are committed to creating guiding principles for defining the parameters within which each group will function. These guiding principles will be developed by the Labour/Management Committee no later than six (6) months from the date of ratification of this Collective Agreement.

This Letter of Understanding will be attached to and form part of the Collective Agreement.

Signed this **31** day of **March**, 2010.

**ON BEHALF OF THE NON-ACADEMIC
STAFF ASSOCIATION**

**ON BEHALF OF THE CANADIAN UNION
OF PUBLIC EMPLOYEES LOCAL 1158**

original signatures on file

original signatures on file

_____ CUPE Representative

APPENDIX D
LETTER OF UNDERSTANDING
BETWEEN
THE NON-ACADEMIC STAFF ASSOCIATION
(the EMPLOYER)

and

THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 1158
(the UNION)

RE: MASTER POLICY - BENEFITS

The parties agree to include the Master Policy referenced in Article 29 (Benefit Plans) as an appendix to the Collective Agreement. When the policy is finalized and available, it will replace this appendix and form part of the Collective Agreement.

Signed this **31** day of **March**, 2010.

**ON BEHALF OF THE NON-ACADEMIC
STAFF ASSOCIATION**

**ON BEHALF OF THE CANADIAN UNION
OF PUBLIC EMPLOYEES LOCAL 1158**

original signatures on file

original signatures on file

CUPE Representative

APPENDIX E
LETTER OF UNDERSTANDING
BETWEEN
THE NON-ACADEMIC STAFF ASSOCIATION
(the EMPLOYER)

and
THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 1158
(the UNION)

RE: ALBERTA HEALTH CARE PREMIUMS

The Alberta Government has announced that premiums for Alberta Health Care will be discontinued effective January 1, 2009. The parties recognize that as a component of the benefit package, these premiums currently form part of the total compensation package for employees. The parties further agree that the funds realized from the discontinuation of AHC premiums should be utilized in a manner that is consistent with the provision of health benefit coverage.

As a result, the parties agree to refer discussions on what to do with these funds to the Labour/Management Committee. Any recommendation from that committee will be subject to ratification by the principals of each party.

This Letter of Understanding will be attached to and form part of the Collective Agreement.

Signed this **31** day of **March**, 2010.

**ON BEHALF OF THE NON-ACADEMIC
STAFF ASSOCIATION**

**ON BEHALF OF THE CANADIAN UNION
OF PUBLIC EMPLOYEES LOCAL 1158**

original signatures on file

original signatures on file

CUPE Representative

APPENDIX F
LETTER OF UNDERSTANDING

BETWEEN

THE NON-ACADEMIC STAFF ASSOCIATION
(the EMPLOYER)

and

THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 1158
(the UNION)

RE: EMPLOYMENT INSURANCE PREMIUM REDUCTION EMPLOYEE PERCENTAGE

The parties agree that the Employees portion of the EI Premium Reduction, (5/12^{ths}) from the year's 2000 to 2009 shall be credited towards the costs of benefit plans as outlined in Article 29. For the calendar year 2010-2012, the Employees portion of the EI Premium Reduction shall be allocated to the cost of benefit plans for the Employees.

The Employer will provide the Union with financial documentation showing this allocation.

This Letter of Understanding will be attached to and form part of the Collective Agreement.

Signed this **31** day of **March**, 2010.

**ON BEHALF OF THE NON-ACADEMIC
STAFF ASSOCIATION**

**ON BEHALF OF THE CANADIAN UNION
OF PUBLIC EMPLOYEES LOCAL 1158**

original signatures on file

original signatures on file

_____ CUPE Representative

MEMORANDUM OF SETTLEMENT

BETWEEN

THE NON-ACADEMIC STAFF ASSOCIATION

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 1158

1. The Parties agree that the Wage Re-opener for 2010 has now concluded as outlined in this Memorandum of Settlement and this settlement forms a part of the Collective Agreement for October 30, 2009 to March 31, 2012.
2. Effective April 1, 2010, the salary scales contained in Appendix A of the Collective Agreement will be increased by 3.08%.
3. The Parties agree to implement eight furlough days which will be July 2, November 12, December 24, December 28, December 29, December 30, December 31, 2010 and January 4, 2011.
4. The levy of the 3.08% for the furlough days will be applied over the 12 month period.
5. As of April 1, 2011 the 3.08% lift on the salary scales remains and the eight furlough days will have expired.
6. There will be no reconciliation of the furlough levy against furlough days taken or not taken. The levy will be applied to all employees regardless of start date, end date or any leaves that are taken.
7. The negotiated increase is applied to the 2010-2011 salary grid contained in Appendix A of the Collective Agreement and the following will be calculated based on this grid:
 - a) LTD insurable earnings
 - b) RRSP Contributions
8. The furlough levy is applied to the employee's base pay as per the new salary grid for 2010-2011 after the application of the negotiated increase per "6" above. WCB, CPP, EI and Taxes are calculated based on salary less the furlough levy.
 - a) The Furlough Days Levy has no impact on the following:
 - i. LTD payments
 - ii. Maternity leave top up
 - iii. Severance
 - iv. Recognition of Service allowance
 - v. Pay in lieu in notice
 - vi. Pay in lieu of vacation for employees going on or off LTD

- vii. Pay in lieu of vacation at the time employment is terminated
- viii. Allowances: Vehicle, Mileage, Parking, and Expenses for Employer Business.

b) The Furlough Days Levy does impact the following:

- i. Responsibility Pay
- ii. Promotions
- iii. Overtime
- iv. Pay on Special Leave, Illness Leave, Vacation Leave, or any other Leave with Pay.
- v. The Furlough Days levy continues to be applied during the notice period.
- vi. Pay in lieu of vacation, except as noted in 7 vi and vii.
- vii. Pay in lieu of paid holidays and vacation when paid as a percentage of salary.

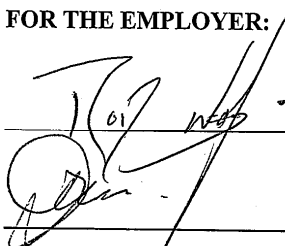
9. The furlough levy will apply to part time employees regardless of whether the employee is required to work on a furlough day.

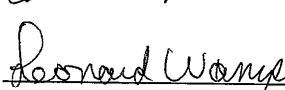
10. Recognizing that we are two different Unions providing services to two different memberships, CUPE 1158 members are willing and have always been willing to stand in solidarity with the members of NASA. This message will be conveyed to the general NASA membership announcing the conclusion of the wage re-opener.

11. The Bargaining Committees agree to publicly support and recommend to their respective principals the tentative agreement signed this date, for immediate ratification.

SIGNED THIS 19 DAY OF April, 2010 IN EDMONTON, ALBERTA.

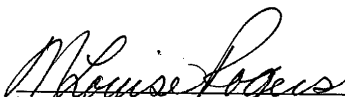
FOR THE EMPLOYER:

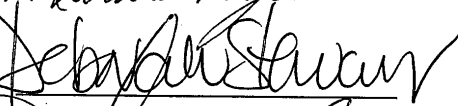





Leonard Womple

FOR THE UNION:





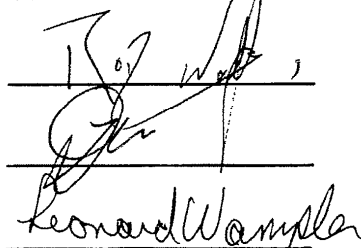


ADDENDUM
TO THE
MEMORANDUM OF SETTLEMENT DATED APRIL 19, 2010
BETWEEN
THE NON-ACADEMIC STAFF ASSOCIATION
AND
THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 1158

The Parties Agree that the intent of the Memorandum of Settlement between NASA and CUPE Local 1158 is that the levy for the eight (8) furlough days be calculated in the same way as the agreement between NASA and the U of A for the furlough days – 2.98%.

SIGNED THIS 21st DAY OF APRIL, 2010 IN EDMONTON, ALBERTA.

FOR THE EMPLOYER:



Leonard Wampler

FOR THE UNION:

