

COLLECTIVE AGREEMENT

2020 - 2025



**THE GRADUATE STUDENTS' ASSOCIATION (GSA)
OF THE UNIVERSITY OF ALBERTA**

AND



**THE NON-ACADEMIC STAFF ASSOCIATION (NASA)
OF THE UNIVERSITY OF ALBERTA**

INDEX
COLLECTIVE AGREEMENT 2020 - 2025
GSA and NASA

	Page
PREAMBLE	1
ARTICLE 1 DEFINITIONS	2
ARTICLE 2 MANAGEMENT RIGHTS	3
ARTICLE 3 UNION RECOGNITION AND CHECK OFF OF UNION DUES	3
ARTICLE 4 THE EMPLOYER AND THE UNION SHALL ACQUAINT NEW EMPLOYEES	4
ARTICLE 5 LABOUR MANAGEMENT COMMITTEE	5
ARTICLE 6 LABOUR MANAGEMENT NEGOTIATIONS	6
ARTICLE 7 DISCRIMINATION AND HARASSMENT COMPLAINTS	7
ARTICLE 8 HOURS OF WORK	9
ARTICLE 9 OVERTIME AND RESPONSIBILITY PAY	9
ARTICLE 10 HOLIDAYS	11
ARTICLE 11 VACATION	11
ARTICLE 12 SICK LEAVE	13
ARTICLE 13 BENEFITS	14
ARTICLE 14 UNION AND OTHER TYPES OF LEAVE	15
ARTICLE 15 PAYMENT OF WAGES	18
ARTICLE 16 PERFORMANCE REVIEWS	18
ARTICLE 17 DISCIPLINE, SUSPENSION AND DISCHARGE	19
ARTICLE 18 TERMINATION AND RESIGNATION	21
ARTICLE 19 GRIEVANCE PROCEDURE	22
ARTICLE 20 POSTINGS	24
ARTICLE 21 SERVICE	25
ARTICLE 22 JOB DESCRIPTIONS	26
ARTICLE 23 PROBATION AND TRIAL PERIODS	26
ARTICLE 24 PROMOTION AND SIGNIFICANT STAFF CHANGES	27
ARTICLE 25 LAYOFFS AND RECALLS	28
ARTICLE 26 PROFESSIONAL DEVELOPMENT	30
ARTICLE 27 JOB SECURITY	32
ARTICLE 28 GENERAL WORKING CONDITIONS	32
ARTICLE 29 PRESENT CONDITIONS AND BENEFITS	33
ARTICLE 30 GENERAL	33
ARTICLE 31 TERM OF AGREEMENT	34
APPENDIX A LETTER OF UNDERSTANDING	36
APPENDIX B POSITIONS, GRADES, AND HOURLY SALARY GRID	37

COLLECTIVE AGREEMENT

THIS AGREEMENT made this 30th April 2020.

THE GRADUATE STUDENTS' ASSOCIATION OF THE UNIVERSITY OF ALBERTA
(hereinafter called the "Employer" or the "GSA")

-- and --

THE NON-ACADEMIC STAFF ASSOCIATION OF THE UNIVERSITY OF ALBERTA
(hereinafter called the "Union")

Preamble

The Employer and the Non-Academic Staff Association (NASA) are committed to working together for common goals, recognizing that NASA's role is to represent the interests of its members and the Employer's role is to manage in the best interests of GSA. This Collective Agreement provides a foundation for achieving our common goals of

- Building positive and harmonious working relationships, and
- Creating a safe, healthy, effective, and innovative work environment.

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

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

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

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

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

ARTICLE 1
DEFINITIONS

- 1.01 “Bargaining Unit” means all Employees (as defined in Article 1.02) employed by the GSA in an administrative or general support capacity (i.e. not in a Management role).
- 1.02 Employee Types and Application
- (a) “Casual Employee” means a person who is hired to work on an irregular or periodic basis;
 - (b) “Full-Time Employee” means a person who is regularly scheduled to work a thirty-five (35) hour work week for the Employer;
 - (c) “Part-Time Employee” means a person who is regularly scheduled to work less than thirty-five (35) hours per week for the Employer;
 - (d) “Continuing Employee” means any Full-Time Employee or Part-Time Employee who is hired on a continuing basis or for a defined term of more than 12 months and shall not include any Casual Employee;
 - (e) “Probationary Employee” means any newly hired Continuing Employee or Temporary Employee, as more fully described and addressed in Article 23; and
 - (f) “Temporary Employee” means any Full-Time Employee or Part-Time Employee who is hired for a defined term of twelve (12) months or less, and shall not include any Casual Employee.
- 1.03 “Employer” means the Graduate Students’ Association of the University of Alberta, and includes the Supervising Manager or designates.
- 1.04 “GSA” means the Graduate Students’ Association of the University of Alberta.
- 1.05 “Governance Documents,” means the Graduate Students’ Association of the University of Alberta’s Bylaws, Policies, and/or any procedures approved by the GSA Board or successor committee and/or the GSA Council.
- 1.06 “Seniority” is defined as the length of service of any Employee from the date of hire in a Continuing position with the Employer.
- 1.07 “Steward” means an Employee selected by the Union to provide defined services to the Union members within the Bargaining Unit.

- 1.08 “Supervising Manager” means the Executive Director or designates who exercise discretionary management authority on behalf of the GSA.
- 1.09 “Union” means the University of Alberta Non-Academic Staff Association.

ARTICLE 2
MANAGEMENT RIGHTS

- 2.01 The Union recognizes that all functions, rights, powers and authority which the Employer has not specifically abridged, delegated or modified by this Agreement are retained by the Employer. The Employer agrees to carry out these functions and exercise these rights, powers and authority in a reasonable manner.

ARTICLE 3
UNION RECOGNITION AND CHECK OFF OF UNION DUES

- 3.01 The Employer recognizes the University of Alberta Non-Academic Staff Association (NASA) as the exclusive bargaining agent for the unit of Employees described in the *Labour Relations Board Certificate #84-2006 as “All Employees employed by the Graduate Students’ Association of the University of Alberta”*.
- 3.02 Subject to Article 3.06 and Article 28 hereof, persons who are not Union members shall not perform any work normally performed by Employees in the Bargaining Unit, except for the purposes of instruction, experimenting or in emergencies when regular Employees are not available, and provided that such activity does not reduce the hours of work or pay of an Employee.
- 3.03 All of the provisions of this Agreement shall apply to the Continuing Full-Time Employees. All of the provisions of this Agreement shall also apply to the Continuing Part-Time Employees with the exception of the following Articles which shall apply only in the modified manner as specifically set forth in that Article:

Article 11: Vacation

Article 12: Sick Leave

- 3.04 (a) Membership fees or service fees will be deducted from employees’ base pay and remitted to the Union on a monthly basis in the month following the month in which such monies are deducted. The Employer further agrees to provide the Union with the full name, job title, department, employee type, commencement date, seniority date, last known address and amount of dues deducted for each employee for whom service

fees or dues have been deducted. In addition, the Employer agrees to provide the Union with, for use in NASA business only, the rate of base pay for each employee in the bargaining unit. Subject to the technical capability to do so, the Employer agrees to provide the above information to the Union in machine readable form.

(b) The Union will provide the Employer with at least one (1) full calendar month's written notice prior to the effective date of a change in the amount of dues to be deducted.

(c) The Employer or designate will enter on the T-4 slips issued for income tax purposes the individual dues deducted.

(d) Once per year, or when there are changes, the Employer will provide the Union with the Employees' addresses.

- 3.05 All Employees shall, as a condition of continuing employment, remain members in good standing in the Union. An Employee may be excluded from the provision of this clause on the grounds of religious convictions, provided that he/she can produce some evidence of same satisfactory to both parties acting reasonably.
- 3.06 No Employee shall be required or permitted to make any written or verbal agreement with the Employer or its representatives which conflicts with the terms of this Agreement.
- 3.07 The Union will advise the Employer, in writing, of the name of the Steward and will advise the Employer of any changes to the Steward as they occur.
- 3.08 The Employer agrees that the Steward shall not be unreasonably hindered, coerced, restrained or interfered with in any way in the performance of his/her duties. The Steward shall not leave his/her work without obtaining the permission of his/her Supervising Manager or designate, such permission to be granted at a mutually acceptable time.
- 3.09 The Employer shall provide a notice board which shall be placed so that all Employees will have access to it and upon which the Union shall have the right to post notices of meetings and such other notices as may be of interest to the Employees.

ARTICLE 4

THE EMPLOYER AND THE UNION SHALL ACQUAINT NEW EMPLOYEES

- 4.01 The Employer will provide all new Employees with a copy of this Agreement, their job description and appointment letter at the date of hiring or upon request.

- 4.02 A representative of the Union shall be given the opportunity to meet with each new Employee within regular working hours and without loss of pay for a maximum of thirty (30) minutes within one (1) week of hire at a mutually agreeable time with the Supervising Manager. This is done for the purpose of discussing with the new Employee the benefits of Union membership and his/her responsibilities and obligations to the Union and to the Employer.

ARTICLE 5
LABOUR MANAGEMENT COMMITTEE

The parties recognize the benefits of providing a safe, healthy and productive work environment and the effectiveness of joint problem-solving in addressing any issues which may arise related to matters under this Agreement.

- 5.01 Should the need arise, a Labour Management Committee shall be established consisting of two (2) representatives from the Union (one (1) representative who is an Employee within the Bargaining Unit and one (1) Union Labour Relations Officer) and two (2) representatives of the Employer (including one (1) who is the Supervising Manager). The Committee shall enjoy the full support of both parties to this Agreement in the interest of maximum services to the Employer.
- 5.02 The Committee shall follow the Terms of Reference and concern itself with matters of the following general nature:
- (a) Review matters relating to the maintenance of good relations between the parties,
 - (b) Resolve problems pertaining to the interpretation and administration of the Agreement,
 - (c) Discuss matters of mutual interest or concern,
 - (d) Make recommendations to the parties on changes to the Agreement,
 - (e) Review and resolve health and safety issues that have not been resolved at the worksite level,
 - (f) This Committee will not consider grievances.
 - (g) While the Committee can make recommendations to the Union and the Employer, it does not have the authority to bind either the Union or its members or the Employer to any of its recommendations nor does it have jurisdiction over the Collective Agreement or any negotiations.

- 5.03 If a meeting is requested by either party, it shall be held at a mutually agreeable time and place. Members shall receive a notice and agenda of the meeting at least five (5) working days in advance wherever possible, but not less than forty-eight (48) hours in advance of the meeting.
- 5.04 The Supervising Manager or designate and a representative of the Union shall be designated as joint Chairpersons of the Committee and shall alternate in presiding over meetings.
- 5.05 Minutes of each meeting of the Committee shall be prepared and signed as promptly as possible after the close of the meeting by the joint Chairpersons. The Union and the Employer shall each receive copies of the minutes within five (5) working days following the meeting.
- 5.06 Any Employee on the Labour Management Committee shall be able to attend committee meetings held within working hours without loss of remuneration. The Employee shall be responsible for seeking prior approval to attend from the Supervising Manager. Any Employee attending meetings held outside of regular working hours shall be compensated with time off with pay equal to the time spent at the meetings if such meetings are mutually agreed to by the Employer and the Union.

ARTICLE 6
LABOUR MANAGEMENT NEGOTIATIONS

- 6.01 No individual Employee or group of Employees shall undertake to represent the Union at meetings with the Employer without proper authorization of the Union. No individual or group shall undertake to represent the Employer at meetings with the Union without proper authorization of the Employer. In order that this may be carried out, the Union will supply the Employer with the names of its officers. Similarly, the Employer will supply the Union with a list of its personnel with whom the Union shall only transact business, unless a formal exception is delivered in writing to the Union.
- 6.02 (a) A Bargaining Committee shall be appointed and consist of the Supervising Manager and one (1) other member of GSA management (who is not an elected student leader), and not more than two (2) members of the Bargaining Unit, plus a Labour Relations representative from the Union. The Union will advise the Employer of the Union nominees to the Committee.
- (b) The Union will advise the Employer when alternates are replacing a committee member. Union committee members will advise the Supervising Manager of their attendance at the joint meeting and its time, date and proposed duration.

- (c) Both parties may mutually agree to vary the composition of their respective Bargaining Committees.
- 6.03 All matters of mutual concern pertaining to performance of work, operational problems, rates of pay, hours of work, collective bargaining and other working conditions may be referred to the Bargaining Committee for discussion and settlement.
- 6.04 (a) Representatives of the Union shall not suffer any loss of pay when required to leave their employment to negotiate the Collective Agreement, provided that the Employer is aware of, and agrees to, the date, time and duration of each such meeting. Representatives of the Union who attend negotiating meetings held outside of regular working hours shall be compensated with time off with pay equal to the time spent.
- (b) The Union will reimburse the Employer for all time spent preparing for negotiations by the Union's Bargaining Committee. Negotiating time shall be defined as the time from the formal commencement of negotiations to the formal closure of negotiations on each scheduled negotiating day. The Union shall seek permission from the Employer for Employees to leave work to attend meetings, at least five (5) working days in advance, which permission shall not be unreasonably withheld.
- 6.05 The Employer shall make available to the Union, following a request, the following information: job descriptions, positions in the Bargaining Unit, job classifications, wage rates, benefits information and other documents with respect to Employees, as reasonably required for collective bargaining purposes.

ARTICLE 7
DISCRIMINATION AND HARASSMENT COMPLAINTS

Purpose

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.

- 7.01 The parties recognize the right of every employee to be treated with respect and dignity. In addition, the parties recognize the need to ensure that the following values are supported:
- confidentiality,
 - fair treatment of all parties,
 - procedural fairness, and

- resolution in a timely manner at the lowest possible level.

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

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

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

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

Sexual harassment is a form of gender discrimination.

7.04 The behaviour that constitutes discrimination and harassment may be physical or psychological in nature. It may be one incident or a series of incidents.

7.05 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.

7.06 An employee who believes that s/he has been harassed or discriminated against will first discuss the matter with the Supervising Manager to determine if an informal resolution to the situation is possible. If informal resolution is not possible, the employee will formally lodge a complaint in writing with the Supervising Manager.

7.07 Within ten (10) working days of being presented with a formal complaint, the Supervising Manager will begin an investigation into the complaint. If in the Supervising Manager’s opinion the situation warrants, s/he will appoint an independent investigator to conduct the investigation into the complaint. The results of the investigation will be made available to the employee and the respondent within thirty (30) working days of the investigation’s commencement.

- 7.08 If the investigation indicates that harassment or discrimination did occur, the Supervising Manager will ensure that whatever steps are necessary to resolve the incident or situation are implemented.
- 7.09 If the employee is dissatisfied with the results of the investigation or with the steps taken to resolve the matter, s/he may file a grievance. The parties will agree to the process to be used.

ARTICLE 8
HOURS OF WORK

- 8.01 (a) The normal hours of work for Full-Time Employees, not including meal periods, shall be seven (7) hours per day. The normal meal period shall be one half (0.5) hour. The normal work week shall be five (5) working days. Modification of the meal period may be mutually agreed to by an Employee and the Supervising Manager. Such agreement shall not be unreasonably withheld.
- (b) Normal hours of work for Part-Time Employees and Temporary Employees will be in accordance with work schedules established at the time of appointment and employees will be provided with reasonable notice of changes to the schedule.
- 8.02 Employees shall not be required to work on Saturdays and Sundays unless for necessary and urgent work that cannot be done during the regular week (Monday to Friday inclusive).
- 8.03 Employees are entitled to and are encouraged to take a fifteen (15) minute break every four (4) working hours. Breaks may need to be coordinated so that essential services are delivered. In any one day, breaks can be combined with the half-hour meal break to create a forty-five (45) or sixty (60) minute lunch hour.
- 8.04 With agreement of the Supervising Manager, employees may take personal time during normal work hours (eg. teach or take a class) and make up the time before or after regular hours.

ARTICLE 9
OVERTIME AND RESPONSIBILITY PAY

- 9.01 All hours worked beyond the normal work day, normal work week or on a paid holiday shall be considered as overtime. The Supervising Manager, with the exception of emergency situations, must approve any overtime worked in advance.

9.02 Overtime rates shall apply for work as follows:

- (a) For all approved overtime hours beyond seven (7) hours per day, the Employee shall receive one and one-half (1.5) times regular salary or rate of pay.
- (b) For all approved overtime worked over thirty-five (35) hours per week, the Employee shall receive one and one half (1.5) times the regular salary or rate of pay, on the condition and understanding that overtime will be paid under Article 9.02 (a) or 9.02 (b), but not both, for the same hours worked.
- (c) All Employees required to work on designated holidays under Article 10 or on weekends will be paid double (2) time for hours worked.
- (d) Temporary Employees scheduled to work on previously agreed to time off shall receive one and one-half (1.5) times their regular salary or rate of pay.
- (e) All overtime hours worked may be banked and taken as time off with pay, at a time mutually agreed to between the Employee and the Employer. Failure to agree on when such time may be taken shall mean the banked overtime will be paid out at the end of six (6) months.

9.03 The Employer may request a Part-Time Employee to work additional hours at the regular rate of pay, provided that the Part-Time Employee agrees. The overtime rates shall apply for all work on Saturday and Sunday.

9.04 Overtime shall be divided equally among the Employees who are willing and qualified to perform the work that is available.

9.05 There shall be no extensive overtime worked while there are Employees on layoff able to perform the available work.

9.06 Responsibility Pay

- (a) When an Employee temporarily substitutes in or performs the core duties of a higher paying position within the Bargaining Unit for a cumulative qualifying period of five (5) working days per fiscal year, the Employee shall receive the wage rate for the higher paying position.
- (b) When an Employee is assigned to a position paying a lower rate, his/her rate of pay shall not be reduced.

ARTICLE 10
HOLIDAYS

10.01 The Employer recognizes the following as paid holidays:

New Year's Day	Labour Day
Family Day	Thanksgiving Day
Good Friday	Remembrance Day
Heritage Day	Christmas Day
Victoria Day	Boxing Day
Canada Day	Easter Monday

and any other day proclaimed as a paid holiday by the Federal, Provincial or the Municipal governments. The GSA Office shall be closed during any day where the University of Alberta's buildings are officially closed. All scheduled Employees shall receive their regular wages on days which the GSA Office is closed, but are regularly scheduled work days.

10.02 The GSA follows the University holiday and winter closure schedule.

10.03 The Supervising Manager may close the GSA Office at other times, in which case all scheduled Employees shall receive their regular wages.

ARTICLE 11
VACATION

11.01 (a) The vacation year is based on an Employee's date of hire.

Vacation entitlement shall be taken within the year the vacation entitlement is earned, unless an exception is granted in advance by the Employer. Any vacation carry over shall be approved by the Supervising Manager.

(b) Each Full-Time continuing employee and Full-Time temporary employee greater than twelve (12) months shall earn annual paid vacation as follows:

Starting with his/her appointment – 1 ¼ work days per calendar month of service.	15 work days per 12 months
Upon completing 60 calendar months of service (5 years) – 1 2/3 work days per calendar month of service.	20 work days per 12 months
Upon completion of 192 calendar months of service (15 years) –	25 work

2 1/12 work days per calendar month of service.	days per 12 months
Upon completion of 276 calendar months of service (23 years) – 2 ½ work days per calendar month of service.	30 work days per 12 months

- 11.02 If a paid holiday falls or is observed during an Employee’s vacation period, she/he shall not have that day deducted from vacation.
- 11.03 Vacation pay shall be at the Employee’s regular rate of pay effective immediately prior to the vacation period.
- 11.04 An Employee terminating his/her employment at any time shall be paid out the remaining earned vacation.
- 11.05 (a) Vacation time must be requested in writing by the Employee and approved in writing by the Supervising Manager, both providing as much advance notice as possible.

(b) When a conflict exists between Employees wishing to take vacation, the Supervising Manager shall be required to grant vacation on the basis of seniority provided there has been reasonable notice to the Supervising Manager.
- 11.06 An Employee shall be entitled to receive his/her vacation in an unbroken period unless otherwise mutually agreed upon between the Employee and the Supervising Manager.
- 11.07 Where an Employee qualifies for any approved leave under Article 12 or 14.06 during his/her period of vacation, there shall be no deduction from vacation credits for such an absence. The period of vacation so displaced shall either be added to the vacation period or reinstated for use at a later date by mutual agreement, subject to Article 11.01.
- 11.08 Where an Employee submits a medical certificate that he/she has been seriously ill (i.e. an injury or illness requiring emergency treatment) or hospitalized during his/her scheduled vacation period, then the Supervising Manager agrees to reinstate the vacation period lost due to such sick leave, subject to Article 11.01.
- 11.09 Articles 11.01 through 11.08 are not applicable to Temporary Employees appointed for less than twelve months and Casual Employees, who shall receive vacation pay at the rate of four (4) percent up to the end of five years and six (6) percent commencing in the sixth year of employment.
- 11.10 Part-time continuing employees shall earn vacation in accordance with Article 11.01 pro-rated to their full-time equivalency.

11.11 An Employee on approved unpaid leave will cease to accrue vacation entitlement.

ARTICLE 12
SICK LEAVE

12.01 (a) Sick leave is defined as the period of time an Employee is absent from work by reason of being sick or disabled in accordance with the terms of this Article.

(b) An Employee on sick leave shall be entitled to receive sick pay from the Employer in accordance with the terms of this Article.

12.02 (a) Full-Time Employees and Temporary Employees with Service greater than twelve (12) months shall earn sick leave credits at the rate of one (1) day per month of employment.

(b) Part-Time Employees and Temporary Employees with less than twelve (12) months of Service shall earn sick credits at the rate of one half (0.5) day per month of employment.

(c) The unused portion of an Employee's sick leave credit shall accrue to a maximum of thirty (30) days.

(d) This Article shall not apply to Casual Employees.

12.03 Sick leave shall not accrue during:

(a) any period of sick leave in excess of thirty (30) calendar days;

(b) a layoff; or

(c) a leave of absence without pay which exceeds thirty (30) calendar days.

12.04 Medical and dental and other critical appointments will be pre-arranged with the Supervising Manager.

12.05 An Employee may, when notifying the Supervising Manager that he/she is sick or providing an update, be required by the Supervising Manager to provide a medical certificate to validate any claim for sick leave.

12.06 An Employee who is on sick leave but who may be capable of returning to their position in the foreseeable future shall have their position held.

12.07 In order to facilitate an Employee's return to work, the Employee will provide medical documentation which includes the following:

- (a) that the Employee is fit to return to work
- (b) the limitations and medical restrictions to be accommodated in order for the Employee to attend work and perform meaningful work,
- (c) the expected duration of each limitation or restriction, and
- (d) the date the Employee will be reassessed (if applicable).

The costs of this documentation will be reimbursed by the Employer.

12.08 (a) If an Employee has been incapacitated at his/her work by injury or compensable occupational disease, or temporary disability and is unable to perform his/her regular duties, every effort will be made by the Employer to accommodate the Employee in other work which he/she can do, without regard to the other seniority provisions of this Agreement, except that such the Employee may not displace any other Employee already in that position. The Union agrees to waive the posting provisions of this Agreement in these cases.

(b) If accommodation is not possible, then the Employee will be placed on a Leave Without Pay.

(c) Termination pay will be paid out as addressed in Article 18. Termination pay will be paid for the period of service prior to the commencement of unpaid sick leave.

ARTICLE 13 **BENEFITS**

13.01 (a) The Employer shall pay one hundred percent (100%) of the cost of the GSA Health and Dental Plan for all Full-Time continuing, Part-Time continuing, and Temporary employees greater than twelve (12) months, beginning the first full calendar month of their employment.

(b) The Employer shall pay one hundred percent (100%) of the cost of the Graduate Student Assistance Program (GSAP) for Full-Time continuing, Part-Time continuing, and Temporary employees greater than twelve (12) months, beginning the first full calendar month of their employment.

- 13.02 An Employee who is on maternity or other approved leave has the option of continuing their present coverage under the GSA Health and Dental Plan and/or GSAP during the leave, provided the Employee pays one hundred percent (100%) of the premium.
- 13.03 This Article does not apply to Temporary Employees hired for less than twelve (12) months or to Casual Employees.
- 13.04 The Employer may alter or amend the terms of the GSA Health and Dental Plan and/or GSAP at its sole discretion from time to time, on the condition and understanding that Employees shall be eligible to receive substantially the same benefits in the aggregate from any amended or replacement plan.
- 13.05 The Employer may offer other additional benefits.

ARTICLE 14
UNION AND OTHER TYPES OF LEAVE

14.01 Union Leave

Employees shall be allowed time off with pay to attend Union meetings on the Employer's premises for a maximum of one (1) meeting a month for one and a half (1.5) hours unless otherwise agreed. The Union shall provide the Employer with one (1) week's notice of any time required under this Article, with the exception of special meetings called to deal with negotiations for which the Union will provide as much notice as possible.

- 14.02 Leave of absence without pay and without loss of seniority shall be granted, upon written request to the Supervising Manager, to Employees elected or appointed to represent the Union at Union conventions. Leave of absence without pay shall be granted to Employees to attend Executive and Committee meetings of the Union. Requests shall be made two (2) weeks in advance. This leave will not exceed one (1) week unless otherwise agreed by the Employer.

- 14.03 (a) An Employee who is elected or selected for a Full-Time position with the Union, or anybody with which the Union is affiliated, may be granted leave of absence without loss of seniority and without pay for a period up to one (1) year. Such request shall not be unreasonably denied. Such leave may be renewed each year thereafter on request during his/her term of office, as mutually agreed between the Employer, the Employee and the Union.

(b) The leaves of absence addressed in Articles 14.01, 14.02, and 14.03 shall be limited to a maximum of one (1) Employee unless otherwise agreed by the Employer.

14.04 Election Day Leave

Employees shall be allowed three (3) consecutive hours off before the closing of polls in any Federal, Provincial, or Municipal election or referendum without deduction from pay.

14.05 Jury Duty Leave

The Employer shall grant a leave of absence without loss of seniority to any Employee who serves as a juror or witness in any Court proceeding. The Employer shall pay the Employee the difference between his/her normal earnings and the payment he/she receives for jury service or as a witness, excluding payment for travel, meals and other expenses. The Employee must present proof of service and the amount of pay received.

14.06 Bereavement Leave

(a) An Employee shall be granted a maximum of four (4) regularly scheduled consecutive work days leave without loss of salary or wages in the case of the death of a spouse, family member, former guardian, fiancé, or any other close personal acquaintance of the Employee as determined by the Employer acting reasonably. Where the death takes place outside the province, or extraordinary circumstances exist, such leave shall include reasonable additional time as agreed between the Employer and Employee.

(b) This clause does not apply to Casual Employees.

14.07 Maternity, Adoption, and/or Parental Leave

Employees are entitled to maternity or adoption leave of up to sixteen (16) weeks and/or parental leave of up to sixty-two (62) weeks. During maternity, adoption, and/or parental leave, the following salary and benefit provisions will apply:

(a) The Employer will top up the Employment Insurance Benefit of the Employee to the Employee's normal basic earnings for a period which shall not exceed four (4) months;

(b) Any period of maternity, adoption, and/or parental leave beyond the above four (4) months shall be without pay;

(c) To the extent medically possible in the circumstances, the Employee must give the Employer at least six (6) weeks written notice of the date he/she shall commence his/her maternity and/or parental leave, and if so requested by the Employer, the Employee must provide the Employer with a medical and/or adoption certificate.

- (d) The Employee must give the Employer at least one (1) month's notice of requiring adoption leave.
- (e) The Employee will advise the Employer at least six (6) weeks prior to their anticipated return date which shall not exceed eighteen (18) months from any maternity, adoption, and/or parental leave.
- (f) The 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.
- (g) Parental leave may be taken by either parent of a child except where both parents are employed by the Employer, in which case, only one (1) Employee shall be eligible to receive parental leave at a time.
- (h) Maternity leave is only available to Employees who are birth mothers.
- (i) In order to be eligible to receive maternity leave, an Employee must have worked ninety (90) days for the Employer prior to commencing leave.

14.08 Compassionate Leave

Compassionate Leave is an approved leave of absence designed to assist an Employee in coping with domestic contingencies or unforeseen emergencies including, but not limited to, the day of a court appearance for personal separation proceedings, divorce proceedings or the serious illness of an Employee's immediate family. Compassionate Leave may be granted by the Employer upon request for a maximum of five (5) working days per year. Compassionate Leave may be extended beyond the five (5) working days maximum at the Employer's discretion. Requests for Compassionate Leave shall not be unreasonably withheld. When denied, the reason shall be given in writing. Compassionate Leave is not cumulative and may be with or without pay, at the Employer's discretion.

14.09 Domestic Violence Leave

An Employee shall be granted leave with pay for up to five (5) days per year to address a situation of domestic violence. This leave may be broken up into more and one (1) period. A further five (5) days of leave may be granted.

14.10 Other Approved Leaves of Absence

The Employer may, at its discretion, grant a leave of absence without pay and without loss of seniority to a maximum of six (6) months to any Employee requesting such leave

for good and sufficient cause, such request is to be in writing. A further extension of six (6) months may also be granted by the Employer at its discretion.

- a) **Compassionate Care Leave:** An Employee shall be granted a leave of absence without pay of up to twenty-seven (27) weeks. This leave may be broken up into more than one (1) period. This is in addition to the leave provided in Article 14.08.
- b) **Personal and Family Responsibility Leave:** An Employee shall be granted a leave of absence without pay up to five (5) days per year for the short-term care of an immediate family member. This includes attending to personal emergencies and caregiving responsibilities related to the education of a child. This is in addition to the leave provided in Article 14.08.
- c) **Critical Illness of an Adult Family Member:** An Employee shall be granted a leave of absence without pay up to sixteen (16) weeks to care for an ill or injured adult family member. This is in addition to the leave provided in Article 14.08.
- d) **Critical Illness of a Child:** An Employee shall be granted a leave of absence without pay up to sixteen (16) weeks to care for an ill or injured child. This is in addition to the leave provided in Article 14.08.
- e) **Death or Disappearance of a Child:** An Employee shall be granted a leave of absence without pay for up to fifty-two (52) weeks if their child disappeared as a result of crime, or up to one hundred and four (104) weeks if their child died as a result of a crime. This is in addition to the leave provided in Article 14.06.s

ARTICLE 15
PAYMENT OF WAGES

- 15.01 The hourly wage rate for Employee positions shall be in accordance with Appendix B.
- 15.02 The principle of equal pay for relatively equal work shall apply regardless of gender.
- 15.03 The hourly wage rate for each Employee classification (Appendix B) shall be increased annually on the anniversary date of this Agreement by the Alberta Consumer Price Index (CPI).

ARTICLE 16
PERFORMANCE REVIEWS

- 16.01 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 Supervising Manager focused on:

- (a) the direction and goals of the Employer and the employee's contributions in the coming year;
- (b) clear, reasonable expectations for performance and accountability;
- (c) how performance will be evaluated;
- (d) learning and development needs;
- (e) recognition of employee contributions; and
- (f) guidance and support to enhance employee performance.

16.02 Performance Reviews

The Supervising Manager and employee will complete and each sign a written summary of the discussions outlined in Article 16.01 and an evaluation of the employee's performance:

- (a) before the completion of his/her probation or trial period, as specified in Article 23; and
- (b) on completion of twelve (12) months and each subsequent twelve (12) months worked in his/her position.

16.03 Rebuttal

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

ARTICLE 17 **DISCIPLINE, SUSPENSION AND DISCHARGE**

17.01 The Employer and the Union recognize the principle of progressive discipline, a process graduating in severity to correct employee misconduct or performance, except where the Employer believes that particular circumstances warrant moving to more serious action, up to and including termination.

17.02 Where warranted, prior to disciplinary action, non-disciplinary coaching or Letters of Expectations may be provided to an employee. The purpose of these actions is to ensure the employee has a clear understanding of the Employer's expectations for their conduct of performance.

- 17.03 Unless the Employer believes that particular circumstances warrant moving to more serious action, up to and including termination, the following sequential forms of discipline shall be available when discipline of an employee is warranted:
- Written warning;
 - Suspension without pay (one (1) or more occurrences of increasing severity);
 - Termination.
- 17.04 Except in the case of the dismissal of a probationary employee, no employee shall be disciplined or dismissed without just cause.
- 17.05 Notice of disciplinary action shall be given within fifteen (15) working days of the date the Supervising Manager becomes aware of the alleged incident that prompted the action. Time limits may be extended by written mutual agreement between the Employer and the Union.
- 17.06 The Employee may reply to any written letter or complaint by the Employer within five (5) working days of receiving such letter or complaint. The Employee's reply to such complaint, accusation or expression of dissatisfaction shall become part of his/her personnel record.
- 17.07 By written request and with reasonable notice, an Employee will be entitled to examine the contents of his/her personnel record during regular hours of work.
- 17.08 The Employee shall have the right to make copies of any material contained in his/her personnel record, in the presence of their Supervising Manager. At no time shall the Employee's personnel record or the original contents leave the security of the Employer's offices.
- 17.09 By Employee-written request, adverse reports and disciplinary actions more than two (2) years old will be cleared from the Employee's personnel record if no further adverse reports or disciplinary actions have been submitted in the meantime.
- 17.10 The Employee shall be given the reason for his/her discharge in the presence of an officer of the Union. A meeting will be arranged at the earliest possible time. The Employee and the Union shall be advised promptly in writing by the Employer of the reason for any discharge or suspension. The Union has the right to investigate and/or grieve the decision as set forth in Article 19.
- 17.11 An Employee considered by the Union to be wrongfully or unjustly discharged or suspended shall be entitled to a hearing under Article 19. Step 1 of the Grievance Procedure may be omitted in such cases.
- 17.12 Upon completion of the grievance procedure set out in Article 19, if an Employee has been unjustly suspended or discharged, such Employee shall be immediately reinstated

in his/her former position, without loss of seniority, and shall be compensated for all time lost in an amount equal to his/her normal earnings during the pay period immediately following such discharge or suspension, or by any other arrangement which is just and equitable in the opinion of the parties, or in the opinion of an Arbitration Board if the matter is referred to such a Board.

ARTICLE 18
TERMINATION AND RESIGNATION

18.01 (a) If the Employer terminates an Employee under Article 12 or Article 25, the Employer will provide notice or payment in lieu of notice on the following basis:

- (i) one (1) week, if the Employee has been employed for more than three (3) months but less than six (6) months,
- (ii) two (2) weeks, if the Employee has been employed for more than six (6) months but less than two (2) years,
- (iii) three (3) weeks, if the Employee has been employed for two (2) years or more but less than four (4) years,
- (iv) five (5) weeks, if the Employee has been employed for four (4) years or more but less than six (6) years,
- (v) six (6) weeks, if the Employee has been employed for six (6) years or more but less than eight (8) years,
- (vi) seven (7) weeks, if the Employee has been employed for eight (8) years or more but less than ten (10) years,
- (vii) nine (9) weeks, if the Employee has been employed for ten (10) years or more.

(b) Part-Time Employees shall receive notice of termination of employment in accordance with the provisions of the Alberta Employment Standards Code.

Resignation Notice

18.02 All Employees are encouraged to provide a month's notice in writing to the Supervising Manager of their intent to resign from their employment. If unable to meet this request, an Employee with over two (2) years of employment will provide at least two (2) weeks' of written notice. An Employee with less than two (2) years of employment but greater than three (3) months will provide at least one (1) week of notice.

18.03 This Article does not apply to Probationary Employees, Temporary Employees hired for less than twelve (12) months or to Casual Employees.

ARTICLE 19
GRIEVANCE PROCEDURE

19.01 Any claims by an Employee or the Union pertaining to a violation of this Agreement may be the subject of a grievance which shall be processed in accordance with this Grievance Procedure.

19.02 A grievance under this Article shall be defined as any difference or dispute between the Employer and any Employee(s) or the Union regarding the interpretation, application or enforcement of this Agreement.

19.03 An earnest effort shall be made to settle any grievance fairly and promptly in the following manner:

(a) At all levels of the Grievance Procedure:

(i) a sincere attempt will be made by both parties to resolve problems in the workplace;

and

(ii) a meeting may be arranged to discuss the problem and exchange information.

(b) An Employee will have the right at any time to have the assistance of a Union representative.

Step 1: Informal

An Employee who believes there is a problem arising out of the interpretation, application or alleged violation of this Collective Agreement will first discuss the matter with the Employee's Supervising Manager within five (5) working days of when the Employee first became aware of, or reasonably should have become aware of, the occurrence. The Employee will have the right to be accompanied by a Union Officer while discussing the matter with the Employee's Supervising Manager. The Supervising Manager will advise the Employee of the Employer's decision within ten (10) working days of the date the matter was first discussed.

Step 2: Formal Written

(a) Failing settlement under Step 1, within ten (10) working days of receiving the decision of the Supervising Manager, the Union will submit the matter to the GSA

President (or designate in the case of a real or perceived conflict of interest), along with a written statement of the particulars of the complaint and the redress sought. The President or designate shall select a person to represent the GSA in this process. This named GSA representative and the NASA Labour Relations Officer shall agree on a subject matter expert. The GSA representative and the agreed upon expert shall form the Grievance Panel which shall conduct a hearing within twenty (20) working days of the Employer receiving the written grievance. The Union, Employee and the Supervising Manager shall have the right to present their case to the Grievance Panel. The Panel shall render their decision within ten (10) working days after the conclusion of the hearing.

(b) Any person with a real or perceived conflict of interest shall not participate in the hearing.

Step 3

Failing settlement being reached in Step 2, within twenty (20) working days of receiving the Grievance Panel's decision, the Union may, on giving five (5) working days' notice in writing to the Employer of its intention, refer the dispute to arbitration.

- 19.04 Replies to grievances shall be in writing at all stages.
- 19.05 The Employer shall supply the necessary facilities for the grievance meetings.
- 19.06 Supplementary agreements, if any, shall form part of this Agreement and are subject to the grievance and arbitration procedure.
- 19.07 Unless both parties have mutually agreed, in writing, to extend the time limit, should the Employer fail to comply with any time limit in the Grievance Procedure, the Union may proceed to Arbitration, or if the Union fails to comply with any time limit in the Grievance Procedure, the grievance will be deemed to be ended.

Arbitration

- 19.08 When either party requests that a grievance be submitted to arbitration, the request shall be sent to the other party to this Agreement, indicating the name of its appointee on the Arbitration Board. Within ten (10) working days of receipt of the letter, the other party shall reply in writing indicating the name and address of its appointee to the Arbitration Board. The two (2) arbitrators shall then select an impartial Chairperson.
- 19.09 If the recipient of the notice fails to appoint an arbitrator, or if the two (2) appointees fail to agree upon a Chairperson within seven (7) working days of appointment, the appointment shall be made by the Alberta Minister of Labour, upon the request of either party.

- 19.10 The Arbitration Board shall determine its own procedure and shall follow the principles of natural justice and fair process. The Arbitration Board shall hear the case and render a decision within twenty (20) working days from the time the Chairperson is appointed.
- 19.11 The decision of the majority shall be the decision of the Arbitration Board. Where there is no majority decision, the decision of the Chairperson shall be the decision of the Board. The decision of the Arbitration Board shall be final and binding and enforceable on all parties, but in no event shall the Arbitration Board have the power to change this Agreement or to alter, modify or amend any of its provisions. However, the Board shall have the power to dispose of any grievance arising from a discharge or disciplinary action in any manner it deems just and equitable.
- 19.12 Should the parties disagree as to the meaning of a decision of the Arbitration Board, either party may apply to the Chairperson of the Arbitration Board to re-convene the Board to clarify the decision, which it shall do within seven (7) working days. The Employer and the Union will agree on a list of approved Chairpersons, to be determined when necessary.
- 19.13 Each party shall pay:
- (a) the fees and expenses of the Arbitrator it appoints; and
 - (b) one half (0.5) of the fees and expenses of the Chairperson.
- 19.14 The time limits fixed in both the grievance and arbitration procedure may be extended by consent of the parties to this Agreement.
- 19.15 At any stage of the grievance or arbitration procedure, the parties may have the assistance of any Employee(s) who have or are likely to have evidence concerning the matter in dispute as witness(es). As well, all reasonable arrangements will be made to permit the parties or the Arbitrator(s), and any witnesses, to have access to the Employer's premises to view any working condition which may be relevant to the settlement or determination of the grievance. Employees who appear as witnesses shall not suffer loss of wages.

ARTICLE 20
POSTINGS

- 20.01 (a) Vacancies and new staff positions, including promotions, shall be posted internally for three (3) working days. Internal candidates must be given consideration.

- (b) Employees shall provide their Supervising Manager with a contact e-mail and physical address, either of which can be used by the Employer, to contact the members of the Union who are on vacation, leave of absence or layoff regarding their availability for any new or vacant position. Employees shall have two (2) working days to apply for any posted position.

20.02 Selection of applicants for new or vacant positions falling within the Bargaining Unit shall be made by the Employer at its sole discretion.

ARTICLE 21 **SERVICE**

21.01

- (a) Service for Full-Time Employees shall be earned on a basis of months employed.
- (b) Service for Part-Time Continuing Employees shall only apply in relation to other Part-Time Employees based on regular accumulated hours worked for the Employer.
- (c) Temporary Employees and Casual Employees shall not accumulate Service.
- (d) An Employee who is on an approved leave of absence for a period which exceeds four (4) consecutive months shall have their Service frozen until such time as they return to work or are terminated from their employment.

21.02 An Employee shall only lose his/her Service in the event:

- (a) he/she is discharged for just cause and not reinstated;
- (b) he/she resigns from employment;
- (c) he/she is absent from work for more than two (2) working days without sufficient cause or without notifying the Employer, unless such notice was not reasonably possible; or
- (d) he/she fails to return to work within ten (10) working days after receipt of a notice of recall from layoff.
- (e) the term of the employment ends.

ARTICLE 22
JOB DESCRIPTIONS

- 22.01 (a) The Employer agrees to develop job descriptions for all positions for which the Union is the bargaining agent.
- 22.02 An Employee may obtain a copy of their individual job description upon request to the Supervising Manager.

ARTICLE 23
PROBATION AND TRIAL PERIODS

- 23.01 All newly hired Employees shall be considered to be on probation for a period of not more than six (6) months from the date of hiring. The probation period may be extended by for up to three (3) additional months, for reasons outlined in writing to the Employee and copied to the Union.
- 23.02 (a) An Employee shall be evaluated mid-way through and just prior to the end of their probation period.
- (b) An Employee will be advised of any evaluation meeting at least three (3) working days prior to the meeting taking place.
- 23.03 During the probation period, the Employee's suitability for continuing employment and/or promotion shall be assessed on such criteria as the Employer may decide including, without being limited to, his/her
- (a) conduct;
- (b) quality of work;
- (c) ability to work with others; and
- (d) ability to meet clearly defined expectations set by the Employer.
- 23.04 During the probation period, an Employee shall be entitled to all rights and privileges of this Agreement except with respect to termination. The employment of an Employee may be terminated at any time during the probation period without recourse to the Grievance Procedure by the Employer provided that the provisions of Article 23.06 are followed. After completion of the probation period, seniority shall be effective from the last date of hire.
- 23.05 For existing employees who are promoted or transferred to another position:
- (a) The successful applicant shall be placed in a new position for a trial period of up to three (3) months. Upon satisfactory completion of the trial period, the

appointment shall become continuing. The determination of whether a trial period has been satisfactorily completed shall be carried out in accordance with Article 23.03.

- (b) In the event that the Employer determines the successful applicant is unsatisfactory for the position during the trial period, or if the Employee finds himself/herself unable to perform the duties of the new job position, he/she shall be returned to his/her former position and to his/her previous salary without loss of seniority. Dismissal of an Employee displaced as a result of this clause shall not be subject to the Grievance Procedure under Article 19.

If a Part-Time Employee proves unsatisfactory in a second or subsequent position, the loss of that position will not affect the Employee's status in other positions unless the loss of the position was due to one or more serious infractions as addressed in Article 17.

- 23.06 If an Employee's probation or trial period is interrupted by a lengthy approved leave of absence, the probation or trial period will recommence upon the Employee's return to work on a full-time basis.

ARTICLE 24
PROMOTION AND SIGNIFICANT STAFF CHANGES

- 24.01 Existing positions shall not be eliminated without prior agreement of the Union.
- 24.02 Both parties recognize:
 - (a) the principle of promotion within the Employer's workforce;
 - (b) that job opportunities should increase in proportion to an Employee's length of service; and
 - (c) in making significant staff changes, transfers or promotions within the Bargaining Unit, hiring decisions shall be made based on the applicant's qualifications, suitability and aptitude for the position.
- 24.03 In cases of promotion requiring higher qualifications or certification, the Employer shall give consideration to the senior Employee who does not possess the required qualifications, but is in the process of obtaining such qualification prior to filling of the vacancy. Subject to the Employer's discretion, such Employee will, wherever reasonably possible, be given the opportunity to qualify within a reasonable length of time (in most cases three (3) months).

- 24.04 An Employee may only be transferred to a position outside of the Bargaining Unit with his/her consent. Subject to Article 23.05 (b) if the Employee returns to a Bargaining Unit position, such return shall not result in the layoff or bumping of any other Employee.
- 24.05 Where the Employer wishes to transfer an Employee with the required qualifications, during slack periods, to a position within the Bargaining Unit, this will not result in the layoff or bumping of any other Employee. This shall be done for a period of not longer than three (3) months. Any transfer for longer than three (3) months shall require the consent of the Union.
- 24.06 The Employer will maintain a system of “on the job” cross-training so that every Employee will have the opportunity to receive training and qualifications for promotion, in the event of a vacancy arising, to the position next senior to his/her own.
- 24.07 Subject to Article 24.06, when an Employee is promoted or transferred to a position carrying a higher rate of pay, the Employee shall be placed in that higher pay rate.
- 24.08 (a) Employees transferred to a classification carrying a lower rate of pay shall continue to receive all pay entitlements of their former classification as well as any negotiated increases that may apply, for a period of one (1) year from the date the Employee assumes the new classification.
- (b) Once the year addressed in Article 24.08 (a) has expired, the Employee’s wage rate will be frozen until such time as the wage rate of the lower classification equals that of the affected Employee’s wage rate.
- 24.09 Temporary Employees or Casual Employees shall not be used on an ongoing basis to avoid filling an existing full-time vacancy in the Bargaining Unit, nor shall they be used to avoid the filling of a newly created full-time position in the Bargaining Unit, unless mutually agreed to by the Employer and the Union.

ARTICLE 25
LAYOFFS AND RECALLS

- 25.01 The parties recognize that circumstances may arise where there is an inability to pay or the Employer chooses to discontinue work. The parties also recognize that job security should increase in proportion to an Employee’s length of service. Therefore, in the event of a layoff, Employees shall be laid off in the reverse order of their seniority provided that no Employee is to be displaced by a person with more seniority unless the latter possesses the occupational qualifications of the job filled by the Employee with less seniority. Employees who are laid off shall be recalled in order of their seniority provided an Employee has the required minimum qualifications as outlined in the job

description. Where reasonably possible and subject to mutual agreement, the Employee will be given a reasonable amount of time (in most cases ninety (90) calendar days) to obtain the required qualifications.

- 25.02 (a) The Employer shall advise and discuss changes to the Employer's operations which may result in the layoff of Employee(s) thoroughly with the Union, within a period of six (6) months but not less than three (3) months prior to such change. Wherever reasonably possible, layoffs shall be avoided by retraining, relocation or reassignment of the Employees affected.
- (b) The posting requirements of this Agreement shall not apply where Employee(s) is/are retrained, reassigned and/or relocated under the terms of this Article. If an Employee refuses to be retrained, reassigned and/or relocated, he/she may be subject to layoff, as provided in Article 25.01.
- (c) Employee(s) being retrained and/or reassigned shall be subject to a trial period, up to a cumulative total of six (6) months, as determined and mutually agreed to by the Employer and the Union. If an Employee fails to successfully complete the trial period, he/she may be subject to layoff or termination.
- (d) Part-Time Employees shall be laid off before Full-Time Employees. Full-Time Employees will be recalled prior to Part-Time Employees.
- (e) Part-Time Employees, while on layoff, shall be given preference for employment over Temporary Employees or Casual Employees, provided such Part-Time Employees are qualified for the position.
- 25.03 (a) No new Employees shall be hired until those Employees previously laid off have been given an opportunity for re-employment, in writing, with a copy to the Union.
- (b) When work becomes available, the Employer agrees to re-engage those Employees whose ability to perform the work in question is relatively equal in order of seniority. Notice of recall shall be sent to the Employee in writing. It shall be the responsibility of each Employee to keep the Employer informed of his/her current address, phone number and/or email address.
- (c) An Employee shall advise the Employer of his/her intention to return to work within five (5) consecutive working days of receiving a notice of recall. An Employee who accepts a recall must report to work within five (5) consecutive working days.
- (d) Failure to respond to a notice of recall shall be considered as a resignation from employment by the Employee.

- 25.04 (a) If an Employee who has completed their required probation period is to be laid off, the Employer shall give notice of such layoff as follows:
- 1) two (2) weeks, if the Employee has been employed for more than six (6) months but less than (2) years,
 - 2) three (3) weeks, if the Employee has been employed for two (2) years or more but less than four (4) years,
 - 3) five (5) weeks, if the Employee has been employed for four (4) years or more but less than six (6) years,
 - 4) six (6) weeks, if the Employee has been employed for six (6) years or more but less than eight (8) years,
 - 5) seven (7) weeks, if the Employee has been employed for eight (8) years or more but less than ten (10) years,
 - 6) nine (9) weeks, if the Employee has been employed for ten (10) years or more.
- (b) The Employee shall be paid in lieu of notice for that part of the notice period during which work is not available. An Employee who is on required layoff for a period of six (6) months will be declared redundant. When the Employee is declared redundant, Article 25.04 (a) will apply.
- 25.05 (a) The Employer agrees to pay the premiums as addressed in Article 13 for Employees laid off for periods of six (6) months or less. In the event of a longer layoff, Employees so affected will be given the right to continue this coverage through direct payments, if agreed to by the appropriate insurance carrier.
- (b) This clause does not apply to Casual Employees.
- 25.06 Grievances concerning layoffs shall be initiated at Step 2 of the Grievance Procedure.

ARTICLE 26
PROFESSIONAL DEVELOPMENT

- 26.01 The Employer and the Union are committed to learning and development for employees. As part of this commitment, the Employer agrees to provide an Employee Development Fund in the amount of \$1,500 per Full-time Continuing Employee per year.

If an Employee is required to learn a new skill for their current role or an Employer-anticipated new role, the Employer will provide training.

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

- (a) access learning opportunities (courses, workshops or seminars) that will improve the employee's performance in his/her current position or develop future job related skills,
- (b) access courses that enhance employee wellness (e.g. physical education, stress management), or
- (c) Acquire equipment (e.g. computer or laptop) that will facilitate his/her learning in an on-line or distance environment.

26.03 The parties encourage discussion between the employee and the Supervising Manager to identify learning and development plans and potential learning opportunities where the Fund may apply as part of the on-going performance management process. However, the cost of job-specific training required by the Employer or legislation cannot be charged to the Fund.

- 26.04
- (a) A Full-time Continuing Employee, who has completed his/her probation period, will be entitled to a maximum of \$1,500 per fiscal year to fund learning opportunities which meet the criteria outlined in Article 26.02.
 - (b) A Temporary Employee hired for greater than 6 consecutive months, who has completed his/her probation period, will be entitled to a maximum of \$1,050 per fiscal year to fund learning opportunities which meet the criteria outlined in Article 26.02.
 - (c) Funding will include reimbursement for registration and course fees, course materials, examination fees, equipment purchases, and, where applicable, reasonable out-of-town expenses for travel, meals and accommodation, but will not normally cover membership fees.

- 26.05
- (a) The Employer may pay course fees on behalf of the Employee directly to the institution concerned upon request.
 - (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.

26.06 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.

- 26.07 (a) No Employee will have access to the Fund once s/he has left the employ of the Employer.
- (b) When an approved learning opportunity has commenced prior to the effective date of an Employee's resignation or dismissal, the Employee will not be required to repay any portion of the approved reimbursement to the Employer.
- (c) When an approved learning opportunity is to commence on or after the effective date of an Employee's resignation or dismissal, the Employee will either cancel the training or fully repay to the Employer all monies already paid on his/her behalf. The Employee will be fully responsible for all costs associated with the cancellation.

ARTICLE 27
JOB SECURITY

In order to provide job security for members of the Union, the Employer agrees that work or services presently performed or hereafter assigned to the Bargaining Unit shall not be subcontracted, transferred, leased, assigned or conveyed, in whole or in part, to any other person, company or non-Union Employees without consent of the Union in cases where such action would result in a loss of positions within the Bargaining Unit.

ARTICLE 28
GENERAL WORKING CONDITIONS

- 28.01 Employees will not be asked or required to do personal services for an elected official or Supervising Manager of the GSA which are not connected with the operations of the Employer.
- 28.02 The Employer shall supply the necessary tools and equipment required by Employees in the performance of their duties.
- 28.03 Subject to the prerogative of the elected representatives of the GSA and the duties of those representatives, and of the Supervising Manager and their staff through the GSA Governance Documents and this Agreement, and subject to the management rights of the GSA as provided for in Article 2, no office policy affecting Employees shall be considered to be in effect in relation to Employees unless consultation has taken place with the Union and agreement received. Such agreement will not be unreasonably withheld.

28.04 The parties are committed to ensuring a safe, healthy work environment, including compliance with relevant health and safety legislation. Workplace health and safety is a joint responsibility dependent upon the active participation of the Employer and all Employees. Employees will not be required to work in areas or under conditions in which pollution or harmful conditions exist.

ARTICLE 29
PRESENT CONDITIONS AND BENEFITS

29.01 All rights, benefits, privileges and working conditions which Employees now enjoy, receive or possess as Employees of the Employer shall continue to be enjoyed and possessed insofar as they are consistent with this Agreement, but may be modified by mutual agreement between the Employer and the Union subject to the provisions of this Agreement.

29.02 All provisions of this Agreement are subject to applicable laws now or hereafter in effect. If any law now existing or hereafter enacted, or any proclamation or regulations related thereto, should invalidate any portion of this Agreement, or if there is an amalgamation, annexation, merger or other structural change of the Employer, the entire Agreement shall not be invalidated and the existing rights, privileges and obligations of the Employees and the Employer shall remain in existence to the fullest extent permitted by law.

ARTICLE 30
GENERAL

30.01 Wherever the singular is used in this Agreement, it shall be considered as if the plural had been used where the context so requires.


30.02 An Employee covered by this Agreement shall have the right to refuse to cross a legal picket line of the Non-Academic Staff Association of the University of Alberta established at the Employer's premises. Failure to cross such a picket line by the members of the Union shall not be considered a violation of this Agreement, nor shall it be grounds for disciplinary action.

ARTICLE 31
TERM OF AGREEMENT

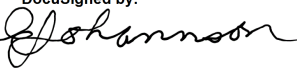
- 31.01 This Agreement shall be binding upon the parties and remain in effect from April 1, 2020 to March 31, 2025, and from year to year thereafter unless and until either party serves notice on the other party in writing not less than sixty (60) calendar days no more than one hundred and twenty (120) calendar days prior to the 31st of March in any year, that it desires the termination or amendment of this Agreement.
- a) Notice to the Employer will be sent to the attention of the Supervising Manager.
 - b) Notice to the Union will be sent to the attention of the assigned Labour Relations Officer for the GSA Bargaining Unit.
- 31.02 Subject to Article 31.01, within thirty (30) calendar days of receipt of notice to bargain by one party, the other party is required to enter into negotiations for the renewal of or revisions to this Agreement and both parties shall thereupon enter into such negotiations in good faith and make every reasonable effort to conclude a revised or new Agreement. At the first meeting of the parties, the parties shall exchange proposals or amendments concerning the Agreement.
- 31.03 Both parties shall adhere fully to the terms of this Agreement during the period of bona fide collective bargaining referred to in Article 31.02, until such time as a new Collective Agreement is reached or a strike or lockout occurs. If the negotiations extend beyond the anniversary date of the Agreement, any revisions and terms, mutually agreed upon shall, unless otherwise specified, apply retroactively to that date.
- 31.04 Should a new Agreement not be concluded within six (6) months of the termination date of this Agreement, the Employer agrees to pay interest at prevailing bank interest rates paid for monies on deposit on any retroactive pay settlement to each Employee.
- 31.05 Any changes to this Agreement deemed necessary by mutual agreement of the parties may be made at any time during the existence of this Agreement.

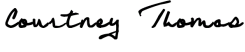
Signed on the 28th of April 2020 in Edmonton, Alberta

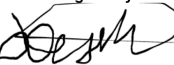
On behalf of
The Graduate Students' Association of the
University of Alberta

DocuSigned by:

8D8BE86D7FEE4C6...
GSA President
Fahed Elian

On behalf of
The Non-Academic Staff Association
of the University of Alberta

DocuSigned by:

0310A1B266B1404...
NASA President
Elizabeth Johansson

DocuSigned by:

A11C805B5B434D6...
GSA Executive Director
Courtney Thomas

DocuSigned by:

C8B952982304499...
NASA Labour Relations Officer
Joy Correia

APPENDIX A
Letter of Understanding
Recruitment Process for Executive Director

The GSA has hired an Executive Director (also referred to as Managing Supervisor) with the expressed purpose of establishing processes across all sectors of the GSA's operations in order to ensure it is a viable organization over time. The Employer has committed that the Executive Director have full managerial authority over staff without interference from the elected student representatives. To further recognize the importance of the working relationships between the Executive Director and the staff s/he supervises and to facilitate the development of that recognition from its onset, the staff will participate in the hiring of future Executive Directors. If recruitment will include candidates from outside of the organization, any eligible staff member (i.e. one hired on a continuing basis) will be able to put their name forward to the Employer to represent the interests of the GSA's Employees in the Bargaining Unit during the recruitment process by participating as a full member of the hiring committee. If it is anticipated that the hiring be from within the organization without a formal process, then the staff shall all be consulted.

APPENDIX B
Positions, Grades and Hourly Salary Grid

<u>Positions</u>	<u>Grade</u>
Communications Coordinator and Executive Assistant	8
Elections Coordinator	8
Outreach Coordinator	8
Research and Strategic Planning Coordinator	8

[Staff hired as Casual Employees or Temporary Employees shall be placed in one of the Grades/Steps, below]

APPENDIX B
Salary Grid 2020-2021 (with 2% CPI increase effective April 1, 2020)

Step	1	1.5	2	2.5	3	3.5	4	4.5	5	5.5	6	6.5	7	8	9
Grade															
6	\$26.43	\$26.91	\$27.39	\$27.94	\$28.47	\$28.92	\$29.47	\$30.03	\$30.60	\$31.17	\$31.73	\$32.33	\$32.90	\$34.20	\$35.39
7	\$28.75	\$29.33	\$29.87	\$30.40	\$30.98	\$31.61	\$32.19	\$32.84	\$33.45	\$34.09	\$34.73	\$35.38	\$36.07	\$37.42	\$38.83
8	\$31.12	\$31.69	\$32.33	\$32.95	\$33.58	\$34.23	\$34.87	\$35.58	\$36.26	\$37.00	\$37.69	\$38.42	\$39.19	\$40.72	\$42.26