

# **COLLECTIVE AGREEMENT**

**BETWEEN THE**

**ALBERTA PUBLIC INTEREST RESEARCH GROUP**

**AND THE**

**NON-ACADEMIC STAFF ASSOCIATION**

**FEBRUARY 10, 2020, TO OCTOBER 31, 2023**

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## Preamble

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The Alberta Public Interest Research Group (APIRG – the Employer) and the employees of APIRG share a common interest in achieving APIRG’s goal of facilitating research on issues in the public interest by providing resources, training, and support to interested students. 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 APIRG.

This Collective Agreement provides a foundation for achieving our common goals of

- building a positive working relationship, and
- creating a safe, healthy, effective, and innovative work environment.

Employees make a vital contribution to APIRG’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 of the APIRG community achieve their full potential, contribute to APIRG’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 recognize that this is a new relationship that requires developing. Further, we recognize that there is a learning curve associated with developing this new relationship and will keep this in mind when working on issues that may arise.

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

**ARTICLE 1**  
**DEFINITIONS**

In this Agreement:

- 1.01 **“Base Pay”** means the basic rate negotiated by the parties as outlined in Appendix A.
- 1.02 **“Demotion”** means a move from one position to another position with a lower maximum base pay.
- 1.03 **“Dismissal”** means the discharge of an employee from employment (i.e. their position).
- 1.04 **“Employee”** is a person appointed to a regular position or a person appointed on a casual or temporary basis.
- 1.05 **“Employer”** means the Board of Directors of the Alberta Public Interest Research Group (APIRG).
- 1.06 **“Fiscal year”** means the period from May 1 to April 30.
- 1.07 **“Lieu day”** means a day off with pay in place of a paid observance or a previously mutually agreed-to lieu day on which the employee is required to work.
- 1.08 **“NASA”** means the University of Alberta Non-Academic Staff Association.
- 1.09 **“Overtime”** means approved work required to be performed by an employee outside of their regular hours of work.
- 1.10 The **“parties”** are the Employer and NASA.
- 1.11 A **“position”** means a position that has been established by the Employer, based on an ongoing need, and is expected to continue without a definite end date.
- 1.12 **“Seniority”** means length of service in the bargaining unit.
- 1.13 **“Service”** means cumulative employment of an employee.
- 1.14 **“Spouse”** means partner, common-law partner, or declared partner, including same-sex partner.
- 1.15 **“Staff Liaison”** refers to the person designated by the Employer to act as its designated representative on a regular basis.
- 1.16 **“Straight time”** means the hourly rate.
- 1.17 **“Time and one-half”** means 1½ times the hourly rate.
- 1.18 **“Transfer”** means a move from one position to another position with the same maximum base pay.
- 1.19 **“Union”** means NASA.

## ARTICLE 2

### EMPLOYEE TYPES AND APPLICATION

**2.01** This Agreement will apply to all employees as stated in this Article.

#### **2.02 Employee Types**

- (a) **“Regular employee”** means a person who is hired on a full-time or part-time basis into a position, either on a continuing basis or for recurring specified periods of more than six months each year, that is expected to continue for an indefinite term to perform work of an on-going nature. Full-time means the regular weekly hours of work number 35. Part-time means the regular weekly hours of work number fewer than 35.
- (b) **“Replacement employee”** means a person who is hired on a full-time or part-time basis to replace a regular employee who is on an approved leave of absence for a defined term of at least six months and not longer than 24 months.
- (c) **“Temporary employee”** means a person who is hired on a full-time or part-time for a defined term of 12 months or less to perform work that is not of an on-going nature. Full-time means the regular weekly hours of work number 35. Part-time means the regular weekly hours of work number fewer than 35.
- (d) **“Casual employee”** means a person who is hired to work on an irregular basis.

#### **2.03 Application for Regular Employees**

This Article will apply to regular employees as follows:

- (a) **Full-time Regular Employees**

For full-time employees all the provisions of this Agreement will apply.

- (b) **Part-time Regular Employees**

For part-time employees all the provisions of this Agreement will apply except where specifically excluded or modified.

#### **2.04 Application for Replacement Employees**

Replacement employees will be entitled to the same provisions of this Agreement as regular full-time or regular part-time employees except that Article 20 (Layoff and Recall) does not apply.

#### **2.05 Application for Temporary Employees**

This Article will apply to temporary employees as follows:

- (a) This Agreement will apply to temporary employees hired, or who work, for less than 6 months except where specifically excluded or modified. The following articles do not apply:

Article 20 – Layoff and Recall  
Article 23 – Benefits  
Article 24 – RRSP In Lieu of Pension  
Article 25 – Human Resource Development Fund

- (b) This Agreement will apply to temporary employees hired, or who work, for 6 months or greater except where specifically excluded or modified. The following articles do not apply:

Article 20 – Layoff and Recall  
Article 24 – RRSP In Lieu of Pension

## **2.06 Application for Casual Employees**

This Agreement will apply to casual employees except where specifically excluded or modified. The following articles do not apply:

Article 20 – Layoff and Recall  
Article 23 – Benefits  
Article 24 – RRSP In Lieu of Pension  
Article 25 – Human Resources Development Fund

## **ARTICLE 3**

### **UNION RECOGNITION**

- 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 #163-2003* as “*All Employees of the Alberta Public Interest Research Group.*”
- 3.02** No employee will be required or permitted to enter into any written or verbal agreement with the Employer or an agent of the Employer which violates the Collective Agreement without the express written agreement of the Union.
- 3.03** The parties agree there will be no discrimination or coercion exercised or practiced with respect to any employee for reason of membership or legitimate activity in the Union.
- 3.04** All employees covered by this Agreement will either be members of NASA or be required to pay a service fee equivalent to the membership fee.
- 3.05** 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.

- 3.06** Subject to the technical capability to do so, the Employer agrees to provide the above information to the Union in machine readable form.
- 3.07** The Union will provide the Employer with at least one full calendar month's written notice prior to the effective date of a change in the amount of dues to be deducted.

## **ARTICLE 4**

### **UNION REPRESENTATION**

- 4.01** The Employer and the Union are committed to joint problem solving. As part of this commitment, the Union has established a Union Steward Program to facilitate employees and supervisors in reaching effective resolutions to problems within the workplace.

#### **Union Steward Program**

- 4.02** The parties recognize that when dealing with issues of labour relations, the most effective resolutions are made by those directly affected. The intent of the Union Steward Program is to allow for the representation of employees to encourage resolution of concerns, complaints, or grievances at the earliest opportunity.
- 4.03** (a) The application of the Union Steward Program is intended to improve efficiency in dealing with issues with minimal interference with the operation of the workplace, recognizing that some communication may be made or received at the workplace for the purpose of arranging non-work time meetings.
- (b) A Union Steward will be recognized as an official representative of the Union. Decisions and resolutions reached with the involvement of a Union Steward will be treated in the same manner as decisions reached with any other authorized representative of the Union, provided that no agreements are reached that are inconsistent with the provisions of this Agreement.
- 4.04** Union activities during regular hours of work are subject to operational requirements. The primary function of an employee is to perform the duties assigned to their position. Requests for time to participate in Union activities will not be unreasonably withheld.
- 4.05** If, under this Article, it is necessary to request time off during regular hours of work, the employee will:
- (a) not be required to disclose the details of the union business;
- (b) make arrangements for time off with the Staff Liaison to minimize the impact of their absence on operations; and
- (c) report to the Staff Liaison upon s return to work.

#### **Time Off for Union Business**

- 4.06** (a) Time off with pay will be granted to:
- (i) employees to exercise specific rights under the Agreement;

- (ii) Union Stewards who require time off work to represent employees in an effort to resolve an issue, including time immediately before and after any required meetings or where the situation is pressing and disrupting the workplace;
  - (iii) any employee serving as a NASA Executive member to attend regular executive meetings, not more than once per week;
  - (iv) a maximum of 2 Negotiating Committee members to attend negotiations and reasonable time for preparation;
  - (v) employees acting on behalf of the Union on mutually recognized committees;
  - (vi) employees participating on recognized Employer committees;
  - (vii) employees for other mutually agreed activities.
- (b) Time off without pay will be granted to:
- (i) NASA Executive members to attend executive meetings in excess of one per week;
  - (ii) Negotiating Committee members in excess of 2 for members to attend negotiations and reasonable time for preparation;
  - (iii) employees who are members of NASA Council to a maximum of one hour per month each to attend meetings of the Council;
  - (iv) employees to attend to union business, subject to operational requirements; the employee must make the necessary arrangements with the Staff Liaison.

To administer the time off without pay provisions, the Employer will pay the affected employees and invoice the Union for the basic salary and applicable premiums.

- 4.07** The Union will provide written notification to the Employer of the names of the Labour Relations Officer assigned to APIRG, as well as APIRG employees serving as Union Stewards, Executive Committee members and Council members. The Employer will annually provide a list of designations required under the Agreement.
- 4.08** The Employer agrees to provide bulletin board space for the purpose of posting information relating to union business.
- 4.09** Nothing in this Agreement will preclude an employee from discussing problems, personal or job related, with representatives of the Employer. Nothing in this Agreement will preclude a representative of the Employer from meeting with a Union Steward, provided no agreements are reached which are inconsistent with the provisions of this Agreement.

## **ARTICLE 5**

### **MANAGEMENT RIGHTS**

- 5.01** All functions, rights, powers and authority which the Employer has not specifically abridged, delegated, or modified by this Agreement are retained by the Employer and will be exercised in a reasonable manner.

## **ARTICLE 6**

### **SAFETY**

- 6.01** The Employer and the Union are committed to ensuring a safe, healthy work environment, including compliance with relevant health and safety legislation. Health and safety is a joint responsibility dependent upon the active participation of the Employer and all employees.
- 6.02** Where an employee considers their work or worksite to be unsafe,
- (a) they will immediately report the condition to the Staff Liaison;
  - (b) the Staff Liaison will make all reasonable efforts to remedy the concern immediately; and
  - (c) if in the opinion of the Staff Liaison or the Union an expert opinion is required, appropriate persons will be contacted including, but not limited to, Alberta Human Resources and Employment – Workplace Health and Safety.
- 6.03** Where an employee considers that another person is performing their work in an unsafe manner, they will report the unsafe act to the Staff Liaison.
- 6.04** An employee will have the right to refuse to enter or leave an area if, in their opinion, their personal safety may be endangered in so doing. Such an employee's failure to report for duty or to carry out their official duties will not be considered a violation of this Agreement nor will it be grounds for docking their pay or for disciplinary action. However, the employee will advise the Staff Liaison of their circumstances at the first available opportunity.

## **ARTICLE 7**

### **LABOUR/MANAGEMENT RELATIONS**

- 7.01** The parties recognize the importance of maintaining a harmonious relationship. To that end, they agree that the Staff Liaison and the Designated Official of the Union will meet as soon as possible following a change in the Staff Liaison or a change in the assigned Designated Official of the Union to establish a working relationship.
- 7.02** The Staff Liaison and the Designated Official of the Union may meet from time to time to:
- (i) review matters relating to the maintenance of good relations between the parties;
  - (ii) investigate conditions causing grievances and misunderstandings and recommend/advise regarding appropriate resolution;
  - (iii) resolve problems pertaining to the interpretation and administration of this Agreement;
  - (iv) discuss matters of mutual interest or concern;
  - (v) make joint recommendations on changes to the Agreement to their respective principals.

## **ARTICLE 8**

### **PROBATION**

- 8.01** The probationary period of employees will not exceed 3 months of work after commencement of employment, unless extended by the Employer for up to 3 additional months for reasons that are outlined in writing to the employee and the Union. During the probationary period, employees will be provided with job orientation, training and job priorities. In addition, one month prior to the end of the probationary period, employees will be provided with a written performance evaluation.
- 8.02** During the probationary period, the Employer may dismiss a probationary employee. The employee will receive 5 working days' written notice if their period of employment is greater than 3 months.
- 8.03** A non-probationary employee, who transfers or is promoted, will have a trial period of 3 months, which may be extended by the Employer for another 3 months for reasons that are outlined in writing to the employee with a copy to the Union. During this trial period, if the employee is deemed unable to perform the duties of the new position satisfactorily, they will be reverted to their former position or they will be laid off at the discretion of the Employer for reasons that are outlined in writing to the employee with a copy to the Union. If another employee is subsequently affected by such reversion, they will be reverted to their former position. Where a temporary employee is affected by such reversion, they will be laid off.
- 8.04** Except in extenuating circumstances, no person should serve more than one probationary period with the Employer.
- 8.05** No trial period will be required on disciplinary or involuntary demotion.

## **ARTICLE 9**

### **HOURS OF WORK**

- 9.01** New employees will receive a letter of appointment outlining their hours of work (i.e. regular work day and regular work week).
- 9.02 Regular Work Day and Work Week**
- (a) The regular work day will be 7 consecutive hours of work between 7:00 a.m. and 9:00 p.m. For part-time employees, their hours of work will be consecutive and will fall between 7:00 a.m. and 9:00 p.m.
  - (b) The regular work week will consist of 5 consecutive days of work, Monday through Friday, to a maximum of 35 hours per week.
  - (c) Saturday and Sunday will be scheduled days of rest.
  - (d) The regular work day for all employees covered by this Agreement will not be increased except by mutual agreement.

- (e) Temporary changes to an employee's start time, work day or work week are permitted. Unless mutually agreed to, a permanent change to an employee's regular start time requires that the employee be provided with 30 calendar days' written notice of the change.
- (f) Modified work days (e.g. split shifts) or work weeks are acceptable by agreement between the employee and the Employer provided that the hours worked will be, on average, equivalent to that which the employee would have worked under clauses 9.02 (a) and (b). Except for clauses 9.02 (a) and (b), an employee working pursuant to a modified work day or work week agreement retains access to the provisions of this Agreement and there will be no loss or gain of any provision of this Agreement when a modified work day or work week is in use.
- (g) Where an urgent circumstance or emergency arises, the Employer may make temporary changes as required with as much notice as possible to the employee. Such changes will not remain in effect for more than 2 weeks. This provision will not be used repeatedly so as to circumvent the requirement for the notice given above.

### **9.03 Rest Periods**

- (a) Full-time employees will be entitled to a paid rest period of 15 minutes during each ½ working day of not less than 3 ½ hours duration.
- (b) Part-time employees will be entitled to a paid rest period of 15 minutes during the first 3 ½ hours, and an additional rest period of 15 minutes during the rest of their work day if in excess of 2 hours.
- (c) Employees scheduled to work for more than 5 hours are entitled to receive at least ½ hour of paid time at approximately the mid-point of their working day.

### **9.04 Notification of Absence**

- (a) An employee who is going to be absent from work will ensure the Staff Liaison is informed of the reasons for and expected duration of the absence as soon as possible.
- (b) Should an employee fail to comply with clause 9.04 (a), their absence may be considered as unauthorized leave without pay unless they can demonstrate legitimate reasons for the non-compliance.

## **ARTICLE 10**

### **OVERTIME**

**10.01** The Staff Liaison and employees will monitor approved overtime worked to ensure that compensating time off in lieu occurs or, if approved, is paid.

### **10.02 Authorization**

Under normal circumstances, overtime is voluntary and will be authorized in writing by the Staff Liaison before it is worked. If an urgent circumstance arises that is beyond the employee's control

and does not allow for approval in advance, the employee will work the overtime and advise the Staff Liaison of the circumstances and the time worked at the earliest possible opportunity.

**10.03 Compensating Time Off and Rate**

- (a) A full-time employee approved to work overtime will be compensated with time off at the rate of 1 ½ times their base pay.
- (b) A part-time employee whose regularly scheduled daily hours are less than those of a full-time employee, who is approved to work overtime, will be compensated at straight time for hours up to the scheduled regular daily hours for said full-time employee and thereafter will be compensated pursuant to clause 10.03 (a).

**10.04 Compensating Paid Overtime**

- (a) An employee may elect to take compensating time off as pay, subject to the prior approval of the Employer. Such pay will be calculated per clause 10.03.
- (b) In the event that any compensating time off cannot be taken at a time mutually agreeable to the employee and the Employer within a period of 6 months immediately following the month in which the overtime occurred, the employee will, instead, receive the overtime pay in the month immediately following the expiration of the 6 month period.

**10.05** Any approved overtime will be paid out to an employee when they cease working for the Employer.

**10.06** Overtime will be:

- (a) calculated to the nearest ¼ of an hour;
- (b) calculated on the basis of the employee's base pay in effect at the time the overtime occurred; and
- (c) for a minimum of one hour of compensation at the appropriate rate.

**10.07** When clause 9.02 (f) applies to an employee, this Article will apply only after the employee has worked their hours for that modified work day or work week.

**10.08 Meal Breaks**

- (a) Where a full-time employee is required to work in excess of two hours of overtime on their regular work day, they will be provided with a meal or be paid a meal allowance of \$15.00 and will be allowed a meal break of ½ hour at straight time.
- (b) Where a part-time employee is required to work in excess of two hours of overtime (i.e. beyond seven regular hours) on their regular work day, they will be provided with a meal or be paid a meal allowance of \$15.00 and will be allowed a meal break of ½ hour at straight time.
- (c) Where a full-time or part-time employee is required to work in excess of four hours of overtime on their regular day of rest, they will, upon completion of every four hours, be

provided with a meal or be paid a meal allowance of \$6.00 and be allowed a meal break of ½ hour at straight time.

## **ARTICLE 11**

### **PAID OBSERVANCES**

**11.01** The following will be paid observances:

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

**11.02** Any or all of the above paid observances can be substituted for a different paid day off based upon an employee's cultural or religious observances by mutual agreement with the Staff Liaison.

**11.03** Where a paid observance under clause 11.01 falls on a Saturday or a Sunday, the paid observances will be observed on the following Monday.

**11.04** When an employee is not required to work on a paid observance, their pay for that observance will be the pay that they regularly receive for their normal day's work.

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

**11.06** When an employee is required to work on one of the specific days set out in clause 11.01:

- (a) They will receive time off or pay, calculated at the rate of 2 times for all hours worked, and in addition will be given some other day off with pay in lieu of the paid observance at a mutually agreeable time. Where this provision applies, clause 11.04 will not apply.
- (b) When an employee is required to work for less than their normal daily hours, they will be paid at straight time for the balance of those hours they were not required to work.
- (c) Where a minimum time payment applies, the straight time pay will be for the difference between that minimum and their regular hours.
- (d) The minimum time off or payment for working on a paid observance is 2 hours at the applicable overtime rate.

**11.07 Part-time Regular Employees**

Where an employee works a part-time schedule such that the paid observance falls on a day they would normally not work, the pay received for the paid observance will be based on the average scheduled daily hours worked during the preceding 4 months.

## **11.08 Temporary and Casual Employees**

- (a) If the paid observance falls on a day when the employee is normally scheduled to work, this Article will apply as written.
- (b) If the paid observance falls on a day when the employee is normally scheduled not to work, this Article will not apply to that employee.

## **ARTICLE 12**

### **WINTER CLOSURE**

- 12.01** In addition to the paid observance of Christmas Day and New Year's Day, which will be reimbursed in accordance with the provisions of Article 11, employees will be entitled to 4 days off during the regular work week period of December 26 to December 31 inclusive.
- 12.02** The regularly scheduled work days during this period will be designated as days off with pay (i.e. paid but not worked) for regular employees and temporary employees, as specified in clause 2.04 (b), and these employees will receive the base pay they regularly receive for their normal day's work. Where the employee works a part-time schedule, the pay received for this period will be based on the average scheduled daily hours worked during the preceding 4 months.
- 12.03** The regularly scheduled work days will be designated as days off without pay (i.e. unpaid and not worked) for temporary employees as specified in clause 2.04 (a) and casual employees.
- 12.04** When an employee is scheduled and required to work on one or more of these days off, they will receive straight time pay; and if they are a regular employee or a temporary employee, as specified in clause 2.04 (b), they will receive an alternative day off with pay in lieu of the designated paid day off at a mutually agreeable time (no more than 6 months later). Failing mutual agreement, the Employer may schedule the employee off or pay the employee for time off in lieu.

## **ARTICLE 13**

### **VACATION**

#### **13.01 Vacation Year**

The vacation year is the fiscal year (May 1 through April 30).

#### **13.02 Earned Vacation Credits**

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

- (a) at commencement of appointment:  
earning rate of 1 ¼ work days per calendar month  
(i.e. 15 work days every 12 calendar months of service);
- (b) second and subsequent years of employment, one work day per year will be added to the employee's entitlement to a maximum of 30 work days.

### **13.03 Credits During Leaves**

An employee will continue to earn vacation credits for the first 2 months of approved leave with pay, WCB leave, illness leave and maternity/parental leave. An employee will not earn vacation credits for any other leaves longer than one month.

- 13.04** Part-time regular employees will earn vacation credits as per clause 13.02. However, the vacation credits will be pro-rated in accordance with their actual hours worked or paid for (exclusive of overtime).
- 13.05** When a part-time employee becomes a full-time employee, their former part-time service will, without pro-rating, be considered full-time service for the purpose of earning future vacation credits. However, vacation pay for vacation credits, if any, while they were a part-time employee will remain governed by clause 13.03.
- 13.06** Subject to clause 13.07, an employee will have the right, in any vacation year, to use all vacation credits they have earned up to the commencement date of their scheduled vacation time.
- 13.07** In each vacation year, an employee will have the right to take their vacation in one unbroken period of no more than 20 days or to split their vacation, subject to clause 13.08.
- 13.08** Vacation will be scheduled by mutual agreement between the employee and the Staff Liaison. Subject to operational requirements, the Staff Liaison will accommodate the employee's choice of vacation time. When operational requirements prevent 2 or more employees from taking their vacation at the same time, their length of service will be the determinant.
- 13.09** Once vacations are authorized they will not be changed other than in cases of emergency except by mutual agreement.
- 13.10** Where one or more paid observances fall within an employee's vacation, such paid observances will not be counted as part of the employee's vacation.
- 13.11** Where an employee is ill during their vacation and produces a medical certificate, the duration of their illness will be charged against their illness entitlement and will not be counted as part of their vacation.
- 13.12** Where an employee has exhausted their illness leave entitlement, they will have the right to use their vacation credits, if any, to cover their absence due to illness.
- 13.13** The Staff Liaison may approve an employee's request for unused vacation credits to be carried over to the next vacation year.
- 13.14** An employee will have the right to receive part or all of their vacation pay prior to the commencement of their vacation, provided they submit such request to the Staff Liaison at least 10 work days prior to the commencement of their vacation.
- 13.15** Vacation credits, if any, will be paid out to an employee on the date of their cessation of employment with the Employer.

### **13.16 Temporary and Casual Employees**

This Article will not apply to temporary or casual employees. Instead, such employees will receive vacation pay at the rate of 6% of their total earnings (exclusive of overtime) for each pay period.

## **ARTICLE 14**

### **ILLNESS AND PROOF OF ILLNESS**

**14.01** 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 ensure the employee can safely work. Further, the employee is responsible for providing appropriate medical documentation as required.

**14.02** "Illness" means illness, injury or quarantine affecting an employee, but does not include pregnancy, subject to clause 14.10.

**14.03** "Casual illness" means an illness which causes an employee to be absent from duty for a period of 3 consecutive work days or less for which no medical certificate is required. Where an employee has used their casual illness entitlement in any one fiscal year, they may provide a medical certificate for additional absences of 3 work days or less, and the absence will be considered as general illness.

**14.04** "General illness" means certified illness which causes an employee to be absent from duty for a period of more than 3 consecutive work days.

### **14.05 Medical and Dental Appointments**

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

### **14.06 Illness Entitlement**

Leave of absence with pay is allowable on account of illness for 30 work days per fiscal year, of which 10 work days may be used as casual illness. Illness leave without pay of up to 3 months will be granted to an employee who does not qualify for sick leave with pay or who is unable to return to work at the end of the period for which sick leave with pay is granted. Such sick leave may be extended by mutual agreement.

### **14.07 Reinstatement of Entitlement**

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

- (a) When an absence on account of illness continues from one fiscal year to the next, the period of leave with pay allowable in respect of that absence is determined according to the 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 entitlement for that year.

- (b) After an employee uses their illness entitlement in any one fiscal year, they are not entitled to further illness entitlement in the next fiscal year until they have completed 10 consecutive work days of service from the date of their return to work.

#### **14.08 Illness during Annual Vacation Leave**

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

#### **14.09 Proof of Illness**

- (a) For any absence due to illness in excess of 3 work days but less than 10 work days, an employee will provide the Employer with a medical certificate. The medical certificate will specify:
  - (i) that the employee was unable to attend work and perform their regular duties due to illness, and
  - (ii) the duration of illness.
- (b) For an absence due to illness of 3 work days or less, medical certificates will not be required except where the employee has had a maximum of 10 work days of uncertified absence due to illness in a service year.
- (c) Medical certificates may be required for any absence due to illness immediately preceding or following a vacation period or a paid observance.

#### **14.10 Absence during Pregnancy**

If a medical condition, related to or arising from pregnancy, causes a pregnant employee to be away from work, the employee will be treated in the same fashion as any other ill employee. If such an illness occurs during maternity leave, that employee is entitled to claim illness leave.

#### **14.11 Part-Time Regular Employees**

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

#### **14.12 Temporary and Casual Employees**

Clause 14.06 will not apply to temporary or casual employees. Instead, such employees will earn illness leave at the rate of 1 work day for each complete month of employment, except that in the case of part-time employees the entitlement will be pro-rated on the basis of their total number of hours worked or paid for (excluding overtime) per month.

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

## ARTICLE 15

### SPECIAL LEAVE

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

**15.02** Upon receiving authorization from the Staff Liaison, an employee will be granted special leave with pay for the following reasons up to the maximum time indicated.

#### **15.03 Compassionate Leave**

- (a) In the event of death of a child, sibling, partner, parent, parent-in-law, grandparent, or the partner of any of these – an employee, so bereaved, will be allowed leave with pay up to 5 working days together with any necessary travelling time, not exceeding 2 working days with pay.
- (b) Otherwise, 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 2 working days will be allowed for sudden or serious illness within the immediate family (partner, sibling, parent):
  - (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) Should an employee demonstrate to the satisfaction of the Staff Liaison that, during a period of vacation, bereavement as described above occurred and provided the employee attended the funeral, they will be allowed compassionate leave and their vacation will be credited accordingly.
- (e) If an employee is required to be absent from duty by reason of grave illness of a sibling, parent, parent-in-law or grandparent or the partner of any of these – they may be allowed compassionate leave in respect of such absence, normally to the extent provided in (c), at the discretion of the Staff Liaison.
- (f) The Staff Liaison may authorize leave under warranted conditions on the same terms as provided above in the event of a death, serious illness or grave illness of persons other than those specified above.

#### **15.04 Emergency or Disaster Conditions**

Leave with pay for up to one working day will be allowed for emergencies or disasters demanding the immediate personal attention of the employee or preventing the employee from attending their place of employment.

### **15.05 Birth or Adoption**

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

### **15.06 Moving**

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

### **15.07 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.

### **15.08 Maximum Entitlement**

The maximum length specified for each circumstance requiring use of special leave will not be exceeded; however, special leave may be granted more than once for the same circumstances within a fiscal year, provided the total special leave does not exceed 10 working days per fiscal year. Where circumstances warrant, the Staff Liaison may grant extended leave for a specific circumstance. Additional compassionate leave (clause 15.03) will be granted when 10 days leave with pay has been utilized within a year.

### **15.09 Temporary and Casual Employees**

- (a) Temporary employees as specified in clause 2.04 (a) and casual employees will be entitled to 5 days compassionate leave.
- (b) Temporary employees as specified in clause 2.04 (b) will be entitled to 10 days compassionate leave.
- (c) Where circumstances warrant, the Staff Liaison may grant additional compassionate leave under clauses (a) and (b) above.

### **15.10 Part-time Regular Employees**

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

## **ARTICLE 16**

### **LEAVE WITHOUT PAY**

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

- 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 Staff Liaison.

## **ARTICLE 17**

### **RELIGIOUS OBSERVANCE**

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

## **ARTICLE 18**

### **BIRTHING LEAVE**

#### **GENERAL PROVISIONS**

- 18.01** For the purpose of this Article, “employment” means the most recent period of continuous employment with the Employer without a three-month break. Employment is not continuous if an employee resigns, is terminated for cause or does not return from recall.
- 18.02** Where an employee requires leave pursuant to this Article, written notification is to be provided to the Staff Liaison as follows:
- (a) For maternity leave, the employee will apply for such leave a minimum of 6 weeks 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.
  - (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.
- 18.03** No employee will be eligible for leave under this Article that is more than 18 months, per birth or adoption, unless otherwise approved.
- 18.04** A pregnant employee who provides medical evidence from a primary care provider or physician that continued employment in their present position may be hazardous to their health or to their unborn child may request a transfer to a more suitable position if one is available. The employee will be paid within the range for the new position. If no suitable position is available and/or the employee is not transferred, they may request 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.

- 18.05** (a) In the case of either a maternity or parental leave, where an employee is entitled to benefits, the Employer will continue payment of benefit premiums for the period of the leave.
- (b) If an employee decides not to return to work and so advises the Staff Liaison, benefit coverage as above will be maintained for the duration of the approved leave.

**18.06** 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 they intends to resume employment.

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

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

## **MATERNITY LEAVE**

### **Regular and Replacement Employees with 90 Days or More of Employment**

**18.07** Upon application in accordance with the provisions of clause 18.02 (a), leave to a maximum of 16 weeks for maternity reasons will be granted by the Employer.

- 18.08** (a) A regular employee on approved maternity leave is entitled to return to the position they held immediately prior to going on leave. If their position no longer exists, they will be placed in alternate work of a comparable nature at the same rate of pay and benefits.
- (b) A replacement employee on approved maternity leave is entitled to return to the position they held immediately prior to going on leave provided the employee they were replacing has not returned. If that employee has returned, the replacement employee will maintain their service provided they work within four months following the end of the leave period.

**18.09** 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 their maternity leave provided:
- (i) they are receiving employment insurance maternity benefits,
- (ii) they have sufficient illness leave in accordance with clause 14.06, and
- (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.

### **Regular and Replacement Employees with Less than 90 Days of Employment**

- 18.10** Upon application in accordance with the provisions of clause 18.02 (a), leave to a maximum of 16 weeks for maternity reasons will be granted by the Employer.
- 18.11** The employee is entitled to top up benefits as outlined in clause 18.09 for the illness-related portion of the leave.
- 18.12** 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 their probation period will be offered their former position if it continues to exist. The employee will maintain their service provided they work within four months following the end of the leave period.

### **Temporary Employees with 90 Days or more of Employment**

- 18.13** Upon application in accordance with the provisions of clause 18.02 (a), leave to a maximum of 16 weeks for maternity reasons will be granted by the Employer.
- 18.14** Any accrued sick leave remaining will be paid out when the employee commences their leave for maternity reasons.
- 18.15** There is no guarantee of a position being available for the employee at the end of a leave for maternity reasons. The employee will maintain their service provided they work within four months following the end of the leave period.

### **Temporary and Casual Employees with Less Than 90 Days of Employment**

- 18.16** Upon application in accordance with the provisions of clause 18.02 (a), leave for medical reasons may be granted. The duration of such leave will normally be between six and eight weeks; however, each request will be individually considered by the Employer.
- 18.17** Any accrued sick leave remaining will be paid out when the employee commences their leave for maternity reasons.
- 18.18** There is no guarantee of a position being available for the employee at the end of such a leave. The employee will maintain their service provided they work within four months following the end of the leave period.

## **PARENTAL LEAVE**

### **Regular Employees with 90 Days or More of Employment**

- 18.19** Upon application in accordance with the provisions of clause 18.02 (b), leave to a maximum of 62 weeks will be granted to an employee for parental leave for their newborn or adopted child.
- 18.20** An employee on approved parental leave is entitled to return to the position they held immediately prior to going on leave. If their position no longer exists, they will be placed in alternate work of a comparable nature at the same rate of pay and benefits.

### **Replacement and Temporary Employees with 52 Weeks or More of Employment**

- 18.21** Upon application in accordance with the provisions of clause 18.02 (b), leave to a maximum of 62 weeks will be granted to an employee for parental leave for their newborn or adopted child.
- 18.22** There is no guarantee of a position being available for the employee at the end of a leave for parental reasons; however, an employee who has completed their probation period will be offered their former position if it continues to exist. The employee will maintain their service provided they work within four months following the end of the leave period.

### **Regular, Replacement and Temporary Employees with Less Than 90 Days of Employment**

- 18.23** Such employees are not entitled to parental leave.

## **ARTICLE 19**

### **WITNESS OR JURY DUTY**

- 19.01** An employee who is required by law to serve jury duty or act as a witness will be granted leave with pay. Any fee received by the employee for such duty will be remitted to the Employer. However, this Article will not apply to any personal action where the employee is the plaintiff or defendant.
- 19.02** The employee will submit to the Staff Liaison the document which requires them to appear as a witness or juror before being granted leave under this Article.
- 19.03** The employee will work during those working hours that they are not required to attend the court proceedings.

## **ARTICLE 20**

### **LAYOFF AND RECALL**

#### **Definition**

- 20.01** Layoff means the discontinuation of a position due to lack of work or reduction or discontinuance of a service or services. A layoff may be short term with a definite return to work date or it may be of a permanent nature. A short-term layoff will not exceed 4 months in duration.

#### **Short-Term Layoff**

- 20.02** (a) Where a short-term layoff is necessary, the Employer will provide the Union and the affected employee(s) with no less than 14 calendar days notice of its intent, outlining the reasons the layoff is required. The Notice will specify the date the layoff will commence and will include a return to work date.
- (b) For recurring employees, the Employer will ensure the employee(s) receives written confirmation of the commencement of their inactive period at least one month prior to that period commencing. This confirmation will also include a return to work date.

## **Permanent Layoff**

- 20.03** In the event of a layoff of a permanent nature, the Employer will provide 21 calendar days' notice in writing to the Union of its intent, outlining the reasons layoff is being considered and disclosing the extent of the issue. Wherever possible, the matter will be discussed in detail with the Union in an attempt to resolve the issues and avoid employee reductions.
- 20.04** Affected employees will be provided with at least 21 calendar days' notice of layoff.
- 20.05** Where the affected employee is the least senior employee in the bargaining unit, upon receipt of written notice of layoff the employee will be provided 14 calendar days to choose one of the following options:
- (a) To receive severance pay on the basis of 4 weeks' pay per year of service to a maximum of 52 weeks. Upon receipt of the severance pay the employment relationship will be terminated.
  - (b) To be laid off and receive recall rights for a period not to exceed 24 months.
- 20.06** Where the affected employee is not the least senior employee in the bargaining unit, upon receipt of written notice of layoff the employee will be provided 7 calendar days to choose one of the following options:
- (a) To bump any less senior employee, provided the person exercising this right is qualified to perform the work of the less senior employee. In assessing those qualifications, it is recognized that orientation or training of up to 2 months may be required. This right to bump includes the right to bump up within the bargaining unit.
  - (b) To receive severance pay on the basis of 4 weeks' pay per year of service to a maximum of 52 weeks. Upon receipt of the severance pay the employment relationship will be terminated.
  - (c) To be laid off and receive recall rights for a period not to exceed 24 months.
- 20.07** An employee bumped as a result of the application of clause 20.06 (a) will have clause 20.06 applied to them as if they had been the original affected employee. In this case, the notice in clause 20.04 will be reduced to 14 calendar days.
- 20.08** An employee choosing option 20.05 (b) or 20.06 (c) will have recall rights to any positions that may become available for which the employee is qualified. In assessing those qualifications, it is recognized that orientation or training of up to 2 months may be required. Recall rights are retained until the employee rejects one offer of recall which is of the same status and salary as the position from which they were laid off.
- 20.09** In the event of a vacancy, the Employer will notify laid off employees in order of seniority. This notification will first be attempted by telephone but will be confirmed in writing, delivered electronically or by courier. The most senior qualified employee will be first recalled.
- 20.10** An employee who is recalled within the first 6 months of layoff will earn service and seniority for the period of layoff.

**20.11** An employee, with 5 years or more of service, who elects to terminate the employment relationship pursuant to clauses 20.05 (a) or 20.06 (b) will receive a \$1,000 retraining allowance.

## **ARTICLE 21**

### **PERFORMANCE REVIEWS**

**21.01** 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 Staff Liaison 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.

#### **21.02 Performance Reviews**

The Staff Liaison and employee will complete a written summary of the discussions outlined in clause 21.01 and an evaluation of the employee's performance:

- (a) before the completion of their probationary or trial period, as specified in clause 8.01; and
- (b) on completion of 12 months and each subsequent 12 months worked in their position.

#### **21.03 Rebuttal**

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

## **ARTICLE 22**

### **WORKERS' COMPENSATION SUPPLEMENT**

**22.01** When an employee sustains an injury in the course of their duties and is eligible for Workers' Compensation, they will be paid that amount necessary to make up the difference in pay between what they receive from the Workers' Compensation Board and what they would have received had they been on leave because of general illness as provided for in Article 14 (Illness and Proof of Illness). Payment under this provision will be made only for that period of time during which they would have received full base pay pursuant to Article 14, but such payments will not reduce their general illness entitlement for that year.

**22.02** An employee who sustains an injury while in the employ of another employer and who is eligible for Workers' Compensation will not be covered by the Workers' Compensation Supplement (clause 22.01) and General Illness (clause 14.04) provisions. Such absence will be considered authorized leave without pay.

## **ARTICLE 23**

### **BENEFITS**

#### **23.01 Benefit Plans**

Effective on an employee's date of hire, the Employer will pay 100% of the premium costs of the following for either single or family coverage for all regular employees:

- (a) Alberta Health Care Insurance Plan; and
- (b) Great West Life Benefit Plan for APIRG (Appendix B).

This clause will apply to regular recurring employees during the inactive period provided they prepay their premium costs. Failure to prepay premiums will result in a loss of coverage during the inactive period.

#### **23.02 Temporary and Casual Employees**

- (a) For temporary employees hired for a period of less than 6 continuous months and casual employees, this Article will not apply.
- (b) For temporary employees hired for a period of 6 continuous months or greater, this Article will apply.

#### **23.03 General**

Any change to the benefit plan carrier or the level of benefits provided requires consultation with and the agreement of the Union.

Any changes that are agreed upon will be reflected in a Letter of Understanding between the parties during the life of this contract.

## **ARTICLE 24**

### **RRSP IN LIEU OF PENSION**

**24.01** The Employer will match any contributions made by a regular employee to a Registered Retirement Savings Plan to a maximum of \$100.00 per month from their date of hire, and will increase the contribution by \$5.00 each subsequent year of employment effective November 1 of said year, subject to the following provisions:

- (a) The employee will submit, upon request, documentation certifying their participation in the plan.
- (b) If an employee ceases to contribute to the plan, or withdraws from it, the Employer will not contribute to the plan until the employee resumes payments.

## ARTICLE 25

### HUMAN RESOURCES DEVELOPMENT FUND

- 25.01** The Employer and the Union are committed to learning and development for employees. As part of this commitment, the Employer agrees to provide a Human Resources Development Fund in the amount of \$1,000 per regular employee per year.
- 25.02** The purpose of the Fund is to enable employees to access opportunities (courses, workshops or seminars) that will improve the employee's performance in their current position or develop future job related skills.
- 25.03** The parties encourage discussion between the employee and the Staff Liaison 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.
- 25.04** (a) A regular employee, who has completed their probation period, will be entitled to a maximum of \$1,000 per fiscal year to fund learning opportunities which meet the criteria outlined in clause 25.02.
- (b) A temporary employee hired for greater than 6 consecutive months, who has completed their probation period, will be entitled to a maximum of \$550 per fiscal year to fund learning opportunities which meet the criteria outlined in clause 25.02.
- (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.
- 25.05** Learning opportunities under this Article may be accessed during an employee's regular hours of work, subject to the approval of the Staff Liaison. Where the learning opportunity is of mutual benefit to the employee and the Employer, the time off will be with pay. In other cases, make up time arrangements between the employee and the Staff Liaison 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.
- 25.06** (a) The Employer will pay course fees on behalf of the employee directly to the institution concerned.
- (b) When an employee cancels, fails to attend or complete an approved learning opportunity without legitimate reasons, they will be fully responsible to reimburse the Fund for all costs associated with the cancellation.
- 25.07** When funding has been approved and the employee is then advised that they are to be laid off, they will have the right to proceed with the learning opportunity regardless of its commencement date and the Employer will honour all approved reimbursement.

- 25.08** (a) No employee will have access to the Fund once they have left the employ of the Employer, subject to clauses 25.07 and 25.08 (b).
- (b) When an approved learning opportunity has commenced prior to the effective date of an employee's resignation or dismissal, the employee will not be required to repay any portion of the approved reimbursement to the Employer.
- (c) When an approved learning opportunity is to commence on or after the effective date of an employee's resignation or dismissal, the employee will either cancel the training or fully repay to the Employer all monies already paid on their behalf. The employee will be fully responsible for all costs associated with the cancellation.

## **ARTICLE 26**

### **SERVICE**

- 26.01** 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 clause.
- 26.02** An employee will forfeit their service upon:
- (a) voluntary resignation, subject to clause 18.04, including position abandonment;
  - (b) dismissal for just cause;
  - (c) failure to return to work within 10 work days of receipt of notice of recall;
  - (d) layoff of more than 24 consecutive calendar months; or
  - (e) a break in employment of more than 4 months.
- 26.03** Approved leave with pay, Article 22 (Workers' Compensation Supplement) and leaves as per Article 18 (Birthing Leave) for any duration will be counted as service.
- 26.04** Approved leave without pay and time on continuous layoff greater than one calendar month will not be counted as service; however, for the sole purpose of reinstatement of illness, clause 14.07 only, approved leave without pay will count as service.
- 26.05** A partial calendar month of employment will be considered a full calendar month of employment provided the employee receives pay for a minimum of ½ of the calendar month.

## **ARTICLE 27**

### **POSTINGS, TRANSFERS, PROMOTIONS AND RESPONSIBILITY PAY**

#### **27.01 Postings**

All vacancies will be posted for 10 working days. The job description and salary rate will accompany the posting. Internal applicants possessing the qualifications for the job must be given first consideration in the filling of these vacancies before applications are solicited as part of a general hiring process.

## **27.02 Transfer**

Where an employee voluntarily moves from one position to another position with the same pay level, such a move will be considered a transfer and there will be no change to their base pay.

No employee will be unreasonably transferred.

## **27.03 Promotion**

When a non-probationary employee is promoted from one position to another position with a higher pay level, they will receive an increase in pay subject to Article 33.

## **27.04 Temporary Transfers and Promotions**

When an employee is transferred or promoted on a temporary basis, then the following will apply:

- (a) The term will not exceed 12 months or the specific term of the project. Extensions may be made and a copy of the revised terms is to be provided to the Union and employee.
- (b) The employee will be paid:
  - (i) In the case of a transfer, there will be no change to their base pay.
  - (ii) In the case of a promotion, they will receive an increase in pay subject to Article 33.
- (c) Seniority and service will continue to accrue normally.
- (d) During the term of the temporary transfer or promotion, either the Employer or employee can end the assignment with 30 days written notice or less as mutually agreed.
- (e) At the end of the temporary transfer or promotion, the employee will return to their original job.
- (f) Upon return to their original position, the employee's pay will be adjusted to the current job rate for their original position.
- (g) Where the temporary transfer or promotion is going to continue for less than 6 weeks then clause 27.04 (d) above will not apply.
- (i) All terms and conditions, including defined duties and responsibilities, will be provided to the employee in writing with copies to the Union.

## **27.05 Responsibility Pay**

Where an employee is required to perform leadhand duties, in addition to some of their own regular duties and responsibilities, they will receive a premium of at least 8% of their base pay.

## **ARTICLE 28**

### **DISCIPLINE**

- 28.01** (a) The Employer follows a progressive process of discipline. The Employer may discipline, demote or dismiss an employee for just cause.
- (b) Discipline should be administered in a timely manner and maintain the employee's dignity and self-respect. Therefore the Staff Liaison should first meet with employees to communicate concerns about an employee's performance or conduct. Written correspondence in any form may be used as a follow up to an in-person meeting.

#### **28.02 Non-Disciplinary Actions**

The following circumstances do not constitute disciplinary actions:

(a) **Coaching**

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

(b) **Letter of Counselling**

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

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

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

#### **28.03 Pre-Disciplinary Actions**

(a) **Investigation**

If the Employer is considering disciplinary action, an investigation into the matter may be necessary to ascertain all relevant facts prior to making final disciplinary determination. If an employee is required to attend an investigation interview and it could potentially result in subsequent disciplinary action being taken against that employee, they will be entitled to have a Union Steward in attendance and the Staff Liaison will inform the employee of this right.

#### **28.04 Employee Right to Representation**

An employee has the right to have a Union Steward present during any investigation interview or disciplinary meeting.

**28.05** An employee notified of an investigation interview or formal disciplinary meeting, and who then makes a claim under Article 14 (Illness & Proof of Illness) will have no extraordinary rights under this Article.

#### **28.06 Disciplinary Actions and Due Process**

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

##### **(a) Disciplinary Meeting**

- (i) When the Employer has made a determination that an employee will be disciplined, the employee will be notified that a meeting will be convened specifically for that purpose. The Employer will also advise the employee of their right to Union representation.
- (ii) Prior to taking any disciplinary action, the Staff Liaison will discuss the proposed action with the Union Steward or a Union Representative.
- (iii) The Employer will hold a disciplinary meeting with the employee.

##### **(b) Written Reprimand**

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

##### **(c) Suspension Without Pay**

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

##### **(d) Demotion**

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

##### **(e) Dismissal**

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

(f) **Employee Written Rebuttal**

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

**28.07 Access to Dispute Resolution Process**

The employee will have the right to apply Article 31 (Dispute Resolution Process) following any disciplinary action.

**28.08 Notification if Employee Unavailable for Disciplinary Meeting**

If the employee is unavailable for a disciplinary meeting, the notification of discipline will be deemed received if personally delivered or mailed by prepaid registered mail. When the notice is mailed, it will be deemed received within 5 days of the date of mailing.

**28.09 Employee Review of Personnel File**

By written request, an employee will be entitled to examine the contents of their Personnel File during regular hours of work. By employee written request, adverse reports and disciplinary actions more than 2 years old will be cleared from the employee's Personnel File if no further adverse reports or disciplinary actions have been submitted.

**ARTICLE 29**

**RESIGNATION**

**29.01 Notice of Resignation**

An employee will provide the Employer with 10 working days notice of resignation not including earned but unused vacation or compensating time off.

**ARTICLE 30**

**POSITION ABANDONMENT**

**30.01** An employee absent from employment without permission and without informing the Staff Liaison or designee will, after 3 consecutive work days of such unauthorized absence, be considered to have abandoned their position and will be deemed to have resigned. The deemed resignation will be rescinded if the employee demonstrates that circumstances beyond their control prevented them from reporting to their place of work and from contacting the Staff Liaison or designee.

## ARTICLE 31

### DISPUTE RESOLUTION PROCESS

#### 31.01 General Principles

(a) **Recognition**

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

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

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

(b) **Disclosure**

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

(c) **Grievance Application**

It is the intent of the parties that only one grievance type be dealt with on a particular matter and that said grievance be grieved under the appropriate defined grievance type. However, circumstances may arise where one or more individual grievances may more appropriately be addressed as a group or policy grievance, or vice-versa. The parties will attempt to reach mutual agreement on the appropriate means of processing such grievances.

Where a group or policy grievance is subsequently initiated, all related individual grievances may be placed in abeyance pending the final resolution of the group or policy grievance.

(d) **Grievance Replies**

All grievances will have replies in writing stating reasons with copies to the employee(s), the Union, the Staff Liaison and/or the Grievance Committee as the case may be.

(e) **Time Limits**

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

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

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

(f) **Designated Official of the Union**

For the purpose of this Article, the Union will notify the Employer of the name of the individual who is the Designated Official of the Union.

**31.02 Definition of Grievance Types**

(a) **Individual Grievance**

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

If the individual grievance is discipline or termination related (e.g. dismissal, layoff, recall), such grievance will be initiated at Step 2 of the Grievance Procedure.

(b) **Group Grievance**

A group grievance will be defined as any difference arising out of the interpretation, application, operation, administration, or alleged violation of the Agreement, and including any dispute as to whether the difference is arbitrable, concerning 2 or more employees. Such grievance will be initiated at Step 2 of the Grievance Procedure.

(c) **Policy Grievance**

A policy grievance will be defined as any difference arising out of the interpretation, application, operation, administration, or any contravention or alleged contravention of this Agreement, and affecting either party and/or more than one employee. Such grievances will be initiated at Step 2 of the Grievance Procedure.

(d) **Written Grievance Information**

A formal written grievance will include the following information:

- (i) the date of the grievance;
- (ii) the nature, type and details of the grievance;
- (iii) where applicable, the name(s) of the grievor(s) and their department(s);
- (iv) the remedy sought;
- (v) the Article(s) of the Agreement allegedly violated or the alleged occurrence said to have caused such grievance;
- (vi) the signature of the Designated Official of the Union.

### **31.03 Procedure**

#### **Employee's Right to Representation**

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

#### **Facilitation**

At any step in this procedure the Union may be asked to assist in achieving a resolution.

#### **Expectations**

The parties to this Agreement are committed to resolving problems informally and at the earliest possible step in the procedure.

#### **Step 1 Staff Liaison**

Within 10 days of the time an employee should reasonably have become aware of the action or matters giving rise to a dispute, the employee will first seek to resolve the dispute through a problem solving discussion with the Staff Liaison. The discussion will be held within 5 days of the employee's request for a meeting. The Staff Liaison's response will be provided to the employee in writing within 5 days of the discussion. If the dispute is not resolved satisfactorily, it may then be advanced to Step 2 within 10 days of receipt of the response.

#### **Step 2 Grievance Committee**

If a dispute has been advanced to Step 2, the grievance will be submitted in writing to the APIRG Grievance Committee. The Union, the Grievance Committee and any affected party will hold a problem solving meeting to attempt to resolve the grievance. The meeting will be held within 10 days of receipt of the grievance by the Committee. Where a resolution has been reached the agreement will be committed to writing and circulated to all parties involved. If the grievance cannot be resolved through discussion, the Grievance Committee will, after considering all relevant facts, make a final determination regarding the outcome of the grievance. This determination will be communicated to the Union in writing within 5 days of the meeting. If the grievance is not resolved to the satisfaction of the Union, it may be advanced to Step 3 within 30 days of receipt of the response.

#### **Step 3 Arbitration**

Either party may submit a grievance to arbitration. After having submitted the grievance to arbitration, the parties may agree to further attempts to resolve the issue through mediation.

### **31.04 Mediation**

The purpose of mediation in the grievance process is to assist the parties in reaching a resolution of the grievance and anything said, proposed, generated or prepared for the purpose of trying to achieve a settlement is to be considered privileged and will not be used for any other purpose including any subsequent arbitration proceeding. The mediator will be confined to the issue in dispute. The mediator will be chosen by mutual agreement and all expenses of the mediator will be borne equally by both parties.

### 31.05 Arbitration

- (a) Either party may advance the dispute to arbitration, will notify the other party in writing of its intention to do so, and
  - (i) name its nominee to the board of arbitration; or
  - (ii) state its desire to consider the appointment of a single arbitrator.
- (b) Within 5 days after receipt of notification provided for above, the party receiving such notice will:
  - (i) inform the other party of the name of its nominee to a board of arbitration; or
  - (ii) arrange to discuss with the other party the selection of a single arbitrator.
- (c) The parties may select 1 person to act as a sole arbitrator to whom any such grievance may be submitted for arbitration and such person will have the same powers and be subject to the same restriction as a board of arbitration appointed under this Agreement.
- (d) Where agreement cannot be reached on a single arbitrator, a board of arbitration will be established.

Where the nominees to a board have been named by the parties, they will within 10 days endeavour to select a mutually acceptable chairperson for the arbitration board. If they are unable to agree, either party may request the Director of Mediation Services to appoint a Chair.

- (e) The following conditions will apply to the powers of the arbitrator. The arbitrator may:
  - (i) require production, in advance of the hearing, of documents deemed relevant to the grievance;
  - (ii) examine any witnesses deemed relevant to the grievance;
  - (iii) assist the parties in mediating a resolution of the grievance;
  - (iv) not change, amend, alter or modify any of the terms of this Agreement;
  - (v) in matters relating to disciplinary action, reinstate an employee with or without compensation for wages and/or benefits; and/or make any other award they may deem just and reasonable that would be consistent with the terms of the Agreement.
- (f) The arbitrator will have the responsibility to:
  - (i) arbitrate the matter and confine the decision to the issues in dispute;
  - (ii) determine their own procedure and give full opportunity to the parties to present evidence and to be heard;
  - (iii) hear and determine the merits of the grievance and issue an award in writing to the parties within 30 days of the conclusion of the hearing;
  - (iv) where requested, determine whether a particular matter is arbitrable under this Agreement.
- (g) Any arbitration decision will be final and binding upon the parties and upon any employee affected by the decision.

- (h) The decision will be one reached by a majority of the members of the board of arbitration. However, if there is no majority decision, then the decision of the Chair will constitute the final binding decision.
- (i) Each party will bear the expenses and costs of their respective presentation and the parties will equally share the fees and expenses of the arbitrator.
- (j) The parties will be responsible for informing any third party likely to be adversely affected:
  - (i) of the time and place of the sitting of the board of arbitration;
  - (ii) of the grievance to be placed before the board of arbitration; and
  - (iii) of the right of that third party to be present and represented.

## **ARTICLE 32**

### **DISCRIMINATION AND HARASSMENT COMPLAINTS**

- 32.01** The parties recognize the importance of creating and maintaining a work environment free of discrimination and harassment. There will be no discrimination, harassment, restriction or coercion practiced by either party in respect of any employee.
- 32.02** 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.
- 32.03** “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
- 32.04** “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.

- 32.05** The behaviour that constitutes discrimination and harassment may be physical or psychological in nature. It may be one incident or a series of incidents.
- 32.06** 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.
- 32.07** An employee who believes that they have been harassed or discriminated against will first discuss the matter with the Staff Liaison 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 Staff Liaison.
- 32.08** Within 10 days of being presented with a formal complaint, the Staff Liaison will begin an investigation into the complaint. If in the Staff Liaison's opinion the situation warrants, they will appoint an independent investigator to conduct the investigation into the complaint. The results of the investigation will be made available to the employee and the respondent within 30 days of the investigation's commencement.
- 32.09** If the investigation indicates that harassment or discrimination did occur, the Staff Liaison will ensure that whatever steps are necessary to resolve the incident or situation are implemented.
- 32.10** If the employee is dissatisfied with the results of the investigation or with the steps taken to resolve the matter, they may file a grievance at Step 2 of the Dispute Resolution Procedure.

### **ARTICLE 33**

#### **SALARIES AND POSITIONS**

- 33.01** Both parties to the Collective Agreement recognize that any employee normally improves in skill and ability relative to experience. In accordance with Appendix A, regular employees will start at Step 1 and will advance to the next step on their anniversary date of employment. Advancement to subsequent increments will occur on their subsequent anniversary dates of employment, subject to the provisions of clause 33.02.
- 33.02** Where an employee is on illness leave or maternity/parental leave on their anniversary date of employment, upon return to work they will receive their scheduled increment. Where an employee takes a leave without pay for a period greater than one month, the anniversary date will be adjusted for the period of the leave and their increment will be awarded on the adjusted anniversary date.
- 33.03** Regular employees hired with previous years of experience relevant to their position will be credited with such years of experience and placed on the grid accordingly.
- 33.04** In accordance with Appendix A, temporary and casual employees hired to perform additional work will be paid at the appropriate rate of pay as determined by the skills required for the work they are to perform.

- 33.05** When there is a negotiated increase in the rates of pay in Appendix A, employees will be paid at the new higher rate of pay.
- 33.06** New positions may be created during the term of this Agreement. In such cases, the Union and the Employer will meet to negotiate the appropriate rate of pay for the new position.

## **ARTICLE 34**

### **EMPLOYEE EXPENSES ON EMPLOYER BUSINESS**

- 34.01** An employee, who is authorized to use their own vehicle for travel on behalf of the Employer, will be entitled to reimbursement at the mileage rate of \$0.50 per kilometer in town. Parking expenses incurred while on Employer business will be paid. For out-of-town trips, the cost of gas purchased plus 10% of gas receipts for wear and tear will be reimbursed.
- 34.02** Where an employee is required to travel on behalf of the Employer and is away from their regular domicile, for each overnight stay they will be entitled to claim the cost of accommodation upon production of a receipt or \$30.00 for each night where private arrangements are made by the employee. In addition, the employee will be entitled to a daily miscellaneous allowance of \$10.00.
- 34.03** Where an employee is required to purchase meals when on Employer business, they may claim the following:
- (a) Breakfast: \$10.00
  - (b) Lunch: \$15.00
  - (c) Dinner: \$20.00

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

- 34.04** Employees will be eligible to expense up to a maximum of \$1200.00 per fiscal year for use of associated with any mode of transportation to get to and from work. Costs can be taken incrementally or in a lump sum, as per the employee's request once they have submitted their receipt for their associated costs.

## **ARTICLE 35**

### **DURATION OF AGREEMENT AND COLLECTIVE BARGAINING**

- 35.01** Unless otherwise expressly provided herein, this Agreement will take effect on the date of ratification, and continue until October 31, 2023. This Agreement will remain in effect thereafter until a replacement Agreement comes into force.
- 35.02 Notice to Commence Collective Bargaining**
- (a) Either party may give the other notice in writing of its intention to commence bargaining with a view to striking a new Agreement not less than 60 nor more than 120 days prior to the expiry date of this Agreement. At the first meeting between the parties following such notice, the parties will simultaneously exchange their respective total proposal,

whereupon neither party will table any further new and unrelated proposal except by mutual agreement. Notwithstanding the above, the parties may, by mutual agreement, adopt a different procedure.

- (b) Where notice to commence collective bargaining has been served by either party, a negotiating committee will be appointed normally consisting of 3 persons appointed by the Employer and 3 persons appointed by the Union.
- (c) Any notice required will be deemed to have been sufficiently given or served if personally delivered or mailed in a prepaid registered envelope. Where notice is mailed in a prepaid registered envelope addressed to the appropriate party, it is deemed to have been received within 2 days of the date of mailing.
- (d) Notice for the purpose of this Agreement will be addressed in the case of the Employer, to the Staff Liaison, or in the case of the Union, to the Labour Relations Officer assigned to the bargaining unit.

### **35.03 Conclusion of an Agreement**

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

**35.04** Collective bargaining disputes will be settled in accordance with the provisions of the Labour Relations Code.

## **ARTICLE 36**

### **EMPLOYEE WELLNESS**

**36.01** The Employer will provide a maximum reimbursement of \$300 to each employee on an annual basis for the purpose of a gym membership and the employee's physical well-being. The Staff Liaison will use reasonable and discretion in which items are reimbursed.

## **ARTICLE 37**

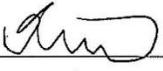
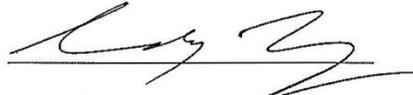
### **FLEX HOURS**

- 37.01** Staff will have access to 42 Flex Hours per calendar year. The Staff Liaison will be notified by an employee each time they use their Flex Hours. Use of more than 21 Flex Hours in a 30 day period will be discussed in consultation with the Staff Liaison.
- 37.02** Flex hours will reset each fiscal year. Any hours that are not used will be lost to the employee.

Signed this 6 day of Feb, 20162020.

**On behalf of the  
Non-Academic Staff Association**

**On behalf of the  
APIRG Board**

  
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## APPENDIX A

Effective February 10, 2020

Position	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Office Coordinator	\$25.00	\$26.25	\$27.56	\$28.94	\$30.39	\$31.91
Working Group Coordinator	\$25.00	\$26.25	\$27.56	\$28.94	\$30.39	\$31.91
Outreach Coordinator	\$25.00	\$26.25	\$27.56	\$28.94	\$30.39	\$31.91

### **Hourly Rates of Pay for Temporary and/or Casual Employees**

Category 1	\$ 17.50
Category 2	\$ 23.00
Category 3	\$ 28.75

### **Guidelines for the above categories:**

- Category 1: Employees hired to perform work that does not require any specific skill set.
- Category 2: Employees hired to perform work that may require certain defined skill sets, e.g. clerical, administrative, organizational, etc.
- Category 3: Employees hired to perform work that requires a certain specialized skill set, e.g. web design.

### **Annual Adjustments**

All hourly rates of pay outlined above will be adjusted upwards effective May 1<sup>st</sup> of each year of the term of this Agreement in accordance with the percentage change in fees paid to the Employer by the undergraduate students of the University of Alberta, as calculated based on Alberta's Consumer Price Index (CPI). In the event the CPI for a given year is a negative figure, the rates of pay will remain unchanged from the previous year's rates.

**APPENDIX B**

**Great-West Life  
Schedule of benefits**

*Alberta Public Interest Research Group*

***Basic Life Insurance - All Classes***

Coverage Type:	Flat Amount		
Coverage Amount:	\$25,000		
Reduction Schedule:	<u>Reduce to</u>	<u>At Age</u>	<u>Rounding Amount</u>
	50%	65	\$500
Maximum:	\$25,000		
No Evidence Maximum:	\$25,000		
Waiver of Premium:	Standard - 6 Months any job		
Termination (Age):	71		

***Accidental Death & Dismemberment - All Classes***

Same As Life:	Yes		
Coverage Type:	Flat Amount		
Coverage Amount:	\$25,000		
Reduction Schedule:	<u>Reduce to</u>	<u>At Age</u>	<u>Rounding Amount</u>
	50%	65	\$500
Maximum:	\$25,000		
Termination (Age):	71		

***Healthcare - All Classes***

Single Deductible:	\$0
Family Deductible:	\$0
Combined with Dental	No
Combined with Vision	No
Apply to GWL Drugs:	Yes
Apply to Hospital:	No
Hospital Room:	Semi-Private
Overall Coinsurance:	100%
Lifetime Max:	Unlimited

<b><i>Benefit Category</i></b>	<b><i>Coinsurance</i></b>	<b><i>Maximum</i></b>
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Hospital	100%	Semi-Private
Nursing	100%	\$10000 / Year
Out of Country	100%	Covered
Hearing Aids	100%	\$700 / 5 Years
Global Medical Assistance	100%	Covered
Best Doctors	100%	Covered
Diagnostic Services	100%	Unlimited

<i>Paramedical Coverage</i>	<i>Coinsurance</i>	<i>Maximum</i>	<i>Max (\$) per Visit</i>
Chiropractor	100%	\$300	Reasonable & Customary
Dietician	100%	\$300	Reasonable & Customary
Physiotherapist	100%	\$300	Reasonable & Customary
Podiatrist/Chiropracist	100%	\$300	Reasonable & Customary
Psych/Social Worker Comb	100%	\$300	Reasonable & Customary
Speech Therapist	100%	\$300	Reasonable & Customary
Osteopath	100%	\$300	Reasonable & Customary
Naturopath	100%	\$300	Reasonable & Customary
Masseur	100%	\$300	Reasonable & Customary
Acupuncturist	100%	\$300	Reasonable & Customary

***Additional Details***

Basic Coverage Includes:

- Licensed Ambulance Services
- Diagnostic Services
- Preferred Vision Services
- Rental or Purchase of the following medical supplies when prescribed by a physician:
  - Diabetic Supplies
  - Breathing Equipment
  - Orthopedic Equipment
  - Prosthetic Equipment
  - Mobility Aids

Out of Country Coverage

- Includes:
- Out-of-Canada Emergency Care
  - Non-Emergency Care Outside of Canada (when pre-approved)
  - Out of Province Care

***Drug Plan Type – All Classes***

Base Plan

Plan Type: Paper Reimbursement Plan 61  
 Coinsurance: 80%  
 Optional Drugs Vaccines: No

Other Plan Features

Single Deductible: \$0  
 Family Deductible: \$0  
 Drug Maximum Per Individual: Unlimited

*Visioncare - All Classes*

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Single Deductible:	\$0
Family Deductible:	\$0
Coinsurance:	
100% Benefit Period (Eye Examinations)	
Adult:	24 Months
Child:	12
Months Benefit Period (Lens, Frames, Contacts)	
Adult:	24 Months
Child:	12 Months
Coverage:	<u>Covered</u> <u>Maximum</u>
Eye Examinations	Yes        Reasonable & Customary
Lens, Frames, Contacts	Yes        \$300

*Dentalcare - All Classes*

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Single Deductible:	\$0
Family Deductible:	\$0 Coverage:
Basic	80%
Major	50%
Accidental Dental	
100% Maximum:	
Basic/Major combined max	\$1,500
Preventative Frequency:	1 Visit/9 Months
Scaling Units:	10
Oral Hygiene Instructions:	No
Fee Guide Year:	2010

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***Additional Details***

Basic Treatment

- Examinations, extractions, fillings
- Scaling
- Prophylaxis, fluoride treatment +X-rays
- Oral surgery
- Endodontics (root canal therapy)
- Periodontics (treatment of the gums)
- Denture relines, rebases and repairs
- Pit and fissure sealants
- Recall Examinations

Major Treatment

- Crowns and bridges
- Partial or complete dentures