

**COLLECTIVE AGREEMENT
BETWEEN**

**THE ONTARIO SECONDARY SCHOOL
TEACHERS' FEDERATION
REPRESENTING THE**

**ALGOMA UNIVERSITY
SUPPORT STAFF**

DISTRICT 35

and

**ALGOMA UNIVERSITY
BOARD OF GOVERNORS**

July 1, 2008 to June 30, 2010

Memorandum of Settlement

Between

Algoma University Board of Governors

And

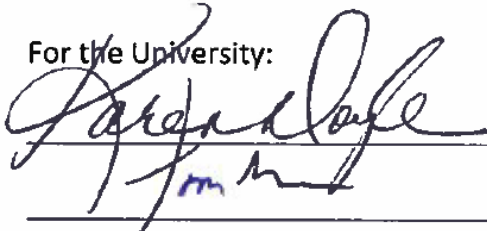
The Ontario Secondary School Teachers' Federation

Representing the


Algoma University Support Staff, District 35


- 1) The parties herein agree to the terms of this memorandum and attached documents as constituting full settlement of all matters in dispute.
- 2) The parties agree that the retroactive salary in accordance with article 25 shall be paid out no later than November 30, 2008.
- 3) The parties agree to recommend acceptance of this agreement to their respective parties.


For the University:





For AU/OSSTF:



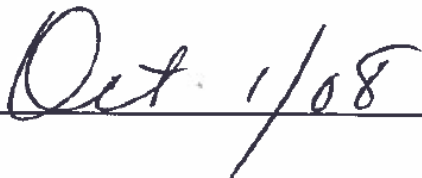








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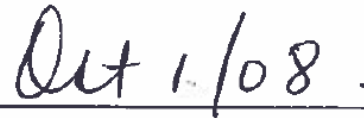


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ARTICLE 1 – PURPOSE AND SCOPE

- 1.01 It is the purpose of this Collective Agreement to set forth certain terms and conditions of employment relating to remuneration, hours of work, benefits and general working conditions, and to provide a process for the prompt and equitable disposition of all matters in dispute between the Union and the University herein after called the parties.
- 1.02 It is the expressed desire of the parties to promote the well being and security of all employees in the Bargaining Unit and to maintain harmonious and mutually beneficial relationships.
- 1.03 The parties recognize that it is in their mutual interest to foster a climate appropriate for the promotion of excellence in the University.

ARTICLE 2 – EFFECTIVE PERIOD

- 2.01 This Agreement shall be in effect from July 1, 2008 to June 30, 2010 and shall remain in effect from year to year thereafter unless either party gives notice to the other not more than ninety (90) days from the expiration date herein that it desire revision, modification or termination of this Agreement at its expiration date.
- 2.02 In the event that either Party gives notice as defined in Article 2.01, the Parties will meet to negotiate within thirty (30) working days or such other time as may be mutually agreed after the giving of such notice, and both Parties shall negotiate in good faith and make every effort to conclude a new Agreement.
- 2.03 This Agreement shall supersede all previous agreements. Amendments to the provisions herein contained shall be made only by mutual written consent of the parties.

ARTICLE 3 – RECOGNITION

- 3.01 The University recognizes the Ontario Secondary School Teachers' Federation (OSSTF), herein after called the Union, as the sole and exclusive bargaining agent authorized to represent and negotiate on behalf of all non-academic employees of Algoma University, save and except the following:
 - a) Directors and those above the rank of Director;
 - b) Persons employed in a confidential capacity in matters related to labour relations, which include the Administrative Assistants to the President, Academic Dean and Director of Administration, and the Coordinator of Human Resources;

- c) Academic staff including faculty, academic coordinators and laboratory coordinators, and any other employee in respect of work performed teaching courses for credit or non-credit;
 - d) GLC - Athletic coaches and athletic instructors;
 - e) Co-op placement students and student assistants.
- 3.02 The Union recognizes the Negotiating Committee of the University as the official committee authorized to represent the University and to negotiate on its behalf for the purpose of this agreement.
- 3.03 The University recognizes the Negotiating Committee of the Algoma University Support Staff of OSSTF as the official committee authorized to represent the Union and to negotiate on its behalf for the purpose of this agreement.
- 3.04 The University recognizes the right of The Ontario Secondary School Teachers' Federation to authorize the Bargaining Unit or any other advisory agent, counsel, solicitor or duly authorized representative to assist, advise or represent them in all matters pertaining to the negotiation and administration of the Collective Agreement.
- 3.05 The Union recognizes the right of the University to authorize any other advisory agent, counsel, solicitor or duly authorized representative to assist, advise, or represent them in all matters pertaining to the negotiation and administration of this Collective Agreement.
- 3.06 No employee shall be required or permitted to make a written or verbal agreement with the University or its representatives which may conflict with the terms of this Collective Agreement.
- 3.07 The University shall not make any written or verbal agreement with any employee in the Bargaining Unit which conflicts with the terms of this Collective Agreement.

ARTICLE 4 – MANAGEMENT RIGHTS

- 4.01 The Bargaining Unit acknowledges that the prime function of the University is to provide teaching and research services and facilities to its students and faculty members.
- 4.02 Save and except to the extent specifically modified or limited by any provision(s) of this Agreement, the right and responsibility to manage the business of the University is vested solely and exclusively with the University. The University agrees that it will not exercise its management rights in a manner that is arbitrary, unreasonable, or discriminatory or that is inconsistent with the terms and provisions of this Agreement or the prevailing statutes governing employment in the Province of Ontario.

- 4.03 Without limiting the generality of the above, management's exclusive rights include, but are not limited to:
- a) Administer the personnel policies of the Collective Agreement, hire, reprimand, suspend, discharge, or otherwise discipline for cause, subject to grievance;
 - b) Promote, demote, transfer, retire, layoff or recall employees;
 - c) To determine the requirements of a job, and qualifications for the position and the standards of the work to be performed;
 - d) To expand, reduce, alter, combine, transfer or cease any job, department, operation or service, within the framework of the Collective Agreement and by consensus of agreement of the Joint Consultative Committee;
 - e) To determine the size and composition of the work force;
 - f) To make or change rules, policies and practices consistent with the terms of this Collective Agreement;
 - g) To maintain order and efficiency and generally administer the day-to-day operations of the University and direct the work force consistent with the terms of the Collective Agreement.

4.04 Discipline and Discharge

- a) The University agrees that no member who has completed the probationary period shall be disciplined, suspended or discharged, except for just cause.
- b) The University recognizes the right of members of the Bargaining Unit to have OSSTF representative(s) present during meetings with the University representative(s) where the conduct or competence of the member is being considered.
- c) Members disciplined subsequent to completion of the probationary period will receive first a written warning, then a suspension or a second written warning in lieu thereof, and will have had an opportunity for counselling within the department or elsewhere prior to discharge.
- d) At any time of disciplinary action being initiated by the Employer, a meeting between the Management Officer and the employee with Union representation will be convened.

- e) Members who are disciplined shall be sent a letter confirming the discipline with the reasons for the discipline within two (2) days after the discipline is imposed. Disciplinary letters shall be forwarded to the Bargaining Unit at the same time as the letter is forwarded to the employee.
- f) No member of the Bargaining Unit shall be involved in the discipline of another Bargaining Unit member.
- g) Prior to disciplinary action being initiated by the employer, probationary employees will be subject to a performance review. Notwithstanding the discipline or discharge of a probationary employee shall be done in good faith and at the sole discretion of the University.

ARTICLE 5 – UNION MEMBERSHIP AND FEE DEDUCTION

- 5.01 The Union and the University acknowledge that it is the right and the privilege of any staff member in the Bargaining Unit to become a member of the Union. All members of the Bargaining Unit shall be members of OSSTF. All permanent full-time, permanent part-time, temporary, limited term, and casual employees covered by this Agreement shall pay union dues to OSSTF.
- 5.02 On each pay date which an employee receives a pay cheque the University shall deduct from each employee the OSSTF dues and any dues chargeable by the Bargaining Unit or an equivalent amount. The amounts shall be determined by OSSTF and/or the Bargaining Unit in accordance with their respective constitutions and forwarded in writing to the University at least thirty (30) days prior to the expected date of change.
- 5.03 The OSSTF dues deducted in accordance with 5.02 shall be remitted to the Treasurer of OSSTF at 60 Mobile Drive, Toronto, Ontario M4A 2P3 no later than the fifteenth day of the month following the month in which the deductions were made. Such remittance shall be accompanied by a list identifying the employees, their S.I.N. numbers, the amounts deducted, and the number of days worked.
- 5.04 Dues specified by the Bargaining Unit in accordance with 5.02, if any, shall be deducted and remitted to the Treasurer of OSSTF District 35, Algoma University Support Staff no later than the fifteenth day of the month following the month in which the deductions were made. Such remittance shall be accompanied by a list identifying the employees, their S.I.N. numbers, the amounts deducted, and the number of days worked.
- 5.05 OSSTF and/or the Bargaining Unit, as the case may be, shall indemnify and hold the University harmless from any claims, suits, attachments and any form of liability as a result of such deductions authorized by OSSTF and/or the Bargaining Unit.

ARTICLE 6 – JOINT CONSULTATIVE COMMITTEE

6.01 There shall be a Joint Consultative Committee to be comprised of three (3) representatives of the Bargaining Unit and three (3) representatives of the University. The Director of Human Resources and the Bargaining Unit President shall be ex-officio members of this Committee and will count as two (2) of the six (6) members. Either side may appoint, on a temporary basis, one replacement representative based on availability of the selected representatives.

The Joint Consultative Committee shall be chaired jointly by a representative of the Bargaining Unit and a representative of the University administration, who shall together be responsible for the preparation and distribution of agenda for meetings, and who shall alternate in presiding over the meetings.

A quorum for the Joint Consultative Committee shall be four (4) of its members, with a minimum of two (2) members representing each of the University administration and the Bargaining Unit.

6.02 The Joint Consultative Committee shall attempt:

- a) to develop and maintain a spirit of cooperation and mutual respect;
- b) to review matters arising from the administration, interpretation and operation of the Agreement and other matters of mutual concern but excluding any dispute which is currently being resolved under the grievance procedures in this Collective Agreement;
- c) to facilitate better working relationships between the University and the OSSTF Algoma University Support Staff;
- d) to foster better communication between the various components of the University community;
- e) to encourage career development opportunities and job enhancements;
- f) to develop measures in order to alleviate and minimize any adverse impact including but not limited to job restructuring, duties normally performed by members of the Algoma University Support Staff and terms of employment.

6.03 The Joint Consultative Committee (JCC) may meet by mutual agreement and on an ad hoc basis with an agenda to be agreed upon at the beginning of each meeting. In addition, a formal request by the co-chair of either party for a meeting will be honoured by the other party within seven (7) working days. In the event of a formal request to meet, each member of the Committee shall receive notice not less than five (5) working days before the scheduled meeting, and shall receive the agenda of the meetings at least forty-eight (48) hours in advance. Minutes of the Joint Consultative Committee (JCC) meetings will be taken

in simple point form describing items of discussion, areas of disagreement, areas of agreement and actions to be taken.

ARTICLE 7 – FREEDOM FROM DISCRIMINATION

- 7.01 The parties agree that in accordance with the Ontario Human Rights Code there shall be no discrimination, interference, restriction, or coercion exercised or practiced with respect to any member of the Bargaining Unit in any matter concerning the application of the provisions of this Agreement by reason of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, record of offences, marital status, same-sex partnership status, family status, political or religious affiliations, whether one has children or disability.
- 7.02 The University shall not discriminate against, interfere with, restrict or coerce any member of the Bargaining Unit by reason of the member's activity in the Union.
- 7.03 No employee shall be required to perform any duties of a personal nature not connected with the approved operations of the University.

ARTICLE 8 – NO STRIKES OR LOCKOUTS

- 8.01 The Union agrees that there shall be no strikes and the University agrees that there shall be no lockouts during the term of the Agreement.
- 8.02 No Bargaining Unit member shall be required to perform work of another employee who is lawfully on strike

ARTICLE 9 – NEGOTIATING TEAMS

- 9.01 The respective negotiating teams of the parties to this Agreement may number up to four (4) persons, excluding persons acting on behalf of or assisting the teams.
- 9.02 Members of the Negotiating Committee shall not absent themselves from their regular duties without obtaining prior approval from their Management Officer for all negotiating meetings other than scheduled negotiations with the employer. The University agrees to maintain the pay of such persons on approved absence for all reasonable time so spent but only for such hours that are straight time regularly scheduled working hours. There shall be no charge to the Union for members of the negotiation team attending scheduled negotiating meetings.

ARTICLE 10 – DEFINITIONS

Probationary Period

- 10.01 All new employees covered by this Agreement, shall work a probationary period of four (4) months from their date of hire.
- 10.02 Upon successful completion of the probationary period, new employees shall be considered permanent employees.

Probationary Employee

- 10.03 The term “probationary employee” when used in this Agreement refers to an employee within the Bargaining Unit who has not completed the probationary period outlined in 10.01.

Permanent Employee

- 10.04 The term “permanent employee” when used in this Agreement refers to an employee who has successfully completed the probationary period outlined in Article 10.01.

Permanent Full-Time Employee

- 10.05 The term “permanent full-time employee” when used in this Agreement refers to an employee who has completed the probationary period and works either a 35 or 40-hour week on a continuing year-round basis or 1820 or 2080 hours per year with no termination date anticipated at the time of appointment.

Permanent Part-time Employee

- 10.06 The term “permanent part-time employee” when used in this Agreement refers to an employee who has completed the probationary period and works 14 hours or more, but less than 35 hours per week on a continuing year-round basis with no termination date anticipated at the time of appointment.

Temporary Employee

- 10.07
- a) The term “temporary employee” when used in this Agreement refers to a member of the Bargaining Unit who is hired to replace a permanent employee on approved leave as outlined in this Agreement. A temporary employee shall be employed in a replacement position which extends for a minimum of twenty (20) work days to a maximum of twenty-four (24) months.

- b) Written notification of the term and duties of all temporary positions shall be submitted to the Joint Consultative Committee for review two weeks in advance of any job posting.
- c) No position shall be filled for one or several periods in excess of twenty-four (24) months by renewing a temporary employee's appointment or by appointing a series of temporary employees.
- d) Permanent full-time or part-time positions originally posted as temporary which exceed twenty-four (24) months duration either consecutive or cumulative must be posted as permanent and open to application as detailed in Article 29 - Job Postings.
- e) Temporary employees shall be entitled to apply for other job postings as internal applicants during the last month of employment and for forty (40) working days beyond the end of the temporary position. If successful, the candidate shall be credited seniority and service from the commencement of the temporary position.

Limited Term Employees

- 10.08
- a) The term "limited term employee" when used in this Agreement refers to a member of the Bargaining Unit who is hired for a definite term or task that is expected to last no more than twenty-four (24) months with a termination date set at the commencement of such term or task. Limited term employees shall be hired using non-base financing available from special grants, directed program funding, or funds available from outside the University's operating or ancillary budgets. Subject to the following procedures and conditions, the parties agree that in such circumstances the University may employ up to five (5) FTE (full time equivalent) in limited term positions.
 - b) Limited term positions shall not normally exceed five (5) FTEs. The number of limited term positions may be increased to seven (7) FTEs with the mutual consent of the parties. Limited term positions shall not normally exceed twenty-four (24) months. Under exceptional circumstances the limited term may be extended by mutual consent of the parties.
 - c) The term "limited term employee" also refers to an individual who is hired to perform a specific recruitment task. The University may employ up to two (2) additional such employees whose duties shall not exceed a maximum duration of four (4) calendar months in any one contract year. These employees may be funded from internal operating dollars.
 - d) Externally-funded limited term appointments may be made where the proportion of non-base or non-operating funding is at least seventy percent (70%) of the total wages / salary of the position. Externally-funded positions with funding under seventy percent (70%) shall require mutual consent of the parties.

- e) If allowed by the conditions of the funding, limited term appointments shall initially be posted internally in accordance with the provisions of the Collective Agreement, and internal candidates shall be considered prior to the consideration of external applicants.
- f) If allowed by the conditions of the funding, limited term positions will be classified by the Joint Job Classification Committee.
- g) Limited term employees shall be entitled to apply for other job postings as internal applicants during the last month of employment and for forty (40) working days beyond the end of the limited term position. If successful, the candidate shall be credited seniority and service from the commencement of the limited term appointment.

Casual Employees

10.09 A “casual employee” is an individual hired to work on an irregular basis during periods of heavy workload or to replace permanent employees absent due to illness, statutory holidays, vacation, or who have not reported for work on their assigned schedule. A casual employee will not be hired for a period exceeding twenty (20) days consecutive or eighty (80) days cumulative during any one contract year. The number of consecutive days may be extended up to ten (10) days by mutual consent of the parties.

Casual positions shall not normally exceed six (6). The number of casual positions may be increased to eight (8) for periods of up to five (5) consecutive working days with the mutual consent of the parties.

A list of all casual employees will be submitted to the Joint Consultative Committee annually no later than June 30th.

When casual employees apply for other University positions, they shall be considered external applicants.

Student Employees

10.10 a) **Co-op Placements**

Co-op placements are “training” positions designed to perform duties related to the academic program and services. Co-op placements performing work related to the Bargaining Unit shall not exceed twelve (12) in any academic year.

A list of co-op placements will be submitted to the Joint Consultative Committee annually no later than June 30th.

b) Student Assistants

Positions of less than twenty-one (21) hours per week will be made available to full-time or part-time students currently enrolled at Algoma University.

The University shall not employ more than twenty-five (25) student assistants in total in any academic term in areas primarily supervised by Bargaining Unit members. These positions will be designed to facilitate the work of Bargaining Unit members by providing direct assistance and support to them.

A list of all student assistant positions from the past academic year as well as a list of anticipated student assistant positions for the current academic year will be submitted to the Joint Consultative Committee annually no later than June 30th.

10.11 University Action Plan

The University recognizes the importance of mutual collaboration between employee and supervisor to have one on one discussion, a minimum of once per year to facilitate the planning and development of the strategy for goals and actions consistent with the University's strategic goals with regular follow up as required.

A format for goals and direction will be designed by the University in consultation with the Joint Consultative Committee (JCC) and reviewed annually. This tool will be used by all parties to cultivate and nurture targeted discussion about their tasks, goals, aspirations, interests and professional development.

The University and the employees will each keep a copy of the agreed upon plan for subsequent discussions and follow up.

10.12 Employee Standby

Employee standby is voluntary within each department. It is the time defined outside the regularly scheduled shift during which an employee is contacted by telephone for an answer to a work situation, however the employee does not necessarily need to come in to the university. There is an expectation of "best effort" to provide assistance.

Overtime for standby is rounded up to the next 15 minute interval. e.g. 5 minute rounded up to 15 minutes; 15 minutes rounded up to 30 minutes.

ARTICLE 11 – GRIEVANCE AND ARBITRATION

11.01 General

It is the mutual desire of the parties that all complaints and grievances be addressed as quickly as possible. Any difference concerning the interpretation, application, administration or alleged violation of the provisions of this Agreement, including any question as to whether a matter is arbitrable, shall be dealt with as outlined below.

11.02 No individual member or members of the Union or the University may initiate a grievance except through the appropriate party.

11.03 Definition:

- a) Complaint – A “complaint” shall mean any dispute between a member of the Bargaining Unit and the University concerning the interpretation, application or administration of the terms of this Agreement.
- b) Grievance – A “grievance” shall be defined as any difference or dispute arising between the parties concerning the interpretation, application, administration or alleged violation of this Agreement.
- c) Group Grievance – A “group grievance” is one in which two or more employees allege that a specific provision or interpretation of the Agreement has been violated. A group grievance shall be presented directly at step one (1) of the grievance procedure.
- d) Policy Grievance – A “policy grievance” is one which involves a dispute between the Parties over the interpretation, application or administration of the Agreement in whole or in part. A policy grievance shall be presented directly at step one (1) of the grievance procedure.

11.04 Informal Procedure

A member may initiate a complaint with the Management Officer involved in the problem within five (5) working days of the occurrence of or awareness of the matter. The member will meet with the appropriate Management Officer to discuss the complaint. The member may be accompanied by an authorized member of the Union. By agreement of those present, additional informal meetings may be scheduled. The Management Officer shall answer the complaint in writing within five (5) working days from the last informal meeting date.

11.05 **Formal Procedure**

Where the informal attempts to resolve the matter outlined in 11.04 have failed, the following procedure shall apply:

Step 1

The Bargaining Unit may initiate a written grievance to the Director of Human Resources within seven (7) working days of receipt of the Management Officer's reply in 11.04.

The grievance shall contain:

- a) a description of how the alleged dispute is in violation of the Agreement; and
- b) the clauses in the Collective Agreement alleged to be violated; and
- c) the relief (remedy) sought; and
- d) the signature of the duly authorized official of the Bargaining Unit.

The Director of Human Resources may call a meeting with the grievor who shall be accompanied by an authorized member of the Union. The Director of Human Resources shall provide a written answer to the grievance within seven (7) working days following receipt of the grievance.

Step 2

If the reply of the Director of Human Resources is unacceptable to the Bargaining Unit, the Bargaining Unit may apply for arbitration within twenty (20) working days after the decision under Step 1.

- 11.06 a) Timelines may be extended by written mutual agreement at any stage of the grievance/arbitration proceeding.
 - b) In the event that the University fails to reply to a grievance within the prescribed time limits at any step without having mutually agreed upon an extension of the time limits, the Bargaining Unit may submit the grievance to the next step of the grievance/arbitration procedure.
- 11.07 When a grievance has been settled, a record shall be made of the agreement reached and shall be signed by representatives of both parties. Copies shall be maintained by the Union and the Director of Human Resources.

11.08 **Arbitration**

The party desiring arbitration shall notify the other party in writing of its desire to submit the difference or allegation to arbitration and the notice shall contain the name of the first party's appointee to an arbitration board. The recipient of the notice shall within five (5) days inform the other party of the name of its appointee to the arbitration board. The two appointees so selected shall, within ten (10) working days of the appointment of the second of them, appoint a third person who shall be the chair. If the recipient of the notice fails to appoint an arbitrator, or if the two appointees fail to agree upon a chair within the time limited, the appointment shall be made by the Minister of Labour for Ontario upon the request of either party. The arbitration board shall hear and determine the difference or allegation and shall issue a decision and the decision is final and binding upon the parties and upon any employee or employer affected by it. The decision of a majority is the decision of the arbitration board, but if there is no majority the decision of the chair governs.

11.09 No person shall be selected as a Nominee or Chairperson who has been involved in an attempt to negotiate or settle the grievance in process.

11.10 The Parties may agree in writing to submit the grievance to a mutually agreed upon single arbitrator rather than to an arbitration board.

A grievance may be submitted to expedited arbitration under Section 49 of the *Labour Relations Act*.

11.11 The single Arbitrator or Board of Arbitration shall have the power to modify penalties, including discharge and disciplinary penalties, and take whatever action, or make whatever decision, it considers just and equitable in the circumstances. In no event shall the single Arbitrator or Board of Arbitration have the power to alter, modify or amend this Agreement in any respect.

11.12 **Cost of Arbitration**

The fees for a single Arbitrator, or a Chairperson of a Board of Arbitration, shall be shared equally by the parties.

11.13 There shall be no reprisals of any kind taken against any Member because of participation in the grievance or arbitration procedure under this Agreement.

11.14 Should the investigation or processing of a grievance require that an involved Member and/or Bargaining Unit representative be released from regular duties, the Member shall be released without loss of salary or benefits.

ARTICLE 12 – SENIORITY

- 12.01 Seniority is defined as the length of continuous service in the Bargaining Unit since date of last hire. Seniority shall operate on a Bargaining Unit-wide basis.
- 12.02 Seniority for all employees shall commence from the first day of continuous employment provided that the employee has successfully completed the probationary period and shall cease when an employee's employment with the University is terminated.
- 12.03 Seniority shall not include those periods of employment as a casual employee.
- 12.04 The University shall establish a seniority list for members of the Bargaining Unit by start date showing each member's name, hire date, position and classification.
- a) Such seniority list shall be arranged from the most senior to most junior.
 - b) The seniority list shall be posted on bulletin boards to which all employees have access.
 - c) Such list shall be brought up to date and sent to the President of the Bargaining Unit by September 1st and March 1st of each year.
 - d) In compiling the seniority list for the first time, following date of ratification, all ties shall be broken by lot mutually agreed upon by the Employer and the Bargaining Unit. Such order ranking shall be the order on the seniority list from that date forward.
- 12.05 For newly hired members to the Bargaining Unit from date of ratification, all ties shall be broken as follows:
- a) if two (2) or more members have the same date of hire, the member with the most total experience with the Employer shall be considered the most senior;
 - b) if still tied, the seniority standing of the member shall be determined by a method of lot mutually agreed upon by the Employer and the Bargaining Unit.
- Such ties shall be broken at the next time of updating the seniority list and shall remain in such rank order from that time forward.
- 12.06 Any questions as to the accuracy of the seniority list must be submitted by the Bargaining Unit to the Director of Human Resources, in writing, within twenty (20) working days, of the posting of the list.
- 12.07 Employees employed on a part time basis shall accumulate seniority on a full time basis.
- 12.08 A member will continue to accumulate seniority under the following conditions:
- a) during an absence due to illness or injury up to a maximum of thirty-six (36) months
 - b) while on WSIB (Workplace Safety and Insurance Board);
 - c) while on an approved paid leave of absence as provided under this Agreement.

12.09 In cases of appointment, transfer, promotion and in the advancement of employees to higher classifications where qualifications such as skill, experience, training and the ability to perform the required task relating to the position applied for are deemed to be equal, seniority shall be the determining factor. Seniority rights shall apply to reduction of employees and to allocation of vacations, and to such other matters as set forth in this Agreement.

12.10 A member will lose seniority standing under the following conditions:

- a) if the member terminates employment with the University;
- b) if the member is discharged and such discharge is not reversed through the grievance/arbitration procedure or other legal procedure available to the member;
- c) if the member fails, after a layoff, to return to work within the designated number of days as per this Agreement;
- d) if a member is laid off by the University and has exhausted all rights of recall;
- e) three (3) months after the member accepts a permanent position with the University outside the Bargaining Unit.

NOTE: Seniority for temporary and limited term employees shall commence as of July 1st 2003.

ARTICLE 13 – HOURS OF WORK

13.01 The work week for permanent full-time employees is thirty-five (35) hours worked in five (5) consecutive days of seven (7) hours each Monday through Friday. In the case of permanent full-time physical plant employees the normal hours of work shall be forty (40) hours per week worked in five (5) consecutive days of eight (8) hours each Monday through Friday.

Any hours which are scheduled outside of normal office hours (8:00 am to 5:00 pm, Monday through Friday), will be subject to a shift differential as defined in Article 27.

13.02 Each permanent thirty-five (35) hour full-time employee shall be entitled to a one (1) hour unpaid lunch break scheduled as close as possible to the mid-point of the employee's workday. Each forty (40) hour permanent full time employee shall be entitled to a one half (½) hour paid lunch scheduled as close as possible to the midpoint of the employee's work day. Changes in the employee's lunch hour may be negotiated with the mutual consent of the Management Officer, employee and the Bargaining Unit.

- 13.03 Each employee shall be entitled to one fifteen (15) minute paid break per half day worked. Breaks may not be accumulated as overtime nor used in order to leave work before the scheduled time.
- 13.04 The University shall give all part-time employees a paid lunch period of thirty (30) minutes, provided they are required to be on call during that time, scheduled as close as possible to the midpoint of the employee's work day.
- 13.05 If an employee arrives late for a scheduled shift due to an emergency, in consultation with the appropriate Management Officer, the employee shall make up the time either by staying late to work the required number of hours or arriving early or staying late on subsequent shifts to make up the time difference. The employee also has the option of deducting the number of minutes or hours the employee was late from accumulated overtime. The time must be made up or deducted from overtime within one (1) week of the day on which the employee arrived late for work.
- 13.06 The University and the Bargaining Unit recognize that by the nature of the University's operation, hours of work in some employee areas can not conform to normally accepted business hours.
- 13.07 Work schedules involving either changing the normal work week, split shifts, extended work weeks and/or extended workdays will be determined by the University. The University agrees to present any such changes to the Joint Consultative Committee for dialogue at least one (1) month prior to implementation.

Where operation hours include Saturday and/or Sunday, the University shall schedule for each staff member at least two (2) consecutive days of rest per week.

If a staff member has special and legitimate reasons which would justify some variation in the standard work day/work week, these reasons shall be discussed with the Management Officer and approved by the Director of Human Resources. Reasonable efforts shall be made to accommodate such requests.

- 13.08 When scheduling work made available due to employee absences caused by illness, vacations, or staffing emergencies, the University agrees to offer such work to:
- a) part-time or temporary employees not working full time who have the knowledge, skills and ability to perform the work, on a seniority basis; and then to
 - b) casuals who have the knowledge, skills and ability to perform the work.

ARTICLE 14 – LEAVES OF ABSENCE

The University shall grant a paid leave of absence in the following situations:

14.01 Jury Duty/Subpoena

An employee who is required to be absent because of jury duty in the District of Algoma or who is summoned to be a witness or attend a hearing, including a divorce hearing, by any body in Canada with the power to subpoena, shall be subject to neither loss of pay nor deductions from sick leave credit provided the employee:

- a) notifies the University in a timely fashion;
- b) provides proof of service requiring his/her attendance;
- c) and deposits with the University the full amount of compensation received by the employee excluding mileage, travel and meal allowances.

14.02 Quarantine

Leave with pay and without deduction from sick leave shall be granted to an employee for a period of quarantine when declared by the Medical Officer of Health.

14.03 Bereavement

Bereavement leave shall be granted upon application to the appropriate Management Officer without loss of pay or sick leave credits as follows:

- a) five (5) days for the funeral of a member's child, father, mother, brother, sister, spouse, common law or same sex partner, guardian, mother-in-law, father-in-law.
- b) three (3) days for the funeral of a member's fiancé/fiancée, grandparent (of member or spouse), brother-in-law, sister-in-law, daughter-in-law, son-in-law, grandchild.
- c) up to two (2) days for the funeral of a member's uncle, aunt or close friend.

14.04 Marriage

An employee will be allowed a maximum of two (2) working days, to get married, without loss of pay.

14.05 Moving

An employee will be allowed a maximum of one (1) working day per twelve (12) month period to move residence.

14.06 Miscellaneous Leaves

- a) Two (2) days will be provided for personal leave on a twelve (12) month basis
- b) Permanent full-time employees with thirty (30) years of service or more will receive two additional personal leave days.

14.07 Medical Appointments

With the prior permission of their Management Officer, employees may be allowed an early departure from or late arrival at work to attend medical and dental appointments. Permission for such absences of no more than two (2) hours per occasion shall not be unreasonably withheld. Early consultation with Managers on each occasion is required to permit the organization of the workforce.

14.08 Union Leave

- a) The University shall grant a leave of absence to a member of the Union who has been elected or seconded to serve as an officer of OSSTF at the provincial or local level. The Union shall reimburse the University for the replacement costs of the salary and benefits for members on such leave.

At the end of the period of leave the member shall return to the same position held prior to the leave if it still exists or to a similar position following the procedure outlined in Article 34, Layoff and Recall.

- b) In addition to 14.08 (a), representatives of the Bargaining Unit shall be granted up to twenty (20) days per work year for carrying out Union business. Such leave shall be taken in blocks of not less than one-half ($\frac{1}{2}$) days with the written authorization of the Bargaining Unit President. The Union agrees to reimburse the University for the actual cost of the replacement (if any) for members absent under this provision.
- c) Requests for Union leave shall be provided, in writing, by the Bargaining Unit President to the Director of Human Resources with a copy to the immediate supervisor. The Director of Human Resources shall be notified at least one (1) month in advance of a leave of longer than one (1) month, and at least two (2) days in advance for a short term leave. Requests for Union leave shall not be unreasonably denied.
- d) The Union acknowledges that its representatives have duties to perform as Employees of the Employer, and agrees that no individual employee, other than the President, shall be granted more than ten (10) days off from work to attend to Union business annually as provided for in this Agreement. The Employer will grant Union Executive, Joint Consultative Committee, Joint Job Classification Committee and Negotiating Team members' sufficient paid time off from work to attend to normal Union business. All time

off from work for this purpose must be requested in advance from the appropriate Management Officer.

The Employer agrees to grant, without loss of normal salary, a two-hour lunch period to all members four (4) times during each contract year for the purpose of general Union meetings provided that the Director of Human Resources is advised five (5) working days in advance.

- e) If not on leave, the Bargaining Unit President, or designate, shall be allowed up to four (4) hours with pay, for time off to attend the funeral of an employee covered by this Agreement or the funeral of the employee's spouse or child.
- f) If not on leave, the Bargaining Unit President, or designate, shall be given a reasonable amount of time, during regular working hours, to meet at a mutually agreeable time with each new employee during the employee's first month of employment.

14.09 Unpaid Leaves of Absence

General:

A staff member may apply for a leave of absence without pay, providing that the staff member makes a written request stating reasons for the leave to the Director of Human Resources. Permission for such leave shall not be unreasonably withheld, subject to workload requirements. Subject to carrier approval and legislation, an employee on leave may continue to participate in the Employee Benefit Plan by paying the total cost of the applicable premiums to the University for any full month in which the employee does not work for and is not being paid by the University. The exception to this is pregnancy / parental leave as specified in the Employment Standards Act.

a) Leave of Absence for the Purpose of Career Development

Leaves of absence for the purpose of career development are encouraged. The Joint Consultative Committee, when required, will explore requests for career leaves that would prove of mutual benefit.

The University will also consider career development proposals, which enable a one-year leave as part of a "4 over 5" salary redistribution.

b) Long Term Leave of Absence

Provided a written request is submitted to the Director of Human Resources three (3) months in advance of the leave, an employee may be granted a leave of absence without pay for a period of up to one (1) year. Approval for such leave shall not be unreasonably withheld subject to workload requirements. Staff members shall return to the same

position or to a comparable position if the former position no longer exists at the end of this leave.

c) Short Term Leave

Leaves of absence without pay for periods of up to five (5) working days may be granted at the discretion of the appropriate Management Officer. All leaves of absence for periods of more than five (5) working days must be approved by the Director of Human Resources and the appropriate Management Officer.

If permission is not granted, the employee who does not report for work will be considered as absent without leave and shall be liable to the penalty described under absence without permission.

If permission is not granted, the employee is entitled to immediate written notification outlining the reasons for the denial signed by the appropriate Management Officer.

ARTICLE 15 – PATERNAL LEAVE

- 15.01 For absence occasioned by the birth or adoption of a son or daughter, the University shall grant, upon written request, a leave of absence without loss of salary, or sick days, for a period of five (5) days. This leave shall be granted on the following days: the day immediately prior to or following the birth, the day of the birth, the day(s) when the child comes into the care and custody of the parents.
- 15.02 Such leave request shall be made by telephone to the immediate supervisor, followed by a written request.

ARTICLE 16 – PREGNANCY/PARENTAL LEAVE

- 16.01 "Pregnancy Leave" means leave taken for purposes related to giving birth and/or recovering therefrom.
- 16.02 "Parental Leave" means leave taken for the purpose of caring for or adopting a child.
- 16.03 Following thirteen (13) weeks of continuous service, an employee shall be eligible for pregnancy and/or parental leave as defined in the Employment Standards Act.
- 16.04 An employee who intends to take Pregnancy/ Parental Leave shall notify the University with at least two (2) weeks notice in writing, of the dates on which the employee intends to leave and at least four (4) weeks notice, in writing, of the date on which the employees return to active employment. For Pregnancy Leave the actual dates may be altered for medical

reasons; for Parental Leave these dates may be altered depending, in the case of adoption, on the date on which a child becomes available.

- 16.05 An employee on Pregnancy/Parental Leave shall continue to be entitled to all rights, benefits and privileges which would have been received had the employee been actively employed, including, but not limited to: accumulation of credit for sick leave, seniority, and benefits.
- 16.06 An employee returning from Pregnancy/Short-term Parental Leave to active employment shall be reinstated to the same position in the same workplace held prior to the leave, if it still exists, or to a comparable position if it does not, in accordance with the Layoff and Recall procedure outlined in Article 34.
- 16.07 The timing and length of the leave to a maximum of seventeen (17) weeks for Pregnancy Leave and to a maximum of thirty-five (35) weeks, or thirty-seven (37) weeks if Pregnancy Leave is not taken, for Parental Leave shall be at the discretion of the employee.
- 16.08 Nothing in this Article shall remove from an employee any entitlement under the *Employment Standards Act*, or this Collective Agreement.
- 16.09 A member who suffers a pregnancy related illness and who furnishes the University with a certificate from a legally qualified medical practitioner shall qualify for sick leave during the illness. It is understood that employees entitled to sick leave benefits during either pregnancy leave or parental leave shall not have either leave extended or deferred (beyond any period proscribed under the Employment Standards Act) while in receipt of sick benefits.
- 16.10 During a period of Pregnancy/Parental Leave, an employee who has completed the probationary period will be eligible for payments made according to a Supplementary Employment Benefit Plan which provides for the following: for the first two (2) weeks, payments equivalent to ninety-five percent (95%) of the salary and allowances that would have been received had the employee not been on leave; and up to fifteen (15) additional weeks' payments equivalent to the difference between the Employment Insurance benefits, the employee is eligible to receive and ninety-five (95%) of the salary that would have been received had the employee not been on leave.

ARTICLE 17 – SICK LEAVE

- 17.01 The University shall maintain a sick leave plan for every employee who is a member of the Bargaining Unit.
- 17.02 The University shall maintain a record of each employee's credited and accumulated sick leave and shall inform employees in writing on or about July 1st of each year as to the crediting and accumulation of their sick leave.

- 17.03 a) Permanent full-time employees shall receive full pay for up to twenty-four (24) days in any contract year when the employee is absent due to sickness.
b) Permanent part-time employees are entitled to full pay for a period equal to the pro-rated portion of the twenty-four (24) days.
c) Temporary and limited term employees shall be entitled to sick leave benefits at the rate of two (2) days per month worked. Sick leave benefits for temporary employees are cumulative in the event of sickness, but are not cash redeemable.
- 17.04 Unused days in any contract year may be carried forward to a maximum of one hundred and twenty (120) days.
- 17.05 For any absence beyond the maximum available to the employee, the employee will receive seventy percent (70%) of regular pay for each day to a maximum of one hundred and twenty (120) working days in any contract year, or until such time as the provisions of the University's Long Term Disability Plan come into effect, which ever first occurs.
- 17.06 When an employee cannot work due to sickness, the Management Officer or designate must be notified within the first hour of the scheduled shift on the first day of absence.
- 17.07 An employee who is absent from work for five (5) or more consecutive days will be required to present a medical doctor's certificate to the appropriate Management Officer. When an employee is absent repeatedly over a period of time, the University may, with reasonable notice, request the employee provide an acceptable medical doctor's certificate stating to the extent possible the impact on the individual's ability to perform his/her duties and prognosis with respect to the employee's ability to return to work. If there is a charge for obtaining the medical doctor's certificate, the University shall reimburse the employee for such cost.
- 17.08 If requested by the University, prior to a return to work following an injury or illness-related absence of more than ten (10) working days, the employee will provide a written statement to the Director of Human Resources from the Medical Doctor that outlines:
- a) the employee is able to return to work on a full-time basis without restrictions or;
b) the employee is able to return to work, with the nature and duration of any work restriction described.
- 17.09 Should an employee become involved in an occupational accident and is covered by WSIB (Workplace Safety and Insurance Board), the employee shall not be entitled to sick leave benefits while in receipt of compensation.

ARTICLE 18 – TUITION FEES

- 18.01 Upon completion of the probationary period, all employees are eligible for a tuition waiver at one hundred percent (100%) of the existing rate, for credit courses offered by Algoma University. Such preferential rates shall also be applicable to their dependents and spouses. Dependents are defined as natural and/or adopted children up to the age of 25. Eligibility ceases at the end of the academic semester in which the dependant attains the age of 26.
- 18.02 If registration occurs during the probationary period, the employee will pay tuition fees but will be reimbursed the full amount after successful completion of probation.
- 18.03 If an employee, his or her spouse, or dependent is unsuccessful in the course(s) for which he/she is registered, he/she must successfully complete the next course at his/her own expense in order to re-establish this privilege.
- 18.04 If the University has requested a full-time member of the Bargaining Unit to enrol in a course outside the University, tuition and related costs will be paid at one hundred percent (100%) by the University.
- 18.05 Should an employee, who has completed five (5) years of continuous service to the University, die, leaving a spouse and dependent children, they (the spouse and dependent children) are entitled to all the benefits outlined in Article 18.01 for as long as the employee was in the employ of the University immediately prior to death.
- 18.06 Retirees will be eligible for the tuition waiver at one hundred percent (100%) of the existing rate as outlined in article 18.01 after twenty-five (25) years of service with the university.

ARTICLE 19 – COURSE ATTENDANCE

- 19.01 Employees taking courses at the University are encouraged to take them after working hours. Permission to take a course during working hours must be granted by the appropriate Management Officer before the course starts and provision made for the employee to make up the time lost while at class, unless the course is specifically required in order to perform the duties of the job. In cases where a course is necessary for the job, the time taken from normal work hours to complete the course does not have to be made up by the employee.

ARTICLE 20 – STATUTORY HOLIDAYS

20.01 RECOGNIZED HOLIDAYS: The following are the recognized holidays for which employees shall be paid at their regular rate of pay:

- | | |
|---------------------|-------------------|
| 1. New Year's Day | 2. Family Day |
| 3. Good Friday | 4. Easter Monday |
| 5. Victoria Day | 6. Canada Day |
| 7. Civic Holiday | 8. Labour Day |
| 9. Thanksgiving Day | 10. Christmas Day |
| 11. Boxing Day | |

The University will be closed at noon on December 24 and will reopen on January 2 with reduced staff between Christmas and New Years as in the past.

20.02 In order to qualify for payment of the holiday concerned, an employee must have worked the full regular scheduled hours of work on the work day immediately before the holiday and the full scheduled hours of work on the day immediately following the holiday. Exceptions to this will be documented illness of longer than three (3) days duration or alternative arrangements such as overtime or vacation days.

20.03 If a paid recognized holiday occurs during an employee's vacation, the employee will be granted an extra day off with pay.

ARTICLE 21 – VACATIONS

21.01 For the purpose of computing vacation credits, the date of June 30 of each year will be used as the anniversary date.

21.02 A permanent full-time employee with less than one year of service at June 30th will receive either vacation pay of four percent (4%) of earnings or a proportion of vacation entitlement that the period of service bears to a year. For example, a person who has worked for 4 months will receive either four percent (4%) of earnings or 1/3 of the appropriate vacation entitlement.

21.03 All employees will be eligible for the following vacation entitlements

- a) Permanent full-time employees with one (1) year, but less than five (5) years of service will receive three (3) weeks annual vacation at their regular pay.
- b) Permanent full-time employees with five (5) years, but less than, ten (10) years of service will receive four (4) weeks annual vacation at their regular rate of pay.
- c) Permanent full-time employees with ten (10) years of service but less than fifteen (15) years of service will receive five (5) weeks annual vacation at their regular rate of pay.

d) Permanent full-time employees with fifteen (15) years of service or more will receive six (6) weeks annual vacation at their regular rate of pay.

21.04 Vacation may not be carried forward into a subsequent calendar year without the prior written approval of the appropriate supervisor(s) and Human Resources. An employee may only accumulate annual vacation over a two (2) year period, provided the appropriate Management Officer has been informed in writing, has agreed in writing and the Director of Human Resources advised in the first year of this vacation agreement.

As an exception, an employee may accumulate annual vacation beyond a two (2) year limit for career development provided the employee, Management Officer and the Bargaining Unit have agreed to the proposal.

21.05 Applications for holidays during the year must be submitted in writing to the appropriate Management Officer before May 1 in each year. Employees shall be given the opportunity of stating their preference for their vacation period according to seniority, provided applications have been submitted by May 1. If an application for vacation has not been received by December 15th of a given year, the Management Officer will arrange a mutually agreeable vacation schedule with the employee to use up the existing balance.

21.06 An employee shall be entitled to receive, and shall normally take vacation in an unbroken period unless otherwise mutually agreed upon between the employee and the appropriate Management Officer.

21.07 Permanent part-time employees are entitled to four percent (4%) of earnings as vacation pay for each year of employment increasing to six percent (6%) of earnings as vacation pay after five (5) years. Should the employee so request, vacation entitlement will be granted in paid time off on a pro-rated basis. In all other instances, permanent part-time employees' vacation pay will be included on their semi-monthly pay cheque.

21.08 Temporary, Limited Term and casual employees will receive four percent (4%) of their earnings as vacation pay to be included on their semi-monthly pay cheque. Limited term and temporary employees may request that vacation entitlement be granted in paid time off.

21.09 When an employee is absent due to illness or injury as described in Article 17 for a period longer than six months, vacation entitlement shall be frozen and not accrue beyond the six-month period.

ARTICLE 22 – REGISTERED PENSION PLAN

- 22.01 All permanent full-time members of the Bargaining Unit shall be eligible to join the Algoma University Support Staff Group RRSP plan after completion of the period of probation if they so desire. Current details of the Group RRSP plan are available through the Payroll Department.
- 22.02 Permanent part-time, limited term and temporary employees are included in the Group RRSP plan as per the guidelines noted in Article 22.01.
- 22.03 The University will match employee contributions of 3%, 5% or 7 or 7.5% or 8%.

ARTICLE 23 – GEORGE LEACH CENTRE

- 23.01 All members of the Bargaining Unit are entitled to reduced membership fees at fifty percent (50%) of the community member's rate for use of the George Leach Centre.

Additional fees may be charged for instructional programs.

ARTICLE 24 – BENEFITS

- 24.01 The University agrees to administer the plan and benefits as set out in this Agreement, including the execution of appropriate payroll deductions for the members' share, if any.
- 24.02 The University pays the entire cost of the group insurance plan for all permanent full-time employees at date of hire.

For those employees who reach age 65, and beyond, the University will reimburse to the member the equivalent of the full monthly premium cost of benefits for a member under the age of 65, up submission of receipts for private insurance coverage for each benefit area.

- 24.03 The group insurance plan benefits include:
- a) Life Insurance and Accidental Death and Dismemberment Insurance based on 500% of basic annual earnings rounded up to the next higher \$1,000.00 with a maximum of \$250,000.00.
 - b) Life Insurance for dependents as follows:

Spouse	\$20,000.00
Children (each)	\$ 5,000.00
 - c) Long Term Disability is payable for permanent full and permanent part-time employees at the rate of seventy percent (70%) of basic monthly earnings with a maximum monthly

benefit to the employee of \$3,500.00. Further information is detailed in Article 17 and the Carrier Plan Booklet.

d) Permanent part-time employees are eligible for Long Term Disability coverage and the University will pay the entire cost of this coverage from the date of hire.

e) Drug and Health Services

The main provisions of this benefit include:

- Private room hospital accommodation
- 100% of prescribed drugs

f) Dental Plan

The plan shall provide payment of one hundred percent (100%) of routine dental work (Basic Services) (Comprehensive Basic) and fifty percent (50%) of the orthodontic and restorative dentistry (Major Restorative Service) (Orthodontic) based on the current O.D.A. rates.

g) Vision Care covers each family member at the rate of \$250.00 per person per two (2) year period.

h) Eye examinations for each family member at the rate of \$65.00 per person per two (2) year period.

NOTE: The items included in Article 24.02 are described only briefly and in very general terms. For more details, reference should be made to the Carrier Plan Booklet. Changes to the above are to be mutually negotiated.

24.04 Temporary and limited term employees will receive Drug and Health Services and Dental benefits from date of hire until the end of the term of their employment.

24.05 Permanent part-time, part-time temporary and part-time limited term employees have the options of receiving Drug and Health Services and Dental benefits on a cost sharing basis from the date of hire. The University portion of the cost sharing shall be on the basis of the proportion of working days that the employee regularly works.

24.06 The University may choose the carrier for the Group Insurance Plan and may switch carriers as they deem fit but the University guarantees that all group insurance will be equal to or better than existing coverage. The University shall subsidise all benefits, which are reduced or limited as a result of changing group insurance carriers.

24:07 Benefits Upon Retirement

Employees retiring prior to age 65, but having reached age 55, may continue in the University's benefit plan as outlined in article 24.03 until the end of the month following their 65th birthday providing they pay to the University the full monthly premium cost. Life Insurance under this provision will be two (2) times salary prior to retirement and the rate to be paid by the retiree will be the group rate charged by the carrier. Optional life insurance with the University and all LTD entitlement will cease at retirement.

24.08 Spousal Benefits

The spouse of a deceased member may have the option of retaining benefit coverage at the spouse's own cost under the Private Hospital Care, Extended Health Services and Dental plans under the following conditions:

- a) the spouse may elect to retain coverage within thirty-one (31) days of the date of death of the deceased member;
- b) coverage shall remain in effect for a maximum of two (2) years from the date of death of the deceased member. Coverage shall be cancelled the first day of the month following the spouse's sixty-fifth (65th) birthday or upon remarriage;
- c) the spouse shall pay to the University the premiums, in a manner arranged between the parties;
- d) if the spouse withdraws from coverage at any time, then the spouse will be ineligible to re-enrol in coverage;

24.09 The University shall provide the Union with a current copy of information booklets which cover the benefits outlined in this Article.

ARTICLE 25 – SALARY

25.01 Members of the Bargaining Unit shall be paid twice monthly as follows:

The last banking day on or prior to the 15th of each month; and
The last banking day on or prior to the last day of the month.

25.02 Newly hired employees will normally be placed at increment level one (1) of the appropriate job class. In some circumstances it may be necessary to implement step increases in order to be successful in hiring the best candidate. The following hiring criteria has been established to determine the most appropriate level at the time of hire at the discretion of management:

- Step One Capable of carrying out the duties as stated within the job description with the appropriate training. Experience is between zero (0) and two (2) years above the minimum requirements of the job description.
- Step Two Experienced in carrying out the duties as stated within the job description with some training required. Experience is between two (2) and four (4) years above the minimum requirements as stated in the job description.
- Step Three Accomplished in implementation procedures of duties within the job description. Little or no training is required. Experience is four (4) or more years above the minimum requirements as stated in the job description.

No new employee will be offered a starting salary greater than at step three. Copies of offer letters will be provided to the Bargaining Unit President following hire.

- 25.03 Employees will advance from their present level to the next level set out in the salary schedule twelve (12) months after they last advanced on their anniversary date, until they reach their maximum salary.
- 25.04 a) An employee who accepts a position with a higher rated classification within the Bargaining Unit will receive no less an increase in salary than the equivalent of one step in the previous classification, provided that it does not exceed the maximum salary of the classification of the new position.
- b) The anniversary date of a member accepting a position classified at a higher salary level, shall not change as a result of the change in position.

Compensation

25.05 Salary Schedule

Increase Salary Scale as follows:

July 1, 2008	July 1, 2009
3.25%	3.5%

25.06 Casual Salary Schedule

Casual employees will be paid an hourly rate of:

2008/09	\$15.16
2009/10	\$15.69

The salary schedule for each job is attached as Appendix 1

ARTICLE 26 – OVERTIME

- 26.01 If overtime is required due to the nature of the employee’s responsibilities, it must be approved by the Management Officer concerned. An employee will receive time off for approved overtime, at a mutually agreed time, after the over-time hours have been worked. All authorized hours worked in a week in excess of thirty-five or forty will be compensated in time off at one and a half times the number of hours worked.
- 26.02 a) Permission to take time off by the appropriate Management Officer for accumulated overtime will not be withheld. Where scheduling considerations deem it necessary, other overtime compensation may be arranged and authorized by the appropriate Management Officer. Time off for overtime worked cannot be banked beyond a twelve (12) month time period.
- b) Accumulated overtime may be carried over to the next payroll year to a maximum of two (2) weeks. Application for discharge of overtime must be made to the appropriate Management Officer prior to April 1. Any lieu time that is either not carried over by the employee or is in excess of two (2) weeks will be paid to the employee on the last cheque of the payroll year.
- 26.03 Overtime worked may be taken in time off or money at the employee’s discretion.
- 26.04 If an employee is required to work overtime on a statutory or paid holiday, as defined in this Agreement, then the employee is entitled to a rate of two (2) times the employee’s regular hourly rate.
- 26.05 An employee who is called in to work on an unscheduled basis shall receive a minimum of four (4) hours pay for the “call back”.
- 26.06 Overtime shall be voluntary (except in cases of emergency) and the University, where possible, will endeavour to notify employees twenty-four (24) hours in advance of any overtime which may be required. The parties agree that the employer may expect a reasonable amount of overtime work from employees.
- 26.07 Overtime shall be accumulated in 15-minute intervals.

ARTICLE 27 – SHIFT DIFFERENTIAL

27.01 The following are shift differentials:

Hours worked from 5 p.m. to 12 midnight \$0.53 / hr

Hours worked from 12 midnight to 7 a.m. \$0.91 / hr

ARTICLE 28 – JOB DESCRIPTIONS

- 28.01 The Joint Job Classification Committee shall consist of a maximum of three (3) representatives each from Management and the Bargaining Unit. All decisions regarding job descriptions and their classification must be formalized within the framework and by consensus of the Joint Job Classification Committee.
- 28.02 The parties recognize that it is the University's right to determine the job that is to be performed and the job requirements. For existing jobs, job descriptions summarizing the present primary responsibilities, secondary duties and qualifications of each Bargaining Unit position shall be drawn up by the University in consultation with the appropriate Manager, the Union and the employee concerned. Job descriptions shall be maintained by the Director of Human Resources.
- 28.03 When a new position is established, the President of the Bargaining Unit shall be advised of the new position and provided with a description of the duties and responsibilities. The salary shall be established by the job classification procedure as identified in 28.01 prior to posting of the new position.
- 28.04 Where the duties of work in any classification are changed or increased to the extent that it appears that a change in salary is warranted, such changes or increases, as approved by the University, shall be submitted by the Director of Human Resources to the Joint Job Classification Committee within six (6) weeks of receipt from the Management Officer. If it is established that a higher salary is appropriate, the new salary shall be retroactive to the date the position was submitted for review to the Joint Job Classification Committee.
- 28.05 A member whose job is under review at the Joint Job Classification Committee shall have the right to request a meeting with the full committee prior to the implementation of changes. If it is established that a lower salary is appropriate, the employee's existing salary shall be frozen/red circled until the new classification matches existing salary.
- 28:06 All job descriptions shall be reviewed by the University on a five (5) year rolling cycle and shall be brought to the Joint Job Classification Committee as necessary following each review.

ARTICLE 29 – JOB POSTINGS

- 29.01 When a permanent vacancy is to be filled-or a new position is created within the Bargaining Unit, the following procedure shall apply.
- 29.02 Members with recall rights who have the knowledge and ability will be offered the position in accordance with Article 34 - Layoff / Recall.
- 29.03 The position will be posted internally in suitable locations for a minimum of six (6) working days.
- 29.04 Such job posting shall state the nature of the position, its classification, and the qualifications required.
- 29.05 All internal applications for such job posting must be made during the initial six (6) day posting and shall be considered before any applications from outside the Bargaining Unit are accepted. The employer will interview only those employees who have the knowledge, skills and ability to perform the requirements on the job posting.
- 29.06 a) Among competing applicants for such posted vacancy, the following factors shall be considered: the ability to perform in an efficient manner, the required duties of the position; previous work record; qualifications; knowledge; skills and ability. Where these factors among two or more competitors for the vacancy are equal, seniority shall govern.
- b) An external applicant will not be selected as the successful candidate except in cases where there are no qualified Bargaining Unit applicants.
- 29.07 Within five (5) working days of the date of appointment to a vacant position, the name of the successful applicant shall be sent to each internal applicant.
- 29.08 An employee transferred or promoted to a new position within the Bargaining Unit shall be considered to be on a trial period for three (3) continuous months actually worked. Upon mutual agreement with the Union, such period may be extended up to a total of five (5) months actually worked. At any given time within this period, if the employee finds the job unsatisfactory or if the employer finds that the employee is unable to meet the basic job requirements, the employee shall be returned to the employee's former position or to one of equal classification and salary scale. In the event that a trial period is not completed, any other employee promoted or transferred because of the re-arrangement of the position will also be returned to his or her former position or to one of equal classification and salary if the former position is unavailable.

ARTICLE 30 – TEMPORARY POSITIONS

- 30.01 a) Temporary positions shall be posted for internal application prior to external postings. Temporary positions may be filled by another member of the Bargaining Unit by posting the position of the absent member as a temporary assignment.
- b) Notwithstanding the foregoing, if no qualified member applies for the temporary assignment it shall be posted for external competition.
- 30.02 External applicants employed in a temporary position shall be entitled to apply for other job postings during the last month of employment in a temporary position as an internal applicant.
- 30.03 a) Upon completing a temporary assignment, a member of the Bargaining Unit who is successful in filling the temporary position, shall return to the employee's original position, if it is still available, or to a comparable position if it is unavailable.
- b) Where the successful candidate for a temporary appointment is an external applicant, he or she shall be entitled to apply for other job postings as an internal applicant during the last month of employment and for forty (40) working days beyond the end of the temporary position. Temporary and limited term employees are responsible for notifying the employer of any address and phone number change during this period.
- 30.04 Successful internal applicants for temporary positions shall be paid the salary of the position they are appointed to, and shall move up the grid of that salary.
- 30.05 Members of the Bargaining Unit appointed by the University to a temporary position at a lower salary level than their permanent position shall continue to be paid at the salary of their permanent position and shall continue to move through the grid.

ARTICLE 31 – RESIGNATION OF EMPLOYMENT

- 31.01 Before leaving the employ of the University, an employee must give two (2) weeks notice. Whenever possible, an employee should give more than two (2) weeks notice. Notice must be made in writing.

ARTICLE 32 – AMALGAMATION, AND/OR MERGER PROTECTION

- 32.01 In the event the University seeks to and does merge or amalgamate with any other body, the University undertakes to take all reasonable action to ensure that:
- a) Employees shall be credited with all seniority rights with the new employer;
 - b) All service credits relating to vacation with pay, sick leave benefits, and all other benefits shall be recognized by the new employer.
- 32.02 In the event that through legislative or other governmental action the University is merged or amalgamated with any other body the University shall seek such successor rights as may reasonably protect the rights and benefits of members of the Bargaining Unit.

ARTICLE 33 – TECHNOLOGICAL CHANGE

- 33.01 In the event of technological changes or if the introduction of new equipment occurs, the University is responsible for ensuring that all employees affected will be properly trained at the University's expense. The University will ensure that each employee is given equal opportunity to be properly trained in the use of any new equipment. This must occur during normal work hours where feasible, or at some other mutually acceptable time.
- 33.02 In the event that the employee is not suitable for the above-mentioned retraining, the employee may request either reclassification or invoke the redundancy policy, within a six (6) month period.

ARTICLE 34 – LAYOFF / RECALL

Layoff

This Article applies to permanent full time and permanent part-time employees.

- 34.01 Prior to any formal notice of lay off, the parties shall meet to review the reasons for the reduction of employees or hours of work. Alternatives, including early retirement incentives shall be considered to minimize the number of redundant employees.
- 34.02 In the event of a reduction in the number of employees or a reduction in the normal weekly hours of work of one or more employees, employees shall be laid off in reverse order of seniority in the Bargaining Unit.
- 34.03 An employee who is declared surplus to the needs of the University may:
- a) accept the reduced hours of work or the lay off and be placed on the Recall List for up to three (3) years; or
 - b) displace the least senior employee in a position for which the surplus employee has the knowledge, skills and ability to perform the work.

- 34.04 A surplus employee who is unable to displace a less senior employee shall be laid off.
- 34.05 If a new position has been created to cover duties once covered in the now redundant position, the employee holding the redundant position shall have first refusal to the new position. Should the employee accept the new position, complete training or retraining will be provided by the University.

Notification

- 34.06 Employees shall be notified in writing that their positions have been declared redundant and that they are to be laid off. Copies of this notification shall be issued to the President of the Bargaining Unit.

Entitlement

- 34.07 Employees will be entitled to receive all accumulated overtime and vacation pay as provided for in the appropriate provincial legislation.

Notice of layoff, inclusive of statutory rights, is as follows:

- a) An employee with less than (5) years of seniority: 3 months
- b) An employee with five (5) years or more of seniority: 6 months

In addition to statutory rights, an employee is eligible for enhanced severance pay as follows:

- a) One (1) weeks pay at the Employee's regular rate of pay for each completed year of service to fifteen (15) years.
- b) Two (2) weeks pay for each additional completed year beyond fifteen (15) years of service to a total maximum of twenty-six (26) weeks.

An employee who elects severance pay shall forfeit the right to be placed on the recall list.

Recall

- 34.08 Employees who are laid off shall have recall rights to available positions for which they have the knowledge, skills and ability in seniority order. Recall rights expire three (3) years from the date of layoff. Such positions shall not be posted.
- 34.09 An employee shall have the right to refuse an offer of recall if the position is not of equivalent hours and salary as the job from which the employee was laid off. The employee shall not forfeit any future recall rights for such refusal.
- 34.10 Employees on the Recall List shall have first right to replace for relief.

34.11 No new employee(s) shall be hired until all members on the Recall List have been given an opportunity for recall in accordance with this Article.

Reinstatement

34.12 Employees who have been displaced under this Article shall have the right to be reinstated, in seniority order, to their former job classification if such becomes available within three (3) years from the date of accepting the new position.

ARTICLE 35 – UNION RIGHTS

35.01 The University shall provide adequate bulletin boards in appropriate locations which are accessible to employees upon which the Union shall have the right to post notices relating to matters of interest to the Union and the employees.

35.02 The University agrees to acquaint new employees with the fact that a Collective Agreement is in effect, provide them with a copy of the Agreement, and provide the new employee with the name, work location and phone number of the Bargaining Unit President.

35.03 The Union shall inform the Director of Human Resources annually in writing of: the names of its representatives as follows: officers, bargaining committee members, grievance committee members, the address and phone number of its Head Office, and the address and phone number of the Bargaining Unit Office.

35.04 The appropriate Management Officer must be informed of the schedule of all general and committee meetings.

35.05 Members attending meetings during regular working hours will suffer no loss in pay for the time thus spent. Such time shall not be used in the calculation of overtime pay or hours.

35.06 The Union shall be allowed to carry out Union business during non-working hours on the University's premises at reasonable times and in reasonable locations. The University expects that the Union will inform the University when these meetings take place.

35.07 The Union shall have the right to use the University's courier and e-mail systems and fax machines located in the workplace for the purpose of communication between the Union and its members. Such use shall be at no cost to the Union. The Union shall also have the right to the use of the University "Server".

35.08 Any official correspondence from the University to the Union or the Bargaining Unit shall be sent to the President of the Bargaining Unit, unless otherwise stated in the Agreement.

35.09 Any official correspondence from the Union to the University shall be sent to the Director of Human Resources unless otherwise stated in this Agreement.

ARTICLE 36 – JOB SECURITY

36.01 Contracting Out

No employee shall lose his/her employment with the University as a direct result of the University contracting out work normally performed by members of the Bargaining Unit. No duties normally performed by members of the Bargaining Unit may be performed by anyone outside of the Bargaining Unit without the specific consent of the Union.

36.02 Qualifications

Current employees shall not lose their job due to a change in the required qualifications for a position.

36.03 Co-op Students

- a) Should a strike or lock out involving employees occur, co-op students shall be immediately removed from workplaces where co-op students perform employee-related job functions.
- b) Employees shall not have their duties modified nor their hours of work changed or reduced owing to the use of Co-op students in the workplace.
- c) No employee shall be laid off nor shall the University refuse to recall a laid-off employee owing to the use of Co-op students in the workplace.
- d) The University shall not refuse to fill vacancies owing to the use of Co-op students in the workplace.

36.04 Student Assistants

Members shall not have their duties modified nor their hours of work changed or reduced due to the University using student assistants to perform Bargaining Unit work.

ARTICLE 37 – CONFIDENTIALITY AND ACCESS TO PERSONNEL FILES

37.01 The University will keep one personnel file for each employee. The security and confidentiality of personnel files will be the responsibility of the Director of Human Resources, and the files will be maintained under that officer's direct operational control. Information comprising the personnel file will not be placed in any electronic storage form except for salary and benefits data for general accounting and financial management purposes.

37.02 Employees shall have the right to examine their personnel file during normal business hours.

- 37.03 Employees shall have the right to have the University prepare, at reasonable intervals and at the employee's expense, a copy of the personnel file.
- 37.04 Requests under this Article shall be made on a reasonable basis and will be honoured within the capability of the appropriate Management Officer.
- 37.05 In the case of letters of censure, reprimand, or criticism being added to an employee's file, the employee concerned shall be notified and required to read and initial such material. In the event of an alleged distortion of error, the employee shall have the right to request the inclusion of material pertinent to the alleged distortion of error. In the event of an error being established the file shall be corrected and the erroneous material removed. Letters of censure, reprimand, or criticism which are more than two (2) years old shall not be relied upon by the University in taking disciplinary action and shall be removed from the personnel files provided that no further disciplinary action of a similar nature has occurred during the two (2) year period.
- 37.06 The Payroll Office and the appropriate Management Officer must be notified by the employee of any change of address and/or status. This is required for the personnel file and records.

ARTICLE 38 – UNIFORMS & LUGGAGE

- 38.01 It is appropriate for the University to require and supply uniforms not for specific employees, but for specific services, departments or job duties. The particular requirements of those services, departments or duties would include only questions of safety, public identification of the University personnel and unfavourable or even hazardous working conditions. Furthermore, those employees, who are required to wear uniforms consistent with the above mentioned criteria, must be consulted about and have an opportunity to participate in the selection of the uniforms they are required to wear.
- 38.02 For positions requiring an extensive amount of travel as part of their job duties, the University shall reimburse an employee an amount of up to \$150 including tax per two year period for the cost of luggage. Employees shall be reimbursed within ten (10) days of presentation of proof of purchase to the appropriate Management Officer.

ARTICLE 39 – HEALTH AND SAFETY

- 39.01 It is agreed that both parties will cooperate towards the prevention of accidents and the promotion of health and safety. The University will make reasonable provisions for the safety and protection of the health of employees during the hours of employment.
- 39.02 The University and the employees recognize their obligations under the Ontario Occupational Health and Safety Act and its accompanying regulations.

- 39.03 When supervising students or other employees of the University, members shall act in accordance with the Ontario Occupational Health and Safety Act, Section 27.
- 39.04 The University shall provide and maintain at no cost to the employee all personal protective equipment, clothing or devices required by law.
- 39.05 The University shall reimburse an employee an amount of up to \$150 including tax per contract year for the cost of work boots. The reimbursement shall be available for all employees who must wear such boots at any time in the performance of their duties. Employees shall be reimbursed within then (10) days of presentation of proof of purchase to the appropriate Manage Officer.
- 39.06 The parties agree that any employee shall have the right to raise Health and Safety issues to their management officers. The management officer shall investigate such issues and when necessary bring the matter forward to the Joint Occupational Health and Safety Committee. The University shall investigate such issues brought forward for discussion and report back to the Union.

Joint Health and Safety Committee

- 39.07 The Union shall have a minimum of one representative on the Join Occupational Health and Safety Committee.
- 39.08 The Union representative on the Joint Health and Safety Committee shall be given the opportunity to participate in certification and other training programs. The Joint Occupational Health and Safety Committee will determine the programs that each member of the committee participates in. The University shall pay all costs associated with this training.

Appendix 1 – Salary Schedule

Salary Scale 2008 / 2009

TITLE	Points	Hours	2008/2009 Step					
			1	2	3	4	5	6
A/P & FINANCIAL AID OFFICER	274	35	44451	45225	45998	46771	47544	48317
ACCOUNTING OFFICER	299	35	47013	47831	48649	49466	50284	51101
ACQUISITION/CATALOGUING TECHNICIAN	186	35	35434	36050	36666	37282	37899	38515
ADMINISTRATION RECEPT.	189	35	35741	36363	36984	37606	38227	38849
ADMISSION/ARTICULATION COORD.	297	35	46808	47622	48437	49251	50065	50879
ALUMNI & DEVELOPMENT OFFICER	285	35	45579	46371	47164	47957	48749	49542
ANISHINAABE EVENTS COORDINATOR	189	35	26551	27012	27474	27936	28398	28859
ANISHINAABE OUTREACH OFFICER	233	35	38318	38984	39651	40317	40984	41650
ANISHINAABE STUDENT ADVISOR	332	35	50395	51271	52148	53024	53901	54777
ASSIST. REG./RECORDS & SCHEDULING	367	35	53982	54920	55859	56798	57737	58676
ATHLETICS DIRECTOR	329	35	50088	50959	51830	52701	53572	54443
CGT PROMOTIONS COORDINATOR	210	35	37893	38552	39211	39870	40529	41188
CIRCULATION/MEDIA SERVICES ASSISTANT	196	35	36458	37092	37727	38361	38995	39629
CIRCULATION/MEDIA SERVICES SUPERVISOR	236	35	40557	41263	41968	42673	43379	44084
COMMUNICATIONS - E MARKETING	301	35	47218	48039	48861	49682	50503	51324
COMMUNICATIONS OFFICER	301	35	47218	48039	48861	49682	50503	51324
CO-OP AND CAREER SERVICES ADVISOR	340	35	51215	52106	52996	53887	54778	55668
COORD. OF LIAISON ACTIVITIES	345	35	51727	52627	53526	54426	55326	56225
COORD.HOUSING/CONFERENCE SERVICES	299	35	47013	47831	48649	49466	50284	51101
CUSTODIAN	154	40	36748	37387	38026	38665	39304	39943
CUSTODIAN/LEAD HAND	192	40	41198	41915	42631	43348	44064	44781
FACULTY ADMINISTRATIVE SERVICES ASSIST	207	35	37586	38239	38893	39547	40200	40854
FACULTY SUPPORT SERVICES ASSIST.	207	35	37586	38239	38893	39547	40200	40854
FINANCIAL/ACCOUNT. SYSTEMS OFFICER	388	35	56134	57110	58086	59062	60039	61015
GLC COORD OF MEMBERSHIP / MARKETING	317	35	48858	49708	50557	51407	52257	53106
GRADUATE LIAISON OFFICER	227	35	39635	40324	41014	41703	42392	43082
GROUNDS KEEPER	193	40	41315	42034	42753	43471	44190	44908
HELP DESK SPECIALIST	269	35	43939	44703	45467	46232	46996	47760
INTERNATIONAL STUDENT ADVISOR	332	35	50395	51271	52148	53024	53901	54777
LEARNING SYSTEMS STRATEGIST	251	35	42095	42827	43559	44291	45023	45755
LIAISON OFFICER	302	35	47321	48144	48967	49790	50613	51436
LIBRARY SERVICES SUPERVISOR	325	35	49678	50542	51406	52270	53134	53997

	Points	Hours	2008/2009					
			Step					
			1	2	3	4	5	6
LIBRARY SUPPORT SERVICES ASSIST.	206	35	37483	38135	38787	39439	40091	40743
MAINTENANCE AND REPAIR ASSISTANT	172	40	38856	39532	40208	40883	41559	42235
MAINTENANCE TRADESMAN	249	40	47874	48706	49539	50372	51204	52037
MGR.FINANCIAL AID AND AWARDS	360	35	53264	54191	55117	56043	56970	57896
PAYROLL BENEFITS CLERK	263	35	43324	44078	44831	45585	46338	47092
PHYSICAL PLANT COORDINATOR	308	40	54784	55736	56689	57642	58595	59547
PROSPECTIVE STUDENT ADVISOR	232	35	40148	40846	41544	42242	42940	43639
REGISTRATION OFFICER	261	35	43119	43869	44619	45369	46119	46869
SENIOR APPLICATION DEVELOPER	403	35	57671	58674	59677	60680	61683	62686
SENIOR INFORMATION TECHNOLOGY SPEC.	407	35	58081	59091	60101	61111	62121	63131
SENIOR MEDIA/TELECOM SPEC.	407	35	58081	59091	60101	61111	62121	63131
SENIOR NETWORK/DOMAIN ADMIN	458	35	63307	64408	65509	66610	67711	68812
SHIPPING AND RECEIVING CLERK	168	40	38388	39055	39723	40390	41058	41726
SPECIAL NEEDS COORDINATOR	323	35	49473	50333	51194	52054	52914	53775
STUDENT ACCOUNTS OFFICER	321	35	49268	50125	50981	51838	52695	53552
STUDENT SERVICES ADIVSOR	332	35	50395	51271	52148	53024	53901	54777
SUPPORT SERVICES ASSIST (ANCILLARIES)	210	35	37893	38552	39211	39870	40529	41188

Salary Scale 2009 / 2010

TITLE	Points	Hours	2009/2010					
			Step					
			1	2	3	4	5	6
A/P & FINANCIAL AID OFFICER	274	35	46007	46807	47608	48408	49208	50008
ACCOUNTING OFFICER	299	35	48659	49505	50351	51198	52044	52890
ACQUISITION/CATALOGUING TECHNICIAN	186	35	36674	37312	37949	38587	39225	39863
ADMINISTRATION RECEPT.	189	35	36992	37635	38279	38922	39565	40209
ADMISSION/ARTICULATION COORD.	297	35	48447	49289	50132	50974	51817	52659
ALUMNI & DEVELOPMENT OFFICER	285	35	47174	47994	48815	49635	50456	51276
ANISHINAABE EVENTS COORDINATOR	189	35	27480	27958	28436	28914	29391	29869
ANISHINAABE OUTREACH OFFICER	233	35	39659	40349	41039	41728	42418	43108
ANISHINAABE STUDENT ADVISOR	332	35	52159	53066	53973	54880	55787	56694
ASSIST. REG./RECORDS & SCHEDULING	367	35	55871	56843	57814	58786	59758	60729
ATHLETICS DIRECTOR	329	35	51841	52742	53644	54545	55447	56349
CGT PROMOTIONS COORDINATOR	210	35	39219	39901	40583	41266	41948	42630

TITLE	Points	Hours	2009/2010					
			Step					
			1	2	3	4	5	6
CIRCULATION/MEDIA SERVICES ASSIST	196	35	37734	38391	39047	39703	40359	41016
CIRCULATION/MEDIA SERVICES SUPERVISOR	236	35	41977	42707	43437	44167	44897	45627
COMMUNICATIONS - E MARKETING	301	35	48871	49721	50571	51421	52271	53121
COMMUNICATIONS OFFICER	301	35	48871	49721	50571	51421	52271	53121
CO-OP AND CAREER SERVICES ADVISOR	340	35	53007	53929	54851	55773	56695	57617
COORD. OF LIAISON ACTIVITIES	345	35	53538	54469	55400	56331	57262	58193
COORD.HOUSING/CONFERENCE SERVICES	299	35	48659	49505	50351	51198	52044	52890
CUSTODIAN	154	40	38034	38696	39357	40019	40680	41341
CUSTODIAN/LEAD HAND	192	40	42640	43382	44123	44865	45607	46348
FACULTY ADMINISTRATIVE SERVICES ASSIST	207	35	38901	39578	40254	40931	41607	42284
FACULTY SUPPORT SERVICES ASSIST.	207	35	38901	39578	40254	40931	41607	42284
FINANCIAL/ACCOUNT. SYSTEMS OFFICER	388	35	58098	59109	60119	61130	62140	63150
GLC COORD OF MEMBERSHIP / MARKETING	317	35	50568	51447	52327	53206	54086	54965
GRADUATE LIAISON OFFICER	227	35	41022	41736	42449	43163	43876	44590
GROUNDS KEEPER	193	40	42761	43505	44249	44993	45736	46480
HELP DESK SPECIALIST	269	35	45477	46268	47059	47850	48641	49431
INTERNATIONAL STUDENT ADVISOR	332	35	52159	53066	53973	54880	55787	56694
LEARNING SYSTEMS STRATEGIST	251	35	43568	44326	45083	45841	46599	47356
LIAISON OFFICER	302	35	48977	49829	50681	51532	52384	53236
LIBRARY SERVICES SUPERVISOR	325	35	51416	52311	53205	54099	54993	55887
LIBRARY SUPPORT SERVICES ASSIST.	206	35	38795	39470	40144	40819	41494	42169
MAINTENANCE AND REPAIR ASSISTANT	172	40	40216	40915	41615	42314	43014	43713
MAINTENANCE TRADESMAN	249	40	49549	50411	51273	52135	52996	53858
MGR.FINANCIAL AID AND AWARDS	360	35	55129	56087	57046	58005	58964	59922
PAYROLL BENEFITS CLERK	263	35	44841	45620	46400	47180	47960	48740
PHYSICAL PLANT COORDINATOR	308	40	56701	57687	58673	59659	60645	61632
PROSPECTIVE STUDENT ADVISOR	232	35	41553	42275	42998	43721	44443	45166
REGISTRATION OFFICER	261	35	44628	45405	46181	46957	47733	48509
SENIOR APPLICATION DEVELOPER	403	35	59689	60727	61765	62803	63841	64880
SENIOR INFORMATION TECHNOLOGY SPEC.	407	35	60113	61159	62204	63250	64295	65341
SENIOR MEDIA/TELECOM SPEC.	407	35	60113	61159	62204	63250	64295	65341
SENIOR NETWORK/DOMAIN ADMIN	458	35	65523	66662	67802	68941	70081	71220
SHIPPING AND RECEIVING CLERK	168	40	39731	40422	41113	41804	42495	43186
SPECIAL NEEDS COORDINATOR	323	35	51204	52095	52985	53876	54766	55657
STUDENT ACCOUNTS OFFICER	321	35	50992	51879	52766	53653	54539	55426
STUDENT SERVICES ADIVSOR	332	35	52159	53066	53973	54880	55787	56694
SUPPORT SERVICES ASSIST (ANCILLARIES)	210	35	39219	39901	40583	41266	41948	42630

Appendix 2 – Memorandum of Agreement: Limited Term Appointments

It is agreed and understood that for the duration of this contract that article 10.08b of the current collective agreement will be modified as follows:

Limited term positions shall not normal exceed eight (8) FTEs. The number of limited term positions may be increased to twelve (12) FTEs with the mutual consent of the parties. Limited term positions shall not normally exceed twenty-four (24) months. Under exceptional circumstances the limited term may be extended by mutual consent of the parties.

Appendix 3 – Memorandum of Understanding: Ad Hoc Committee JJCC Appeal Process

Without prejudice or precedent;

The parties agree to strike an ad hoc committee comprised of three members of the AU Staff Bargaining Unit executive and three members of Management to develop a process for employees to appeal the classification of their job if they believe the Joint Job Classification Committee has made an error. It is agreed that the Committee will meet to commence discussion on this process no later than October 15, 2008.

