

COLLECTIVE AGREEMENT

Between the



and the



June 29, 2016 to March 31, 2019

PART C – ESL AGREEMENT

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ARTICLE 1 *
DEFINITIONS

In this Agreement:

- 1.01 “AVP (HR)”** means the Associate Vice-President, Human Resources, of the University of Alberta or his/her designee.
- 1.02 “Department”** means a teaching department, a faculty office, an administrative office or a service unit under the administrative authority of the University of Alberta.
- 1.03 “Designated Employer Representative” (DER)** means a senior administrative level representative with the authority to resolve a dispute under Common Provisions Article 14 (Dispute Resolution Process).
- 1.04 “Director”** means the Executive Director of the English Language Program of the Faculty of Extension or his/her designee.
- 1.05 “Director, HRCS”** means the Director, Human Resource Consulting Services, of the University of Alberta.
- 1.06 “Dismissal”** means the discharge of an employee from employment with the University of Alberta.
- 1.07 “Employee”** means a person who is employed in one of the following categories:
- (a) **“Full-time Employee”** is a person who works 1800 hours over the calendar year comprised of the equivalent of six terms.
 - (b) **“Core Employee”** is a Full-time Employee appointed in an established position for year-round employment.
 - (c) **“Non-Established Employee”** is an Employee who is Full-time and has accumulated an equivalent of 24 months of work, without a break in service of more than three consecutive terms.
 - (d) **“Temporary Employee”** is an Employee who has not accumulated 3600 hours, which is equivalent to 24 months of full-time employment, without having a three-term break in service.
- 1.08 “Established Position”** means a position which is budgeted and is expected to continue without a definite end date.
- 1.09 “Fiscal year”** means the period from April 1 to March 31.

- 1.10 **“Illness”** means an employee illness, injury or quarantine including any illness related-portion of pregnancy or maternity leave.
- 1.11 **“Increment”** means the difference between one step and the next full step on a salary grade (e.g. Step 1 to Step 2 or Step 1.5 to Step 2.5) as set out in Common Provisions Appendix A.
- 1.12 **“Lieu day”** means a day off with pay in place of a paid holiday or a previously mutually agreed-to lieu day on which the employee is required to work.
- 1.13 **“NASA”** means the University of Alberta Non-Academic Staff Association.
- 1.14 The **“parties”** are the University of Alberta and NASA.
- 1.15 **“Recall”** means to return an employee on layoff status to work.
- 1.16 **“Salary”** means the basic salary negotiated by the parties as outlined in Common Provisions Appendix A.
- 1.17 **“Term”** means an intensive day-time course or its equivalent offered by the English Language Program of the Faculty of Extension and that is not offered for credit at the University of Alberta.
- 1.18 **“Supervisor”** means any person designated by the Director whose job function requires him/her to organize, direct and control the work of others.
- 1.19 **“Union”** means NASA.
- 1.20 **“Union Representative”** means a NASA Labour Relations Officer or designee.
- 1.21 **“University”** means the Governors of the University of Alberta.
- 1.22 **“Work”** includes such duties as instruction of English as a Second Language classes, teaching preparation, marking, student assistance, staff meetings, professional development and additional administrative or committee work, substitute teaching, placement testing, registration or curriculum development, as assigned by the Director.

ARTICLE 2 *

APPLICATION TO EMPLOYEES

- 2.01 The application of the terms and conditions of this Agreement (Common Provisions – with the exception of Article 20 – Service, Article 22 – Leave Without Pay, Article 23 – University Credit Courses, and Article 24 – Human Resource Development Fund and Part C) will be as follows:
- (a) For Core Employees all the terms and conditions of this Agreement will apply.

- (b) For Non-Established Employees all the terms and conditions of this Agreement will apply. The qualifying years identified in clause 18.01 will be considered served.
- (c) Temporary Employees will be entitled to the terms and conditions of this Agreement, except the following Articles will not apply:
 - (i) Common Provisions Article 10 – Witness or Jury Duty
 - (ii) Article 18 – University Credit Courses
- (d) Temporary Employees may be employed for additional work, replacement due to an incumbent's absence, or for a specific project. A Temporary Employee's employment will terminate at the conclusion of the Employee's current term assignment.

2.02 No Temporary Employee will be separated for the sole purpose of preventing him/her from being entitled to any provisions of this Agreement.

2.03 Exclusions

This Agreement will not apply to persons who are agreed between the parties to be excluded from the bargaining unit under the provisions of Section 12 of the *Public Service Employee Relations Act*, or who have been determined by the Public Service Employee Relations Board to be excluded under the provisions of Section 12 of the *Public Service Employee Relations Act*.

ARTICLE 3 *

PROBATION

- 3.01** The probation period of an employee will be deemed to be served upon three teaching terms of employment, two of which must be consecutive. The probation period can be extended by the Employer for up to two consecutive terms of teaching, for reasons that are outlined in writing to the employee, the Union and Human Resource Services.
- 3.02** Probation will be reset upon a break in teaching of two terms or more.
- 3.03** During the probation period, the Employer (in consultation with Human Resource Services) may dismiss a probationary employee. The employee will receive five working days of written notice if his/her period of employment is greater than 13 weeks but less than 26 weeks.

ARTICLE 4 *

HOURS OF WORK, PROFESSIONAL RESPONSIBILITIES AND OVERTIME

4.01 Work day and Work year for Full-time Employees

The parties to this Agreement and the employees acknowledge the professional nature of the work done within the English Language Program (ELP) of the Faculty of Extension. Therefore, it is recognized that the best judgment of the employees, the Director and the ELP staff will be exercised in determining the hours needed to accomplish their work. Decisions will be made in the best interests of the operation of the Program and as such the work day, work week and work year are broadly defined to allow for professional judgment in accomplishing the work required for the success of the Program and its students.

- (a) Instructors will manage their schedule in accordance with their responsibilities and in consultation with their supervisor. Hours of work for full-time employees will be averaged over the year and not exceed 1800 hours per year. The work day for full-time employees, exclusive of meal breaks, should average seven hours per day.
- (b) Generally the work week will consist of five days with two consecutive days off. However, where an employee chooses to work on a day off or where the total hours worked in a year do not exceed an average of 1800 hours, no overtime will be payable.

4.02 Professional Responsibilities

An employee's work will be assigned by the Director based on:

- (a) nature and variety of terms, including necessary preparation and marking;
- (b) delivery method;
- (c) class sizes;
- (d) availability of assistance;
- (e) other administrative responsibilities including curriculum development, administrative assignments, special projects or committee participation; and
- (f) any other relevant factors determined by the Director.

4.03 Rest Periods

Employees will be entitled to a paid rest period of 15 minutes during each ½ working day.

4.04 Notification of Absence

- (a) An employee who is going to be absent from work will ensure that his/her supervisor is informed of the reasons for and expected duration of the absence prior to the start of his/her assigned class time or work shift.
- (b) The Director will designate a person to be contacted in the event that an employee is unable to contact his/her supervisor.
- (c) Should an employee fail to comply with clause 4.04(a), his/her absence may be considered as unauthorized leave without pay unless s/he can demonstrate legitimate reasons for the non-compliance.

4.05 Overtime

- (a) Overtime will be authorized by the supervisor or designee before it is worked and, except in cases of emergency, must be mutually agreeable to both supervisor or designee and employee. Overtime is payable when an employee is required to perform approved work that exceeds 1800 hours averaged over the calendar year.
- (b) A full-time employee required and approved to work overtime will be compensated at the rate of 1½ times his/her salary.
- (c) Notwithstanding clauses 4.05(b), an employee and supervisor may mutually agree to allow the employee to take compensatory time off in lieu of overtime pay. Such compensatory time off will be calculated in the same manner as overtime pay. In the event that any compensatory time off cannot be taken at a time mutually agreeable to the employee and his/her supervisor, the employee will, instead, receive the overtime pay at the end of the calendar year during which the work time is averaged.
- (d) Overtime will be:
 - (i) calculated to the nearest ¼ of an hour;
 - (ii) calculated on the basis of the employee's salary in effect at the time the overtime occurred;
 - (iii) for a minimum of one hour of compensation at the appropriate rate.

ARTICLE 5 *

SALARIES

- 5.01** (a) An employee will be paid in accordance with the salaries in Common Provisions Appendix A.
- (b) Employees will be paid in arrears on a semi-monthly basis.
- (c) Premium pay, other than overtime, will be paid no later than the pay period following the pay period in which it was earned.

- 5.02** The salaries set out in Common Provisions Appendix A will not be reduced except with the concurrence of the Union.
- 5.03** Where the Employer increases the range of salaries in Common Provisions Appendix A, the employees will be paid in the new salaries at the same step as they were being paid in the old salaries.
- 5.04** The Union agrees that the Employer will retain the Employment Insurance Rebate for benefit plan purposes.
- 5.05** The Employer is entitled to recover overpayment of salary (including reconciliation of entitlements) and the Employee is entitled to recover underpayment of salary (including reconciliation of entitlements) resulting from errors. Both the Employer and employees are responsible for reporting overpayments or underpayments as soon as they become aware of the overpayment/underpayment. The Employer will correct underpayments of salary. Repayment schedules for employees will be based on the magnitude of the overpayment, length of time over which the error occurred, length of work time remaining, the taxation year and the impacts on the employee such as pension. Schedules will be made by mutual agreement pursuant to a process agreed between the parties. Agreement will not be unreasonably withheld. The parties agree that this clause will constitute the written assignment required of the employee for repayment.
- 5.06** Recovery of overpayments/underpayments will normally be to a maximum of 24 months. In situations where one party wishes to recover overpayments/underpayments which existed beyond 24 months the parties will meet to discuss the particulars of the situation and determine a mutually acceptable resolution. Failing any resolution, the parties agree the matter will be subject to Common Article 14 (Dispute Resolution Process).

ARTICLE 6

PERFORMANCE REVIEWS AND INCREMENTS

6.01 Application to Temporary Employees

For Temporary Employees, Common Provisions Article 8 (Performance Reviews and Increments), clauses 8.01, 8.02 and 8.03 only will apply. When a Temporary Employee has worked at least 1800 hours without having a consecutive three-term break in service, clause 8.04 will also apply.

ARTICLE 7 PREMIUMS

7.01 Second Language Premium

Where a second language is an integral component of the core requirements of a specific job assignment, a premium of five percent of an employee's base salary will be paid for the period of time that the job includes the second language responsibility. Where the requirement is for more than one additional language and that/those language(s) are required to be used more than 25% of the time, an additional five percent premium will be provided.

ARTICLE 8 * SERVICE

- 8.01** 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. The first date of hire for employees named in Appendix B shall be as stated therein.
- 8.02** Approved leave with pay, time on LTD, WCB leave, leave as per Article 15 (Maternity and Parental Leave) and leave as per clause 16.03 (Leave Without Pay – Union Official) for any duration will be counted as service.
- 8.03** Approved leave without pay and time on continuous layoff of more than one calendar month will not be counted as service; however, for the sole purpose of reinstatement of illness only, clause 13.08, approved leave without pay will count as service.
- 8.04** An employee will forfeit his/her service when s/he:
- (a) voluntarily resigns, including position abandonment;
 - (b) retires;
 - (c) is dismissed for just cause;
 - (d) fails to return to work within ten work days of receipt of notice of recall;
 - (e) is laid off for a period of more than 24 consecutive calendar months;
 - (f) has a break in employment of more than three consecutive terms;
 - (g) is terminated on probation.
- 8.05** Where an employee moves from a position in Part A, B or C to a position in Part A, B or C of this Agreement s/he will bring his/her continuous employment with him/her as service, subject to clause 8.04.

**ARTICLE 9
SENIORITY**

- 9.01** Seniority means length of service in the bargaining unit.
- 9.02** Where an employee leaves the bargaining unit for a period of three consecutive terms their seniority will be broken and they will begin to accrue seniority as a new employee from their next date of employment within the bargaining unit.

**ARTICLE 10
POSTINGS, TRANSFERS, PROMOTIONS AND RESPONSIBILITY PAY**

10.01 Postings

- (a) All core positions will be posted by Human Resources. Internal applicants must be given consideration in the filling of these vacancies. This Article is subject to the provisions of Appendix "C".
- (b) Positions posted under (a) above will be filled without posting if, in order of priority, one of the following conditions applies:
 - (i) an employee with the skills and ability to fill the position is available and requires accommodation due to a physical or mental disability, or
 - (ii) an employee with the skills and ability to fill the position (subject to Article 20) is available and redeployment has been offered, or
 - (iii) an employee with the skills and ability to fill the position (subject to Article 20) is available and on active recall status.

10.02 Transfer

Where an employee voluntarily moves from one position to another position and their current salary is within the salary range of the new position, such a move will be considered a transfer and their salary will be the rate which is closest to but not less than their current salary. There shall be no change to their performance review period.

No employee will be unreasonably transferred.

10.03 Promotion

When an employee is promoted from one position to another position with a higher maximum salary, his/her new salary will be within the range of the higher salary for his/her new position. The new salary will be no less than one full increment above his/her current pay. Performance increments will thereafter be

granted annually from the date of promotion. If the employee is within three months of his/her next increment on date of promotion, s/he will be granted an additional increment.

10.04 Responsibility Pay

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

After a period of six months an extension may be requested. Such an extension will require the agreement of the Union and may include new terms and conditions.

ARTICLE 11 PAID HOLIDAYS

11.01 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	

11.02 Where a paid holiday under clause 11.01 falls on a Saturday or a Sunday, the paid holiday will be observed on the following Monday.

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

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

11.05 When a paid holiday falls on one of an employee's normal rest days, s/he will be given some other day of paid leave in lieu of the day of rest. For purposes of clause 11.07, an employee will only be considered to have worked on a paid holiday when s/he works on one of the specific days set out in clause 11.01.

11.06 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 pay period following the pay period in which the paid holiday occurs.

- 11.07** (a) When an employee is required to work on a paid holiday, s/he will be paid at two times for all hours worked, and in addition will be given some other day off with pay in lieu of the paid holiday at a mutually agreeable time. Where this provision applies, clause 11.03 will not apply.
- (b) Where the employee works less than his/her regular daily hours, s/he will be paid at straight time for the balance of those hours s/he was not required to work.
- (c) Where a minimum time payment applies, the straight time pay will be for the difference between that minimum and his/her regular hours.
- (d) The minimum payment for working on a paid holiday is two hours at applicable overtime rates.

11.08 Winter Closure

The four work days between Christmas Day and New Year's Day shall be paid by the Employer and will be part of the annual hours of work. Any assignment of work during this period may be done at any time chosen by the employee.

ARTICLE 12 *

VACATION LEAVE & ANNIVERSARY DAY(S) OFF

12.01 Vacation Year

The vacation year is the calendar year (January 1 through December 31).

12.02 Earned Vacation Credits

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

- (a) starting with his/her appointment – 15 work days every 12 months of service;
- (b) upon completion of five years (60 months) of service – 20 work days every 12 months of service; and
- (c) upon completion of 15 years (180 months) of service – 25 work days every 12 months of service.

Effective April 1, 2017

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

Hourly calculations are shown in Appendix E.

12.03 Credits or Pay During Leaves

- (a) An employee will continue to earn vacation credits for the first two months of approved leave with pay, WCB leave, illness leave and maternity/parental leave. An employee will not earn vacation credits for any other leaves of more than one month.
- (b) After two consecutive months of leave as per clause 12.03 (a) above, an employee working while on part-time illness leave or returning in a rehabilitation position, either full-time or part-time, will receive vacation pay at the appropriate level of entitlement pro-rated based on the time at work.
- (c) Any payment of vacation pay during an employee's LTD period will not be considered as a direct or indirect offset.

12.04 Employee vacation times will be scheduled by mutual agreement between the employee and the Director and in keeping with the Employer's Managing Staff Vacation Procedure – Support Staff, subject to operational requirements, as follows:

- (a) In requesting vacation times, an employee may request:
 - (i) to use all of the vacation credits that s/he will have earned up to the commencement date of his/her scheduled vacation time; and
 - (ii) to take his/her vacation time in one unbroken period, or split the time into more than one period.
- (b) Where an employee requests one unbroken period of vacation time, and where work is not available for the remainder of a term, the employee must take leave without pay for the remainder of that term.
- (c) Where operational requirements prevent two or more employees from taking their vacation at the same time, their seniority will be the determinant.
- (d) Once vacations are authorized they will not be changed except:
 - (i) by the Employer in the event of an operational emergency, or
 - (ii) by mutual agreement.
- (e) The Director may approve an employee's request for carryover of his/her vacation credits to the next vacation year. However, no employee will lose any of his/her vacation credits under any circumstances.

- 12.05** Where one or more paid holidays fall within an employee's vacation, such paid holidays will not be counted as part of the employee's vacation.
- 12.06** Where an employee is hospitalized during his/her vacation, the duration of his/her hospitalization will be charged against his/her illness leave and will not be counted as part of his/her vacation, provided s/he can demonstrate his/her hospitalization to the satisfaction of the Director.
- 12.07** Where an employee has exhausted his/her illness leave, s/he will have the right to use his/her vacation credits, if any, to cover his/her absence due to illness.
- 12.08** Vacation credits, if any, will be paid out to an employee on the date of his/her cessation of employment with the Employer.

12.09 Temporary Employees

- (a) This Article will not apply to Temporary Employees.
- (b) However, Temporary Employees who have worked 1800 hours or less will receive vacation pay at the rate of four percent of their total earnings (exclusive of overtime compensation) for each pay period. Any vacation leave approved for these employees will be without pay.
- (c) Temporary Employees who have worked more than 1800 hours will receive six percent vacation pay. These employees will be entitled to take up to three weeks of time off without pay as vacation following their first 1800 hours worked. This period will not be considered a break in service.

12.10 Anniversary Day(s) Off

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

Effective April 1, 2017

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

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

ARTICLE 13 *

ILLNESS AND PROOF OF ILLNESS

The definition of Illness can be found in Article 1 (Definitions), clause 1.10.

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

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

13.03 **"Casual Illness"** means an employee illness resulting in absence from work for a period of three consecutive work days or less for which no medical certificate is required, and for appointments as per clause 13.06 and subject to clause 13.07. Where an employee has used his/her casual illness leave in any one calendar year, s/he may provide a medical certificate for additional absences of three work days or less, and the absence will be considered as general illness.

13.04 **"General Illness"** means a medically documented employee illness resulting in an absence from work for a period of more than three consecutive work days.

13.05 **"Calendar Year"** means January 1 to December 31.

13.06 Medical and Dental Appointments

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

13.07 Illness Leave

Leave of absence with pay is allowable on account of illness from the initial date of service for 26 weeks, i.e., 130 work days, per calendar year, of which two weeks, i.e., ten work days, may be used as casual illness. This leave is reinstated in accordance with clause 13.08.

13.08 Reinstatement of Illness Leave

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

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

13.09 Hospitalization/Illness during Annual Vacation Leave

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

13.10 Proof of Illness

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

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

- (e) Absences as per clause 13.10 (d) must be supported by medical documentation which includes the following:
 - (i) that the employee is unable to attend work and perform his/her regular duties due to illness or injury, and
 - (ii) the prognosis for full recovery, including the expected duration of the illness or injury, and
 - (iii) the limitations and medical restrictions to be accommodated in order for the employee to be able to attend work and perform meaningful work, and
 - (iv) the expected duration of each limitation or restriction, and
 - (v) the date the employee will be reassessed.

As the illness progresses, continued objective medical information will be required.

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

13.11 Independent Medical Examination

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

13.12 Return-to-Work from Illness Leave

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

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

13.13 Long Term Disability (LTD)

If the illness leave is expected to exceed 26 weeks, an eligible employee may apply for LTD pursuant to clause 17.05 (Long Term Disability). Where medical documentation indicates the employee may need to apply for LTD, the employee will be provided with LTD application forms no later than the 20th week of illness leave. Notwithstanding the Employer's and employee's obligations under clause 13.12, if the employee's application is approved, the employee will be placed on LTD. If the employee's application is denied, the employee may appeal the decision in accordance with the appeal provisions of the LTD plan.

13.14 Temporary Employees

Clause 13.07 will not apply to Temporary Employees. Instead, Temporary Employees will earn illness leave at the rate of 0.049296 hours per hour of employment.

ARTICLE 14 *

SPECIAL LEAVE

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

14.02 Upon receiving authorization from the Director, a Core Employee or a Non-Established Employee, will be granted leave with pay for the following reasons up to the maximum time indicated.

14.03 Compassionate Leave

- (a) In the event of death of a son, daughter, brother, sister, spouse (including common-law spouse), brother-in-law, sister-in-law, parent, parent-in-law, grandparent or the husband or wife of any of these, an employee will be allowed leave with pay up to three working days together with any necessary traveling time, not more than two working days, with pay.
- (b) An employee will be allowed up to one day with pay to attend the funeral of persons other than those specified above.
- (c) Leave with pay up to two working days will be allowed for sudden or serious illness within the immediate family (spouse, child, mother or father):

- (i) to make arrangements for the care of the person who is ill;
 - (ii) to make arrangements for the care of the children of the person who is ill;
 - (iii) to care for the person who is ill; or
 - (iv) to care for the children of the person who is ill.
- (d) The Director 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 that during a period of vacation a bereavement as described above occurred and provided the employee attended the funeral, s/he will be allowed compassionate leave and his/her vacation will be credited accordingly.
- (f) If an employee is required to be absent from duty by reason of grave illness of a son, daughter, brother, sister, spouse (including common-law spouse), parent, parent-in-law, or grandparent or the husband or wife of any of these, s/he may be allowed compassionate leave in respect of such absence, normally to the extent provided above, at the discretion of the Director.

Effective April 1, 2017 (New Clause 14.04 – Family Medical Appointments)

14.04 Family Medical Appointments

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

14.05 Emergency or Disaster Conditions

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

14.06 Birth or Adoption

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

14.07 Moving

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

14.08 Citizenship Hearing

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

14.09 Maximum Entitlement

The maximum length specified for each circumstance requiring use of leave with pay will not be exceeded; however, such leave may be granted more than once for the same circumstances within a fiscal year, provided the total leave is not more than ten working days per fiscal year.

14.10 Temporary Employees

For Temporary Employees, this Article will not apply. However, when a Temporary Employee has worked at least 1800 hours without having a three-term break in service, clause 14.03 (Compassionate Leave) will apply.

ARTICLE 15

MATERNITY AND PARENTAL LEAVE

General Provisions

15.01 For the purpose of this Article, “employment” means the most recent period of continuous employment with the Employer without a four-month break. Employment is not continuous if an employee resigns, is terminated for cause or does not return from recall.

15.02 Where an employee requires leave pursuant to this Article, written notification is to be provided to the supervisor and Human Resources as follows:

- (a) For maternity leave, the employee will apply for such leave a minimum of three months prior to the expected date of birth. Such leave can commence at any time during the 12 weeks immediately prior to the estimated date of delivery but no later than the date of delivery. Upon application, the employee will advise of the anticipated return date.
 - (i) At the time of application, the employee will provide written verification of pregnancy and anticipated date of delivery. This verification is normally provided by a physician; however, verification by a registered midwife is acceptable for a top up period of eight weeks. This is the only circumstance in which an absence can be verified by a paramedical practitioner.
 - (ii) The normal illness-related portion of a maternity leave is considered to be eight weeks to commence no later than the date

of delivery. Maternity-related illness leave longer than eight weeks must be supported by medical evidence from a physician.

- (b) For parental leave, an eligible employee will apply for such leave a minimum of one month prior to the anticipated birth or adoption date, or provide as much notice as possible. Such leave will commence no sooner than the actual birth or adoption date. Such leave will commence no later than 52 weeks after the actual birth or adoption date. Upon application, the employee will advise of the anticipated return date.

15.03 No employee will be eligible for leave under this Article that is more than 12 months, per birth or adoption, unless otherwise approved.

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

- 15.05** (a) Where an employee is entitled to benefits, the employee is required to advise Human Resources prior to the commencement of maternity or parental leave regarding the continuation of benefit coverage for the duration of the leave. Benefit coverage will be provided for the illness-related portion of a maternity leave as per clause 15.02 (a). If an employee opts to continue benefit coverage with the Employer beyond the illness-related portion of maternity leave and/or for the full duration of parental leave, s/he must prepay the premiums.
- (b) If an employee decides not to return to work and so advises the supervisor and Human Resources, benefit coverage as above will be maintained for the duration of the approved leave.

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

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

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

Maternity Leave

Core, Non-Established and Temporary Employees with 52 Weeks or More of Employment

- 15.07** Upon application in accordance with the provisions of clause 15.02 (a), leave to a maximum of 15 weeks for maternity reasons will be granted by the Employer.
- 15.08** An employee on approved maternity leave is entitled to return to the position she held immediately prior to going on leave. If her position no longer exists, she will be placed in alternate work of a comparable nature at the same rate of pay and benefits.
- 15.09** The Employer will provide top up benefits to eligible employees on maternity leave in accordance with the Employment Insurance Regulations and subject to the following conditions:
- (a) An employee may apply for top up benefits during the illness-related portion of her maternity leave provided:
 - (i) she is receiving employment insurance maternity benefits,
 - (ii) she has sufficient illness leave in accordance with clause 13.07 or 13.14, and
 - (iii) she provides medical verification as per clause 15.02 (a) specifying the portion of her maternity leave attributable to any illness-related absence.
 - (b) Evidence of payment of Employment Insurance maternity benefits must be presented to Human Resources in order to receive the maternity top up benefit.
 - (c) The maternity top up benefit will provide the employee with 100% of gross earnings less deductions.
 - (d) An employee who wishes to receive top up benefits will apply for Employment Insurance maternity benefits as soon as eligible.

Temporary Employees with Less than 52 Weeks of Employment

- 15.10** Upon application in accordance with the provisions of clause 15.02 (a), leave to a maximum of 15 weeks for maternity reasons will be granted by the Employer.
- 15.11** Any accrued sick leave remaining will be paid out when the employee commences her leave for maternity reasons.
- 15.12** There is no guarantee of a position being available for the employee at the end of a leave for maternity reasons; however, an employee who has completed her probation period will be offered her former position if it continues to exist. The employee will maintain her service provided she works within three months

following the end of the leave period and contacts Human Resources to request a service adjustment. If this request is not made within three months following the return date, there will be no retroactive service adjustment.

Parental Leave

Core and Non-Established Employees with 52 Weeks or More of Employment

15.13 Upon application in accordance with the provisions of clause 15.02 (b), leave to a maximum of 37 weeks will be granted to an employee for parental leave for his/her newborn or adopted child.

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

Temporary Employees with Less Than 52 Weeks of Employment

15.15 Such employees are not entitled to parental leave.

ARTICLE 16 *

LEAVE WITHOUT PAY

Core and Non-Established Employees

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

16.02 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 Director.

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

- (a) Full time leave without pay or benefits will be granted for the first term of office.
- (b) Upon the end of the first term in office, the employee shall within one month notify the University of their desire to return to the University.
- (c) The employee will be placed on the recall list in accordance with **clause 20.11**. No other terms of Article 20 shall apply.

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

Core, Non-Established and Temporary Employees

16.05 Except as provided within this Agreement, no employee may use leave without pay solely to be eligible to receive benefits, prepay benefits or to retain status as a Core Employee, Non-Established Employee or Temporary Employee.

ARTICLE 17 *

BENEFIT PLANS

17.01 Benefit Plans: Full-time Employees

For Core Employees or Non-Established Employees the Employer will pay 100% of the premium costs of the following for either single or family coverage:

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

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

17.02 Employee Funded Benefit Plans

Core Employees or Non-Established Employees may participate in the following plans by paying 100% of the premium costs:

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

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

17.03 Pre-Payment of Premiums

Where a benefit eligible employee takes an assignment with the Employer outside of the bargaining unit, s/he may choose to prepay the premiums for those

applicable benefits outlined in this Article for a maximum of eight months. Failure to prepay premiums will result in a loss of coverage.

17.04 Long Term Disability (LTD)

- (a) The Plan will provide for benefits of 70% of the employee's pre-disability gross salary. It will have an elimination period of 26 weeks, i.e., 130 working days.
- (b) While an employee is receiving LTD benefits, the Plan will pay, on behalf of the employee, the Employer's and the employee's pension contributions directly to the Public Service Pension Plan.
- (c) Where the employee receives LTD benefits, the following conditions will apply regarding return to work:
 - (i) The employee will be returned to the same or a similar position (job title) provided s/he is medically certified as capable of performing the normal job function of the position (job title) within a 24-month period from the date the employee started receiving LTD benefits.
 - (ii) Consistent with the rehabilitative employment provision of the LTD Plan, the Employer will provide rehabilitative employment, wherever possible. An employee offered such rehabilitative employment will have an obligation to accept it. Where a Trustholder or Department Head agrees to participate in a plan of rehabilitation for an employee, either in the employee's regular occupation or in another occupation, the Trustholder or department accepting such an employee who is not fully qualified will be reimbursed for the cost of salary and benefits in accordance with the Return to Work Plan negotiated by the Trustholder or Department and Organizational Health and Effectiveness; thereafter the cost of salary and benefits will be the responsibility of the Trustholder or Department.
 - (iii) After the 24-month period, the Employer will consider the likelihood of the employee being able to return to work within the foreseeable future. If it is likely the employee will be capable of returning to work, the Employer will endeavour to return the employee to his/her former position or to a position s/he is medically certified as capable of performing.
- (d) Participating employees are eligible for coverage on their date of hire. No benefit is payable for disabilities arising from a condition which existed prior to the effective date of the employee's coverage and for which s/he received treatment during the six-month period prior to such date. This limitation of coverage no longer applies after the employee has been actively at work and continuously covered for a period of 12 consecutive months.
- (e) The parties agree that recipients of long term disability insurance benefits will receive an increase in such benefits equivalent to any negotiated

general salary increase and effective on the same date as that of the general salary increase.

17.05 Benefits Guide and Consultation

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

17.06 Employment Insurance Rebate

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

17.07 Temporary Employees

For Temporary Employees, only clauses 17.01(e) and 17.05 will apply.

ARTICLE 18

UNIVERSITY CREDIT COURSES

18.01 After two years of service, and on the recommendation of the Director, Core and Non-Established Employees will have tuition fees remitted for University of Alberta credit courses on the following basis:

- (a) The Employer will remit fees to a maximum of 18 units of course weight in an academic calendar year of which up to 12 units of course weight can be taken in the Fall and Winter terms.
- (b) Remission of fees will include only instructional fees and will not cover books, supplies and other costs. An employee approved for tuition fees is not required to prepay the fees.
- (c) A maximum of three units of course weight per Term (Fall, Winter, Spring, Summer) may be taken during the employee's regular hours of work on the recommendation of the Director and on the mutual understanding that the employee's job requirements are fully met. Make up time arrangements between the Director and the employee will be finalized before approval will be granted. An employee on approved absence during regular hours of work to attend a course is not eligible for overtime

compensation until the equivalent of working time missed has been made up.

- (d) A separate request for remission must be provided for each academic session.
- (e) Employees are responsible for registration and providing proof of registration.
- (f) Approval of subsequent credit courses is contingent upon evidence of completion being submitted to the Director.

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

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

- 18.04** (a) No employee will have access to tuition remission once s/he has left the employ of the Employer, subject to clause 18.03.
- (b) When a credit course has commenced prior to the effective date of an employee's resignation or dismissal, the employee will not be required to repay any portion of the approved tuition remission to the Employer.
- (c) When the credit course is to commence on or after the effective date of an employee's resignation or dismissal, the employee will either drop the course or assume full responsibility for the tuition.

ARTICLE 19

HUMAN RESOURCES DEVELOPMENT FUND

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

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

- (a) The Fund does support opportunities that will:

- (i) enhance their capacity to perform work, or
 - (ii) prepare for an expanded or different role.
- (b) The Fund does not support:
- (i) general interest courses (e.g., hobbies, crafts, recreational memberships),
 - (ii) job-specific training required for the employee's current role,
 - (iii) training required by legislation for the employee's current role,
 - (iv) University of Alberta credit courses (Article 18).

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

- 19.04** (a) A Core or Non-Established Employee will be entitled to a maximum of \$750 per fiscal year to fund learning opportunities, which meet the criteria outlined in clause 19.02.
- (b) A Temporary Employee who has worked at least 1800 hours without having a three-term break in service will be entitled to a maximum of \$500 per fiscal year to fund learning opportunities which meet the criteria outlined in clause 19.02.
- (c) Funding will include reimbursement for registration and course fees, course materials, examination fees and, where applicable, reasonable out-of-town expenses for travel, meals and accommodation, but will not normally cover membership fees.
- (d) There will be no carry over of any unused portion of an employee's maximum entitlement to a subsequent fiscal year.

19.05 A Core Employee or Non-Established Employee may request permission to use his/her future annual entitlements to a maximum of \$1,500 for:

- (a) A specific program of studies offered by an approved post-secondary institution where the program is part of a long term learning plan that in the judgment of the employee in consultation with his/her supervisor meets the criteria outlined in clause 19.02.
- (b) Where the identical program of studies is available at the University of Alberta, the employee will access that program.
- (c) Attendance at a major international conference that, in the judgment of the employee in consultation with his/her supervisor, is of mutual benefit to the employee and the work unit.

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

- 19.06** Learning opportunities under this Article may be accessed during an employee's regular hours of work, subject to the approval of his/her supervisor. Where the learning opportunity is of mutual benefit to the employee and the department, the time off will be with pay. In other cases, make up time arrangements between the employee and the department will be finalized prior to approval being granted. An employee on an approved absence during regular hours of work is not eligible for overtime compensation until the equivalent of working hours missed have been made up.
- 19.07** (a) The employee will pay course fees directly to the applicable institution or University of Alberta department concerned and be reimbursed through the Fund upon providing proof of payment. Where the department pays on behalf of an employee, the department will be reimbursed through the Fund.
- (b) When an employee cancels, fails to attend or complete an approved learning opportunity without legitimate reasons, s/he will be fully responsible to reimburse the Fund for all costs associated with the cancellation.
- (c) All receipts for reimbursement must be submitted no later than 45 calendar days after the scheduled learning event. If receipts are not received in this time frame reimbursement will not be made. The previously approved funds will be made available to other applicants.
- 19.08** (a) When funding has been approved and the employee is then advised that s/he is to be laid off, s/he will have the right to proceed with the learning opportunity regardless of its commencement date and the Employer will honour all approved reimbursement.
- (b) Subject to mutual agreement between the parties, individual limits for this funding may be waived for employees on layoff status or about to be laid off.
- 19.09** (a) No employee will have access to the Fund once s/he has left the employ of the Employer, subject to clause 19.08.
- (b) When an approved learning opportunity has commenced prior to the effective date of an employee's resignation or dismissal, the employee will not be required to repay any portion of the approved reimbursement to the Employer.
- (c) When an approved learning opportunity is to commence on or after the effective date of an employee's resignation or dismissal, the employee will either cancel the training or fully repay to the Employer all monies already paid on his/her behalf. The employee will be fully responsible for all costs associated with the cancellation.
- 19.10** Where, by June 30, utilization figures indicate that there is an unused portion of the Fund, the Learning and Development Committee (HRDF) will jointly agree to

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

The Terms of Reference for the Learning and Development Committee (HRDF) are described in Common Provisions Appendix E.

The committee has the authority to make decisions regarding strategic disbursements of the funds.

ARTICLE 20

LAYOFF AND POSITION DISRUPTION

Preamble

It is recognized that in this unique work environment, communication and cooperation between the Employer and employees is essential. The Employer will not layoff or disrupt an employee when there is work available. The employee(s) will perform work as assigned.

Layoff

20.01 Layoff means a temporary or permanent cessation of work, not including dismissal for cause or at the end of a probation period. It is not normally the reassignment of tasks, duties, work location or work schedule.

20.02 Except where an employee has alternate arrangements approved by the Director, no employee will be laid off when work is available. An employee who refuses to accept available work will be subject to clause 20.11 (c). Available work will be offered to:

- (a) Core Employees, subject to Article 4 (Hours of Work, Professional Responsibilities & Overtime);
- (b) Non-Established Employees, subject to Appendix C (Current Employee Placement List);
- (c) Temporary Employees.

20.03 No employee will be laid off:

- (a) and subsequently rehired in the English Language Program solely to prevent him/her from being continuously employed and then entitled to the application of this Article;
- (b) solely because of unsatisfactory performance (issues of unsatisfactory performance will be dealt with pursuant to the disciplinary process); or

- (c) solely to prevent him/her from having his/her employment extend beyond 24 months and thus be eligible to receive benefits.

- 20.04** No students (including Post-doctoral Fellows) will perform the regular work of employees where in doing so such action results in the layoff of an employee; however, nothing precludes the Employer from engaging students in legitimate training and learning opportunities.
- 20.05** When layoffs are necessary, employees will be laid off in reverse order of seniority. This includes laying off Temporary Employees, in reverse order of their seniority.
- 20.06** During the first three terms of an employee's layoff, health benefits under Article 17 (Benefit Plans) will continue to be available provided the employee prepays the premiums. Failure to prepay premiums will result in a loss of coverage.
- 20.07** During the three terms of the employee's layoff, an employee can request to use accumulated vacation entitlements. This request will not change the status or entitlements of an employee under this Article.
- 20.08** During the first three terms of layoff and subsequent to the notice in clause 20.13 (a), an employee who makes a claim under Article 13 (Illness and Proof of Illness) will have no extraordinary rights under this Article and may expressly authorize a NASA representative to communicate on his/her behalf.

Recall and Severance

- 20.09** At the end of the three terms of layoff, a Core Employee or a Non-Established Employee will be entitled to choose:
 - (a) recall; or
 - (b) severance.

The Employer will meet with the employee to provide written notification that his/her layoff will continue past the third term. The employee will have ten days to make a selection of one of the above two options.

20.10 Application to Temporary Employees

Pursuant to clauses 20.01 to 20.08, a Temporary Employee, who has fulfilled the obligations of probation, and for whom no work is available for four consecutive terms, will be entitled to choose to remain available for call-back or receive two weeks' severance pay. If the employee chooses severance, there will be no further obligations on the part of the Employer. A meeting will be held with the employee to provide written notice of the layoff.

20.11 Recall

- (a) Employees will be placed on a recall list for a period of up to 24 months from the date of the written layoff notice. If a laid off employee is not recalled within that period, s/he will be deemed terminated and receive no other rights or benefits.
- (b) An employee will be recalled in order of his/her seniority within this Agreement. This will be subject to being qualified for the job and being able to fulfill the duties, or being qualified and able to fulfill the duties through job familiarization, or with reasonable on-the-job retraining within a training period not to exceed one month. The Employer will make the determination of the above.
- (c) An employee on layoff who does not accept work assigned as per clause 20.02 will forfeit any further rights to recall or severance. A laid off employee will forfeit any further rights to recall if s/he declines one offer of recall to a position at his/her former status and within his/her salary range.
- (d) If an employee accepts an employment opportunity of 12 months or less, then the employee will continue to have recall rights until either:
 - (i) the recall employment opportunity extends beyond 12 months; or
 - (ii) the recall period expires, whichever comes first.
- (e) An employee recalled will be paid the appropriate salary for the new position.
- (f) Human Resources will establish and maintain the recall lists. There will be one recall list for all full-time employees covered by Parts A, B and C of this Agreement. There will be a separate recall list for all part-time employees covered by Parts A and B of this Agreement. Full-time employees will be recalled to full-time positions and part-time employees will be recalled to part-time positions.

20.12 Severance

- (a) Core Employees or Non-Established Employees will be entitled to the following severance payments based upon their service:
 - (i) four weeks' pay if the employee has more than two years (24 months) but less than four years (48 months) of continuous service;
 - (ii) two months' pay if the employee has more than four years (48 months) but less than six years (72 months) of continuous service;
 - (iii) three months' pay if the employee has more than six years (72 months) but less than eight years (96 months) of continuous service;

- (iv) five months' pay if the employee has more than eight years (96 months) but less than ten years (120 months) of continuous service; or
 - (v) six months' pay if the employee has more than ten years (120 months) of continuous service.
- (b) For the purpose of calculating years of employment in (a) above, the time will be counted to the last day of actual work.
 - (c) If an employee, subsequent to receipt of severance, is employed at the University within the period of time covered by the severance payment, then the employee will be required to repay that portion of his/her severance which coincides with his/her employment period. The repayment will be based on the lesser of the salaries in the two jobs. No employee will be paid twice for the same period.
 - (d) For the purpose of this Article, a week or month of pay will be pro-rated for the 12 months prior to the layoff.

20.13 Position Disruption

The parties are committed to consultation prior to the implementation of the provisions of this clause. Where the Employer determines that a reorganization will disrupt a Core Employee or a Non-Established Employee then the following will apply:

- (a) At least ten days prior to the planned formal notice of layoff, Employee Relations will arrange a meeting with the Union and the affected employee(s). The purpose of the meeting is to discuss the details of the reorganization and the anticipated impact on employee(s).
- (b) Where appropriate, an employee on leave of absence may be contacted regarding layoff for the purpose of discussing the planned disruption. Formal notice to that employee will occur on the date of his/her return to work unless the parties agree otherwise. An employee on leave of absence pursuant to clause 20.06 will receive his/her formal notice during the leave of absence.
- (c) Within the period prior to the formal written notice to the affected employee(s), the Union, Human Resource Services and the employee(s) will meet to explore methods and alternatives for managing the position disruption in a manner which minimizes negative impact on the employee(s). First, every effort will be made to make adjustments to terms and conditions of employment, preferably without loss of pay, prior to any consideration of layoff of an employee. If agreement on methods and alternatives cannot be reached, the employee will be laid off in accordance with this Article.
- (d) In the event of a layoff under clause 20.13, the process outlined in clause 20.09 will apply. Where an employee chooses the severance option, a

portion of the severance pay may be converted, at the Employer's option, to notice of layoff, to a maximum of the remainder of the term being worked at the time of the notice.

20.14 Position Disruption Training Benefits

- (a) The Employer agrees to provide access to the Staff Retraining Fund for laid off employees.
- (b) The Employer will provide training assistance in order to enhance the employment opportunities of employees on the recall list. The onus is on the laid off employee to submit proposals for specific training to Human Resources for approval. Should the employee's training proposal be denied, the employee may request a meeting with Human Resources and the Union.
- (c) When the laid off employee requests training that is unlikely to enhance reemployment opportunities to the Employer, and if Human Resources approves this training, then the individual will forego his/her right of recall.
- (d) The terms of all training provided will be subject to mutual agreement between the designated employee and Human Resources.

APPENDIX A

Schedule I Base Pay Plan – Annual Salaries – April 1, 2016 *

Appendix A

**Salary Scales
Annual**

**ESL Instructors - Annual Salaries
(Effective April 1, 2016)**

ESL INSTRUCTORS ANNUAL		STEP															
GRADE	1	1.5	2	2.5	3	3.5	4	4.5	5	5.5	6	6.5	7	7.5	8	8.5	9
9	53931.72	54980.28	56104.92	57229.80	58411.68	59555.52	60718.44	61976.64	63120.48	64416.84	65713.08	67047.72	68363.04	69754.68	71089.20	72461.76	73929.60
PeopleSoft*	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17

* Steps in PeopleSoft for administrative ease only.

APPENDIX B
Article 8 Service

A ranking is used to establish service for employees for use with clause 8.01. The ranking as it exists at the date of signing will be provided to the parties. Initials of the instructors have been published here with the agreement of the instructors.

IK
LCA
BG
EP
PB
PD
MMcM
DT
LA
LG
JC
MMcG
CC
AF
CSP
MC
ED
CJC
PM
JM
JY
AD
DS

APPENDIX C *
LETTER OF UNDERSTANDING
Current Employee Placement

This Appendix explains how the Director will establish Core positions and assign day and evening program work.

1. Core Employees

- (a) The Director will determine whether new Core positions will be created and whether vacated Core positions will be filled. As Core positions are created or vacated, offers will be made to Non-Established Employees to become Core Employees based on Appendix B (Article 8 Service).
- (b) Work is assigned to Core Employees according to Article 4 (Hours of Work, Professional Responsibilities & Overtime), Appendix D (Implementation of Agreement - Hours of Work/Assignment of Work) and Appendix B (Article 8 Service).

2. Non-Established Employees

- (a) A Non-Established Employee will be offered available day program work or other work of equivalent duration as per Article 4 (Hours of Work, Professional Responsibilities & Overtime), Appendix B (Article 8 Service) and Appendix D (Implementation of Agreement – Hours of Work/Assignment of Work).
- (b) Where there is insufficient work available in point 2(a) above, evening or other available work will be offered first to those Non-Established Employees, in the order they appear in Appendix B, taking into consideration Article 4 (Hours of Work, Professional Responsibilities and Overtime) and Appendix D (Implement of Agreement – Hours of Work/Assignment of Work).

3. Temporary Employees

Temporary Employees will be offered day, evening or other available work as per Article 4 (Hours of Work, Professional Responsibilities and Overtime), Appendix B (Article 8 Service) and Appendix D (Implementation of Agreement – Hours of Work/Assignment of Work).

English for Academic Purposes (EAP) ESL 140 and ESL 145 courses are not covered by this Letter of Understanding. Therefore, an employee's refusal to teach these courses will not affect his/her rights under this Letter of Understanding. However, if an employee voluntarily accepts a third consecutive assignment to teach ESL 140 or ESL 145 courses, this will result in an employee's name being removed from Appendix B (Article 8 Service) and s/he

will have consideration for positions and program work as governed by this Agreement. It is understood that the intent of this is not to have a negative impact on members who take work in EAP due to a lack of work in ELP or to prevent disruptions as per Part C Article 20 (Layoff and Position Disruption).

APPENDIX D
IMPLEMENTATION OF AGREEMENT
Hours Of Work/Assignment Of Work

Annual Balancing of Hours

The work done by the Instructors in the English Language Program is unique. The work is done in high intensity and volume for periods within the year and lower intensity and volume at other times. Further, an assignment of instruction brings with it work relating to marking, preparation, student counselling and other functions for which it is difficult to measure the specific time spent. The result averages to 1800 hours per year.

Leaves pursuant to the Agreement (with pay or without pay) will impact on the final numbers and an accounting will be done each calendar year to ensure that the correct work has been done for the correct pay. The terms of this Appendix will not result in a gain or loss in rights under the Agreement. Therefore, for the purposes of calculations, a day of leave (with pay or without pay) or vacation will be accounted for as 7.0 hours and all leave without pay will be deducted from the 1800-hour yearly total.

Annual Scheduling of Work

Assignments will be made annually using the Hour Credits below to ensure the combination of work, statutory holidays and vacation taken equals an annual level of 1800 hours. If at the end of a calendar year more hours than 1800 have been accumulated, overtime or banked time will accrue to the instructor.

Core and Non-Established Employees will be assigned work on an annual basis subject to student enrollment. The schedule will be based on the following criteria:

- (a) Extenuating circumstances (based on approved leaves or accommodations) will be considered with the minimum number of changes to the master schedule and at the discretion of the Director.
- (b) By service, skills and qualifications.
- (c) Instructors rotate through levels of courses every two terms to ensure skill levels are maintained. The amount of preparation and marking attributable to a course is different from one level of the program to another. Part of the intention when agreeing to deal with hours of work in the fashion herein described is to ensure that, to the extent possible, instructors are not assigned the same level of the program more than twice in a row. There are side advantages to this method, which include keeping instructors up to date in all areas of the program.
- (d) Training/learning programs approved by the Director will be considered when drawing up the master schedule with the minimum number of changes to the master schedule and at the discretion of the Director.

- (e) Preferences for AM/PM teaching will be considered by the Director but will be subject to student numbers and needs; class levels and level rotation; and classroom availability.

The Director's decision is final.

Hour Credits

To that end, this document attempts to lay out the credit in hours, which we have agreed to give to various kinds of work. It is the intent of the parties to retain this measurement unless some major change occurs. For example, presently an Intensive Day Program runs for seven weeks. We have calculated below the number of hours of credit for teaching one of these sections. If a component is added or changed, the number of Hour Credits will be determined by mutual agreement of the parties.

The contact hours for 136 hour, day-time courses (e.g. Intensive Day Program) will be deemed at 1.875. Additional hours will be credited for:

- (a) Staff meetings 7
- (b) Course Prep 14
- (c) Exam marking 10.5

Contact hours for 39 hour, part-time courses (e.g. evening courses) or other courses which may exceed 39 hours (e.g. cultural seminar, iBT, etc.) will be deemed at 1.920. This rate is inclusive of course prep and exam marking.

Supplemental Work (SW) hours per day pro-rated 7.0

(Supplemental Work can include, but not be limited to, staff meetings, placement, registration, professional development and office hours as assigned by the Director.)

APPENDIX E
Vacation Hourly Formula Rates

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

Vacation Days per Year^a

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

Yearly Entitlements Calculated from Hourly Accrual Rate

Hourly Accrual Rate

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

Example:

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

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

APPENDIX F **

Letter of Understanding

Clarification of Application of Article 20 (Layoff and Position Disruption)

The parties agree to the following:

An employee who is on layoff will be offered, in order of seniority, evening or part-time classes that are available for that term.

- (a) Should an employee accept part-time or evening work, the employee will still be considered laid off for the term.
- (b) Should an employee not accept part-time or evening work that term, it will not represent 'refusal to work' as defined in clause 20.02 and the employee will be considered laid-off for that term.

Any issues that may arise from the application of this Letter of Understanding will be referred to the Labour/Management Committee for resolution.

APPENDIX G **

Letter of Understanding

Clarification of Application of Vacation and Supplemental Work

The parties agree to the following application:

- (a) An ESL Instructor will be assigned Supplemental Work when there is a day-time course available for the ESL Instructor in the term in which they have scheduled vacation. For example, an ESL Instructor has a day class available to be taught, and is scheduled for vacation, the ESL Instructor will take their vacation and be assigned Supplemental Work for the remainder of the term. The available course will then be offered to the next senior ESL Instructor.
- (b) An ESL Instructor will not be assigned Supplemental Work when there is no day-time course available to teach for the ESL Instructor in the term in which they have scheduled vacation. For example, an ESL Instructor who does not have a day class available to be taught that term, and is scheduled for vacation, the Instructor will be placed on or continue to be on layoff and will not be assigned Supplemental Work for that term.
- (c) An ESL Instructor who is on layoff during the period for which they have scheduled vacation may choose to have their vacation paid out (in accordance with clause 20.07) or reschedule their vacation.

Any issues that may arise from the application of this Letter of Understanding will be referred to the Labour/Management Committee for resolution.