

**COLLECTIVE AGREEMENT**

**BETWEEN**

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



**AND**

**NON-ACADEMIC STAFF ASSOCIATION**



**Effective: April 1, 2018 to March 31, 2020**



jb/Canadian Office & Professional Employees  
Local #491

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## **PREAMBLE**

The purpose of this Agreement is to:

- (a) Maintain and improve a harmonious, cooperative relationship between the Employer and the Union;
- (b) Provide an amicable, efficient means of settling differences which may arise between the Employer and the Union;
- (c) To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment, services, etc.;
- (d) Promote the mutual interest of the Employer and Union;
- (e) Promote the morale, well being and security of all Employees in the bargaining unit of the Union.

## **ARTICLE 1 - DEFINITIONS**

1.01 "Director of Operations" means the Director of Operations of the Employer or any manager hired under a different title but with the responsibility for the day-to-day operations of the Employer and its staff.

1.02 "Base pay" means the basic rate negotiated by the parties as outlined in Article 13.

1.03 "Call-back" means an unexpected requirement to return to work, including:

- (a) Work on a regular work day:
  - (i) which does not adjoin the end of their regular shift; or
  - (ii) which does or does not adjoin the beginning of their regular shift;
- (b) Work on their regular day of rest, or on a previously mutually agreed-to lieu day, where they have not been notified of such requirement before the end of their last regular shift; or
- (c) Work on a paid holiday.

It is understood, however, that, where an employee is required to work overtime as defined in clause 1.14, and where they, of their own volition, choose to perform such work at another time, such work will be considered as overtime and not as call-back.

1.04 "Demotion" means a move from one position to another position with a lower maximum base pay.

1.05 "Dismissal" means the discharge of an employee from employment (i.e., their position).

1.06 "Double time" means two (2) times the hourly pay.

- 1.07 "Employer" means the Non-Academic Staff Association at the University of Alberta.
- 1.08 "Field staff" means those employees who occupy labour relations officer positions.
- 1.09 "Fiscal year" means the period April 1 to March 31.
- 1.10 "Increment" means the difference between one step and the next step on a salary grade as set out in Appendix A.
- 1.11 "Layoff" means a reduction in hours of work or the reduction of the number of employees of the Employer.
- 1.12 "Lieu day" means a day off with pay in place of a paid holiday, overtime worked, or a previously mutually agreed-to lieu day on which the employee is required to work.
- 1.13 "The Union" means the Canadian Union of Public Employees, Local 1158.
- 1.14 "Overtime" means work required to be performed by an employee outside of their regular shift, including:
- (a) Work on a regular work day which adjoins the end of their regular shift; or
  - (b) Work on their regular day of rest or on a previously mutually agreed-to lieu day, where they have been notified of such requirement before the end of their last regular shift.
- 1.15 "Promotion" means a move from one position to another position with a higher maximum base pay and with an increase in current base pay.
- 1.16 "Recall" means to return an employee on layoff status to a position.
- 1.17 "Seniority" means length of service in the bargaining unit.
- 1.18 "Service" means cumulative employment of an employee.
- 1.19 "Standby" means being required, during a specified period of time when the employee is not at work, to be available to return to work.
- 1.20 "Straight time" means the hourly base pay.
- 1.21 "Time and one half" means one and one half (1 1/2) times the hourly base pay.
- 1.22 "Work Days" for the purposes of Grievance Timelines (Article 35) shall mean Monday through Friday, exclusive of Saturdays, Sundays and Holidays.

## **ARTICLE 2 - EMPLOYEE TYPES AND APPLICATION**

### **2.01 Employee Types**

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

### **2.02 Exclusions**

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

- (a) Any person hired through another employer (e.g. Interim Staff Solutions or a temporary employment agency); or
  - (b) A NASA member, who is on a leave of absence from the University, and works in any capacity for a period of six (6) months or less.
  - (c) Any management employee, including but not limited to the President and the Director of Operations.
- 2.03 (a) This Agreement will apply, or apply in a modified manner, to Temporary employees hired, or who work, for less than six (6) months, excepting only the following Articles:
- Article 16 - Retirement/Resignation
  - Article 19 - Layoff and Recall
  - Article 21.08 - Paid Holidays (December Closure)
  - Article 29 – Employee Development
- (b) This Agreement will apply, or apply in a modified manner, to Temporary employees hired, or who work, for greater than six (6) months, excepting only the following Articles:

Article 16 - Retirement/Resignation  
Article 19 - Layoff and Recall  
Article 29 – Employee Development

- (c) A Temporary employee hired or employed for a period of greater than twelve (12) months will be entitled to all provisions of the Agreement as a regular employee with the exception of Article 19 - Layoff and Recall.

### **ARTICLE 3 - MEMBERSHIP AND DUES**

- 3.01 This Agreement will apply to all employees described in Certificate 129-99 as issued by the Labour Relations Board.
- 3.02 Membership fees or service fees will be deducted from employees' base pay and remitted directly to the CUPE National Office on a monthly basis by the fifteenth (15<sup>th</sup>) day of the following month in which the fees are deducted. The Employer further agrees to provide the Union with the full name, job title, employee type, commencement date, last known address and amount deducted for each employee. In addition, the Employer agrees to provide the CUPE National Office with the rate of base pay for each employee in the bargaining unit.
- 3.03 Subject to the technical capacity to do so, the Employer agrees to provide the above information to the Union in electronic form.
- 3.04 The Union will provide the Employer with written notice of one (1) calendar month prior to the effective date of a change in the amount of dues to be deducted.

### **ARTICLE 4 - UNION RECOGNITION**

- 4.01 The Employer recognizes the Union as the exclusive bargaining agent for its employees, and its members, who are appointed Union Stewards or Officers of the Union, as official representatives of the Union. The Employer shall not bargain with or enter into any Agreement with an employee or group of employees in the bargaining unit. No employee shall be required or permitted to make any written or verbal agreement with the Employer or their representatives, which may conflict with the terms of this Collective Agreement.
- 4.02 Time off with pay will be granted to:
- (a) Employees to exercise specified rights under the Agreement;
  - (b) Union Stewards to fulfill their responsibilities within the bargaining unit;
  - (c) Up to two (2) bargaining unit members sitting on the Local Executive to attend regular executive meetings (no more than once per month);
  - (d) Negotiation Committee members, not to exceed two (2) in number, to attend negotiations and preparation;

- (e) Employees acting on behalf of the Union on mutually recognized committees;
  - (f) Employees for other mutually agreed activities.
- 4.03 (a) Time off without pay will be granted to employees for union business not covered above, subject to operational requirements. It is the responsibility of the employee to make the necessary arrangements with the Director of Operations and for the Union to provide notice of such arrangements to the Director of Operations at least one (1) week before the date of the time off.
- (b) To administer the time off without pay provisions noted above, the Employer will pay the affected employees and invoice the Union for the pay and applicable additional premiums.
- 4.04 The parties agree there will be no discrimination or coercion exercised or practiced with respect to any employee for reason of membership or legitimate activity in the Union.
- 4.05 The Union agrees to provide written notification to the Employer of the names of Union Stewards, Local Executive members and employees acting on behalf of the Union on mutually recognized committees, and will continue to update the list if any changes occur during the year.
- 4.06 The Union will provide the name of the person (or designee) acting as the "designated official of the Union" (as per clause 36.07) who will have the authority to act and resolve differences.
- 4.07 In recognition of the fact that work is performed on behalf of the Employer by unionized labour, represented by the Canadian Union of Public Employees Local 1158, the Union Label/Logo "CUPE 1158" may appear on work performed by CUPE 1158 members.
- 4.08 An employee shall have the right to have a Union Steward present at any meeting with the Employer when such meeting relates to that employee's circumstance.
- 4.09 The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees or any other CUPE advisors when dealing or negotiating with the Employer. Such representatives/advisors shall obtain permission in advance from the Employer before entering the premises of the Employer and contacting an employee when on the premises of the Employer. Such permission shall not be unreasonably withheld.

## **ARTICLE 5 - MANAGEMENT RIGHTS**

- 5.01 The Employer retains all functions, rights, powers and authority which the Employer has not specifically abridged, delegated, or modified by this Agreement. The Employer will exercise their rights in a fair and reasonable manner.
- 5.02 Management rights as they are referenced within this Collective Agreement are exercised by the Director of Operations or designate, as the official representative of the Employer.

## **ARTICLE 6 - SAFETY**

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

## **ARTICLE 7 - WEARING APPAREL**

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

## **ARTICLE 8 - PROBATION**

- 8.01 The probation period of all employees will not exceed six (6) months of work, after the initial commencement date of appointment, unless extended by mutual agreement for up to three (3) additional months. The reason(s) for such extension will be outlined in writing to the employee and the Union, and will be provided prior to the end of the initial probationary period.
- 8.02 At the commencement of employment, the Employer will set reasonable standards for the probationary employee, communicate those standards to the employee, and give the employee a reasonable period of time to meet the standard. There will be an informal review upon completion of two months employment and another at the completion of four months employment. If the employee is not meeting the standard, this will be communicated to the employee during the probationary period so that the employee has

- an opportunity to correct their performance.
- 8.03 During the probationary period, the Employer may dismiss a probationary employee. The employee will receive five (5) working days' written notice if their period of employment is greater than three (3) months but less than six (6) months.
- 8.04 An employee will be required to serve only one probation period.
- 8.05 An employee who is promoted will have a trial period of three (3) months, which may be extended by the Employer for another three (3) months. Reasons for such extension will be outlined in writing to the employee prior to the end of the initial three months. During this trial period, if the employee is deemed unable to perform the duties of the new position satisfactorily, they will be reverted to their former position. Any other employee affected by such reversion will similarly be reverted to their former position.
- 8.06 Where a temporary employee becomes a regular employee in the same position with no break in appointment and has not completed their probationary period; the probationary period will be reduced by the number of months completed as a temporary employee.

## **ARTICLE 9 - HOURS OF WORK**

### **9.01 Regular Work-days and Work-weeks**

- (a) The regular work-day will be scheduled by the Employer and be seven (7) consecutive hours of work between 8:00 a.m. and 6:00 p.m.
- (b) The regular work-week will consist of five (5) consecutive days of work, Monday through Friday, to a maximum of thirty-five (35) hours of work.
- (c) Saturday and Sunday will be scheduled days of rest.
- (d) The regular work-day for all employees covered by this Agreement will not be increased, except by mutual agreement.
- 9.02 Where the Employer requires that an employee's starting time be changed, it will provide them with thirty (30) calendar days' written notice of the change.

### **9.03 Modified Work Schedule/Earned Days off**

- (a) Upon mutual agreement by the Parties in writing, an Employee's work schedule may be modified to be different than as outlined in 9.01.
- (b) Requests including reasons for schedule modification (e.g. earned days off) shall be submitted in writing at least six (6) weeks prior to the proposed change.
- (c) Agreed schedule amendments shall not result in gain or loss of benefits or rights under this Agreement or negate any terms in this Agreement.
- (d) Once a proposal has been implemented, it may only be changed with twelve (12) weeks' written notice to the other party outlining the reasons the change is requested. Where mutual agreement cannot be reached, the provisions of

clauses 9.01 will prevail.

- (e) An employee's request to work a modified schedule will not be unreasonably withheld by the Employer.

#### **9.04 Notification of Absence**

- (a) Prior to the start of their shift, an employee who is going to be absent from work will advise the Director of Operations or designee by phone, email or text of the absence, including the reasons for, and expected duration of, the absence.
- (b) Should an employee fail to comply with clause 9.04 (a), their absence may be considered as unauthorized leave without pay unless they have legitimate reasons for the non-compliance.
- (c) The Director of Operations will designate a person to be personally contacted in the event they cannot be reached.

#### **9.05 Rest Periods**

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

### **ARTICLE 10 - OVERTIME**

#### **10.01 Authorization**

- (a) The Director of Operations will authorize overtime premium before it is worked.
- (b) Requests for approval will be submitted to the Director of Operations by text or email.
- (c) The Director of Operations will respond by text or email.

#### **10.02 Rates and Calculation**

- (a) Unless working under a Flexible Averaging Agreement, pursuant to clause 10.09, employees will be eligible for overtime when required to work in excess of seven (7) hours per day or thirty-five (35) hours per week. The overtime rate is one and one half (1 1/2x) times the base rate for the first two (2) hours and double (2x) time the base for time worked thereafter.
- (b) Any employee required to work overtime on their day of rest will be paid the appropriate overtime rates referred to in (a) above. Any employee required to work overtime on both of their consecutive days of rest will be paid at double (2x) time for all time worked on the second (2nd) day of rest.

- (c) Any employee who is required to work before 8:00 a.m. or after 8:00 p.m. will be paid at the appropriate overtime rates referred to in (a) above.
- 10.03 Unless working under a Flexible Averaging Agreement (FAA), pursuant to Clause 10.09:
- (a) Where an employee is required to work overtime which adjoins their regular shift, they will receive a minimum compensation of one (1) hour at the applicable overtime rate.
  - (b) Where an employee is required to work overtime and the overtime period does not adjoin their regular shift, they will receive a minimum compensation of two (2) hours at the applicable overtime rate.
- 10.04 Overtime pay will be banked as lieu days or paid out at the request of the employee. An employee will have no more than twenty (20) days in lieu banked at any point in time. An employee who has more than twenty (20) days banked will attempt to reach mutual agreement with the Director of Operations on a plan to reduce the bank to twenty (20) days. If mutual agreement cannot be reached, then those days in excess of twenty (20) will be paid out.
- 10.05 At the time of termination any outstanding time in lieu will be paid out.
- 10.06 Meal Breaks**
- (a) Where an employee is required to work in excess of two (2) hours of overtime on their regular work day, they will be provided with a meal or be paid a meal allowance of six dollars (\$6.00) and a meal break of one half (1/2) hour at straight time.
  - (b) Upon completion of two hours of overtime, clause 10.06 (a) will apply to every four (4) hours of overtime worked contiguously.
- 10.07 Where an employee is required to work in excess of four (4) hours of overtime on their regular day of rest or on a previously mutually agreed-to lieu day, they will, upon completion of every four (4) hours:
- (a) Be provided with a meal or be paid a meal allowance of six dollars (\$6.00); and
  - (b) Be allowed a meal break of one half (1/2) hour at straight time.
- 10.08 (a) An employee will be entitled to at least eight (8) consecutive hours of rest between shifts. It will be the responsibility of the Employer to ensure that an employee required to work overtime will be provided with the eight (8) consecutive hours of rest following the overtime worked.
- (b) The Employer may instruct the employee to leave before the usual quitting time of their regular shift and/or to report after the usual starting time of their next regular shift. Where such instruction is given, the employee's pay will not be docked, nor will they be required to make up for such regular hours not worked.

- (c) Where such instruction is not given, the employee will be paid at double (2x) time for all hours worked during the rest period provided in Article 10.08 (a).

#### 10.09 Flexible Averaging Agreements

- (a) Full-time Labour Relations Officers are eligible to enter into flexible averaging agreements (FAA), at their request each time a Collective Agreement is renewed. Once entered into, the terms are applicable unless cancelled by mutual agreement. This request will be reduced to writing, include an effective date, and be signed by the employee and the Director of Operations.
- (b) The FAA terms are as follows:
  - (i) LROs are able to adjust their starting and stopping times to suit the needs of their assignment and themselves, so long as they do not work in excess of nine (9) hours in any one twenty-four (24) hour period. Hours in excess of nine (9) hours per day will be paid at overtime rates but require prior approval by the Director of Operations.
  - (ii) LROs are expected to make every attempt to balance their hours to result in seventy (70) hours being worked in each two (2) week period. Hours paid as overtime under Article 10.02 or 10.09 (b)(i) above are not to be counted in this calculation.
  - (iii) In cases where balance cannot be reached before the end of the two (2) week balancing period, excess hours will be carried at straight time rates into the following two (2) week period and LROs will make every attempt to take those hours in that following balancing period.
  - (iv) Prior to the end of the second balancing period, the time should be taken. Any hours carried forward but not taken by the end of this period are eligible to be paid at overtime rates (time and one half for each hour) but must be approved by the Director of Operations prior to the end of the balancing period.
  - (v) All leave provisions in the Collective Agreement will remain seven (7) hours per day for the purposes of FAA.

### ARTICLE 11 - CALL BACK

11.01 Where an employee is called back on their regular work-day of rest, they will:

- (a) Be paid thirty dollars (\$30.00) travel compensation per each round trip;
- (b) Be paid at the applicable overtime rates for hours worked with a minimum compensation of two (2) hours at the applicable overtime rate; and

- (c) Upon completion of every four (4) hours:
    - (i) be provided with a meal or be paid a meal allowance of six dollars (\$6.00); and
    - (ii) be allowed a meal break of one half (1/2) hour at straight time.
- 11.02 Where an employee is called back on a paid holiday or a previously agreed to lieu day, they will:
- (a) Be paid thirty dollars (\$30.00) as travel compensation per each round trip;
  - (b) Receive their regular work day's pay;
  - (c) Be paid at straight time for hours worked up to their regularly scheduled daily hours, with a minimum compensation of two (2) hours at straight time;
  - (d) Be paid at double time for all hours worked in excess of their regularly scheduled daily hours;
  - (e) Upon completion of every four (4) hours:
    - (i) be provided with a meal or be paid a meal allowance of six dollars (\$6.00); and
    - (ii) be allowed a meal break of one half (1/2) hour at straight time; and
  - (f) Be given a lieu day.
- 11.03 Where an employee is called back more than once on the same day, clauses 11.01 or 11.02, as the case may be, will apply to such call back, except that, in the case of clause 11.02, sub clauses 11.02 (b) and (f) will apply only once.
- 11.04 Call back pay under clauses 11.01 (b) and 11.02 (c) and (d) will be calculated as outlined in clause 10.02.
- 11.05 An employee will be entitled to at least eight (8) consecutive clear hours during the normal break between any two (2) consecutive regular shifts. It will be the responsibility of the Employer to ensure that an employee called back will be provided with the eight (8) consecutive clear hours. To this end, the Employer may instruct the employee to leave before the usual quitting time of their regular shift and/or to report after the usual starting time of their next regular shift.

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

## **ARTICLE 12 - STANDBY**

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

## **ARTICLE 13 - SALARIES AND CLASSIFICATION**

- 13.01 Both parties to the Collective Agreement recognize that any employee normally improves in skill and ability relative to experience. Employees will start at Step 1 and will advance to the next step on their anniversary date of employment. Advancement to subsequent steps will occur on their subsequent anniversary dates of employment. An employee's anniversary date for the purpose of qualifying for an annual increment will not be changed as a result of a promotion.
- 13.02 Employees hired by the Employer with previous years of experience relevant to their position will be credited with such years of experience and placed on the grid accordingly.
- 13.03 There will be a maximum of two (2) long service increments for each base pay grade as set out in the Salary Appendix. The first long service increment is awarded where an employee has reached the maximum of the base pay grade for their present position and has not received an increment within the previous thirty-six (36) month period worked in the position. The second long service increment is awarded at the next anniversary date. Should an employee subsequently be evaluated or promoted to a higher pay grade, no waiting period for the first long service increment will be required.
- 13.04 (a) Where the Employer determines that temporary employees are required, the Employer will determine the rate of pay for such temporary employees and notify the Union.

- (b) Where the funding for the employee is partially derived from a grant program, and with the agreement of the Union, the rate of pay will be at least 70% of Grade 1, Step 1.

13.05 New classifications may be created during the term of this Agreement. As a result of a new classification, a new pay rate may be established. The Employer will evaluate new classifications and notify the Union of the results of the evaluation including the assigned pay rate.

In the event the Union disagrees with the decision, the Union may file a grievance at Step 2 of the Dispute Resolution Process (Article 35).

The Arbitration Board has the express authority to set the rate of pay for the new classification.

13.06 Where the Employer determines that the scope and responsibilities of a position have changed or will change, the Employer will evaluate the revised position and notify the Union of the results. An incumbent whose position is evaluated to a lower grade as a result of this clause will be red-circled at their current rate of pay and not eligible for future increments; however, such an employee will receive the negotiated increases as a result of collective bargaining.

13.07 (a) An employee who has reason to believe that they are improperly classified due to a substantial change in job duties, may apply to the Employer to have their classification reviewed. The Employer will give consideration to such application and notify the employee accordingly.

(b) Should the employee feel that they have not received proper consideration review, they may request that the matter be further reviewed by discussion between the Union and the Employer.

(c) The Employer will notify the Union of the decision within sixty (60) days of the matter being brought by the Union to the Employer.

(d) It is understood by the parties that the classification review is subject to the Dispute Resolution Process.

13.08 The rate of base pay set out in Appendix A will not be reduced except with the concurrence of the Union.

13.09 The Salary Schedule (Appendix A) reflects the current composition of the bargaining unit. It will be amended each time there is a change, addition, or deletion of a classification.

13.10 The Employer agrees that the Employment Insurance Premium Reduction will be discussed yearly with the employees and allocated in a manner mutually agreed to by the Union and the Employer.

13.11 As of January 1, 2019, employees will be paid by direct payroll deposit bi-weekly on Tuesday, the initial date being January 15, 2019.

In December, the first pay day of that month employees will be paid four (4) weeks of pay. There will be no pay for the following pay period.

13.12 Premium pay (Article 15), other than overtime, will be paid no later than the month following the month in which it was earned.

**13.13 Salary Placement on Demotion**

- (a) Where an employee is demoted due to bumping as a result of the application of Article 19 (Layoff and Recall), the employee's salary will be the rate on the salary schedule for the new classification which is as close as possible to the employee's old salary rate.
- (b) Where an employee is demoted due to a temporary need for medical accommodation, the employee's salary will continue to be the rate paid prior to the accommodation.
- (c) Where an employee is being demoted due to a permanent need for medical accommodation, the employee's salary will be the rate on the salary schedule for the new classification which is as close as possible to the employee's old salary rate.

**ARTICLE 14 - PERFORMANCE REVIEWS**

14.01 The parties recognize that the Employer's success depends on the performance and contribution of every employee. Effective performance management involves a continuous two-way process of communication between an employee and the Director of Operations focused on:

- (a) The direction and goals of the Employer and the employee's contribution in the coming year;
- (b) Clear, reasonable expectations for performance and accountability;
- (c) Learning and development needs;
- (d) Recognition of employee contributions, and;
- (e) Guidance and support to enhance employee performance.

**14.02 Performance Reviews**

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

- (a) Before the completion of their probationary or trial period; and
- (b) On the completion of a minimum of twelve (12) months, if an employee requests.

### **14.03 Rebuttal**

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

## **ARTICLE 15 - PREMIUMS**

15.01 Premium pay will be payable in the following instances:

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

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

## **ARTICLE 16 - RETIREMENT/RESIGNATION**

16.01 The Employer will provide an amount equal to ten (10%) percent of each regular employee's monthly salary in lieu of pension. Effective April 1, 2019, the Employer will provide an amount equal to ten decimal eight percent (10.8%) of each regular employee's monthly salary in lieu of pension. This amount will be provided electronically directly to an employee's RRSP account where possible. In all other cases the amount will be paid directly on the Employee's paycheque and each employee will forthwith reserve the amount in a retirement account.

16.02 An employee with ten years of service, who resigns and is fifty-five (55) years of age or older, or is resigning due to illness or disability and is not on LTD, will receive a payment of twenty-five (25) days' pay. This payment may be used either as vacation or be paid out on the date of resignation.

## **ARTICLE 17 - SERVICE**

- 17.01 Service means cumulative employment of an employee and will be established from the first day of hire and computed on the basis of calendar months of employment, subject to the provisions of this Article.
- 17.02 Approved leave with pay, time on LTD and WCB leave, leave as per Article 27 (New Child Leave), or leave as per clause 26.03 for any duration will be counted as service.
- 17.03 Approved leave without pay and time on continuous layoff greater than one (1) calendar month will not be counted as service; however, for the sole purpose of reinstatement of illness only (clause 23.08) approved leave without pay will count as service.
- 17.04 Where a temporary employee becomes a regular employee, their temporary employment time will count as regular service.
- 17.05 An employee will forfeit their service when they:
- (a) Voluntarily resign, subject to clause 27.05;
  - (b) Are dismissed for just cause;
  - (c) Fail to return to work from approved leave of absence;
  - (d) Fail to return to work within ten (10) work days of receipt of notice of recall; or
  - (e) Are laid off for a period of more than twenty-four (24) consecutive calendar months.

## **ARTICLE 18 - CONTRACTING OUT**

- 18.01 A person who is not an employee will not perform work that would normally be performed by the employees in this bargaining unit. The work done by NASA Union Stewards does not constitute contracting out of bargaining unit work. Persons whose jobs (paid or unpaid) are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit, except in cases mutually agreed upon in writing by the Parties.

## **ARTICLE 19 - LAYOFF AND RECALL**

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

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

## **ARTICLE 20 - POSTINGS AND PROMOTIONS**

### **20.01 Postings**

- (a) All vacancies will be posted internally for ten (10) working days, unless mutually agreed between the Parties. The job description and salary rate will accompany the posting. Internal applicants possessing the basic qualifications for the job, or who possesses the ability to be trained to reach the basic qualifications, shall be considered for the position. In the event more than one internal applicant has applied for the same position, and both possess the same qualifications, seniority will prevail.
- (b) The Union will be notified within ten (10) business days of any successful candidates, vacancy notification and of all postings/positions which open.

### **20.02 Promotions**

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

## **ARTICLE 21 - PAID HOLIDAYS AND DECEMBER CLOSURE**

21.01 The following will be paid holidays:

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

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

21.03 Where an employee is not required to work on a paid holiday, their pay for that holiday will be the pay which they regularly receive for their normal day's work.

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

21.05 When a paid holiday falls on one of an employee's normal rest days, they will be given some other day of paid leave in lieu of the day of rest.

21.06 When provision of a lieu day cannot be arranged due to operational requirements, the employee will receive a day's pay not later than the end of the month following the

month in which the paid holiday occurs.

**21.07** An employee will only be considered to have worked on a paid holiday when they work on one of the specific days set out in clause 21.01.

- (a) When an employee is required to work on a paid holiday, they will be paid at double time (2x) for all hours worked, and in addition will be given some other day off with pay in lieu of the paid holiday at a mutually agreeable time. Where this provision applies, clause 21.04 will not apply.
- (b) Where the employee works less than their regular daily hours, they will be paid at straight time for the balance of those hours they were not required to work.
- (c) Where a minimum time payment applies, the straight time pay will be for the difference between that minimum and their regular hours.
- (d) The minimum payment for working on a paid holiday is two (2) hours at applicable overtime rates.

**21.08 December Closure**

Employees will normally be entitled to five (5) regularly scheduled work days off during the period beginning on the last working day prior to December 25 and ending December 31 as follows:

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

If the December Closure day falls on a day when a part-time employee works or is normally scheduled to work, clause 21.8 will apply as written. If the December Closure falls on a day when a part-time employee is normally scheduled not to work, clause 21.08 will not apply to that employee.

## **ARTICLE 22 - ANNUAL VACATION LEAVE**

### **22.01 Vacation Year**

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

### **22.02 Earned Vacation Credits**

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

- (a) Starting with their appointment – one and two-thirds (1 2/3) work days per calendar month of service (i.e. twenty (20) work days every twelve (12) calendar months of service); and
- (b) Upon completion of one hundred and twenty (120) calendar months (10 years) of service – two and one-twelfth (2 1/12) work days per calendar month of service (i.e. twenty-five (25) work days every twelve (12) calendar months of service); and
- (c) Upon completion of two hundred and sixteen (216) calendar months (18 years) of service – two and one half (2 1/2) work days per calendar month of service (i.e. thirty (30) work days every twelve (12) calendar months of service).

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

**22.03** Clause 22.02 will also apply to a part-time regular employee except that their vacation pay will be pro-rated in accordance with their actual hours worked or paid for (exclusive of overtime and call back).

**22.04** Where a part-time regular employee becomes a full-time regular employee, their former part-time service will, without pro-rating, be considered full-time service for the purpose of earning future vacation credits pursuant to clause 22.02. However, vacation pay for vacation credits, if any, while they were a part-time regular employee will remain governed by clause 22.03.

**22.05** Notwithstanding clause 22.10, but subject to clause 22.07, a regular employee will have the right, in any vacation year, to use all the vacation credits they have earned up to the commencement of their scheduled vacation time.

- 22.06 In each vacation year, a regular employee will have the right to take their vacation in one (1) unbroken period or to split their vacation subject to clause 22.07.
- 22.07 Vacation will be scheduled by mutual agreement between the regular employee and the Director of Operations. The Director of Operations will accommodate the employee's choice of vacation time(s), subject to operational requirements. Where operational requirements prevent two (2) or more employees from taking their vacation at the same time, their seniority will be the determinant. However, an employee who chooses to take their vacation in one (1) unbroken period will have prior claim to vacation time over an employee who chooses to split their vacation.
- 22.08 Where one (1) or more paid holidays fall within a regular employee's vacation, such paid holidays will not be counted as part of the employee's vacation.
- 22.09 Where a regular employee is ill during their vacation and produces a medical certificate, the duration of their illness will be charged against their illness entitlement and will not be counted as part of their vacation.
- 22.10 Where a regular employee has exhausted their illness leave entitlement, they will have the right to use their vacation credits, if any, to cover their absence due to illness.
- 22.11 The Director of Operations may approve a regular employee's request for carryover of not more than 2 weeks of their vacation credits to the next vacation year. However, no employee will lose any of their vacation credits under any circumstances.
- 22.12 Vacation credits, if any, will be paid out to a regular employee on the date of their cessation of employment with the Employer.

**22.13 Temporary Employees**

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

**ARTICLE 23 - ILLNESS AND PROOF OF ILLNESS**

- 23.01 The Employer and the Union jointly acknowledge their commitment to promoting wellness, encouraging the legitimate use of illness leave, and being proactive in returning employees to work.
- 23.02 "Illness" means illness, injury or quarantine affecting an employee, and includes any medical conditions related to or arising from pregnancy.
- 23.03 "Casual illness" means an illness that caused an employee to be absent from duty for a period of four (4) consecutive work days or less.
- 23.04 "General illness" means certified illness which causes an employee to be absent from

duty for a period of more than four (4) consecutive work days.

23.05 "Fiscal year" means twelve months from April 1 to March 31 of the following year.

**23.06 Medical and Dental Appointments**

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

**23.07 Illness Leave**

- (a) Leave of absence with pay is allowable on account of illness from the start of each fiscal year for twenty-six (26) weeks, i.e. one hundred and thirty (130) work days, per fiscal year.
- (b) Entitlement for the period from first date of hire until the first April first (1<sup>st</sup>) of employment is prorated to a calculation of eleven (11) times the number of full months of employment before April first (1<sup>st</sup>).

**23.08 Reinstatement of Entitlement**

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

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

**23.09 Illness during Annual Vacation**

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

**23.10 Proof of Illness**

- (a) For any absence due to illness in excess of four (4) work days but less than twelve (12) work days, an employee will provide a medical certificate to the Director of Operations. At the employee's request to the Director of Operations, the requirement for medical certificate may be waived. The medical certificate will specify:

- (i) that the employee was unable to attend work and perform their regular duties due to illness, and
  - (ii) the duration of illness.
- (b) For an absence due to illness of four (4) work days or less, medical certificates will not be required except where the employee has had a maximum of twelve (12) work days of uncertified absence due to illness in a fiscal year.
- (c) Medical certificates may be required for any absence due to illness immediately preceding or following a vacation period or a paid holiday.
- (d) For an absence due to illness that is known initially will be beyond ten (10) work days or when the illness continues beyond ten (10) work days, or where there is a discernible pattern of shorter duration absences as determined by the Director of Operations, the employee will be required to submit medical fitness to work information (medical documentation). Any costs associated with providing this required information will be paid by the Employer. If the employee does not return to work on the specified return date(s), further medical information will be required.

The fitness to work information will indicate:

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

### **23.11 Independent Medical Examination**

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

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

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

#### **23.12 Absence during Pregnancy**

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

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

#### **23.13 Part-time Regular Employees**

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

#### **23.14 Temporary Employees**

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

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

### **ARTICLE 24 - WORKERS' COMPENSATION SUPPLEMENT**

24.01 When an employee sustains an injury in the course of their duties and is eligible for Workers' Compensation they will be paid that amount necessary to make up the difference in pay between what they receive from Workers' Compensation Board and what they would have received had they been on leave because of general illness as provided for in Article 23. Payment under this provision will be made only for that period of time during which they would have received full base pay pursuant to Article 23, but such payments will not reduce their general illness entitlement for that year.

24.02 An employee who sustains an injury while in the employ of another employer and who is eligible for Workers' Compensation will not be covered by the Workers' Compensation Supplement (clause 24.01) and General Illness (clause 23.04) provisions. Such absence will be considered authorized leave without pay.

### **ARTICLE 25 - SPECIAL LEAVE**

25.01 This Article will have application only to days on which the employee would otherwise

normally be scheduled to work.

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

**25.03 Compassionate Leave**

- (a) In the event of death of a son, daughter, step-child, brother, sister, spouse (including common-law spouse), parent, grandparent or the husband or wife of any of the above (or those of your spouse), or any person who is a dependent of the employee who lives in the employee's household – an employee, so bereaved, will be allowed leave with pay up to five (5) working days.
- (b) An employee will be allowed up to one (1) day with pay to attend the funeral of persons other than those specified above.
- (c) Leave with pay up to two (2) working days will be allowed for sudden or serious illness within the immediate family (spouse, child, mother or father):
  - (i) to make arrangements for the care of the person who is ill;
  - (ii) to make arrangements for the care of the children of the person who is ill;
  - (iii) to care for the person who is ill; or
  - (iv) to care for the children of the person who is ill.
- (d) The Director of Operations may authorize leave under warranted conditions on the same terms as provided above in the event of a death or serious illness of persons other than those specified above.
- (e) Should an employee demonstrate to the satisfaction of the Director of Operations that during a period of vacation bereavement as described above occurred and provided the employee attended the funeral, they will be allowed compassionate leave and their vacation will be credited accordingly.

**25.04 Maximum Entitlement**

The maximum length specified for each circumstance requiring use of compassionate leave will not be exceeded; however, compassionate leave may be granted more than once for the same circumstances within a fiscal year, provided the total leave does not exceed ten (10) working days per fiscal year. Additional compassionate leave (clause 25.03) will be granted without pay when ten (10) days leave with pay has been utilized within a year.

**25.05 Personal Leave**

Employees shall be eligible for up to six (6) days with pay per fiscal year for Personal Leaves. Any unused personal days shall be carried forward for one year to a maximum of six (6) days banked. There shall be no pay out of unused personal days. Part-time

employees' entitlement shall be prorated.

#### **25.06 Temporary Employees**

For temporary employees, clause 25.05 will not apply.

#### **25.07 Part-time Regular Employees**

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

- 25.08 (a) An employee who is required by law to serve jury duty or act as a witness will be paid their normal regular wage for scheduled hours and any fee received will be remitted to the Employer. This Article will not apply to any personal action where the employee is the plaintiff or defendant.
- (b) The employee will submit the document that requires them to appear as a witness or juror before receiving payment under this Article.
- (c) The employee will work during those working hours that they are not required to attend the court proceedings.

### **ARTICLE 26 - LEAVE WITHOUT PAY**

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

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

26.03 Upon written request, an elected Union official will be granted a leave of absence without pay. The Employer will continue all salary and benefits during the period of leave and will invoice the Union.

- 26.04 (a) An employee who is elected to a full-time position with CUPE or an affiliated labour body, shall be granted leave of absence and shall not accrue but will not lose seniority for up to two (2) terms of election. If an employee requests leave beyond two terms, they will remain on leave but be required to relinquish the right to return to the same position. Upon return they will be entitled to only twenty-four (24) months of recall to the next available position for which they are qualified.
- (b) An employee who is selected for a temporary full-time position with CUPE will be granted a leave of absence to a maximum of twelve (12) months. During that leave they will not accrue but will not lose seniority.

- (c) In the case of leaves under this clause, if requested, pay and/or benefits will be continued and shall be reimbursed by the union or labour body for whom the employee is working.

#### **26.05 Compassionate Care Leave**

An employee will be granted a leave of absence without pay to twenty-seven (27) weeks. This leave may be broken up into more than one period.

#### **26.06 Personal and Family Responsibility Leave**

An employee will be granted a leave of absence without pay up to five (5) days per year for short-term care of an immediate family member. This includes attending to personal emergencies and caregiving responsibilities related to education of a child. This leave is in addition to that described in Article 25 - Special Leave.

#### **26.07 Domestic Violence Leave**

An employee will be granted a leave of absence without pay up to ten (10) days per year to address a situation of domestic violence.

#### **26.08 Critical Illness of an Adult Family Member**

An employee will be granted a leave of absence without pay up to sixteen (16) weeks to care for an ill or injured adult family member. This leave is in addition to that described in Article 25 - Special Leave.

#### **26.09 Critical Illness of a Child**

An employee will be granted a leave of absence without pay up to thirty-six (36) weeks if they are a parent of a critically ill or injured child. This leave is in addition to that described in Article 25 - Special Leave.

#### **26.10 Death or Disappearance of a Child**

An employee will be granted a leave of absence without pay up to fifty-two (52) weeks if their child disappeared as a result of a crime, or up to one hundred and four (104) weeks if their child died as a result of a crime.

### **ARTICLE 27 - NEW CHILD LEAVE**

27.01 Following ninety (90) days of service, a pregnant employee who gives birth will be granted leave of absence without pay for more than four (4) weeks to a maximum of seventeen (17) weeks. Written notification must be provided to the Director of Operations and the leave is subject to the following conditions:

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

- (b) The date on which pregnancy leave will commence will be determined by the employee, in consultation with their physician, unless the pregnancy interferes with the performance of the duties of their position.
  - (c) The employee will advise of the anticipated return date.
- 27.02 An employee on approved pregnancy leave is entitled to return to the position they held immediately prior to going on leave. If their position no longer exists, they will be placed in alternate work of a comparable nature at the same rate of pay and benefits. An employee who wishes to resume their employment on expiration of their approved maternity leave will provide at least two (2) weeks' notice in writing of the day they intend to resume employment. In the event the employee wishes to resume employment earlier than their intended date of return, they may do so under the following conditions:
- (a) One (1) month following the birth of their baby if a medical certificate is provided;  
or
  - (b) Six (6) weeks following the birth of their baby if a medical certificate is not provided.
- 27.03 The employee is required to advise the Director of Operations prior to the commencement of pregnancy leave regarding the continuation of benefit coverage for the duration of the leave. Benefit coverage will be provided for any health-related portion of their absence. The employee will provide medical evidence from their physician specifying the portion of their pregnancy leave attributable for any health-related absence. If an employee opts to continue their benefit coverage with the Employer beyond the illness related portion of their leave, they must pre-pay their premiums for the non-medical portion of their leave.
- 27.04 The Employer will provide top-up benefits to eligible employees on pregnancy leave in accordance with the Employment Insurance regulations and subject to the following conditions:
- (a) An employee may apply for top-up benefits during the illness related portion of their pregnancy leave provided:
    - (i) they are receiving employment insurance maternity benefits;
    - (ii) they have sufficient illness entitlement in accordance with clause 23.07;  
and
    - (iii) they provide medical verification as per clause 23.10 specifying the portion of their pregnancy leave attributable to any illness related absence.
  - (b) Evidence of payment of Employment Insurance maternity benefits must be presented to the Employer in order to receive the pregnancy top-up benefit.
  - (c) The pregnancy top-up benefit will provide the employee with one hundred (100%) percent of gross earnings less deductions.

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

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

27.06 A pregnant employee who satisfies the Employer, through medical evidence from their physician, that continued employment in their present position may be hazardous to their health or to their unborn child, may request a transfer to a more suitable position if one is available. The employee will be paid within the range for the new position. If no suitable position is available and/or the employee is not transferred, they may request pregnancy leave, if eligible, under this Article. In the event that such leave commences within the first four (4) months of pregnancy, which necessitates an absence of longer than eighteen (18) months, the employee may request further leave without pay.

#### 27.07 Parental Leave

Following ninety (90) days of service, leave of absence without pay to a maximum of sixty-two (62) weeks will be granted to an employee for parental leave for their newborn or adopted child, with written notification to the Director of Operations and subject to the following conditions:

- (a) The employee will apply for leave a minimum of one (1) month prior to the anticipated birth or adoption date or provide as much notice as possible.
- (b) Such leave will commence no sooner than the actual birth or adoption date.
- (c) Such leave will commence no later than fifty-two (52) weeks after the actual birth or adoption date.
- (d) An employee is required to advise the Director of Operations prior to the commencement of parental leave regarding continuation of benefit coverage for the duration of the leave. If the employee opts to continue benefit coverage with the Employer during their parental leave, they must prepay the premium.
- (e) If an employee decides not to return to work and so advises the Director of Operations, benefit coverage as above will be maintained for the duration of the approved leave.

27.08 No employee will be eligible for leave, under this Article, that is in excess of eighteen (18) months, per birth or adoption, unless otherwise approved.

#### 27.09 Temporary Employees

- (a) Temporary Employees with less than ninety (90) days of employment, upon application, in accordance with the provisions of clause 27.01(a), shall be granted a maximum of seventeen (17) weeks for pregnancy leave.

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

## **ARTICLE 28 - HEALTH BENEFITS**

### **28.01 Alberta Health Care**

In the event Alberta Health premiums, or their equivalent are reinstated, the Employer will pay one hundred (100%) percent of the premium cost of the Alberta Health Care Plan for each participating employee, for either single or family coverage.

If premiums increase substantially, the parties will discuss at Labour-Management meeting and negotiate a mutually acceptable resolve.

### **28.02 Supplementary Health Care**

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

### **28.03 Dental Insurance**

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

### **28.04 Basic Group Life Insurance**

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

### **28.05 Long Term Disability (LTD)**

- (a) The Employer will pay one hundred (100%) percent of the premium cost of a Long-Term Disability Plan for regular employees.
- (b) The Plan will provide for benefits of seventy (70%) percent of the employee's pre-disability gross salary. It will have an elimination period of twenty-six (26) weeks, i.e. one hundred and thirty (130) working days.
- (c) While an employee is receiving LTD benefits, the Plan will pay, on behalf of the employee, the Employer's contribution to the employee's Registered Retirement

Savings account at the same level payable when they commenced LTD. This amount will be indexed to the amount the LTD payments are increased.

- (d) While in receipt of LTD benefits, an employee will continue to be covered by the other benefits within this Article, equivalent to those provided to regular employees. Optional benefits can be continued if chosen by the employee.
- (e) Where an employee receives a judgment, settlement or damage amount from a third party, the employee will repay the costs in (c) and (d) above.
- (f) Where the employee receives LTD benefits, the following conditions will apply regarding return to work:
  - (i) The employee will be returned to the same or a similar position (job title) provided they are medically certified as capable of performing the normal job function of the position (job title) within a twenty-four (24) month period from the date the employee started receiving LTD benefits.
  - (ii) Consistent with the rehabilitative employment provisions of the LTD Plan, the Employer will provide rehabilitative employment, wherever possible. An employee offered such rehabilitative employment will have an obligation to accept it.
- (g) Participating employees are eligible for coverage on their date of hire. No benefit is payable for disabilities arising from a condition which existed prior to the effective date of the employee's coverage and for which they received treatment during the six (6) month period prior to such date. This limitation of coverage no longer applies after the employee has been actively at work and continuously covered for a period of twelve (12) consecutive months.

#### **28.06 Occupational Accidental Death and Dismemberment Insurance**

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

Loss of or permanent and total loss of use of:

- Both hands 100%
- Both feet 100%
- Sight of both eyes 100%
- One foot and sight of one eye 100%
- One hand and one foot 100%
- One hand and sight of one eye 100%
- Speech and hearing 100%
- Use of both arms 100%
- Paralysis 100%
- One arm or one leg 75%

- One hand or one foot 66 2/3%
- Sight of one eye 66 2/3%
- Speech or hearing 50%
- Thumb and index finger of either hand 33 1/3%
- Hearing in one ear 16 2/3%

- (b) The Plan under clause 28.06 (a) will cover death or dismemberment sustained by an employee while performing Employer business. The coverage is in effect from the time the employee arrives at work until they leave work.
- (c) The amount of coverage under clause 28.06 (a) will be increased to one hundred thousand (\$100,000.00) dollars when death or dismemberment is sustained by an employee who is away from their normal place(s) of business and is travelling on the Employer's business. Such coverage is in effect twenty-four (24) hours a day during the duration of travel.

**28.07 Optional Group Life Insurance**

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

**28.08 Optional Group Dependent Life Insurance**

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

**28.09 Optional Accidental Death and Dismemberment Insurance**

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

**28.10 Health and Personal Spending Accounts**

- (a) A total allocation of twelve hundred and fifty (\$1250.00) dollars will be allotted to each eligible employee on January 1 of each year for Health Spending and Personal Spending.
- (b) The Employee may elect to divide these funds between the two accounts, Health Spending Account (HSA) and Personal Spending Account (PSA) in the amounts of their choice.
- (c) **Credit Carry Forward**  
Unused HSA credits may be carried forward for one Year after the Year in which the credits are allocated. At the end of the second year (December 31), unused credits are subject to forfeiture.

### 28.11 Master Policy

A copy of the Master Policy – Benefits will be provided to the Union and made available to all employees on request.

### 28.12 Joint Benefits Committee

A Joint Committee shall be established twelve (12) months prior to the expiry of the Collective Agreement in order to discuss issues of mutual concern pertaining to Article 28 of the Collective Agreement.

- (a) The Committee shall enjoy the full support of both parties in the interests of identifying areas of mutual concerns and attempt to find solutions.
- (b) The committee shall then make recommendations only if they are mutually agreed upon to their respective bargaining committees. These recommendations shall not be binding on the parties and shall be made without prejudice to any positions the parties may take during the course of Collective Bargaining.
- (c) The Employer and the Union agree that the level of benefits or coverage currently provided will not be reduced without mutual agreement. However, in the event that the current health plan becomes unavailable, due to neither action or fault of either party, the parties will re-negotiate the carrier, cost and content of a replacement plan. Every effort will be made to replicate the current plan without incurring significant cost increases.

### 28.13 Temporary Employees

- (a) For temporary employees hired for a period of not less than three (3) continuous months, and not more than six (6) continuous months, clause 28.06 will apply.
- (b) For temporary employees hired for a period greater than six (6) continuous months, clauses 28.01, 28.02, 28.03 and 28.06 will apply.

## ARTICLE 29 - EMPLOYEE DEVELOPMENT

The Employer and the Union are committed to learning and development for employees.

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

- (a) The Employer will pay fees to the extent of three (3) full course equivalents in a calendar year of which up to two (2) can be taken in the fall/winter season.
- (b) Fees will include only instructional fees and will not cover books, supplies and other costs.
- (c) A maximum of one (1) course per academic session may be taken during the employee's regular hours of work on the recommendation of the Director of

Operations and on the mutual understanding that the employee's job requirements are fully met. Make up time arrangements between the Director of Operations and the employee will be finalized before approval will be granted.

An employee on approved absence during regular hours of work to attend a course is not eligible for overtime compensation until the equivalent of working time missed has been made up.

- (d) The request for payment of fees must be initiated by the employee and recommended by the Director of Operations prior to the commencement of the course.
- (e) A separate request for remission must be provided for each academic session in which a full course or its equivalent is to be taken.
- (f) Employees are responsible for registration and providing proof of registration.
- (g) Approval of subsequent courses is contingent upon evidence of completion being submitted to the Director of Operations.

#### **29.02 Part-time Regular Employees**

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

29.03 The Employer will pay in full the cost of job-specific training or conferences approved or required by the Employer or required by legislations, including necessary time off with pay.

29.04 As part of this commitment, on April 1 of each year, the Employer agrees to provide an Employee Development Fund in the amount of eleven thousand (\$11,000.00) dollars.

29.05 The purpose of the Fund is to enable employees to:

- (a) Access learning opportunities (courses, workshops or seminars), excluding University of Alberta credit courses (under Article 29.01) and 29.03 that will improve the employee's performance in their current position or develop future job related skills; or provide improved health and wellness in the workplace.
- (b) Access development opportunities when participating in rehabilitative employment as described in clause 28.05 (f) (ii),

29.06 The parties encourage discussion between the employee and the Director of Operations to identify learning and development plans and potential learning opportunities where the Fund may apply, as part of the on-going performance management process. Cost of job-specific training required by the Employer or legislations cannot be charged to the Fund.

- 29.07 (a) A regular employee will be entitled to a maximum of one thousand two hundred and fifty (\$1,250.00) dollars per fiscal year to fund learning opportunities which meet the criteria outlined in clause 29.05.
- (b) A regular employee may request permission to use their future annual entitlements to a maximum of three thousand (\$3,000.00) dollars for a specific program of studies offered by an approved post-secondary institution where the program is part of a long term learning plan that, in the judgment of the employee in consultation with the Director of Operations, meets the criteria outlined in clause 29.05

Where the identical program of studies referred to in this clause is available at the University of Alberta, the employee will access that program.

Where such a program is approved under this Article, the employee will not be eligible for funding in the following two (2) fiscal years. This approval will be charged against the future year's funds as appropriate.

- (c) Funding will include reimbursement for registration and course fees, course materials, examination fees and, where applicable, reasonable out-of-town expenses for travel, meals and accommodations, but will not cover membership fees.
- (d) There will be no carryover of any unused portion of an employee's maximum entitlement to a subsequent fiscal year.
- 29.08 Learning opportunities under this Article may be accessed during an employee's regular hours of work, subject to the approval of the Director of Operations. Where the learning opportunity is of mutual benefit to the employee and the Employer, the time off will be with pay. In other cases, make up time arrangement between the employee and the Employer will be finalized prior to approval being granted. An employee on an approved absence during regular hours of work is not eligible for overtime compensation until the equivalent of working hours missed have been made up.

- 29.09 (a) The Employer will pay course fees on behalf of the employee directly to the institution concerned.
- (b) When an employee cancels, fails to attend or complete an approved learning opportunity without legitimate reasons, they will be fully responsible to reimburse the Fund for all costs associated with the cancellation.

- 29.10 (a) When funding has been approved and the employee is then advised that they are to be laid off, they will have the right to proceed with the learning opportunity regardless of its commencement date and the Employer will honour all approved reimbursement.
- (b) Subject to mutual agreement between the parties, individual limits for this funding may be waived for employees on layoff status or about to be laid off.

- 29.11 (a) No employee will have access to the Fund once they have left the employ of the Employer, subject to clause 29.10.

- (b) When an approved learning opportunity has commenced prior to the effective date of an employee's resignation or dismissal, the employee will not be required to repay any portion of the approved reimbursement to the Employer.
- (c) When an approved learning opportunity is to commence on or after the effective date of an employee's resignation or dismissal, the employee will either cancel the training or fully repay to the Employer all monies already paid on their behalf. The employee will be fully responsible for all costs associated with the cancellation.

### **ARTICLE 30 - EMPLOYMENT INSURANCE PREMIUM REDUCTION EMPLOYEE PERCENTAGE**

30.01 The parties agree that the Employer shall advise the Union of the total amount of EI rebate received for premium reductions. The Employer shall apply both the Employer's and employee's portion of the rebate to pay for any increased medical insurance premium costs. Any unused money shall be placed in an account to be used by the Union at its own discretion for Union Business. Rebates will be reviewed annually at Labour Management Committee meeting in second half of the year and balanced at the expiry of each term of the agreement.

### **ARTICLE 31 - REPLACEMENT OF EQUIPMENT**

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

31.02 Where the Employer determines that a cell phone is required for the work of an employee it will be provided by the Employer or an allowance of \$100.00 per month will be paid for the use of the employee's personal phone. The choice of allowance or phone is the employee's.

### **ARTICLE 32 - RELIGIOUS OBSERVANCE**

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

### **ARTICLE 33 - DISCIPLINE**

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

should first meet with employees to communicate concerns about an employee's performance or conduct. Written correspondence in any form may be used as a follow-up to an in-person meeting.

### **33.02 Non-Disciplinary Actions**

The following circumstances do not constitute disciplinary action:

(a) **Coaching**

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

(b) **Letter of Counselling**

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

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

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

### **33.03 Pre-Disciplinary**

If the Director of Operations is considering disciplinary action, an investigation into the matter may be necessary to ascertain all the relevant facts prior to making any final disciplinary determination. If an employee is required to attend an investigation interview and it could potentially result in subsequent disciplinary action being taken against the employee, they will be entitled to have a Union Steward in attendance and the Employer will inform the employee of this right in writing (letter or email) at least twenty-four (24) hours prior to the meeting.

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

### **33.05 Disciplinary Actions and Due Process**

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

(a) **Disciplinary Meeting**

- (i) when the Employer has made a determination that an employee will be disciplined, the employee will be notified in writing (letter or email) at least twenty-four (24) hours in advance that a meeting will be convened specifically for that purpose. The Employer shall advise the employee of their right to Union representation. If the employee declines representation, this will be recorded and signed by the employee, on the form provided by the Union.
- (ii) the Employer will hold a disciplinary meeting with the employee.
- (iii) prior to taking any disciplinary action, the Employer will discuss the proposed action with the Union Steward or a Union Representative.

(b) **Written Reprimand**

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

(c) **Suspension Without Pay**

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

(d) **Demotion**

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

(e) **Dismissal**

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

(f) **Employee Written Rebuttal**

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

**33.06 Access to Dispute Resolution Process**

The employee will have the right to apply Article 35, Dispute Resolution Process, following any disciplinary action.

**33.07 Notification if Employee is Unavailable for Disciplinary Meeting**

If the employee is unavailable for a disciplinary meeting, the notification of discipline will

be deemed received if personally delivered or mailed by prepaid registered mail. When the notice is mailed, it will be deemed received within five (5) days of the date of mailing.

### **33.08 Employee Personnel File**

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

## **ARTICLE 34 - POSITION ABANDONMENT**

### **34.01 Abandonment of Position**

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

## **ARTICLE 35 - DISPUTE RESOLUTION PROCESS**

### **35.01 General Principles**

#### **(a) Recognition**

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

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

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

#### **(b) Disclosure**

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

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

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

- (d) Grievances regarding Harassment, Discrimination, or Termination shall begin at Step 2 and Step 1 shall be waived.

**35.02 Step 1 – Problem Solving Procedure**

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

**35.03 Step 2 – Complaint Resolution Procedure**

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

- (i) the date of the grievance;
- (ii) the nature, type and details of the grievance;
- (iii) where applicable, the name(s) of the grievor(s);
- (iv) the remedy sought;
- (v) the article, paragraph or paragraph(s) of the agreement allegedly violated or the alleged occurrence said to have caused such grievance;
- (vi) signature(s) of the employee(s) and a representative of the Union.

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

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

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

### **35.04 Step 3 – Grievance Arbitration**

#### **(i) Individual Grievance**

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

#### **(ii) Policy Grievance**

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

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

If such referral is made, the aggrieved party will submit it in writing addressed to the other party and at the same time state their nominee. Within fifteen (15) work days thereafter, the other party shall reply in writing and shall nominate its member to the Arbitration Board. The two (2) nominees to the Arbitration Board shall attempt to agree upon the Arbitration Board's Chairperson within fifteen (15) work days of the last nominee's appointment. In the event either party fails to appoint a nominee within the time permitted by this Article, or the nominees fail to appoint a Chairperson within the time permitted by this Article, then either party may apply to the Director of Mediation Services, Alberta Labour, to appoint a nominee or Chairperson, as the case may be.

Time limits in this Article may be extended, but only by mutual agreement in writing.

If both parties agree in advance, any grievance may be referred to a single arbitrator for resolution in lieu of a three (3) member Arbitration Board.

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

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

The Board so selected will determine any question of arbitrability or jurisdiction. In the event that the Arbitration Board deals with a matter relating to termination, then the Board has the authority to reinstate an employee with or without compensation for wages and any other benefits lost, or to make any other award it may deem just and reasonable which would be consistent with the terms of the Agreement.

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

The party initiating arbitration will be responsible for informing any third party likely to be adversely affected:

- (i) of the time and place of the sitting of the Arbitration Board;
- (ii) of the matter to be placed before the Board; and
- (iii) of the right of that third party to be present and represented.

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

#### **35.05 Grievance Replies**

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

#### **35.06 Time Limits**

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

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

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

#### **35.07 Designated Official of the Union**

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

#### **35.08 Discrimination and Harassment Complaints**

- (a) Where the alleged harasser is the person who would normally deal with such grievances, the grievance will automatically be sent forward to the next step.
- (b) An employee who believes that they have been harassed or discriminated against will first discuss the matter with the Director of Operations to determine if an informal resolution to the situation is possible. If informal resolution is not possible, the employee will formally lodge a complaint in writing to the Director of Operations.

- (c) Within ten (10) work days of being presented with a formal complaint, the Director of Operations or President of NASA will begin an investigation into the complaint. If, in the Director of Operation's or President of NASA's opinion the situation warrants, they will appoint an independent investigator to conduct the investigation into the complaint. The results of the investigation will be made available to the employee, the Union, and the respondent within thirty (30) work days of the investigation's commencement.
- (d) In this case Step 2 will be held in abeyance until the results are received by all Parties.
- (e) No information relating to the grievor's personal background, life style or mode of dress will be admissible during the grievance or arbitration process regarding discrimination and harassment.

## **ARTICLE 36 - DISCRIMINATION OR HARASSMENT**

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

36.02 Harassment means engaging in a course of vexatious comment or conduct, including bullying, that is known or ought reasonably to be known to be unwelcome. It is any behavior, whether deliberate or negligent, which denies individuals their dignity and respect, is offensive, embarrassing or humiliating to the individual and adversely affects the working environment.

Sexual Harassment shall be defined as any sexually oriented practice that undermines an employee's health, job performance, or workplace relationships or endangers an employee's employment status or potential. Sexual harassment shall include, but not be limited to:

- (i) Unnecessary touching or patting;
- (ii) Suggestive remarks or other verbal abuse;
- (iii) Leering at a person's body;
- (iv) Compromising invitations;
- (v) Demands for sexual favours;
- (vi) Physical assault.

36.03 Discrimination is any act or omission based on age, race, colour, creed, national origin, political or religious belief, sex, sexual orientation, marital status, physical disability or in respect of an employee's or Employer's exercising any right conferred under this Agreement or any law of Canada or Alberta.

- 36.04 The behavior that constitutes discrimination and harassment can be either psychological or physical or it can be a combination of both. It may be one incident or a series of incidents.
- 36.05 In any situation where an employee files a complaint of harassment or discrimination, the Employer will take whatever steps are necessary to ensure that the employee is not required to be in contact with the respondent to the complaint until the matter has been resolved.

## **ARTICLE 37 - LABOUR MANAGEMENT COMMITTEE**

- 37.01 A Labour Management Committee shall be established within sixty (60) days of ratification of the Memorandum of Agreement and shall remain in place for the duration of the Collective Agreement. The Committee shall enjoy the full support of both parties. The main objective of the Committee shall be to enhance communications between the Union and the Employer.
- 37.02 For clarity, the function of the committee shall be to concern itself with the following general matters:
- (i) reviewing suggestions and recommendations in respect to improving services and working conditions;
  - (ii) improving/correcting conditions in order to minimize grievances and misunderstandings;
  - (iii) attempt to resolve concerns with the administration of the collective agreement.
- 37.03 For greater clarity, the Committee shall not deal with grievances or labour relation matters filed with the Labour Relations Board.
- 37.04 The Committee shall have the authority to develop its principles, goals and objectives. The Committee shall have the authority to review and investigate matters of mutual concern between the union and the Employer; and to make recommendations to the respective principals.
- 37.05 The Committee shall have no power to add to, detract from, or in any way modify the terms of the Collective Agreement. The Committee shall meet regularly, however no more than twice per quarter and no less than twice per fiscal year, and at any time as required. Two dates will be set and agreed in January of each year. Every effort shall be made to issue the agenda or submit matters of concern to the Committee representatives forty-eight (48) hours in advance of a meeting. Committee members shall not suffer loss of pay for attending meetings.
- 37.06 The Committee shall be composed of equal representation by each party. Within sixty (60) days of ratification of this agreement, each party shall designate two (2) to three (3) representatives to the committee, which will include a minimum of one person from each bargaining team. An Employer and Union representative shall be designated as joint chairpersons in presiding over meetings and shall alternate in presiding over meetings.

37.07 Minutes of each meeting of the Committee shall be prepared and signed by the joint chairpersons as promptly as possible after the close of the meeting. Minutes shall not be distributed until after the parties have signed them.

## **ARTICLE 38 - VEHICLE ALLOWANCE, MILEAGE AND PARKING**

### **38.01 Vehicle Allowance, Mileage and Parking – Field Staff**

Field Staff will receive a vehicle allowance of one hundred and fifty (\$150.00) dollars per month. Where field staff are required to use their own vehicle for travel on behalf of the Employer outside the corporate limits of the City of Edmonton, they are entitled to reimbursement at the mileage rate of fifty-one (\$0.51) cents per kilometer. The Employer will pay the full cost for campus wide parking permit for field staff and will pay parking expenses incurred off campus while on Employer business.

### **38.02 Mileage and Parking – Office Staff**

An employee who is authorized to use their own vehicle for travel on behalf of the Employer, will be entitled to reimbursement at the mileage rate of fifty-one (\$0.51) cents per kilometer. Parking expenses incurred while on Employer business will be paid.

## **ARTICLE 39 - EMPLOYEE EXPENSES FOR EMPLOYER BUSINESS**

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

39.02 Where an employee is required to purchase meals when on Employer business, they may claim the following:

- (a) Breakfast: fifteen (\$15.00) dollars
- (b) Lunch: fifteen (\$15.00) dollars
- (c) Dinner: thirty (\$30.00) dollars

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

## **ARTICLE 40 - DURATION OF AGREEMENT AND COLLECTIVE BARGAINING**

40.01 Unless otherwise expressly provided herein, this Agreement will take effect from the date of ratification until March 31, 2020. This Agreement will remain in effect thereafter until a replacement Agreement comes into force.

#### **40.02 Notice to Commence Collective Bargaining**

- (a) Either party may give the other notice in writing of its intention to commence bargaining with a view to striking a new Agreement not less than sixty (60) and not more than one hundred and twenty (120) days prior to the expiry date of this Agreement. At the first meeting between the parties following such notice, the parties will simultaneously exchange their respective total proposals, whereupon neither party will table any further new and unrelated proposal except by mutual agreement. Notwithstanding the above, the parties may, by mutual agreement, adopt a different procedure.
- (b) Where notice to commence collective bargaining has been served by either party, a negotiating committee will be appointed normally consisting of three (3) persons appointed by the Employer and three (3) persons appointed by the Union.
- (c) Any notice required will be deemed to have been sufficiently given or served if personally delivered or mailed in a prepaid registered envelope. Where notice is mailed in a prepaid registered envelope addressed to the appropriate party, it is deemed to have been received within two (2) days of the date of mailing.
- (d) Notice for the purpose of this Agreement will be addressed in the case of the Employer, to the Director of Operations, or in the case of the Union, to the Chief Steward of the bargaining unit.

#### **40.03 Conclusion of an Agreement**

- (a) The negotiating committees will consider the proposals and, within a period of three (3) months from the date of the notice, or such longer period as mutually agreed upon by the parties, will transmit its report to the Executive of the Employer and the Union, Local 1158, and its report will contain:
  - (i) its recommendations for settlement of the proposals; and
  - (ii) the proposals on which the parties are in dispute, if any.
- (b) Within fourteen (14) days of the receipt of the report of the negotiating committees, the parties will each advise whether the recommendations are in whole or in part accepted or rejected.
- (c) Where recommendations have been made by the negotiating committees covering all proposals and where such recommendations are accepted by both the Employer and the Union, Local 1158, the recommendations are binding on both parties and they will give effect to them in accordance with the terms of a written agreement, to be executed by the parties.

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

## **ARTICLE 41 - ELECTRONIC MONITORING, SURVEILLANCE**

41.01 The employer may use electronic monitoring and or surveillance equipment provided that employees are notified a week in advance as to the when, where, and purpose of any such equipment. Electronic monitoring and surveillance should not be used for the purposes of individual work measurement of employees.

**APPENDIX A  
Salary Schedule**

**Effective April 1, 2018 – one (1%) percent increase in each year**

**HOURLY RATE**

Pay Levels	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	LSI 1	LSI 2
I	24.55	25.43	26.36	27.29	28.28	29.31	30.34	31.48	32.55	33.19
I.I	26.64	27.61	28.62	29.70	30.82	31.97	33.14	34.38	35.62	36.32
II	28.73	29.86	30.93	32.08	33.32	34.60	35.96	37.31	38.66	39.41
III	33.27	34.61	36.04	37.47	38.96	40.53	42.16	43.89	45.65	46.54
IV	45.05	47.03	49.18	51.34	53.67	56.04	58.56	61.12	63.80	65.06
V	48.58	50.81	53.16	55.59	58.15	60.79	63.58	66.42	69.43	70.80

**MONTHLY RATE \* (BASED ON 35 HOUR WEEK)**

Pay Levels	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	LSI 1	LSI 2
I	3723.89	3855.62	3998.09	4139.01	4289.13	4445.38	4601.63	4774.72	4937.10	5033.60
I.I	4040.98	4188.03	4341.22	4505.12	4673.62	4848.25	5025.95	5214.36	5402.78	5508.47
II	4358.07	4528.10	4690.47	4865.10	5053.52	5248.06	5453.33	5658.59	5863.86	5977.21
III	5045.86	5249.59	5465.58	5683.10	5908.28	6147.25	6393.87	6657.35	6923.89	7058.69
IV	6831.98	7132.22	7458.50	7786.31	8140.16	8500.14	8881.57	9269.12	9676.59	9868.07
V	7368.12	7706.65	8062.04	8431.21	8818.76	9220.10	9642.89	10073.34	10529.82	10738.15

\* Monthly rate = (hourly rate x 35 hours x 52 weeks) / 12 months

**Effective April 1, 2019 – one (1%) percent increase**

**HOURLY RATE**

Pay Levels	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	LSI 1	LSI 2
I	24.80	25.68	26.62	27.56	28.56	29.60	30.64	31.80	32.88	33.52
II	29.02	30.15	31.24	32.40	33.65	34.95	36.32	37.68	39.05	39.80
III	33.60	34.96	36.40	37.85	39.35	40.94	42.58	44.33	46.11	47.01
IV	45.50	47.50	49.67	51.85	54.21	56.61	59.15	61.73	64.44	65.71
V	49.07	51.32	53.69	56.15	58.73	61.40	64.22	67.08	70.12	71.51

**MONTHLY RATE \* (BASED ON 35 HOUR WEEK)**

Pay Levels	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	LSI 1	LSI 2
I	3761.13	3894.18	4038.07	4180.40	4332.02	4489.83	4647.64	4822.47	4986.47	5083.94
II	4401.65	4573.38	4737.38	4913.75	5104.05	5300.54	5517.86	5715.18	5922.50	6036.99
III	5096.32	5302.09	5520.24	5739.93	5967.36	6208.72	6457.81	6723.92	6993.13	7129.27
IV	6900.30	7203.54	7533.08	7864.17	8221.56	8585.14	8970.39	9361.81	9773.36	9966.75
V	7441.80	7783.72	8142.66	8515.52	8906.95	9312.31	9739.32	10174.07	10635.12	10845.53

\* Monthly rate = (hourly rate x 35 hours x 52 weeks) / 12 months

At the time of signing, the current position titles (Job Classifications) within the staff complement are paid at the pay levels indicated below:

I = Secretary/Receptionist

II = Bookkeeper, Executive Assistant, Communications Administrator

III =

IV = Labour Relations Officer

V =

**APPENDIX B**  
**LETTER OF UNDERSTANDING**  
**BETWEEN**  
**THE NON-ACADEMIC STAFF ASSOCIATION**  
**(the EMPLOYER)**  
  
**and**  
**THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 1158**  
**(the UNION)**

**RE: VOLUNTEER WORKERS**

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Both the employer and the union recognize that volunteers can and may perform a useful function in assisting the employer to meet its objectives.

Volunteers will be accepted at the workplace under the following conditions:

1. Volunteers shall not be paid by the employer and shall be made aware that they are working in a unionized environment where a collective agreement is currently in force.
2. The employer agrees:
  - a) That members of the bargaining unit shall not, at anytime, be replaced either permanently, temporarily, or casually with volunteer worker(s).
  - b) Volunteers will be provided with the job descriptions for employees to ensure clear understanding between the work of the bargaining unit and the work volunteers may perform.
  - c) That no employee shall be laid off as a result of the employer utilizing the services of volunteers
  - d) That no position shall be excluded from, or lost to, the bargaining unit as a result of the employer utilizing the services of volunteers.
  - e) That the use of volunteers will not adversely affect employment conditions or limit employment opportunities for members of the bargaining unit.
  - f) Hours of work shall not be reduced as a result of the use of volunteers.
  - g) Volunteer workers may only be used to complete; member mail outs, committee work, special events and elections, but shall not, at any time, be used to replace employees. Any additional tasks where the employer wishes to use volunteer

workers shall be brought to the Labour Management Committee. Such request shall not be unreasonably denied.

- h) That volunteers shall not participate or take part in the discipline of members of the bargaining unit.
- i) Should any conflict as to the use of volunteer workers arise between the employer and the union, such problems shall be brought to the Labour Management Committee. If there is no resolve, the conflict will be subject to the grievance and arbitration procedures.

This Letter of Understanding shall form part of the Collective Agreement.

On behalf of CUPE Local 1158

On behalf of NASA



**NON-ACADEMIC STAFF ASSOCIATION**

**AND**

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

**SIGNING PAGE**

SIGNED on this 25 Day of March, 2019.

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

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

