

University of  
Lethbridge



## **COLLECTIVE AGREEMENT**

**BETWEEN THE**

**GOVERNORS OF  
THE UNIVERSITY OF LETHBRIDGE**

**AND THE**

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

**July 01, 2020 – June 30, 2024**

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This Agreement made the 15th of December 2022

BETWEEN

The Governors of The University of Lethbridge,  
a body corporate operating The University of Lethbridge  
(hereinafter called the "Board").

OF THE FIRST PART

and

The Alberta Union of Provincial Employees  
(hereinafter referred to as the "Union").

OF THE SECOND PART

and

WHEREAS, *The Public Service Employee Relations Act*, R.S.A 2000 P.43, (hereinafter called the "*Act*") applies to The University of Lethbridge (hereinafter called the "University") and the support staff of the University; and

WHEREAS, pursuant to the provisions of the said *Act* the Union has the right to negotiate on behalf of the Board's said Employees; except those excluded under the provisions of Clause 1.01 (f) of this Agreement and any group subsequently opting out under the provisions of the *Act*; and

WHEREAS, the parties are mutually desirous of entering into an Agreement as defined in said *Act* containing provisions with reference to rates of pay, hours of work and other terms or conditions of employment and providing a procedure for the consideration of grievances and the settlement of disputes.

NOW THEREFORE, THIS AGREEMENT WITNESSETH that in consideration of the premises the parties hereto mutually covenant and agree with each other as follows:

**ARTICLE 1**  
**Interpretation**

1.01

In this Agreement, unless the context otherwise requires:

- (a) "Union" means The Alberta Union of Provincial Employees,
- (b) "Board" means The Governors of The University of Lethbridge,
- (c) "Local" means Local 053 of The Alberta Union of Provincial Employees,
- (d) "Member" means an Employee of the University of Lethbridge who is included in the Collective Bargaining Agreement and who is a member of the Union,
- (e) "Employee" means all of the support staff of The University of Lethbridge except persons designated by the Board as employed in the following positions:
  - (i) Administrative and professional positions which are accorded management status.
  - (ii) Positions having major supervisory responsibilities.
  - (iii) Positions which are of a confidential nature with respect to labour relations.
  - (iv) Positions which are designated as student jobs.

A student job is one which would not normally be performed by a non-student employee. However, where students are employed in a classification covered by this Agreement, they shall be deemed to be employees under this Agreement.
  - (v) Positions in which incumbents are paid from funds which are held in trust by the University.
  - (vi) Positions in which persons are employed under special or cost shared programs subsidized in whole or in part by the Provincial and/ or Federal Government(s), provided they shall not replace bargaining unit employees and do not affect the employment security of existing Regular and Sessional Employees.
- (f) Employment Status
  - (i) "Full-time Employees" are engaged to perform work on an established schedule based on the normal daily and weekly hours of work for their classification.
  - (ii) "Part-time Employees" are engaged to perform work on an established schedule during only part of the normal work day, or on less than the full number of work days in each week, but not less than one-half (½) the applicable full-time hours per week.
- (g) Appointment Type
  - (i) "Continuing Employees" are engaged on either a full-time or part-time basis to perform duties, which are of a continuous nature of indefinite extent.

- (ii) "Recurring Term Employees" are engaged on either a full-time or part-time basis for specified periods of employment of a recurring nature, approximately coinciding with the sessional periods established by the University Calendar.
- (iii) "Limited Term Employees" are engaged on either a Full-time or Part-time basis for a contractually limited period directly related to a defined project or for limited term funding. The minimum period is six (6) cumulative months and the maximum period is thirty-six (36) cumulative months.
  - (A) Limited Term positions may be "recurring in nature"
  - (B) The nature and duration of the terms and the periods of employment shall be specified in the Employee's letter of appointment, copies of which shall be sent to the Local.
  - (C) Should the appointment not conclude at thirty-six (36) cumulative months from the commencement date of the appointment, the Employee's status shall become Continuing or Recurring Term as applicable.
  - (D) Should the appointment conclude within thirty-six (36) cumulative months from the commencement date of the appointment, the Employee shall not be rehired to the same classification in the same department for the same project in a Limited Term appointment until at least one (1) year has passed.
  - (E) Limited Term Appointments within the same classification in the same department for the same project may be extended in consultation with the Union, provided they do not exceed thirty-six (36) cumulative months in total.
- (iv) "Temporary Employees" are engaged on either a full-time or part-time basis to replace Employees who are absent.
- (v) "Casual Employees" are Employees who cannot be defined as Continuing, Recurring Term, Limited Term or Temporary Employees.
  - (A) It is agreed that Casual Employees will not be employed to perform work that is known to be of a Continuing, Recurring Term, or Limited Term nature. Therefore, the status of a Casual Employee, working either full-time or part-time, will be changed to that of a Continuing, Recurring Term, or Limited Term Employee once the period of continuous employment exceeds six (6) months in the same Position.
  - (B) Those Casual Employees, working either full-time or part-time on a continuous basis for more than four (4) months and who are terminated at or before six (6) months shall not be rehired to another Casual position within the same classification in the same Department for six (6) months following the date of termination. The six (6) month waiting period may be waived by mutual agreement between the Union and the Board.

- (C) The Appointment Type of a Casual Employee who in the course of recurring periods of employment no longer retains the employment attributes of a Casual Employee will be changed to that of a Continuing, Recurring Term or Limited Term Employee.
- (h) "Employment year" begins with the date of employment and continues for one (1) full year thereafter unless the date of employment is changed by the operation of the terms of this Agreement.
- (i) "Work day" means any day on which an Employee is expected to be at their place of employment.
- (j) "Position" is the collection of specific duties and tasks normally assigned to an Employee.
- (k) "Manager" is the first out-of-scope individual to whom an Employee reports, directly or indirectly.
- (l) "Senior Administrator" is defined by University policy and the positions are listed in Appendix 1, which may be updated from time to time.

## ARTICLE 2

### Application of Agreement

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

#### 2.01 Continuing Employees

- (a) Continuing Full-time Employees shall be granted all the terms and conditions of this Agreement that are applicable.
- (b) Continuing part time Employees shall be granted, on a prorated basis, all the terms and conditions of this Agreement that are applicable.

#### 2.02 Recurring Term Employees

- (a) Recurring Term Full-time and Part-time Employees shall be granted, on a prorated basis, all the terms and conditions of this Agreement that are applicable during the recurring period of employment.
- (b) During the period of layoff, Recurring Term Employees may
  - (i) elect to continue benefits by paying the full premiums, and
  - (ii) have access to funds in their HWSA (Clause 40.03).

#### 2.03 Limited Term Employees

Limited Term Employees shall be granted all the terms and conditions of this Agreement, except that the following Articles shall be modified as follows:

- (a) Article 31 Lay-off and Recall - Shall not apply except with respect to notice of temporary lay-off pursuant to Article 31.06.
- (b) Article 36 General Illness - Benefits payable under the provisions of this Article shall cease at the end of the specific period of employment.
- (c) Article 38 L.T.D.I. - Benefits payable under the provisions of this Article shall continue to a maximum of twenty-four (24) months from the end of the qualifying period.

2.04

Probationary Employees

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

- (a) Article 30 Seniority
- (b) Article 31 Lay-off & Recall
- (c) Article 34 Rights on Transfer
- (d) Article 36 General Illness
- (e) Article 38 L.T.D.I.
- (f) Article 40.01 Dental Plan
- (g) Article 41 University Courses
- (h) Article 43 Staff Development

2.05

Temporary Employees

Temporary Employees shall be provided with a letter of appointment outlining rate of pay, classification, minimum hours of work, date of employment, approximate termination date, benefit entitlements (if applicable).

- (a) Temporary Employees shall be granted all the terms and conditions of this Agreement, except the following Articles shall not apply:
  - (i) Article 3 Probationary Periods
  - (ii) Article 24 Maternity Leave/Parental Leave/Adoption Leave
  - (iii) Article 26 Special Leave except for bereavement leave under Clause 26.03)
  - (iv) Article 30 Seniority
  - (v) Article 31 Lay-off & Recall
  - (vi) Article 34 Rights on Transfer
  - (vii) Article 36 General Illness
  - (viii) Article 38 L.T.D.I.
  - (ix) Article 39 Group Life and AD&D
  - (x) Article 40 Health Plan Benefits
  - (xi) Article 41 University Courses
  - (xii) Article 43 Staff Development
  - (xii) Article 49 Career Progress Increment
- (b) Temporary Employees receive two percent (2%) of salary in lieu of the benefits listed in Sub-Clause 2.05 (a) under the following conditions:
  - (i) the employee is appointed to a single position of more than six (6) months in duration, or
  - (ii) the employee is appointed to a position of less than six (6) months in duration and the position is subsequently extended beyond six (6) months. In this case, the pay-in-lieu of benefits is applied from the date the employee is notified in writing of the extension.

- (c) The Board will provide two (2) weeks notice to a Temporary Employee whose position is terminated prior to a previously scheduled termination date. Such notice shall not apply to an Employee employed in a temporary position who is covering off for an Employee who is absent due to ill health or disability.

2.06

#### Casual Employees

- (a) Casual Employees shall be granted all the terms and conditions of this Agreement, except the following Articles shall not apply:
  - (i) Article 3 Probationary Periods
  - (ii) Article 16.04 Notice for Change in Shift
  - (iii) Article 22 Workers' Compensation Supplement
  - (iv) Article 24 Maternity Leave/ Parental Leave/ Adoption Leave
  - (v) Article 26 Special Leave (Temporary Employees eligible for bereavement leave under Clause 26.03)
  - (vi) Article 29 Vacations
  - (vii) Article 30 Seniority
  - (viii) Article 31 Lay-off & Recall
  - (ix) Article 34 Rights on Transfer
  - (x) Article 35 Casual Illness and Medical Appointments
  - (xi) Article 36 General Illness
  - (xii) Article 38 L.T.D.I.
  - (xiii) Article 39 Group Life and AD&D
  - (xiv) Article 40 Health Plan Benefits
  - (xv) Article 41 University Courses
  - (xvi) Article 43 Staff Development
  - (xvii) Article 49 Career Progress Increment
- (b) Casual Employees shall be paid six percent (6%) of regular earnings in addition to earned salary, on each pay period, in lieu of the requirements of Article 29 (Vacations).

### **ARTICLE 3** **Probationary Periods**

3.01

- (a) "Probationary Employees" shall mean Continuing, Recurring Term, and Limited Term Employees who are serving a probationary period as defined below, during their initial period of employment.
- (b) The probationary period for employees at classification level seven (7) and below shall be six (6) months. Employees at classification level eight (8) and above shall serve a nine (9) month probation period.

- (c) A probationary Employee who is absent from work for any reason for a period of five (5) consecutive work days or longer may have their probationary period extended by the same amount of time as the period(s) of absence.
- (d) The period of probation may be extended by written agreement of the Union and the Board. Such extension shall be communicated to the Employee no later than ten (10) work days prior to the expiration of the probationary period.
- (e) The employment of a Probationary Employee may be terminated at any time during the probationary period.

3.02

Probationary periods for Casual, Temporary, or Limited Term Employees:

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

3.03

Probationary Employees and Career Progress:

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

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

- 4.01 The Board recognizes the Union as the exclusive bargaining agent for all Employees covered by this Agreement. The Board shall not recognize any Employee, group of Employees or Union Local as representing the Union; nor shall the Board enter into any separate agreement with such Employee(s) or Union Local, which is at variance with the terms or conditions of employment contained in this Agreement, without the prior written approval of the Union.
- 4.02 The Parties agree that there shall be no discrimination or coercion exercised or practiced by any representative of the Board with respect to any Employee for reason of membership or lawful activity in the Union.
- 4.03 An Employee shall have the right to wear or display the recognized insignia of the Union, however no such insignia larger than a lapel pin shall be worn on issued clothing, nor shall such an insignia be displayed on Board equipment or facilities.
- 4.04 The Employer will provide the Local Chairperson a list of all new bargaining unit Employees within the first seven (7) days of each month. The Local Chairperson or designate will be provided time off up to thirty (30) minutes with no loss of pay to provide new Employees with a Union orientation organized by Human Resources once per month.
- 4.05 AUPE Employees who are elected to serve as members of the Board of Governors shall be deemed to be inactive members of the Union for the term specified in the Order of Council for their appointment to the Board or as long as such individuals serve on the Board. The Board will continue to deduce Union dues for these Employees according to Clause 7.02.
- These Employees cannot serve on any Local 053 Committees, serve as members of the Union Executive Committee, stand for election to the Provincial Executive of the Union, or serve as a Steward during this time.

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

- 5.01 All matters not specifically covered by the provisions of this Agreement will be dealt with at the sole discretion of the Board.
- 5.02 The Board from time to time may issue regulations and directives. Such regulations and directives shall not be inconsistent with the requirements of this Collective Agreement.

**ARTICLE 6**  
**Collective Agreement**

- 6.01 Except as otherwise provided, this Agreement shall take effect as of the date of ratification by the Local and the Board and shall remain in full force and effect until June 30<sup>th</sup>, 2024 and from year to year thereafter unless notice is served by either Party pursuant to the provisions of the Act.

Notwithstanding all of the foregoing, either Party may give the other Party notice in writing of its intention to commence bargaining with a view to amend the Agreement, not less than sixty (60) nor more than one-hundred and twenty (120) calendar days prior to June 30<sup>th</sup>, 2024. Such notice shall be in accordance with the provisions of the *Act*.

6.02 Where notice to commence negotiations is served by either Party under the provisions of the *Act*, this Agreement shall continue in effect until:

- (a) settlement is agreed upon and a new Agreement signed; or,
- (b) if settlement is not agreed upon, then this Agreement shall remain in effect until a new Agreement is concluded in accordance with the provisions of the *Act*.

6.03 In the event that any Legislation renders null and void, or alters any provision of this Agreement, the remaining provisions shall remain in effect for the term of the Agreement and the parties hereto shall negotiate a satisfactory provision to be substituted for the provision rendered null and void or altered.

6.04 It is agreed the Collective Agreement shall not be changed after the effective date in Clause 6.01 except by mutual agreement of the Parties. Such change or amendment shall be expressed in writing and signed by authorized representatives of the Parties

6.05 Printing of the Agreement

The Collective Agreement will be posted on the website of Human Resources and the Local.

An individual Employee may submit a request to the Local Chairperson within one (1) month of ratification to receive a printed copy of the new Collective Agreement. The Local Chairperson will inform the Associate Vice President Human Resources of the number of required printed copies. The Board will print copies of the Collective Agreement. The Board will also print an additional fifty (50) copies of the Collective Agreement for new Employees.

The Board and the Union will each be responsible for one half (1/2) of all of the printing costs.

## ARTICLE 7

### Union Membership and Dues Check-off

7.01 All Employees covered by this Agreement shall become members of the Union as a condition of employment.

No Employee shall be dismissed from the service of the Board by virtue solely of rejection of membership by the Union.

7.02 The Board agrees to deduct Union dues monthly from the pay of all Employees covered by this Agreement.

7.03 The Board shall remit the Union dues that have been deducted from the pay of the Employees to the Union by the first working day after the fifteenth (15<sup>th</sup>) calendar day in the following month. Where an accounting adjustment is necessary to correct an over or under payment of dues, it shall be effected in the succeeding month. The deductions remitted shall be accompanied by an electronic report showing for each Employee:

- The first and last name
- Address
- Phone Number
- Starting date of employment
- Identification
- Classification
- The amount of Union dues deducted
- Monthly Salary

7.04 The Union shall provide notice to the Board, in writing, of any change in the amount of Union dues to be deducted from the Employees covered by this Agreement. Such notice shall be communicated to the Board at least thirty (30) calendar days prior to the effective date of the change.

#### **ARTICLE 8** **Union Stewards**

8.01 The Board will recognize up to twelve (12) Union Stewards appointed by the Union for those purposes outlined in this Agreement. The Union shall identify and submit the names of the Employees so appointed to the Associate Vice President, Human Resources.

8.02 The Board recognizes the Union Steward as an Official Representative of the Union.

8.03 For the purposes of this Article a Union Steward's duties shall consist of representing or assisting in representing members with respect to the interpretation of any of the provisions of this Agreement.

#### **ARTICLE 9** **Time Off for Union Business**

9.01 Time off without loss of regular earnings will be granted to Employees on the following basis:

- (a) Members of the negotiating committee during negotiations with the Board, up to three (3) Employees for time spent in negotiations, and/ or on the afternoon of the day preceding the first day of negotiations.
- (b) Up to three (3) Employees involved in discussions related to the processing of grievances pursuant to Article 12 (Settlement of Grievances).

- (c) Up to five (5) Local Officers and designated representatives, for time spent meeting with representatives of the Board pursuant to Article 11 (Union - Management Committee).
- (d) Union Stewards for reasonable time to satisfactorily conduct their duties as required by this Agreement.

9.02 Time off, without pay, shall be granted to Employees on the following basis:

- (a) Are elected, as delegates, to attend the Annual Convention of The Alberta Union of Provincial Employees.
- (b) Are designated as delegates representing the Union at conventions, conferences and workshops of other employee organizations.
- (c) Are members of the Local Bargaining Committee not exceeding seven (7) in number for time spent in preparation for negotiations. A maximum of twenty-one (21) staff days in a year in which negotiations are conducted shall apply and shall not exceed seven (7) staff days at any one time.
- (d) Are elected to the Union Executive Committee to attend scheduled meetings of the Committee, this shall be limited to two (2) members at any one time.
- (e) Are elected to the Provincial Executive of the Union to attend the Union's general meetings, this shall be limited to two (2) in number at any one time.
- (f) Are members of the Local who serve on the Provincial Standing Committees to attend regular committee meetings normally held once every two (2) months.

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

9.04 The Board shall grant time off provided that five (5) work days' notice is given to the Employee's Manager prior to the designated time off.

If the Employee is unable to give the required notice, or where the absence of the Employee will cause a serious disruption of work or other difficulty the Employee's Manager may refuse the leave.

Upon receipt of the notice, the Employee's Manager shall provide the Employee with a response within three (3) working days, where possible. In the event that the leave is denied, the Employee's Manager shall inform the Employee in writing.

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

## **ARTICLE 10**

### **Union Meetings and Notices**

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

- 10.02 The Board shall provide bulletin board space for use of the Union at locations on the Board's premises, which are accessible to Employees. Sites of the bulletin boards shall be mutually determined by the Board and the Union. Bulletin board space shall be used for Union information directed to its Members.
- 10.03 A copy of notices regarding the University of Lethbridge posted on the bulletin boards shall be provided to the Associate Vice-President, Human Resources at the time it is posted.

**ARTICLE 11**  
**Union-Management Committee**

- 11.01 The Union-Management Committee shall meet at the request of either Party for the purpose of promoting and maintaining harmonious relationships through discussions of matters of concern and shall not relate to matters addressed under Article 12 (Settlement of Grievances).
- 11.02 The Committee shall consist of no more than five (5) representatives from each of the Union and Board respectively other than by mutual consent.
- 11.03 Meetings of the Committee shall be arranged through the Office of the Associate Vice-President, Human Resources.

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

- 12.01 (a) A grievance is a difference arising out of the interpretation, application, operation or any contravention or alleged contravention of this Agreement. Grievances are categorized as follows:
- (i) An individual grievance is a difference affecting one (1) Employee.
  - (ii) A group grievance is a difference affecting two (2) or more Employees.
  - (iii) A policy grievance is a difference that seeks to enforce an obligation of the Employer to the Union or the Union and its members to the Employer. The Employer or the Union can file a policy grievance.
- (b) The parties shall provide full disclosure at each step of the grievance procedure of all information available regarding the grievance.
- (c) Differences must be dealt with progressively in the following manner without stoppage of work or refusal to perform work except as provided pursuant to the *Occupational Health and Safety Act* in respect of an imminent danger to the health or safety of the Employee.
- (d) Correspondence between the Parties regarding the grievance shall be by email, registered mail, courier or hand delivery to either the Union Representative or Senior Human Resources Consultant, as appropriate.
- When a grievance or reply is delivered
- (i) by hand, the date of delivery shall be deemed to be the date submitted.
  - (ii) by registered mail or courier, the date of delivery shall be the day on which it was registered.

- (iii) by email, the date of delivery shall be the day on which it was sent during a regular working day (8:30am to 4:30pm Monday to Friday) or the date of delivery shall be deemed to be the start of the next regular working day if sent by email outside of the hours of a regular working day.

## 12.02 Timelines

- (a) Either party may request an extension of the time limits established in the steps of the Grievance Procedure provided that such extension is requested prior to the expiry of the time allowed. Where such extension is requested, it may not be unreasonably denied.
- (b) In the event the initiator of the grievance fails to follow the procedure and time limits established in the steps of the Grievance Procedure, the grievance shall be deemed to be abandoned.
- (c) When the recipient of the grievance fails to respond within the time limits prescribed in the Grievance Procedure, the grievance shall advance to the next step of the Grievance Procedure.

## 12.03 Individual and Group Grievance Procedure

- (a) An Individual grievance shall be initiated at the step of an Informal Discussion, except in cases of suspension or dismissal which will commence at Step 2.
- (b) A group grievance shall be initiated at Step 1 of the grievance procedure if all of the Employees are from the same department and at Step 2 of the grievance procedure if the Employees are from more than one (1) department. The results of such a grievance shall apply proportionately as applicable to all Employees.
- (c) A grievance concerning the dismissal or termination of employment of a Casual, Temporary, or Probationary Employee may be grieved at Step 2, but it cannot be a subject of arbitration at Step 3.

### (d) Informal Discussion

Within ten (10) work days from the date of the incident prompting the difference or the date the Employee could be expected to have been aware of the incident, the Employee shall discuss the matter with the Manager with a view to resolving the difference. A Union Steward, at the request of the Employee, may accompany and assist the Employee(s) at this step. A Manager may request to be accompanied by a Senior Human Resources Consultant to assist at this step.

### (e) Step 1

If the difference is not resolved in the Informal Discussion, a written grievance specifying the details of the grievance may be submitted to the Senior Human Resources Consultant and the Senior Administrator within ten (10) work days of the Informal Discussion.

For grievances initiated at Step 1, within ten (10) work days from the date of the incident prompting the difference or the date the Employee(s) could be expected to have been aware of the incident, a written grievance specifying the details of the grievance may be submitted to the Senior Human Resources Consultant and the Senior Administrator.

The Senior Administrator shall meet with the Union Representative, Employee(s) and Senior Human Resources Consultant to discuss the grievance. The decision of the Senior Administrator shall be issued to the Employee(s) in writing, with a copy to the Union Representative and the Senior Human Resources Consultant, within ten (10) work days of the meeting.

(f) Step 2

If no settlement is reached at Step 1, the grievance may be referred to Step 2 within ten (10) work days of the receipt of the written decision from Step 1, a written grievance specifying the details of the grievance may be submitted to the Senior Human Resources Consultant and the applicable Vice-President or designate.

For grievances initiated at Step 2, within ten (10) work days from the date of the incident prompting the difference or the date the Employee(s) could be expected to have been aware of the incident, a written grievance specifying the details of the grievance may be submitted to the Senior Human Resources Consultant and the applicable Vice-President or designate.

The Vice-President or designate, shall meet with representatives of the Employer and the Union, at a meeting to be convened within fifteen (15) work days of receipt of the grievance. The Vice-President or designate shall issue a decision in writing within ten (10) work days of the meeting.

(g) Step 3

If no settlement is reached at Step 2 the grievance may be referred to Arbitration by the Union as provided in the Labour Relations Code. The Union shall inform the Senior Human Resources Consultant and the applicable Vice-President or designate in writing within fifteen (15) work days of the receipt of the written decision from Step 2.

12.04 Policy Grievance Procedure

(a) A policy grievance shall be initiated at Step 2 and processed in the same manner as other grievances.

(b) Grievance filed by the Union:

(i) Within ten (10) work days from the date of the incident prompting the difference or the date the Union could be expected to have been aware of the incident, a written grievance specifying the details of the grievance may be submitted to the Senior Human Resources Consultant and the applicable Vice-President or designate. The Vice-President or designate shall meet with representatives of the Employer and the Union at a meeting to be convened within fifteen (15) work days of receipt of the grievance. The Vice-President or designate shall issue a decision in writing within ten (10) work days of the grievance meeting.

(ii) If no settlement is reached at Step 2 the grievance may be referred to Arbitration by the Union as provided in the Labour Relations Code. The Union shall inform the Senior Human Resources Consultant and the applicable Vice-President or designate in writing within fifteen (15) work days of the receipt of the written decision from Step 2.

(c) Grievance filed by the Board:

- (i) Within ten (10) work days from the date of the incident prompting the difference or the date the Employer could be expected to have been aware of the incident, a written grievance specifying the details of the grievance may be submitted to the Union Representative or designate. The Union Representative or designate shall meet with representatives of the Employer and the Union at a meeting to be convened within fifteen (15) work days of receipt of the grievance. The Union Representative or designate shall issue a decision in writing within ten (10) work days of the grievance meeting.
- (ii) If no settlement is reached at Step 2 the grievance may be referred to Arbitration by the Board as provided in the Labour Relations Code. The Board shall inform the Union in writing within fifteen (15) work days of the receipt of the written decision from Step 2.

12.05 Optional Mediation

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

12.06 Arbitration

- (a) Where an Arbitrator or Arbitration Board determines that there are reasonable grounds for extending the time for any step in the grievance process or arbitration procedure, the Arbitrator or Arbitration Board may grant an extension, even after the expiration of the time, if in its opinion the other party would not be unduly prejudiced by the extension.
- (b) An Arbitrator or Arbitration Board shall have no power to add to, subtract from, modify or amend the provisions or terms of this Agreement.
- (c) An Arbitrator or Arbitration Board shall expressly confine the award to the precise issue submitted to arbitration and shall have no authority to make a decision on any other issue not submitted.
- (d) The Parties to this Agreement shall bear all fees and expenses for the Arbitrator or Arbitration Board including meeting location equally.

12.07 Procedures as stipulated in this Article may be varied by written agreement of the parties.

**ARTICLE 13**  
**Employee Files and Discipline**

13.01 The Employee file referred to in this Article is the file which is maintained by the Human Resources Department.

13.02 An Employee shall receive a copy of any document regarding their work performance that is to be placed in the Employee's file.

- 13.03 Access to an Employee's file shall be provided to the Employee or with the Employee's written consent for an authorized designate, upon request and with reasonable notice. An Employee shall be entitled to examine the contents of their file in Human Resources during business hours. The Employee or authorized designate may request a representative of the Union to be present at the time of such access.
- 13.04 No Employee shall be disciplined without just cause. This clause is not meant to capture coaching, performance management or exploratory discussions, where discipline is not anticipated.
- 13.05 The initial meeting regarding an allegation of misconduct shall be conducted within ten (10) work days from the date of the incident prompting the investigation, or the date the Employer became aware of the incident, unless otherwise agreed between the Union and the Employer.
- 13.06 A Manager who wishes to meet with an Employee to discuss an allegation of misconduct shall notify the Employee at least twenty-four (24) hours in advance of the meeting unless otherwise mutually agreed upon. The Manager shall provide the nature of the allegation of misconduct and the time and place of the meeting. The Employee may exercise their right to be accompanied by a Union Representative or Union Steward at the meeting.
- 13.07 An Employee may be placed on administrative leave with pay pending the outcome of an investigation of an allegation of misconduct. Such administrative leave with pay is implemented as a precautionary, not disciplinary, measure. If it is practical to do so, communication of the administrative leave with pay will be provided in person, in the presence of a Union Representative and no advance notice of this meeting is required. If it is not practical to meet in person, notice will be served by e-mail or courier to the last known address of the Employee and copied to the Union Membership Services Officer.
- 13.08 When an Employee is disciplined that Employee shall be informed in writing as to the reason(s) for discipline. The letter of discipline will be placed in the Employee's file.
- 13.09 Either Party may request an extension of the time limits mentioned above provided that such extension is requested prior to the expiry of the time allowed. Where such extension is requested, it may not be unreasonably denied. Reasonable requests include complicated cases, particularly if there are several witnesses, or when key individuals are not available.
- 13.10 An Employee who has been subject to disciplinary action may, after twenty-four (24) months from the date of the disciplinary action, request that their Employee file be purged of any record of the disciplinary action. Such request will be granted providing:
- (a) the Employee's file does not contain any further record of disciplinary action during that twenty-four (24) month period, and/or,
  - (b) a disciplinary suspension or dismissal is not the subject of an unresolved grievance, and/or
  - (c) the Employee is not on an administrative leave with pay pending the outcome of the investigation of an allegation of misconduct and/ or
  - (d) the Employee is not the subject of an investigation into current allegations of misconduct.

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

- 14.01 Employees shall be paid for work performed at the rates of pay specified in schedule "B" of this Collective Agreement.
- 14.02 The Parties agree that it is the Employer's right to determine the work that is to be performed, and that positions may need to be altered from time to time to meet operational needs
- 14.03 The duties and responsibilities associated with a position shall be discussed with the Employee and made available to Employees in the form of a position description. The position description will be available to all new Employees in writing and will be made available in an electronic format for existing Employees.

**ARTICLE 15**  
**Classifications**

- 15.01 The Parties are committed to ensuring the integrity of the position classification system and recognize that consistency and objectivity are important factors in this pursuit. The Parties further recognize that position classification is a measurement of the position and its related tasks and responsibilities and does not address issues related to work volume, long service or other pay issues.
- 15.02
- (a) Current classifications are listed in Schedule "A"
  - (b) The Board may from time to time, review and update the Position Classification System and the allocation of positions under it.
  - (c) The Board may revise classification specifications, alter classifications, add to classifications and/or abolish classifications as listed in Schedule "A" during the term of this agreement. In such an event the Board shall provide the Union and an affected Employee with the new classification to which the positions will be classified, a copy of the position description, and advise, in writing, of the Grade Level to which the Board proposed the classification be allocated.
  - (d) When the Board establishes a new classification for which there is no salary range in Schedule "A" they may create an interim salary range and provide written notice to the Union. The Union may contest the proposed salary rate. Should the Parties not be able to agree on the salary range the matter will be referred to Arbitration.
- 15.03 Eligibility for Review
- A position may be submitted for review by either the Manager or Employee under the following conditions:
- (a) A new position is created, or
  - (b) There have been material and significant changes to an existing position, and
    - (i) At least one (1) year has elapsed since the previous review, or
    - (ii) The Manager requests and receives special consideration from Human Resources.

## Process for Review

- (a) When the Manager and/or the Employee recognize that a position needs to be reviewed:
  - (i) The Manager notifies the Employee in writing that the classification of their position will be reviewed, or
  - (ii) An Employee makes a request in writing to the Manager that the classification of their position be reviewed.
- (b) Within four (4) weeks, the Manager and the Employee:
  - (i) Reach consensus on the position description and submit it for review by the Senior Administrator, or
  - (ii) If there is a failure to reach consensus on the position description, the Manager or the Employee may approach Human Resources and the Union for assistance. If consensus cannot be reached during this process, the position description will be provided for review by the Senior Administrator.
- (c) Within two (2) weeks of receipt, the Senior Administrator:
  - (i) Approves the position description. The finalized position description shall be submitted to Human Resources for classification review.
  - (ii) Notifies the Employee and Manager in writing that it is not approved and provides the reasons why. The position description can be abandoned or submitted to Human Resources to facilitate a conversation with a view of achieving consensus on the content of the position description.
- (d) If the Senior Administrator, Manager, Human Resources and Employee with the assistance of the Union cannot reach consensus, or in any event within two (2) weeks of the date the Employee receives notification that the completed position description referred to in 15.04 (c) is not approved, then the Senior Administrator will finalize the position description and submit it to Human Resources for classification review.
- (e) Within twelve (12) weeks of receipt of the position description, Human Resources:
  - (i) Notifies the Employee (if applicable) and the Manager if changes are required in order for the position description to be classified. At this point, timelines for completing the review are suspended until a revised position description is received, and
  - (ii) Determines the scoring of the position, the benchmark position and allocates the position to a classification in accordance with Article 15.02.
  - (iii) Consults with the Union on the scoring and benchmark position for the classification of the position, and
  - (iv) Notifies the Manager, Union, and Employee of the classification decision in writing.

15.05

Appeals Process

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

- (a) Within two (2) weeks of receipt of the classification decision, the Union and/or Manager may appeal the classification decision by submitting an appeal request to Human Resources. If the Union or Manager fail to comply with this time limit, the right to appeal the classification decision is considered to have been abandoned.
- (b) Each appeal shall be based on the position description at the time a review pursuant to Clause 15.04 (a) was initiated and shall not take into account any duties added or deleted subsequent to that time.
- (c) Within four (4) weeks, a review will be conducted by a tribunal consisting of a representative of Human Resources, the Union, and a jointly-agreed upon third party expert in job classification.

The Tribunal shall:

- (i) take into consideration:
  - (A) the Position Classification System specifically the Point Rating System and Benchmark Positions, and,
  - (B) the position description of similar positions allocated to the same classification.
- (ii) not have regard to:
  - (A) the Employee's qualifications, except that the Tribunal shall not allocate a position to a classification for which the Employee does not possess the mandatory academic qualifications, or,
  - (B) pay considerations,
- (iii) not add to, detract from or modify the existing position description or the existing Position Classification System.
- (d) The Tribunal shall grant or deny the appeal as submitted and issue a decision in writing which shall be final and binding on the Employee, the Union, and the Employer.
- (e) The Parties shall bear the cost of the Tribunal equally.

15.06

The Board shall provide the Position Classification System, including the Point Rating System and Benchmark Positions, and any subsequent amendments to the Union.

15.07

Reclassifications

- (a) An Employee whose position is reclassified to a classification with a lower salary range shall not have their salary reduced for a twenty-four (24) month period. Upon the completion of the twenty-four (24) month period, if the Employee's salary is above the maximum of the lower salary range, the Employee's salary will be reduced to the lower salary range maximum.

- (b) An Employee whose position is reclassified to a class with a higher salary range shall have their salary increased by four percent (4%) or to the minimum of the new grade level, whichever is greater. The effective date of the salary increase shall be the date the position description review process commenced in accordance with Clause 15.04 (a) and the Employee's salary shall be adjusted accordingly.

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

15.09 (a) When the Board proposes to exclude an existing classification or position in the Bargaining Unit under the terms of Clause 1.01 (f) (i), (ii) or (iii), it shall advise the Union and the Local giving the reasons in writing, for such exclusion before the exclusion is to take effect.

Should the Union object to the exclusion within ten (10) work days of receipt of the proposal, the Union shall discuss the exclusion with Human Resources. If agreement is not reached between the Union and Human Resources on whether the existing classification or position may be excluded from the bargaining unit and the Board excludes the existing classification or position, then the Union may file a grievance pursuant to Article 12, Settlement of Grievances, commencing at Step 2.

- (b) When the Union considers that a classification or position that is not already within the Bargaining Unit should be included in the Bargaining Unit, the Union may submit a request to the Board giving the reasons, in writing, for such inclusion.

Should the board not agree to the inclusion within ten (10) work days of receipt of the request, the Union may file a grievance pursuant to Article 12, Settlement of Grievances, commencing at Step 2.

#### **ARTICLE 16** **Hours of Work**

16.01 The normal hours of work for Continuing, Recurring Term, Limited Term and Temporary Full-time Employees shall be:

- (a) 35 hours per week and 7 hours per day, or  
(b) 37 ½ hours per week and 7 ½ hours per day, or  
(c) 40 hours per week for Security Representatives in accordance with Letter of Understanding #3.

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

- 16.03 At about the mid-point in the work day all Employees working six (6) hours or more shall receive a minimum of one-half (½) hour and not more than one (1) hour meal period for which no payment shall be made. However, an Employee who is unable, due to assignment or responsibility, to leave their workstation of employment during their meal period shall be paid for such meal period at the Employee's regular rate of pay.
- 16.04 Except in cases of emergency, seven (7) calendar days' notice shall be given in writing before a change of shift.
- 16.05 Every reasonable effort shall be made by the Board not to schedule commencement of a shift within ten (10) hours of the completion of the Employee's previous shift, excluding overtime, unless otherwise mutually agreed.
- 16.06 Notwithstanding any of the provisions of this Agreement which appear to the contrary, hours of work may be altered to accommodate such variations as shift starting times, meal periods and the compressed or modified work week provided that:
- (a) When a change affects the unit, the terms and the variations are understood and agreed to by the Board, at least two-thirds (⅔) of the Employees in the Department involved and the Local.
  - (b) The terms of the variations do not result in a reduction of salary to the Employees involved.
  - (c) Employees working according to a modified hours of work schedule shall have overtime compensation and other benefits provided by this Agreement adjusted in a fashion consistent with the variation, so as not to increase eligibility for overtime compensation or other benefits.
- 16.07 Where two (2) Employees are employed in a "job-share" position as part-time Employees, the schedule of hours of work may be adjusted in a fashion that will result in each Employee working the required "half the full scheduled number of hours per week" over a two (2) week period, provided each such Employee works a minimum of two (2) full-time days each week. Employees working on this schedule will receive their benefits pro-rata.

## ARTICLE 17

### Overtime

- 17.01 (a) It is understood that from time to time Employees will be required to work in excess of full-time daily and/or weekly hours. Payment for such overtime, provided the work is pre-authorized by the Manager, shall be made at the rate of two (2) times the regular rate of pay.
- (b) Employees working less than full-time hours of work who are required to work longer than their usual daily or weekly hours shall be paid at the rate of straight time for the hours so worked until they exceed full-time daily or weekly hours.
- 17.02 An Employee may take equivalent compensating time off (CTO) in lieu of payment for overtime. All such CTO shall be taken at a time that is mutually agreeable with the Employee's Manager and in accordance with the following schedule:

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

- (a) CTO earned between January 1<sup>st</sup> and June 30<sup>th</sup> of any year must be taken by the following December 31<sup>st</sup>, or it will be paid at the regular rate of pay on the next pay.
- (b) CTO earned between July 1<sup>st</sup> and December 31<sup>st</sup> of any year must be taken by the following June 30<sup>th</sup>, or it will be paid at the regular rate of pay on the next pay.

17.03 Where it is necessary for an Employee to travel on University business, where the combination of travel time and work time exceeds the Employee's regular hours of work, they shall be compensated at overtime rates for those hours in excess of the regular hours.

Notwithstanding the foregoing, an Employee who is required to attend a job-related training course or seminar shall be compensated for the actual hours spent in travel and in attendance at the course or seminar at straight time rates. This shall apply to an Employee on their normal day of work and on their regularly scheduled day(s) of rest.

17.04 An Employee who requests for personal reasons, and who as a result of such request is authorized to work daily or weekly hours in excess of their normal requirement, shall be compensated for the extra hours worked at straight time rates. It is not the intent of this clause to deny an Employee overtime rights in respect of assigned overtime.

#### ARTICLE 18 Reporting Pay

18.01 When a Casual Employee reports to work at the commencement of their regularly scheduled shift and no work can be made available, that Employee shall be paid three (3) hours at their hourly regular rate. The foregoing shall not apply where the Employee was notified of such cancellation on or before the day prior to the cancelled work period.

18.02 The provisions of this Article shall not apply to those Casual Employees who are normally required to work outside in the event that no work can be made available due to inclement weather.

#### ARTICLE 19 Standby Pay

19.01 When an Employee is designated to be immediately available to return to work during a period in which they are not on regular duty, the Employee shall be paid the amount of one-half (½) hours' pay at their regular rate for each four (4) hours on standby or major portion thereof on a day that is not a paid holiday. For standby on a paid holiday, the payment shall be one (1) hours' pay at the regular rate for each four (4) hours on standby or major portion thereof.

19.02 When an Employee, while on standby, is unavailable or unable to report to work when required, no compensation shall be granted for the total standby period.

- 19.03 When an Employee is called back to work during a period in which they were on standby, the Employee shall be compensated pursuant to Clause 19.01 for the hours they were on standby and paid pursuant to Article 20 (Call-out Pay), for the hours worked on call back.
- 19.04 An Employee shall not normally be required to be on standby on two (2) consecutive weekends or two (2) consecutive Paid Holidays (Article 28), where other qualified staff are available.

## ARTICLE 20

### Call-out Pay

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

### 20.04 Telephone Calls

- (a) Employees who receive urgent work-related telephone calls at home outside of the normal working hours shall be compensated for all time engaged in such calls. If the time worked receiving a call and making or receiving additional telephone calls related to the original telephone call totals thirty (30) minutes or less, an Employee shall be compensated a minimum of one-half (½) hours pay at straight time rates or the equivalent time off in lieu. For compensation purposes, two (2) or more calls received within a thirty (30) minute period, and totaling thirty (30) minutes or less, will be considered to be a single call. When the cumulative time of a single or multiple call(s) extends thirty (30) minutes in duration, an Employee shall be compensated at straight time rate for the actual time spent on the call(s) rounded up to the nearest quarter (1 / 4) hour.
- (b) Compensation for responding to a telephone call at home will not be paid in the circumstances in which the telephone call results in the Employee having to leave home and return to work. In such cases, the provisions of Clauses 20.01, 20.02 and 20.03 shall apply.

## ARTICLE 21

### Shift Premiums

- 21.01 Employees, who are on shift, shall be eligible for the following shift premiums:
- (a) two dollars (\$2.00) per hour in addition to the Employee's regular rate of pay for all hours worked at regular rates, on shifts in which the major portion of the shift is worked between 3:00 pm and 4:59 am.

(b) two dollars (\$2.00) per hour for all hours worked at regular rates between 12:00 am on Saturday and 11:59 pm on Sunday.

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

## ARTICLE 22

### Workers' Compensation Supplement

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

22.02 An Employee who is injured on the job during working hours and who is required to leave the job site for treatment or is sent home as a result of such accident or injury, shall not suffer loss of pay for that day's work, regardless of the time of the injury.

22.03 When an absence due to a compensable injury continues from one employment year into the next employment year, the period in which the supplement will be paid is determined according to the employment year in which the absence commenced.

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

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

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

## ARTICLE 23

### Court Leave

23.01 An Employee summoned to appear as a witness during court proceedings or to serve jury duty shall be allowed a leave with pay and be paid their regular salary. Any monies receivable shall be paid to the Employer. The Board may require the Employee to furnish a certificate of service from an officer of the Court before making any payment under this Article. Whenever practicable the Employee will be required to come to work during those working hours that they are not required to attend the court proceedings.

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

**ARTICLE 24**  
**Maternity Leave and Parental Leave**

24.01      Maternity Leave

A pregnant Employee who has completed ninety (90) days of continuous service before commencing leave shall be granted up to sixteen (16) weeks of maternity leave.

A pregnant Employee should apply for maternity leave as soon as possible prior to their expected date of delivery, but in any case shall give their Manager at least six (6) weeks' notice in writing of the date on which the Employee intends to commence maternity leave.

Where an Employee is unable to work because of a valid health reason related to the Employee's pregnancy, this shall be considered General Illness (Article 36) leave. An Employee may be required to provide acceptable proof of illness for entitlement to this leave.

24.02      Supplemental Unemployment Benefit Plan

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

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

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

24.04      A pregnant Employee who presents medical evidence from the Employee's physician which is acceptable to the Board that continued employment in the Employee's present position may be hazardous to themselves or to the Employee's unborn child, may request a transfer to a more suitable position if one is available. The Employee's salary shall then be governed by the classification of the new position. Where no suitable position is available, the Employee may request maternity leave as provided by this Article if the Employee is eligible for such leave. In the event that such maternity leave must commence in the early stages of pregnancy which results in the need for an absence from work longer than sixteen (16) weeks, the Employee may request further Leave of Absence without pay as provided by Article 27.

24.05      Notwithstanding any other provision in this Article, if during the twelve (12) week period immediately preceding the estimated date of delivery the pregnancy of an Employee interferes with the performance of the Employee's duties, the Board may, by notice in writing to the Employee, require that the Employee proceed on maternity leave.

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

- 24.07 An Employee returning from maternity leave shall, upon return to work, be returned to the former position or be placed in another comparable position at not less than the same salary and benefits that is applicable to Employees in their classification. An Employee intending to return to work should notify their Manager as soon as possible prior to the date of return, but in any case will be required to give four (4) weeks' notice in writing of intention to return to work. Employees who do not intend to return to work after their leave ends, are required to provide four (4) weeks' written notice prior to the end of leave.
- 24.08 An Employee who commences Maternity Leave and whose Maternity Leave extends beyond their term of employment shall have Maternity Leave benefits only until the end of their term.
- 24.09 Continuation of insured benefits (L.T.D.I., Dental, Life Insurance and Extended Health Benefits) during periods of Maternity Leave is subject to Clause 40.04 with the exception that during the period of health related absence pursuant to illness, the Board will continue all benefits to which the Employee is entitled.
- 24.10 **Parental Leave**  
An Employee who is the birth mother, is the parent of a newborn child or has adopted a child up to the age of eighteen (18) and who has completed ninety (90) days of continuous service before commencing leave, shall be granted up to sixty-two (62) weeks' parental leave without pay, immediately following maternity leave or the birth of a their child or following the placement of their child with the adoptive parent The Employee may be required to provide proof of adoption.
- 24.11 If both parents are employed by the University, the parental leave may be shared between the parents or taken by one (1) parent only. The leave between the two (2) parents may not exceed sixty-two (62) weeks. If both parents are employed by the University, the University is not required to grant leave to both Employees at the same time.
- 24.12 An Employee should apply for parental leave as soon as possible, but in any case shall give their Manager at least six (6) weeks' notice in writing of the date on which the Employee intends to commence the parental leave. Notice prior to parental leave is not required after maternity leave unless it was originally agreed to only take sixteen (16) weeks of maternity leave. In circumstances related to an adoption that would prevent the Employee from giving the required notice, written notice must be given to the University as soon as possible.
- 24.13 Upon the request of the Employee, accumulated vacation entitlement shall be provided to an Employee in conjunction with the period of parental leave, thereby reducing the period of unpaid parental leave.
- 24.14 An Employee returning from parental leave shall, upon return to work, be returned to the former position or be placed in another comparable position at the same salary and benefits that is applicable to Employees in their classification. An Employee intending to return to work should notify their Manager as soon as possible prior to the date of return, but in any case will be required to give four (4) weeks' notice in writing of intention to return to work. Employees who do not intend to return to work after their leave ends, are required to provide four (4) weeks' written notice prior to the end of leave.

**ARTICLE 25**  
**Reservist Leave**

- 25.01 The Board may grant Reservist Leave without pay to an Employee:
- (a) where the Employee is deployed to a Canadian Forces operation outside of Canada,
  - (b) where the Employee's services are required by the Department of National Defense to meet a civil emergency, for the duration of the emergency,
  - (c) where during a national emergency the Employee volunteers for service or is conscripted into the Canadian Forces, for the duration of the emergency, and,
  - (d) where the Employee volunteers for military training, special training, or special duty, for a period not exceeding six (6) weeks.
- 25.02 Where Reservist Leave is granted an Employee shall not be required to forfeit any of their vacation entitlements. However, where Reservist Leave is not granted, this Article does not preclude the Employee from using vacation leave for the purpose of attending military training.
- 25.03 Reservist Leave to attend annual training or summer camp shall not exceed twenty (20) work days.

**ARTICLE 26**  
**Special Leave**

- 26.01 An Employee shall be granted leave, upon request, at their basic rate of pay for the following circumstances provided the Employee would otherwise be at their place of employment.
- 26.02 **Family Illness**
- In the event of an illness within an Employee's immediate family, the Employee shall be granted time off, in consultation with their Supervisor on a daily basis, for the purpose of taking care of the person that is ill. Employees shall make every effort to schedule appointments at times which will least interfere with the Employee's regular working hours. A maximum of five (5) work days shall be permitted in an Employee's employment year for this circumstance. Immediate family shall mean an Employee's domestic partner, son, daughter, mother, father, parent in-law, or anyone under the Legal guardianship of the Employee. Additional days may be provided in accordance with Clause 26.13.
- 26.03 **Bereavement**
- Leave of absence of up to five (5) work days shall be granted to an Employee in the event of a death occurring in an Employee's family. Additional days may be provided in accordance with Clause 26.13.
- Temporary Employees shall be granted up to three (3) days bereavement pay in the event of a death occurring in a Temporary Employee's family.

The definition of the family shall be as follows:

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

26.04 Travel Time

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

26.05 Moving Household Effects

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

26.06 Disaster Conditions

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

26.07 Birth

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

26.08 Citizenship Leave

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

26.09 Administration of Estate

An Employee shall be granted up to three (3) work days to attend to the administration of an estate in circumstances where the Employee has been appointed as an executor of such estate.

26.10 Funeral Leave

An Employee shall be granted up to one (1) work day for travel to and/or attendance at the funeral of a close friend as a pallbearer or mourner. Such leave shall be permitted to an accumulated maximum of one (1) work day in an Employee's employment year.

26.11 Domestic Violence Leave

Subject to the definitions of the Employment Standards Code, an Employee shall be granted domestic violence leave without loss of pay for one or more of the following purposes:

- (a) to seek medical attention for the Employee, the Employee's child or a protected adult in respect of a physical or psychological injury or disability caused by the violence;
- (b) to obtain services in respect of the violence from a victim services organization;

- (c) to obtain psychological or other professional counseling for the Employee, the Employee's child or a protected adult in respect of the violence;
- (d) to relocate temporarily or permanently;
- (e) to seek legal or law enforcement assistance including preparing for or participating in any civil, criminal or administrative proceeding related to or resulting from the violence.

26.12 Personal Leave

Personal leave shall be granted for conditions that require an Employee to be away from work for personal reasons. Employees shall be granted paid leave for a maximum of two (2) days.

26.13 The maximum length of time for all circumstances provided in this Article shall not exceed eleven (11) working days in total within an Employee's employment year. Additional Special Leave with pay may be approved by the Manager.

ARTICLE 27  
Leave of Absence

27.01 Employees shall submit applications for leave of absence to their Manager. Where possible, applications for a leave of absence in excess of one (1) month shall be submitted at least one (1) month prior to the date of commencement of the leave.

Leaves of absence shall be without pay and may be granted to Employees:

- (a) who do not have a vacation balance which exceeds the maximum in Clause 29.08, and
- (b) in cases of
  - (i) serious illness or accident to the Employee's immediate family, or
  - (ii) for any other reasonable circumstance.

The Board shall not unreasonably deny any such application except for reasons of operational necessity.

27.02 Employees shall be deducted one (1) day's pay for each work day on leave of absence without pay.

27.03 When an Employee has been granted a leave of absence they will cease to accrue seniority on the first day of the calendar month following the commencement of the leave. Accrual of seniority will resume on the first day of the calendar month in which the Employee returns to work.

27.04 An Employee on leave of any kind may not commence any other type of leave until the first leave has expired.

27.05 Continuation of insured benefits (L.T.D.I., Dental, Life Insurance and Extended Health Coverage) during periods of Leave of Absence without pay is subject to Clause 40.04.

**ARTICLE 28**  
**Paid Holidays**

- 28.01 (a) Subject to Article 2 (Application of Agreement), Employees are entitled to one (1) day's paid leave for each of the following holidays:
- |                      |                 |
|----------------------|-----------------|
| New Year's Day       | Family Day      |
| Good Friday          | Easter Monday   |
| Victoria Day         | Canada Day      |
| August Civic Holiday | Labour Day      |
| Thanksgiving Day     | Remembrance Day |
| Christmas Day        | Boxing Day      |
| Christmas Floaters   |                 |
- (b) Christmas float holidays shall be observed in the following manner:
- (i) When Christmas Day falls on a Sunday, three (3) Christmas float holidays will be observed on December 28<sup>th</sup>, 29<sup>th</sup> and 30<sup>th</sup>.
  - (ii) When Christmas Day falls on a Monday, three (3) Christmas float holidays will be observed on December 27<sup>th</sup>, 28<sup>th</sup> and 29<sup>th</sup>.
  - (iii) When Christmas Day falls on a Tuesday, four (4) Christmas float holidays will be observed on December 24<sup>th</sup>, 27<sup>th</sup>, 28<sup>th</sup> and 31<sup>st</sup>.
  - (iv) When Christmas Day falls on a Wednesday, three (3) Christmas float holidays will be observed on December 27<sup>th</sup>, 30<sup>th</sup> and 31<sup>st</sup>.
  - (v) When Christmas Day falls on a Thursday, four (4) Christmas float holidays will be observed on December 29<sup>th</sup>, 30<sup>th</sup> and 31<sup>st</sup> and January 2<sup>nd</sup>.
  - (vi) When Christmas Day falls on a Friday or Saturday, three (3) Christmas float holidays will be observed on December 29<sup>th</sup>, 30<sup>th</sup> and 31<sup>st</sup>.
- 28.02 Where a paid holiday or a day observed as such falls on an Employee's scheduled day off and the Employee is eligible for the paid holiday under the provisions of this Article the Employee shall be granted either:
- (a) a mutually agreed upon day off in lieu, with pay, at the Employee's regular rate, or
  - (b) pay at the Employee's regular rate for the holiday.
- 28.03 (a) An Employee required to work on a day observed as a paid holiday, will receive pay at their regular rate for the paid holiday, and in addition will be granted either:
- (i) compensating time off at a mutually agreed time in accordance with Article 17 (Overtime), or
  - (ii) pay in accordance with Article 17 (Overtime) for the actual hours of work performed on the paid holiday.
- (b) Employees required to work on a paid holiday will be entitled to overtime pay only if they qualify for regular holiday pay under the provisions of this Article.

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

- 28.05
- (a) A Casual Employee shall be paid for holidays as set out in this Article if they have worked for thirty (30) work days or more in the twelve (12) months preceding the holiday and were not absent without consent on their last regular work day preceding, or first regular work day following, the paid holiday.
  - (b) If a Casual Employee worked on the same day of the week as the paid holiday falls in at least five (5) of the nine (9) weeks preceding the paid holiday, then the Employee shall be paid for the holiday.
  - (c) Holiday pay for Casual Employees will be calculated on the basis of the average number of hours worked per day (not including overtime) for the three (3) work days immediately preceding the holiday.

## ARTICLE 29

### Vacations

- 29.01
- (a) A Continuing, Recurring Term and Limited Term Employee, will earn annual vacation as follows:
    - (i) Ten twelfths (10/12) work days' vacation for each calendar month worked from the commencement of their service.
    - (ii) One and one quarter (1 ¼) work days' vacation for each calendar month worked following completion of one (1) year of service.
    - (iii) One and two thirds (1 ⅔) work days' vacation for each calendar month worked following completion of seven (7) consecutive years of service.
    - (iv) Two and one-twelfth (2 1/12) work days' vacation for each calendar month worked following completion of fourteen (14) consecutive years of service.
    - (v) Two and one half (2 ½) work days' vacation for each calendar month worked following completion of twenty-four (24) consecutive years of service.
  - (b) Any break in the Employee's employment with the Board of less than three (3) months is to be counted as a period of continuous employment(c)  
A Temporary Employee will earn ten twelfths (10/12) work days' vacation for each calendar month worked from the commencement of their service. Annual vacation leave shall be prorated for incomplete months worked.
- 29.02
- (a) Annual leave credit is not earned for Leave of Absence without pay beyond an accumulated maximum of twenty-two (22) work days in any vacation year or beyond twenty-two (22) consecutive work days in respect to any one leave of absence which continues from one vacation year to the next vacation year.

Notwithstanding the foregoing an Employee shall not earn annual leave credit during any period of leave of absence pursuant to Article 27 or maternity leave pursuant to Article 24, if the Employee does not return to employment at the University immediately following the leave.

- (b) Annual leave credit is not earned during any absence due to sickness or injury, including injuries which are compensable under Worker's Compensation, beyond an accumulated maximum of forty-four (44) work days in any vacation year or beyond forty-four (44) work days in respect to any one illness which continues from one vacation year to the next vacation year.

- 29.03 An Employee who terminates their employment or who is terminated shall receive vacation pay in lieu of vacation earned but not taken.
- 29.04 If one or more paid holidays falls during an Employee's annual vacation period, another day or days may be added at the end of the vacation period or as may be authorized by the Board.
- 29.05 An Employee shall not be paid cash in lieu of vacation earned, except upon termination or upon mutual agreement between the Board and the Employee in which case the Employee shall receive vacation pay for such vacation earned but not taken.
- 29.06 Subject to the operational requirements of the department, the Board shall grant an Employee at least two (2) weeks of their annual vacation entitlement during the summer months, where requested.
- 29.07 In the event that an Employee wishes to make special arrangements for the manner in which they take their vacation, such arrangements may be made by mutual consent with the Employee's Manager.
- 29.08 A vacation balance of a maximum of fifteen (15) months' entitlement may be accumulated at any given point.
- 29.09 An Employee who becomes hospitalized for a forty-eight (48) hour period or more during a vacation period may cancel the remainder of the vacation with notification to their Manager and request that it be re-scheduled at a later time. The Employee shall provide proof of hospitalization satisfactory to the Board.

### ARTICLE 30

#### Seniority

- 30.01 An Employee's seniority date is the date of employment in the bargaining unit adjusted to reflect any period during which seniority is not accumulated pursuant to Clause 30.02 and which has not been lost by any action listed in Clause 30.05.
- 30.02 Seniority is not accumulated during the period of:
  - (a) Temporary lay-offs or Permanent lay-offs, or
  - (b) unpaid leaves other than leaves granted due to General Illness (Article 36) and Time off for Union Business (Article 9). Seniority during any unpaid leave is modified in accordance with Clause 27.03.
  - (c) work as a Casual or Temporary Employee, unless Sub-Clause 3.02 (a) Probationary Period for Casual, Temporary or Limited Term Employees applies.

- 30.03 For the purposes of applying this Article and Article 31(Lay-Off & Recall), seniority for Continuing Full-time, Recurring Term Full-time, Continuing Part-time and Recurring Term Part-time Employees shall be applied only in relation to the seniority of other Employees who are similarly defined pursuant to Article 1 - Interpretation.
- 30.04 Probationary Employees
- (a) No seniority shall be acquired by Probationary Employees.
  - (b) Upon completion of the probationary period, seniority shall be made retroactive to the date of employment in the bargaining unit, adjusted by any period during which seniority is not accumulated.
- 30.05 The seniority of an Employee shall be lost, and all rights forfeited, and there shall be no obligation to rehire when the Employee:
- (a) resigns or otherwise terminates employment by voluntary act, or
  - (b) is dismissed for just cause, or
  - (c) fails to return to work at the conclusion of an approved leave, or
  - (d) is absent without leave, except where the absence is found to be justified, or
  - (e) is laid off for a period in excess of the schedule outlined in Clause 31.11, or
  - (f) fails to return to work pursuant to a notice of recall, or
  - (g) has a break of employment of one month or more after a Casual, Temporary, or Limited Term appointment concludes.
- 30.06 Notwithstanding the foregoing, seniority dates in place as of the date of ratification of the agreement will not be adjusted to reflect changes in seniority language.

### **ARTICLE 31** **Lay-off and Recall**

- 31.01 This Article applies to Continuing and Recurring Term Employees.
- 31.02 The following definitions shall apply in this Article:
- (a) Comparable Position means a position which is the same with respect to classification, appointment type, employment status and geographic location;
  - (b) Non-Comparable Position means a position which is lower with respect to classification, appointment type, employment status and geographic location.
  - (c) A lay-off is a separation from employment of more than ten (10) work days, and may result from technological change, automation, contracting out, merger or dissolution of departments, financial restraints, or any other reason.

31.03

Temporary Lay-off

- (a) A temporary lay-off is for a period of time not to exceed four (4) months.
- (b) In determining the order of lay-off of Employees, seniority shall govern when all other relevant factors are equal. The application of seniority under this provision shall relate only to Employees who are employed in the same department and employed in the same classification.
- (c) The Union and the Local shall be notified in writing one (1) week prior to the date of written notice to an Employee of temporary lay-off.
- (d) An Employee shall receive notice of temporary lay-off four (4) weeks in advance or pay in lieu thereof and shall be advised of the anticipated date of recall.
- (e) Benefits may be maintained in accordance with Article 40.04 during a temporary lay-off.
- (f) An Employee may be recalled earlier than the anticipated recall date and shall receive a recall notice no less than five (5) work days prior to the actual date of recall. The recall notice shall be provided to the Employee by email and by courier.
- (g) An Employee may have the anticipated date of recall extended and shall be provided an updated anticipated date of recall no less than five (5) work days prior to the commencement of the extension. The notice of extension shall be provided to the Employee by email and courier.
- (h) In the event that a temporary lay-off period extends beyond four (4) months, an Employee shall be entitled to the provisions of Permanent Lay-off.

31.04

Permanent Lay-off

- (a) A permanent lay-off is for an indefinite period of time with no anticipated future recall date.
- (b) In determining the order of lay-off of Employees, seniority shall govern when all other relevant factors are equal. The application of seniority under this provision shall relate only to Employees who are employed in the same department and employed in the same classification.
- (c) The Union and the Local shall be notified in writing one (1) week prior to the date of written notice to an Employee of permanent lay-off.
- (d) An Employee shall receive notice of permanent lay-off, or pay in lieu therefor, as follows:
  - (i) four (4) weeks for Employees with more than one (1) but less than four (4) years of seniority; or
  - (ii) eight (8) weeks for Employees with more than four (4) years of seniority.

At any time during the notice period, the Board may direct an Employee to not report for work, and in this event the Employee will retain the rights provided in this Clause.

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

- (i) The Employee shall be appointed to a vacant comparable position within the Department, provided the Employee is qualified and able to perform the work available.
- (ii) If there is no vacant comparable position within the Department, the Employee shall be eligible, provided the Employee is qualified and able to perform the work available, for appointment to a vacant comparable or non-comparable position within any other Department. Competitions for these positions shall be limited to Employees on notice of lay-off or on lay-off during their recall period.
- (iii) An Employee who refuses to accept an appointment to a vacant comparable position shall forfeit all rights to the provisions of this Article from the date of such refusal.
- (iv) Within the first half of the notice period, if an Employee has not been successful in being appointed to a vacation position pursuant to Sub-Clauses 31.04 (e) (i) or (ii), the affected Employee may elect to replace the least senior Employee in a comparable or non-comparable position, provided the Employee is more senior and is qualified and able to perform the duties of the position.

Notwithstanding the foregoing, no Employee shall be permitted to replace an Employee who is in a higher classification, appointment type, or employment status.

Should there be no Employee with less seniority or should the laid-off Employee not choose to exercise the right to replace an Employee with the least seniority, then the Employee shall proceed on lay-off without pay. In such an event, an Employee shall be entitled to the following:

- (A) Recall rights as per Clause 31.05; or
  - (B) Separation Payment as per Clause 31.06.
- (v) An Employee who is appointed to a non-comparable position shall retain their rights for appointment or transfer to a comparable position for the remainder of the notice period and the recall period as per the schedule in Clause 31.05.
  - (vi) After one-half (1/2) of the notice period has expired, an Employee may waive the right to recall and elect to receive pay in lieu of the remainder of the notice period plus separation payment at the regular rate of pay according to the schedule in Clause 31.06.
- (f) At the end of the notice period, the Board will pay out all unused annual vacation leave and outstanding compensatory time off.

## Recall Rights

- (a) A Continuing or Recurring Term Employee, with more than one (1) year of seniority, on permanent lay-off and who has elected to have the right to be recalled in order of most senior first, has recall rights according to the following schedule:

Seniority	Period of Recall Rights
One (1) or more but less than two (2) years	Two (2) months
Two (2) or more but less than four (4) years	Three (3) months
Four (4) or more but less than six (6) years	Four (4) months
Six (6) or more but less than eight (8) years	Five and one-half (5 ½) months
Eight (8) or more but less than twelve (12) years	Seven (7) months
Twelve (12) or more but less than sixteen (16) years	Eight and one-half (8 ½) months
Sixteen (16) or more years	Twelve (12) months

- (b) An Employee shall be recalled in order of most senior first to any comparable vacant position within the Department, provided the Employee is qualified and able to perform the work available. An Employee shall receive a recall notice no less than five (5) work days prior to the date of recall. The recall notice shall be provided to the Employee by email and by courier.
- (c) An Employee shall be eligible for appointment to any comparable or non-comparable vacant position within any other Department, provided the Employee is qualified and able to perform the work available. Competitions for these positions shall be limited to such Employees and Employees who have received notice of lay-off or on lay-off during their recall period.
- (d) An Employee shall be considered for Limited Term, Temporary or Casual employment, provided the Employee is qualified and able to perform the work available.
- (e) Employees who are recalled to a non-comparable position shall retain their recall rights to a comparable position in accordance with Sub-Clauses 31.05 (b) and (c) for the remainder of their recall period.
- (f) An Employee may elect to maintain benefits in accordance with Clause 40.04 during the period the Employee retains recall rights.

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

#### 31.06 Separation Payment

An Employee who has been permanently laid-off may elect to waive recall right and receive separation payment at the regular rate of pay. The separation payment is as follows:

Seniority	Separation Payment
One (1) or more but less than two (2) years	Two (2) months
Two (2) or more but less than four (4) years	Three (3) months
Four (4) or more but less than six (6) years	Four (4) months
Six (6) or more but less than eight (8) years	Five and one-half (5 ½) months
Eight (8) or more but less than twelve (12) years	Seven (7) months
Twelve (12) or more but less than sixteen (16) years	Eight and one-half (8 ½) months
Sixteen (16) or more years	Twelve (12) months

#### 31.07 Displaced Employees

A Continuing or Recurring Term Employee displaced by a more senior Employee pursuant to Clause 31.04, shall be eligible only for the provisions of Clauses 31.04 (e) (i) and (ii).

#### 31.08 The Board may enter into an agreement with one (1) or more Continuing or Recurring Term Employees who may request to receive the separation payment as per the schedule in Clause 31.06. Such request may not necessarily result in an offer of the separation payment. If the payment is approved, the Employee(s) will be required to resign at a time acceptable to the Board. In such cases, the Union and the Local will be notified in writing.

#### 31.09 One (1) or more Employees may elect to accept Part-time or Recurring Term employment to avoid or reduce the necessity of lay-off. In cases where such an offer is acceptable to the Board, the Employee so affected shall receive a separation payment equal to a percentage of the schedule in Clause 31.06 corresponding with the reduction to their Full-time employment.

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

## **ARTICLE 32**

### **Job Postings and Promotions**

- 32.01 Job postings for Continuing, Recurring Term, Limited Term and Temporary positions for periods of employment exceeding one (1) month in duration will be maintained on the Human Resources website. An electronic copy of each Job Posting will be sent to the Local Chairperson.

Job postings will be maintained for a period of no less than seven (7) calendar days prior to filling the position.

When the above procedure is not practicable, the Union Membership Services Officer (MSO) will be so informed.

- 32.02 In determining the successful candidate for a posted position, the qualifications listed in the job posting shall be the primary factors considered. An Employee's employment history may also be considered. Where the Board deems the aggregate of such factors to be relatively equal between applicants, seniority and employment equity shall be the determining factor.

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

## **ARTICLE 33**

### **Acting Incumbent**

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

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

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

**ARTICLE 34**  
**Rights on Transfer**

- 34.01 An Employee who has completed their probationary period and who, by way of the Employee's request, is promoted or transferred to another position and within three (3) months if their classification is Grade Level 5 or lower or six (6) months if their classification is Grade Level 6 or greater, is found to be unsuitable, will be placed in another position for which the Employee possesses the necessary qualifications provided such a position is available.
- 34.02 In the event that such a position is not available, the Employee's service with the University shall be terminated and upon termination, the Employee shall be granted:
- (a) an amount equivalent to one (1) month's salary at the Employee's regular rate, and
  - (b) a further amount equivalent to one (1) month's salary at the Employee's regular rate for each full year of service to a maximum amount equivalent to three (3) months of salary.
- 34.03 An Employee who is promoted or transferred at the specific request of the Board and within three (3) months if their classification is Grade Level 5 or lower or six (6) months if their classification is Grade Level 6 or greater, is found to be unsuitable, shall be returned to their former position. Should such position be unavailable, the Employee shall be assigned to another position for which they are qualified at their former salary.

**ARTICLE 35**  
**Casual Illness and Medical Appointments**

- 35.01 "Casual Illness" means an Employee's illness which causes them to be absent from duty for a period of three (3) consecutive work days or less and includes medical or dental treatment involving an absence of one-half (½) day or longer which has been given prior authority by the Board.
- 35.02 After the first month of employment, leave with pay for all or part of the period of absence due to casual illness shall be allowed provided that an Employee shall not be allowed a total of more than ten (10) work days in each year of their employment as leave of absence with pay on account of casual illness. Notwithstanding the above, the following is applicable to the first year of employment:
- one (1) work day in the second month,
  - two (2) work days in the first three (3) months,
  - three (3) work days in the first four (4) months,
  - four (4) work days in the first five (5) months,
  - five (5) work days in the first six (6) months,
  - six (6) work days in the first seven (7) months,
  - seven (7) work days in the first eight (8) months,
  - eight (8) work days in the first nine (9) months,

- nine (9) work days in the first ten (10) months,
- ten (10) work days in the first eleven (11) months,
- ten (10) work days in the first twelve (12) months.

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

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

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

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

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

### **ARTICLE 36** **General Illness**

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

36.02 An Employee at the commencement of each year of employment shall be entitled to General Illness Leave at the specified rates of pay in accordance with the following sub-clauses, and the application of such general illness leave shall be as set out in accordance with Clauses 36.03 and 36.04.

- (a) Illness commencing in the first year of employment but following successful completion of the probationary period; one hundred percent (100%) of normal salary for each of the first ten (10) work days of illness and seventy percent (70%) of normal salary for the remainder of the one hundred and twenty-eight (128) consecutive working days of illness.
- (b) Illness commencing in the second year of employment; one hundred percent (100%) of normal salary for each of the first fifteen (15) work days of illness and seventy percent (70%) of normal salary for the remainder of the one hundred and twenty-eight (128) consecutive working days of illness.
- (c) Illness commencing in the third year of employment; one hundred percent (100%) of normal salary for each of the first twenty-five (25) work days of illness and seventy percent (70%) of normal salary for the remainder of the one hundred and twenty-eight (128) consecutive working days of illness.

- (d) Illness commencing in the fourth year of employment; one hundred percent (100%) of normal salary for each of the first thirty-five (35) work days of illness and seventy percent (70%) of normal salary for the remainder of the one hundred and twenty-eight (128) consecutive working days of illness.
- (e) Illness commencing in the fifth year of employment; one hundred percent (100%) of normal salary for each of the first forty-five (45) work days of illness and seventy percent (70%) of normal salary for the remainder of the one hundred and twenty-eight (128) consecutive working days of illness.
- (f) Illness commencing in the sixth or any subsequent years of employment; one hundred percent (100%) of normal salary for each of the first sixty (60) work days of illness and seventy percent (70%) of normal salary for the remainder of the one hundred and twenty-eight (128) consecutive working days of illness.

- 36.03 An Employee upon return to active work after a period of general illness of less than one hundred and twenty-eight (128) consecutive working days will have any illness leave days used for which normal salary was paid at the rate of one hundred percent (100%) of normal salary, reinstated for future use at the rate of seventy percent (70%) of normal salary within the same year of employment. General Illness Leave days used for which normal salary was paid at the rate of seventy percent (70%) shall be reinstated for future use within the same year of employment, at the rate of seventy percent (70%) of normal salary.
- 36.04 An Employee who returns to active work from a period of General Illness and who within twenty (20) work days is absent on account of the same or related illness, shall have the two absences treated as one absence for the purposes of eligibility for General Illness and LTDI benefits.
- 36.05 For purposes of this Article, the maximum period of continuous absence recognized shall be one hundred and twenty-eight (128) consecutive working days. Absences due to illness or disability in excess of that period shall be subject to Article 38 (Long Term Disability Insurance Plan).
- 36.06 This Article is subject to Article 37 (Conditions of Illness Leave Entitlement).

#### **ARTICLE 37** **Conditions of Illness Leave Entitlement**

- 37.01 Illness means any illness, injury, or quarantine restriction experienced by an Employee but does not include accident covered by Workers' Compensation.
- 37.02 When an absence on account of illness continues from one employment year into the next employment year, the period of leave with full pay in respect to that absence is determined according to the employment year in which the absence commenced.
- 37.03 An Employee who is unable to report for duty due to illness is required to inform their Manager as soon as the Employee is aware that they will be unable to report to duty at the scheduled time but in any event no later than the time the Employee was scheduled to report for duty.
- 37.04 An Employee may be required by the Board to provide acceptable proof of illness for absence and for sick leave entitlement.

Acceptable proof of illness should normally be an attestation from a licensed physician and should normally include the following information:

- (a) the medical reasons (not the diagnosis) for which the Employee is unable to attend work due to illness;
- (b) the dates on which the Employee is unable to attend work due to illness;
- (c) the prognosis and estimate as to the earliest date the Employee is expected to return to work and/or next medical assessment date; and
- (d) the nature and extent of any functional restrictions or limitations
- (e) whether the Employee is under a treatment plan.

When feasible, an Employee should use the form provided by Human Resources.

When acceptable proof of illness has been required by the Board and the Employee has been required to pay a fee to acquire that acceptable proof of illness, the Board will reimburse the Employee up to forty dollars (\$40.00) upon presentation of proof of expense and payment.

- 37.05 Notwithstanding Article 35 (Casual Illness and Medical Appointments) or Article 36 (General Illness) an Employee is not eligible to receive illness leave benefits under Article 35 or Article 36 if the absence is due to an intentional, self-inflicted injury when it is unrelated to a disability.
- 37.06 When a day(s) designated as a Paid Holiday under Article 28 (Paid Holidays) falls within a period of illness it shall be counted as a day of illness and under no circumstances shall an Employee be entitled to both a day(s) of illness leave and a Paid Holiday(s) for the same day(s).
- 37.07 As a consequence of the benefits provided, the Board shall retain the full amount of any premium rebate allowable on Employment insurance by Service Canada.
- 37.08 When an Employee has been on General Illness Leave and wishes to return to work, the Board may require the Employee to provide medical evidence stating that the Employee is fit to perform all regular duties prior to the Employee's return to work.
- 37.09 The Board may require that an Employee undergo an independent medical examination:
- (a) in the case of prolonged or frequent absence due to illness; or,
  - (b) when the Board considers that an Employee is unable to satisfactorily perform their duties due to disability or illness; or,
  - (c) where there is indication of apparent misuse of illness leave; or,
  - (d) in cases of inconsistencies between two (2) or more medical assessments.
- 37.10 Expenses for an independent medical examination required by the Board shall be paid by the Board. A copy of the independent medical examination report shall be sent to the Employee's physician.
- 37.11 Where an Employee who is applying for LTDI has undergone an independent medical examination a copy of the independent medical examination shall be considered as part of the Employee's application.

- 37.12 The Parties agree that benefits as provided for in Article 35 (Casual Illness and Medical Appointments) and Article 36 (General Illness) are intended only for the purpose of protecting an Employee from loss of income when the Employee is ill, is quarantined, requires treatment or attends a medical or dental practitioner.
- 37.13 An Employee may be disqualified from receiving benefits under Article 36 (General Illness) and/or Article 38 (Long Term Disability Insurance Plan) if they refuse to accept work which, based upon the results of an independent medical examination, the Employee is capable of performing.

### **ARTICLE 38**

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

- 38.01 The Board will provide and maintain a Long Term Disability Insurance Plan through a policy in the name of the Board, with a private Insurance Company, to insure all applicable eligible Employees covered by this Agreement.
- 38.02 The cost of providing benefits to all eligible Employees covered under the Plan shall be fully paid by each eligible Employee.
- 38.03 The eligibility of an Employee to participate in the Long Term Disability Insurance Plan is subject to Article 2 (Application of Agreement) and all eligible Employees shall be covered in accordance with the provisions of the Insurance Policy.
- 38.04 An eligible Employee who becomes ill or disabled and who, as a result of such illness or disability, is absent from work for a period of one hundred and twenty-eight (128) consecutive working days, may apply for Long Term Disability Insurance Benefits as provided under the Long Term Disability Insurance Plan. The final ruling as to whether or not the Employee's disability is of a nature which is eligible for benefits within the interpretation of the provisions of the Insurance Policy shall be made by the Insurance Company's claims adjudicator.
- 38.05 Long Term Disability benefits payable under the provisions of the Long Term Disability Insurance Plan, will entitle an Employee with a qualifying disability, to a total income from sources specified under the Plan of not less than sixty-five percent (65%) of the Employee's normal monthly salary up to a maximum benefit of six thousand dollars (\$6,000) per month.
- (a) A Cost of Living Adjustment (COLA) will be applied every second year based on the Consumer Price Index (CPI) to a maximum of three percent (3%).
- 38.06 The maintenance of the Long Term Disability Insurance Policy and the maintenance of the Long Term Disability Insurance Benefits applicable to eligible Employees covered by this Agreement shall not be altered except through mutual agreement of the Parties to this Agreement.
- 38.07 While this Article provides a general description of the Long Term Disability Plan, the eligibility for and the entitlement to and the level of benefits will be governed by the insurance policy, which contains all governing terms of the Long Term Disability Insurance Plan.

**ARTICLE 39**  
**Group Life and AD&D**

- 39.01 The eligibility of Employees to participate in the Group Life Insurance Plan is subject to Article 2 (Application of Agreement) and participation is a condition of employment for all eligible Employees. Employees shall be covered to the greater of one hundred thousand dollars (\$100,000) or two and one-half (2 ½) times their basic annual salary. The Board shall pay the monthly premium costs for insurance coverage pursuant to Clause 39.01.
- 39.02 Accidental Death and Dismemberment (AD&D)
- (a) The Employer shall enroll all Employees into an AD&D Plan. The Plan shall provide single or family coverage to a maximum of one hundred thousand dollars (\$100,000). The Board shall pay the monthly premium costs for the insurance coverage.
  - (b) Employees may purchase up to two hundred thousand dollars (\$200,000) of additional AD&D coverage at the Employee's cost.
  - (c) Maximum coverage is three hundred thousand dollars (\$300,000) for 39.02 (a) and 39.02(b) combined.

**ARTICLE 40**  
**Health Plan Benefits**

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

Extended Health Flex Benefit Plan

Extended Health Coverage

- (i) Drugs - 80% prescription drug coverage
- (ii) Direct Payment Card
- (iii) Hospital (semi & private)
- (iv) Ambulance
- (v) Paramedicals – 75% per visit to a combined maximum of \$1000/person/calendar year (Eligible Paramedicals include Chiropractor, Podiatrist, Naturopath, Physiotherapy, Speech Pathologist, Osteopath, Chiropodist, Registered Massage Therapist, Acupuncturist, Psychologist)
- (vi) Hearing Aids - \$1,000/5 yr.
- (vii) Home Nursing Care - \$10,000/yr.
- (viii) Medical Supplies - 100% to maximums
- (ix) Medical Equip/ Aids - 100% to maximums
- (x) Max 1 million lifetime
- (xi) Out of Province - maximum 5 million per incident

#### Dental Plan

- (a) The Board agrees to maintain a Dental Plan to provide coverage for all applicable eligible Employees covered by this Agreement and their eligible dependents.
- (b) The eligibility of an Employee to participate in the Dental Plan is subject to Article 2 (Application of the Agreement) and all eligible Employees shall be covered in accordance with the following schedule:

#### Dental Coverage

- (i) Basic 80% - maximum \$2,000/yr.
  - (ii) Major 80% - maximum \$2,000/yr.
  - (iii) Ortho 50% - maximum \$2,500 lifetime
  - (iv) The current Alberta Blue Cross Dental Schedule.
- (c) While this Clause provides a general description of the Dental Plan, the eligibility for and the entitlement to benefits will be governed by the Dental Plan, which contains all governing terms.

40.02 The Employer shall provide a Health & Wellness Spending Account (HWSA) for all eligible Employees in the amount of \$1,150.00. Administration of the account will be in accordance with the CRA guide.

- 40.03
- (a) Notwithstanding anything to the contrary in this Agreement, the Board is not required to contribute to the cost of the monthly contributions and premiums for any of the Benefit Plans including L.T.D.I., Group Life, AD&D, E.H.B. and Dental during any period an Employee is on leave of absence without pay or on lay-off for a period in excess of ten (10) consecutive work days.
  - (b) An Employee proceeding on leave of absence without pay shall have the option of maintaining coverage for all benefits (L.T.D.I., Dental, Life Insurance, AD&D and E.H.B.) or opting out of coverage for all benefits provided such option is exercised prior to the last day of work. The Employee shall be responsible for the full payment of contributions and premiums during the total period of leave of absence. In the event an Employee does not exercise their option coverage shall cease.
  - (c) An Employee on temporary lay-off, or an Employee on permanent lay-off during the period the Employee retains recall rights, shall have the option of maintaining coverage on all benefits (L.T.D.I., Dental, Life Insurance, AD&D and E.H.B.) or opting out of coverage for all benefits provided such option is exercised prior to the last day of work. The Employee shall be responsible for the full payment of contributions and premiums during the total period of layoff. In the event an Employee does not exercise their option, coverage shall cease.
  - (d) While this Article describes certain provisions applicable to the coverage of Employees, the eligibility for the entitlement to benefits will be governed by the plans and insurance policies, which contain all governing terms.

40.04 The Employer shall provide an external Employee and Family Assistance Program. The premiums shall be paid one hundred percent (100%) by the Employer.

- 40.05 In the event of a strike or lockout, benefit coverage under this Article will be continued (subject to the carrier conditions) and the Union agrees to reimburse the University for the full contributions and premium costs.

**ARTICLE 41**  
**University Courses**

- 41.01 Continuing, Recurring Term, or Limited Term Full-time Employees' Tuition fees and material's fees for graded courses taken at The University of Lethbridge in any academic year shall be paid by the Board.
- 41.02 Continuing, Recurring Term, or Limited Term Part-time Employees' Tuition fees and material's fees for graded courses taken at The University of Lethbridge in any academic year shall be paid by the Board to the extent of fifty percent (50%) of the normal tuition fee.
- 41.03 The Employee's spouse and eligible dependents shall also be entitled to the Tuition Benefit to the same extent and on the same basis as outlined above for the employee.
- (a) The spouse and dependents of Continuing, Recurring Term, or Limited Term Full-time Employees shall be entitled to a fifty percent (50%) reduction in tuition fees, including the materials and service fee, charged for undergraduate credit courses at the University of Lethbridge, up to a maximum of fifteen (15) credit hours per student per semester.
  - (b) The spouse and dependents of Continuing, Recurring Term or Limited Term Part-time Employees shall be entitled to a twenty-five percent (25%) reduction in tuition fees, including the materials and service fee, charged for undergraduate credit courses at the University of Lethbridge, up to a maximum of fifteen (15) credit hours per student per semester.
  - (c) The definition of spouse and dependent shall be:
    - (i) Legal Spouse – the person lawfully married to the Employee according to applicable provincial legislation.
    - (ii) Domestic Partner – the person who the Employee has been in a conjugal relationship with and has cohabited with for a minimum of twelve (12) consecutive months.
    - (iii) Dependent – the Employee's unmarried, natural, adopted, foster or step children under age twenty-one (21), or under age twenty-five (25) if they are full-time students (three (3) full courses per semester), who rely on the Employee for support.

The definition of legal spouse and dependent as outlined above applies only to the administration of the Tuition Benefit and has no application to any other Article in this Agreement.
  - (d) Where both parents are employees the Tuition Benefit for a dependent shall be fifty percent (50%), depending upon any proration for part-time employment.

- 41.04 All eligible Employees, spouses and dependents must satisfy all normal and prevailing academic and registration requirements, pay a non-refundable administration fee of fifteen dollars (\$15.00), to a maximum of forty-five dollars (\$45.00) per semester/ session at time of registration for each semester course and also pay such other general compulsory fees as are normally assessed to students.
- 41.05 It is the responsibility of the Employee to ensure that Tuition Benefit applications are in compliance with the guidelines established for the Tuition Benefit. Late applications will not be processed
- Fall Term - September 15<sup>th</sup>
- Spring Term - January 15<sup>th</sup>
- Summer I Term - May 15<sup>th</sup>
- Summer II Term - July 15<sup>th</sup>
- Summer III Term - August 15<sup>th</sup>.
- Normal regulations on tuition payments and deadlines will apply.
- 41.06 Only undergraduate courses and programs at the University of Lethbridge are eligible for benefits paid pursuant to this Article. Co-operative courses will qualify for the Tuition Benefit. Notwithstanding the foregoing, graduate courses are eligible for benefits paid pursuant to this Article up to the undergraduate credit course fee.
- 41.07 Courses graded Credit/ Non-Credit are not eligible for consideration.
- 41.08 Employees on unpaid leave that exceeds twenty-two (22) days will be eligible to apply for the Tuition Benefit for any graded undergraduate course(s) taken during the leave. If, after returning from an unpaid leave (excluding maternity leave, education leave and sessional layoff), the Employee voluntarily leaves the service of the University prior to the expiration of the term of their appointment or within twelve (12) months from the initial date of return, the Employee will be required to refund to the University the full amount of the Tuition Benefit less an amount equal to one-twelfth (1/12) of such Tuition Benefit for each full month actually served.
- 41.09 The spouse and dependents of a Regular and Sessional Employee with no less than one (1) year of service, who dies while employed by the University shall be entitled to a Tuition Benefit of one hundred percent (100%) of the tuition, including the materials and service fees, for undergraduate credit courses undertaken at the University for a period of four (4) years following the death of the Employee up to a maximum of fifteen (15) credit hours per student per semester.

## **ARTICLE 42**

### **Vehicle Allowance**

- 42.01 Where an Employee is required by the University to use the Employee's personal vehicle in the performance of the Employee's duties, the Employee shall be entitled to receive a vehicle allowance in accordance with prevailing Board authorization.
- 42.02 When the Board requires an Employee to use the Employee's personal vehicle in the performance of the Employee's duties, and if additional insurance is required to maintain insurance coverage, the Board shall pay the difference between the personal use cost of insurance and the business use cost of insurance.

**ARTICLE 43**  
**Staff Development**

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

**ARTICLE 44**  
**Harassment, Discrimination and Sexual Violence**

- 44.01 It is agreed between the Parties that there is an obligation and desire to eliminate any and all Harassment, Discrimination and Sexual Violence in the workplace. This obligation applies equally to the Board, the Union, and all Employees.
- 44.02 Discrimination shall be defined in accordance with the *Alberta Human Rights Act* and the University of Lethbridge policy on Harassment and Discrimination as differential treatment of individuals or groups of individuals on the basis of protected grounds of race, religious beliefs, colour, gender, gender identity, gender expression, physical disability, mental disability, age, ancestry, place of origin, marital status, source of income, family status, or sexual orientation.
- 44.03 Harassment shall be defined in accordance with the University of Lethbridge policy on Harassment and Discrimination, which may be amended from time to time in consultation with the Union. Harassment is defined as a course of comments or conduct, whether in person or through other forms of contact, consisting of words or actions that are humiliating, intimidating or demeaning. Harassment occurs when such behaviour, directed toward a person or group of persons, is known or ought reasonably to be known to be unwelcome and has the effect, when assessed reasonably in the circumstances, of creating an intimidating, humiliating, or hostile work or learning environment. When sufficiently serious, a single incident may be considered harassment. Behaviour does not need to be intentional to constitute harassment.
- (a) Harassment includes hazing and other initiation activities that are abusive or humiliating and which subject a person to physical or emotional danger.
  - (b) Harassment includes bullying, which is a form of aggression against a targeted person(s). It may involve persistent, abusive, intimidating or insulting behaviour, including abuse of power, which is known or ought to be known to cause the targeted person(s) to feel threatened, humiliated and/or vulnerable.
- 44.04 Sexual Violence shall be defined in accordance with the University of Lethbridge policy on Sexual Violence, which may be amended from time to time in consultation with the Union. Sexual Violence means a sexual act or acts, targeting a person's sexuality, gender identity or gender expression – whether the act is physical or psychological in nature, whether in person or through other forms of contact – that is committed, threatened, or attempted against an individual without that individual's consent.
- (a) "Sexual Assault" any form of sexual touching or the threat of sexual touching without the individual's consent.

- (b) "Sexual Harassment" repeated course of comments or conduct, or a sufficiently serious single incident of a sexual nature by a person who knows or ought reasonably to know that the behaviour is unwanted or unwelcome. Sexual Harassment may further be determined by the impact on the recipient, not on the intention of the initiator. Examples of Sexual Harassment may include, but are not limited to:
  - (i) sexist remarks, jokes, innuendoes or taunting about a person's body, appearance, characteristics or clothing;
  - (ii) displaying pornographic or other sexually offensive or derogatory pictures or material;
  - (iii) persistent and unwelcome invitations or request for dates;
  - (iv) unwanted sexual advances;
  - (v) leering or other sexually oriented gestures;
- (c) "Stalking" engaging in conduct that causes an individual to fear for their physical or psychological safety, such as repeatedly following or communicating through any means with someone, engaging in threatening conduct, or keeping watch over the place where the individual happens to be;
- (d) "Indecent Exposure" exposing one's body to another individual in a sexualized way or coercing another individual to remove their clothing in order to expose their body, without their consent. This includes exposing one's body to another person, without consent via any means.
- (e) "Voyeurism" non-consensual viewing, photographing, or otherwise recording another individual in a location where there is an expectation of privacy and where the viewing, photographing or recording is done for a sexual purpose; and
- (f) "Distribution of a sexually explicit photograph or recording" of an individual to one or more individuals other than the individual in the photograph or recording without the consent of the individual in the photograph or recording.

44.05 A complaint of Discrimination, Harassment and/ or Sexual Violence will be dealt with in accordance with the University of Lethbridge policies on Harassment and Discrimination and/or Sexual Violence. All formal complaints will be dealt with promptly and in a confidential manner. Employees are required to cooperate with any investigation. Investigations will be concluded within ninety (90) days from the date the original complaint is received unless circumstances warrant an extension.

44.06 Should an Employee file a grievance regarding alleged Discrimination, Harassment and/or Sexual Violence the grievance may be held in abeyance with the approval of the grievor and the Union pending the outcome of the investigation process in the Harassment and Discrimination policy and/or Sexual Violence policy. An Employee who files a grievance regarding alleged Discrimination, Harassment and/or Sexual Violence and is not using the policies on Harassment and Discrimination and/or Sexual Violence will have their grievance processed as detailed in Article 12 Settlement of Grievances.

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

#### **ARTICLE 45** **Safety and Health**

- 45.01 The Board agrees to maintain a University wide safety program under the auspices of the Health and Safety Advisory Committee, which consists of representatives of the Board, Local 053 and other groups on campus.
- 45.02 The Parties agree that the maintenance of a safe and healthy work place environment is a major contributing factor to the well-being of University Employees and to the efficient operation of the University and agree to cooperate in all such matters through the auspices of the Health and Safety Advisory Committee.
- 45.03 In accordance with the *Occupational Health and Safety Act*, Regulations and Code, the Health and Safety Advisory Committee is to, among others, consider concerns respecting health and safety and make recommendations respecting health and safety.
- 45.04 Where any concerns arise with respect to the work environment and safety, such matters shall be referred to the Health and Safety Advisory Committee.
- 45.05 In accordance with the *Occupational Health and Safety Act*, Regulations and Code, Local 053 committee members shall be provided training and adequate time to complete their duties. Further, Local 053 committee members are deemed to be at work during the time they are performing committee duties or attending training in connection with these duties and shall be paid at their applicable rate of pay.
- 45.06 The Board will post the names and contact information of Committee members where it can be seen by all workers.
- 45.07 The Board shall notify the Local immediately when the Board is aware of the occurrence on the job of a fatal accident or the serious injury of an Employee.
- 45.08 The Board shall not take any punitive action against a worker, for acting in compliance with the *Occupational Health & Safety Act*, Regulation, and Code.

**ARTICLE 46**  
**Uniforms and Protective Clothing**

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

**ARTICLE 47**  
**Delivery Notice**

- 47.01 Any notice required to be given under the Collective Agreement shall be deemed to have been sufficiently served if personally delivered or mailed in a prepaid registered envelope addressed,

in the case of the Board, to:

Associate Vice President, Human Resources  
The University of Lethbridge  
4401 University Drive  
Lethbridge, Alberta  
T1K 3M4

and in the case of the Union to:

The President  
The Alberta Union of Provincial Employees  
10025 – 182 Street NW  
Edmonton, Alberta  
T5S 0P7

Chair, Local 053  
The University of Lethbridge  
Lethbridge, Alberta  
T1K 3M4

Union Representative  
The Alberta Union of Provincial Employees  
1921 Mayor Magrath Dr S  
Lethbridge, Alberta  
T1K 2R8

- 47.02 Documents that are emailed must be served to an address that has been provided specifically for this purpose. The date of delivery shall be the day on which it was sent during a regular working day (8:30am to 4:30pm Monday to Friday) or the date of delivery shall be deemed to be the start of the next regular working day if sent by email outside of the hours of a regular working day. The email for Associate Vice-President of Human Resources and Local Chair are:

human.resources@uleth.ca

chairlocal053@aupe.ca

The Parties will communicate regarding additional email contact information

**ARTICLE 48**  
**Salaries and Salary Ranges**

48.01 An Employee shall be paid based on the classification of their position as listed in Schedule "A" in accordance with the salary ranges as listed in Schedule "B".

- 48.02 (a) Effective July 1, 2020 to March 31, 2023:
- (i) Salary Ranges in Schedule "B" shall receive a zero percent (0%) increase.
  - (ii) Employees shall receive a zero percent (0%) change to salaries.
- (b) Effective April 1, 2023:
- (i) Salary ranges in Schedule "B" shall receive a one point two-five percent (1.25%) increase.
  - (ii) Employees shall receive a one point two-five percent (1.25%) increase to salaries.
- (c) Effective December 1, 2023:
- (i) Salary ranges in Schedule "B" shall receive a one point five percent (1.5%) increase.
  - (ii) Employees shall receive a one point five percent (1.5%) increase to salaries
- (d) Gain Sharing: Alberta's 20-year average (2000-2019) of Real Gross Domestic Product (GDP) is 2.7%. Provided that the "Average of all Private Forecasts for Alberta's Real GDP" for 2023 Calendar Year is at or above 2.7% as of February of 2024, then:
- (i) Salary ranges in Schedule "B" shall receive an additional 0.5% increase retroactive to December 1, 2023;
  - (ii) Employees shall receive an additional 0.5% increase to salaries retroactive to December 1, 2023, or retroactive to an employee's start date if hired after December 1, 2023.
- "Average of All Private Forecasts for Alberta's Real GDP" for 2023 Calendar Year would be a simple average of Alberta's Real GDP for 2023 across the following independent forecasting institutions:
- Conference Board of Canada
  - Stokes Economics
  - BMO Capital markets
  - CIBC World Markets
  - Laurentian Bank
  - National Bank
  - RBC Royal Bank
  - Scotiabank
  - TD Bank

The most recent publicly available forecast for Alberta's Real GDP for 2023 would be sourced from each institution at the time the pay-out determination would be made in February 2024.

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

**ARTICLE 49**  
**Career Progress Increments**

- 49.01 On July 1<sup>st</sup> of each year, an Employee shall be eligible to receive a Career Progress Increment. The amount of the annual increase shall be three point five percent (3.5%) of the Employee's regular salary in effect on June 30<sup>th</sup> of that year except that:
- (a) Where performance is not satisfactory, either a full increment or one-half (½) of a full increment may be withheld.
  - (b) Either a full increment or part of a full increment may be withheld where:
    - (i) the Employee has been absent for a total of more than twenty-two (22) work days in the twelve (12) months preceding July 1<sup>st</sup>, for reasons of lay-off (excluding Sessional Employees), leave of absence without pay, maternity leave, or was in receipt of L.T.D.I. benefits.
    - (ii) an Employee's salary would exceed the maximum established for the classification.
- 49.02 Amounts in excess of one (1) normal increment per year may be awarded at the sole discretion of the Board.
- 49.03 When an increment or one-half (½) of a full increment is withheld, the Employee so affected will be advised forthwith by their immediate supervisor giving reasons in writing for such withholding, prior to the due date of the salary increment.
- The foregoing shall not apply where the Employee's salary is less than a full increment from the maximum of the applicable salary range.

**ARTICLE 50**  
**Instruction / Consulting / Responsibility Premium**

- 50.01 Employees performing work in the classification of Lifeguard/Instructor I or Lifeguard/Instructor II shall be paid a wage premium of one dollar (\$1.00) per hour worked while instructing swimming lessons or other instruction related activities.
- 50.02 Employees performing work in the classification of P.E. Facility Assistant I, P.E. Facility Assistant II or P.E. Facility Supervisor, shall be paid a wage premium of one dollar (\$1.00) per hour worked while providing fitness consultations.
- 50.03 Employees performing work in the classification of Lifeguard / Instructor I shall be paid a wage premium of one dollar (\$1.00) per hour worked when assigned the responsibility of being the Senior Lifeguard on duty.
- 50.04 Employees performing work in the classification of Security Representative shall be paid a wage premium of one dollar (\$1.00) per hour when assigned the responsibility of being the Senior Officer on duty.

- 50.05 Employees performing work in the classification of Electrician, Plumber, Millwright, and Instrument Journeyman shall be paid a wage premium of one dollar (\$1.00) per hour when assigned the responsibility of being the Lead Hand on duty.
- 50.06 At no time shall the Instruction/Consulting/Responsibility Premium be included with the Employee's regular rate of pay for the purpose of computing overtime payments, other premium payments or any Employee benefit.

**ARTICLE 51**  
**Contracting Out**

- 51.01 The Employer will not contract out services that will result in the loss of Permanent encumbered Bargaining Unit positions without meaningful consultation and discussion with the Union.
- 51.02 The Union shall be provided with at least ninety (90) days' notice prior to when the final decision is required. Lesser notice may be provided when urgent issues rapidly emerge.
- 51.03 The Employer agrees that it will disclose to the Union the nature of and rationale for the initiative, scope, and potential impacts on Employees and any anticipated timeframe for the initiative.
- 51.04 During the consultation the Parties shall discuss the reasons for and possible alternatives to the contracting out initiative including efforts to maximize the use of Bargaining Unit Employees by examining potential retraining and redeployment opportunities.
- 51.05 The Union may at any point ask to discuss with the Employer, services that are currently contracted out for specific work. Upon such a request the Employer agrees to entertain and give serious consideration to submissions and rationale from the Union based on an identified interest for specific work where the Union feels the Bargaining Unit may be better able to perform those services.
- 51.06 The application of the processes in this Article are subject to the Grievance Procedure in Article 12. The outcome of the process is not subject to the Grievance Procedure set out in Article 12.

## **APPENDIX #1**

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

<b>DEPARTMENT</b>	<b>SENIOR ADMINISTRATOR</b>
Ancillary Services	Executive Director
Athletics	Executive Director
Facilities	Associate Vice President
Faculties / Schools	Dean
Financial Services	Associate Vice President
Information Technology	Associate Vice President
International	Executive Director
Library	University Librarian
Student Affairs	Associate Vice President
Sport & Recreation Services	Executive Director
Research Services	Associate Vice President
Teaching Centre	Executive Director
University Advancement	Vice President
UL – Calgary	Executive Director
Vice President Academic	Vice Provost

## APPENDIX #2

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

- Faculty of Arts and Science
- Faculty of Education
- Dhillon School of Business
- Faculty of Fine Arts
- Faculty of Health Sciences
- School of Graduate Studies
- School of Liberal Education
- Library
- Financial Services
- UL - Calgary
- Student Affairs
  - Office of the Associate Vice-President (Students)
  - Student Enrolment and Registrar Services
  - Student Services
- Information Technology
  - Office of the Associate Vice-President
  - AV, Systems and Telecom
  - Solutions Centre
  - Enterprise Applications
  - Digital Services
  - Records and Information Management
- Facilities
  - Office of the Associate Vice-President
  - Caretaking
  - Building Maintenance
  - Grounds and Motor Vehicles
  - Electrical Systems
  - Mechanical Systems
  - Building Systems
  - Campus Safety
  - Project Management Office
  - Campus Development
  - Campus Mobility Services
- Ancillary Services
  - Office of the Executive Director
  - Bookstore
  - Printing Services
  - Conference and Event Services

- Housing Services
- University Advancement
  - Alumni Relations
  - Development
- Communications, Marketing and Government Relations
  - Communications
  - Public Affairs
  - Web Services
  - Marketing
- Sport and Recreation Services
  - Office of the Executive Director
  - Recreation Services
  - Facilities and Services
- Athletics
- Teaching Centre
- International
- Research Services
- Art Gallery
- Vice President Academic

**SCHEDULE "A"**  
**CLASSIFICATION GRADE LEVELS**

GRADE LEVEL	CLASSIFICATION	HOURS/ DAY
1	General Clerk I	7
2	Caretaker I	7.5
2	Retail Clerk I	7
3	Caretaker II	7.5
3	General Clerk II	7
3	General Maintenance Worker	7.5
4	Caretaker III	7.5
4	Records Support I	7
5	Accounting Clerk I	7
5	Duplicating Equipment Operator I	7
5	General Clerk III	7
5	Grounds Worker I	7.5
5	Lifeguard /Instructor I	7.5
5	Maintenance Worker I	7.5
5	Phys Ed Facility Attendant	7.5
5	Records Support II	7
6	Accounting Clerk II	7
6	Administrative Support I	7
6	Animal Care Attendant	7
6	Facilities Worker II	7.5
6	General Clerk IV	7
6	Grounds Worker II	7.5
6	Library Operations Specialist I	7
6	Maintenance Worker II	7.5
6	Materials Handling Worker	7
6	Retail Clerk II	7
7	Accounting Clerk III	7
7	Administrative Support II	7
7	Assistant Shipper Receiver	7
7	Building Maintenance Operator I	7.5
7	Duplicating Equipment Operator II	7
7	Lifeguard /Instructor II	7.5
7	Phys Ed Facility Assistant I	7.5
7	Records Technician	7
7	Retail Clerk III	7

GRADE LEVEL	CLASSIFICATION	HOURS/ DAY
8	Accounting Clerk IV	7
8	Administrative Assistant I	7
8	Administrative Support III	7
8	Admissions Assistant	7
8	Caretaker Supervisor	7.5
8	Fine Arts Assistant	7
8	Graphics Arts Assistant	7
8	Information Clerk	7
8	Library Operations Specialist II	7
8	Maintenance Worker III	7.5
8	Phys Ed Facility Assistant II	7.5
8	Programmer Analyst I	7
8	Security Representative	8
8	Shipper / Receiver	7
8	Systems Support Specialist I	7
8	Technical Specialist I	7
9	Administrative Assistant II	7
9	Administrative Program Assistant I	7
9	Buyer	7
9	Fine Arts Technician I	7
9	Grounds Worker III	7.5
9	Head Lifeguard	7.5
9	Library Operations Specialist III	7
9	Maintenance Worker IV	7.5
9	P.E. Facility Assistant III	7.5
9	Security Supervisor	8
9	Student Records Assistant	7
9	Technical Specialist II	7
10	Accounting Assistant I	7
10	Administrative Assistant III	7
10	Administrative Program Assistant II	7
10	Fine Arts Technician II	7
10	Library Operations Specialist IV	7
10	Maintenance Supervisor	7.5
10	Printing & Graphic Arts Specialist	7
10	Programmer Analyst II	7
10	Systems Support Specialist II	7
10	Technical Specialist III	7

GRADE LEVEL	CLASSIFICATION	HOURS/ DAY
11	Admissions Specialist	7
11	Carpenter	7.5
11	Fine Arts Technician III	7
11	Learning Facilitator I	7
11	Locksmith	7.5
11	Operating Engineer 4th Class	7.5
11	Printing & Graphic Arts Supervisor	7
11	Program Coordinator I	7
11	Program Specialist	7
11	Systems Support Specialist III	7
11	Technical Specialist IV	7
12	Accounting Assistant II	7
12	Automotive Mechanic	7.5
12	Building Maint. Operator Supervisor	7.5
12	Electrician	7.5
12	Fine Arts Technician IV	7
12	Grounds Maint. Operator Supervisor	7.5
12	Instrument Journeyman	7.5
12	Learning Facilitator II	7
12	Millwright	7.5
12	Painter /Sign Operator Supervisor	7.5
12	Phys Ed Facility Supervisor	7.5
12	Plumber	7.5
12	Program Coordinator II	7
12	Program Specialist II	7
12	Programmer Analyst III	7
12	Purchasing Agent	7
12	Systems Support Specialist IV	7
12	Technical Specialist V	7

**SCHEDULE "B"**  
**SALARY RANGES**

**Effective July 1, 2020 – March 31, 2023**

GRADE LEVEL	MINIMUM	MAXIMUM
1	\$2,548	\$3,009
2	\$2,838	\$3,401
3	\$3,051	\$3,629
4	\$3,064	\$3,701
5	\$3,176	\$3,865
6	\$3,550	\$4,303
7	\$3,640	\$4,460
8	\$3,909	\$4,788
9	\$4,452	\$5,499
10	\$4,565	\$5,642
11	\$4,643	\$5,872
12	\$5,149	\$6,507

**Effective April 1, 2023 (1.25% increase)**

GRADE LEVEL	MINIMUM	MAXIMUM
1	\$2,580	\$3,047
2	\$2,873	\$3,444
3	\$3,089	\$3,674
4	\$3,102	\$3,747
5	\$3,216	\$3,913
6	\$3,594	\$4,357
7	\$3,686	\$4,516
8	\$3,958	\$4,848
9	\$4,508	\$5,568
10	\$4,622	\$5,713
11	\$4,701	\$5,945
12	\$5,213	\$6,588

**Effective December 1, 2023**  
**(1.5% increase to salary range in effect April 1, 2023)**

GRADE LEVEL	MINIMUM	MAXIMUM
1	\$2,619	\$3,093
2	\$2,916	\$3,496
3	\$3,135	\$3,729
4	\$3,149	\$3,803
5	\$3,264	\$3,972
6	\$3,648	\$4,422
7	\$3,741	\$4,584
8	\$4,017	\$4,921
9	\$4,576	\$5,652
10	\$4,691	\$5,799
11	\$4,772	\$6,034
12	\$5,291	\$6,687

**Effective December 1, 2023, if 'Gain Sharing' applies**  
**(additional 0.5% increase to salary range in effect on December 1, 2023)**

GRADE LEVEL	MINIMUM	MAXIMUM
1	\$2,632	\$3,108
2	\$2,931	\$3,513
3	\$3,151	\$3,748
4	\$3,165	\$3,822
5	\$3,280	\$3,992
6	\$3,666	\$4,444
7	\$3,760	\$4,607
8	\$4,037	\$4,946
9	\$4,599	\$5,680
10	\$4,714	\$5,828
11	\$4,796	\$6,064
12	\$5,317	\$6,720

**LETTER OF UNDERSTANDING #1**

**between**

**The Board of Governors of the University of Lethbridge**

**and**

**The Alberta Union of Provincial Employees**

This letter of understanding will confirm the Board's intent for the duration of this agreement, which is stated as follows:

An Employee of the Board, who is not included in the bargaining unit, shall not work in a support staff position which is included in the bargaining unit where such work will cause an Employee in the bargaining unit to be laid off.



\_\_\_\_\_  
On behalf of the University of Lethbridge



\_\_\_\_\_  
On behalf of the Alberta Union of Provincial Employees

February 15, 2023

\_\_\_\_\_  
Date

February 23, 2023

\_\_\_\_\_  
Date

**LETTER OF UNDERSTANDING #2**

**between**


**The Board of Governors of the University of Lethbridge**

**and**

**The Alberta Union of Provincial Employees**

The Parties agree that the requirements of Article 1.01 (h) (v), requiring the Employer to change the status of Casual Employees once the period of continuous employment exceeds six (6) months in the same job, will be waived in the Max Bell Regional Aquatic Centre, Customer Service Centre and the Fitness Centre under the following conditions:

- (a) the total casual hours for all of the above referenced Centres shall not exceed twenty-five hundred and fifty (2,550) hours per month (excluding casual hours worked for swim meets);
- (b) the Employer shall advise the Local Chair on a monthly basis the total monthly casual hours for each area;
- (c) should the maximum hours be exceeded for more than three (3) consecutive months, representatives of the Parties shall meet to discuss the reasons and attempt to reach an acceptable resolution to the situation; and,
- (d) should an acceptable resolution not be reached either Party may terminate this Letter of Understanding by giving thirty (30) days written notice.



On behalf of the University of Lethbridge



On behalf of the Alberta Union of Provincial Employees

Feb 15, 2023

Date

Feb 2/23

Date

### **LETTER OF UNDERSTANDING #3**

**between**

**The Board of Governors of the University of Lethbridge**

**and**

**The Alberta Union of Provincial Employees**

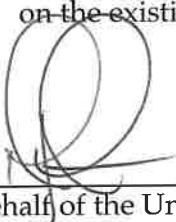
#### **Modified Work Schedule for Security Representatives**

The Parties agree to the following Modified Work Schedule:

- 1) a. The day shift will be twelve (12) hours beginning at 7:00AM and the night shift will be twelve (12) hours beginning at 7:00PM.
- b. For Full-time Security Representatives:
  - i. in alignment with Clause 16.01 (c), the Modified Work Schedule will be an averaging of three hundred and twenty (320) hours over the course of an eight (8) week repeating schedule. As such, the full-time hours of work will average forty (40) hours of work per week and average eight (8) hours of work per day.
  - ii. Full-time Security Representatives will normally work two (2) consecutive day shifts followed by two (2) consecutive night shifts, followed by four (4) consecutive days off.
  - iii. in order to ensure Full-time Security Representatives are scheduled to work three hundred and twenty (320) hours over the course of an eight (8) week repeating schedule, the Modified Work Schedule will include one shift of twelve (12) hours scheduled off and one shift of eight (8) hours in lieu of a normal shift of twelve (12) hours.
- c. For the current 0.5 FTE Part-time Security Representatives:
  - i. in alignment with Clause 16.01 (c), the Modified Work Schedule will be an averaging of one hundred and sixty (160) hours over the course of an eight (8) week repeating schedule. As such, the 0.5 FTE part-time hours of work will average twenty (20) hours of work per week and average eight (8) hours of work per day.
  - ii. Part-time Security Representatives will normally work two (2) consecutive shifts, followed by six (6) consecutive days off, based on one of the following schedules:
    1. two (2) consecutive day shifts OR
    2. two (2) consecutive night shifts
  - iii. In order to ensure that the 0.5 FTE Part-time Security Representatives are scheduled to work one hundred and sixty (160) hours over the course of an eight (8) week repeating schedule, the Modified Work Schedule will include one shift of four (4) hours in an eight (8) week period in lieu of a normal shift of twelve (12) hours.

- d. Casual Security Representatives will be scheduled on a shift of between three (3) and eight (8) hours depending on operational requirements at any time during the twenty-four (24) hour operation and will not be scheduled based on the normal day shift or normal night shift.
- 2) In accordance with Clause 16.06 (d), the Modified Work Schedule shall not increase eligibility for overtime compensation or other benefits for Security Representatives and, as such, the Parties agree to adjust the application of provisions of the Collective Agreement as follows:
- a. Leaves: The following articles of the Collective Agreement will be adjusted for the Modified Work Schedule as follows:
    - i. For the accrual of paid entitlements, references to "days" or "working days" in the Collective Agreement will normally be converted into "hours", with one (1) day being equivalent to eight (8) hours.
    - ii. For the eligibility to an entitlement, references to "days" or "working days" in the Collective Agreement will be as follows:  
Clauses 24.01 & 24.10 (Maternity Leave & Parental Leave) Ninety (90) days of continuous service shall mean ninety (90) calendar days.
    - iii. For leaves that are tied to normal calendar or business days, not to the Modified Work Schedule, the following will apply:  
Clause 25.01 (Reservist Leave) ten (10) work days shall mean fourteen (14) calendar days, Monday to Friday.
  - b. Probation: Article 3 will be adjusted for the Modified Work Schedule as follows:  
Clause 3.01 (c): A probationary Employee who is absent from work for any reason for a period of seven (7) calendar days or longer will have their probationary period extended by the same number of shifts as the period(s) of absence.
  - c. Employee Files and Discipline: Article 13 will be adjusted for the Modified Work Schedule as follows:  
Clause 13.05: The initial meeting regarding allegations of misconduct shall be conducted within fourteen (14) calendar days from the date of the incident prompting the investigation, or the date the Employer became aware of the incident, unless otherwise agreed between the Union and the Employer.
  - d. Overtime: Article 17 will be adjusted for the Modified Work Schedule as follows:
    - i. Full-time Security Representatives are eligible for overtime where their approved hours exceed their regularly modified scheduled shift.
    - ii. In accordance with Clause 17.03, Part-time Security Representatives will be paid overtime for hours worked beyond twelve (12) hours on a normally scheduled day or night modified shift schedule or exceed forty (40) hours of work in a week, whichever is greater.
  - e. Shift Premiums: Article 21 will be adjusted for the Modified Work Schedule as follows:
    - i. Clause 21.01 (a): Security Representatives will be paid the night shift premium for all hours worked on the night shift from 7:00PM - 7:00AM.

- ii. Clause 21.01 (b): Security Representatives will be paid the weekend premium for all hours worked between Saturdays at 7:00AM and ending Mondays at 6:59AM.
  - f. Paid Holidays: Article 28 will be adjusted for the Modified Work Schedule as follows:
    - i. Clause 28.02: When a Security Representative is eligible for and not scheduled to work on a paid holiday, the University will schedule eight hours off in lieu with pay, based on operational requirements. Clause 28.02 b) shall not apply.
    - ii. Clause 28.05: Thirty (30) work days shall mean thirty (30) shifts in the twelve (12) months preceding the holiday.
  - g. Medical Appointment: Article 35 will be adjusted for the Modified Work Schedule as follows: Clause 35.03 paragraph three, Provided that the Employee works prior to and/or following the medical appointment. Security Representatives will be provided with up to three (3) hours of paid time off to attend to medical appointments.
- 3) When recording hours on timesheets for absences from work, Security Representatives will record the number of hours scheduled on the day of their absence, (i.e. an Employee taking vacation on a shift they would have worked twelve (12) hours will record twelve (12) hours of vacation).
- 4) The Parties acknowledge that the monthly payroll and the eight week Modified Work Schedule will not normally align. Notwithstanding, Security Representatives will be paid on the existing monthly payroll.

  
\_\_\_\_\_  
On behalf of the University of Lethbridge

  
\_\_\_\_\_  
On behalf of the Alberta Union of Provincial Employees

Feb 15, 2023  
\_\_\_\_\_  
Date

Feb 2/23  
\_\_\_\_\_  
Date

## LETTER OF UNDERSTANDING #4

between

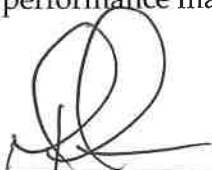
The Board of Governors of the University of Lethbridge

and

The Alberta Union of Provincial Employees

### Excessive Workload

1. Excessive workloads are of concern to Employees, the Employer and the Local. Excessive workload means workload that exceeds reasonable expectations of completion and spans an extended period of time.
2. Workload may fluctuate due to numerous factors, which may include seasonality, surge periods, staff shortages, increased demands, process improvements and efficiencies, or shifting priorities. Fluctuations in workload are normal and acceptable.
3. An Employee or group of Employees may raise concerns about excessive workload with their Manager and Senior Administrator. Upon receiving concerns about excessive workload, the Manager will call a meeting expeditiously to have a dialogue with the Employee(s). The Employee(s) may be accompanied by a Union representative at this meeting. The Manager may be accompanied by a representative of Human Resources.
4. The Manager and Senior Administrator will make reasonable efforts to respond to excessive workload issues by looking to improve processes, create efficiencies and assess the resources available where feasible, relevant and applicable to the circumstances.
5. Should the Manager's and Senior Administrator's proposed resolution(s) not alleviate the concerns raised in a reasonable time, the Employee(s) can submit their concerns in writing to the applicable Vice President or a mutually agreeable designate. The Vice President or a mutually agreeable designate will meet with the Employee(s) and the Manager and Senior Administrator's within ten (10) work days of receipt of the concern(s) in writing. The group shall attempt to reach consensus on a path forward that reduces the excessive workload. Representatives of Human Resources and the Union may be requested to facilitate the conversation.
6. This Letter of Understanding is not intended to prevent the Board from addressing performance management issues or reasonably assigning work to employees.



On behalf of the University of Lethbridge



On behalf of the Alberta Union of Provincial Employees

Feb 15, 2023

Date

Feb 2/23

Date

**LETTER OF UNDERSTANDING #5**

**between**

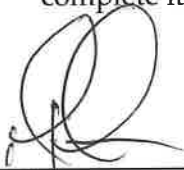
**The Board of Governors of the University of Lethbridge**

**and**

**The Alberta Union of Provincial Employees**

**Student Recruitment Modified Hours of Work Schedule**

1. The Parties agree to establish a joint review committee consisting of three (3) representatives of the Union and three (3) representatives of the University.
2. The committee will discuss the work schedules of Employees responsible for student recruitment, consult with Employees and explore feasibility and desirability of adopting a modified hours of work schedule pursuant to clause 16.06 for these Employees.
3. The committee shall be established within thirty (30) calendar days of ratification.
4. The committee shall make reasonable efforts to engage in discussions and complete its review within ninety (90) days of the committee being established.



On behalf of the University of Lethbridge



On behalf of the Alberta Union of Provincial Employees

Feb 15, 2023

Date

Feb 2/23

Date

**LETTER OF UNDERSTANDING #6**

**between**

**The Board of Governors of the University of Lethbridge**

**and**

**The Alberta Union of Provincial Employees**

**Local 053**

**Re: Employment Security**


The Parties share an interest in ensuring quality services for the University of Lethbridge ("University") community. The University will provide Employment Security for all Continuing and Recurring Term Bargaining Unit Employees who deliver and support those services.

The University will not engage the provisions of Article 31 Layoff and Recall for Continuing and Recurring Term Employees and be replaced by the provisions contained below.

Where the Board determines that a reduction in the workforce is required:

1. There will be no involuntary loss of employment for Continuing and Recurring Employees, as a result of organizational restructuring.
2. To achieve the preceding:
  - (i) adjustments in the workforce may occur through attrition and redeployment;
  - (ii) all retention options will be explored;
  - (iii) Employees will "remain whole", and where an Employee is faced with an involuntary reduction to pay or position status (Full-time or Part-time) any shortfalls will be remedied;
  - (iv) the Board shall provide Employment Security through supernumerary employment while reviewing all retention options; and
  - (v) supernumerary employment is intended as a temporary measure until redeployment to a Continuing or Recurring Position at the same status is achieved.

The commitment shall have effect on the date of ratification of the collective agreement and shall remain in effect until March 31, 2023. The Union agrees that the University may administer the collective agreement as set out herein until then.



On behalf of the University of Lethbridge



On behalf of the Alberta Union of Provincial Employees

Feb 15, 2023

Date

Feb 2/23

Date

**LETTER OF UNDERSTANDING  
BETWEEN  
THE GOVERNORS OF THE UNIVERSITY OF LETHBRIDGE  
("THE BOARD")  
AND  
THE ALBERTA UNION OF PROVINCIAL EMPLOYEES, LOCAL 053  
("AUPE, LOCAL 053")**

**RE: Suspension of Article 15**

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The University of Lethbridge is undertaking a classification project, where an external consulting group (Ernst and Young) has been engaged to develop and support the implementation of a new job evaluation plan and methodology. This includes implementing a custom point-factor scoring tool, and development of an updated position description template..

As part of this classification project, position descriptions for all unique Continuing and Limited Term positions will be developed by Employees and Managers for scoring on the new job evaluation system and methodology. Ernst and Young will develop training materials and will conduct job description writing workshops to assist in the development of position descriptions.

Ernst and Young will train Human Resources and the AUPE Job Evaluation Committee on the job evaluation plan and scoring tool. Once all position descriptions have been updated and submitted, Ernst and Young will evaluate positions in consultation with Human Resources and with the AUPE Job Evaluation Committee for AUPE positions.

In recognition of the implementation of a new job evaluation plan and scoring tool, and since position descriptions will be updated as part of the classification project, the Parties agree that this letter of understanding (LOU) sets out amendments to Article 15 of the Collective Agreement.

The Parties agree that this LOU is entered into on a without precedent basis and is intended to address this unique situation.


The Parties agree to the following:

1. Article 15 (except Clause 15.02) will be suspended effective June 1, 2023 until the completion of the classification project.
2. The Employee and Manager will reach consensus on the position description and submit it for review according to the timelines established in the classification project. If consensus is not reached, the Employee and Manager can submit to Human Resources and the Union to facilitate a conversation with a view to achieving consensus. If consensus is still not reached, the position description will be submitted to the Senior Administrator to finalize and submit it for review.
3. Updated position descriptions will be submitted according to timelines established for the classification project, for evaluation on the new job evaluation system and methodology.

4. Encumbered positions previously submitted for classification review between June 1, 2023 and the date of this LOU will be evaluated as part of the classification project using the new position description template. However, the effective date for any salary adjustments will be the date the Employee submitted the request for reclassification.
5. Vacant positions may continue to be submitted for review by the Manager according to Clause 15.03.
6. There will not be an appeal process for classification decisions made according to the classification project. The classification decision will be binding.
7. An Employee whose position is reclassified to a higher salary range shall have their salary increased by four per cent (4%) or to the minimum of the new grade, whichever is greater. The effective date of the salary increase shall be January 1, 2024.
8. An Employee whose position is reclassified to a lower salary range as a result of this classification project shall have their salary maintained in that position until such time as the lower salary range meets or exceeds their current salary. Upon expiration of this LOU, Clause 15.07 (a) will not apply for Employees impacted by this process.
9. This LOU may be revised, amended, or extended by mutual agreement in writing between the Parties.

This LOU shall take effect upon execution by the Parties and continue in force until May 31, 2024.

DocuSigned by:



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Digvir Jayas, President & Vice-Chancellor  
University of Lethbridge

9/14/2023

Date



Guy Smith, President  
Alberta Union of Provincial Employees

Sept 15, 2023

Date