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U of R APT Collective Agreement Negotiations Proposed Changes – Jan 31, 2018

General Housekeeping:
Throughout the collective agreement, the following housekeeping changes were made:

- “Faculty Association”
- “APT member”
- “President”
- “working days”
- “calendar days”
- “calendar year”

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DEFINITIONS

1. Throughout this agreement the phrase “Out-of-Scope Head or Out-of-Scope Designate” is deemed to mean either:

   (a) the out-of-scope head of the functional unit to which the APT member belongs; OR

   (b) such out-of-scope person within the unit whom the head may delegate this responsibility.

2. The University and Faculty Association recognize that the term “Director” does not denote exclusion from the bargaining unit.

32. Throughout this agreement, whenever the masculine, feminine, singular, or plural case is used, it shall be considered as if the feminine, masculine, plural or singular case had been used, if the context so permits.

4-3. Fiscal Year shall mean May 1st to April 30th.

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ARTICLE 5 – FACULTY ASSOCIATION ACTIVITIES AND USE OF UNIVERSITY PREMISES

5.1 Provided they are not supplied by virtue of another collective agreement, the University will make every effort to supply to the Faculty Association amenities such as an office furnished with a desk,
chair, telephone, and locking four-drawer filing cabinet. In addition, subject to availability, the University will allow the Faculty Association to use University copying services, computing facilities, and audio-visual equipment, all at University rates. Subject to availability and normal University regulations concerning use of space, the University agrees to provide the Faculty Association with suitable meeting rooms upon request. The Faculty Association also may use one bulletin board for notices and information concerning the Faculty Association.

Any electronic correspondence or communication concerning: terms and conditions of employment; or any matter associated with the Collective Agreement that is carried on among members and the Faculty Association staff, office, or officers, is the property of the members or of the Faculty Association.

5.2 The University agrees that members of the bargaining team for the APT collective agreement, joint URFAFaculty Association-University committees and URFAFaculty Association Executive and standing committees shall have reasonable time off with pay for the purpose of preparing for and conducting the business of these committees. It is understood that no additional compensation or alternate time arrangements will be undertaken.

If an APT member is appointed ChairPresident of the Faculty Association, Chair of the Faculty Association Grievance Committee or Chief Negotiator, the APT member shall have paid time off which will generally be equivalent to the release time from duties provided to a faculty member in such office.

The APT member and the appropriate Out-of-Scope Head or Out-of-Scope Designate shall discuss in advance committee commitments and the arrangement of the workload. University concerns arising due to operational requirements will be raised with the Faculty Association for discussion and resolution.

Time off for the above-noted purposes will be taken into account when the APT member’s work performance for the year is assessed and will not be used to disadvantage the member’s assessment.

Meetings called by the University will be at University expense.

5.2.1 By July 31st of each year, the Faculty Association shall provide a summary of time spent by APT members in meetings of the URFAFaculty Association Executive and standing committees.

5.3 The Faculty Association shall have the right at any time to call upon the assistance of representatives of the Canadian Association of University Teachers. Such representatives shall have access to the University of Regina premises to consult with APT members, the Faculty Association officials, or the University.
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ARTICLE 8 — APPOINTMENTS AND PROBATION

8.1 The University and the Faculty Association recognize that the quality of service from this bargaining unit depends on having a significant proportion of APT members employed full time and permanent. The University acknowledges that the use of contracted, term or part-time employees should be avoided wherever possible.

8.2 When a position in the bargaining unit is to be filled, Human Resources, in close co-operation with the Head of the Department—appropriate Out-of-Scope Head or Out-of-Scope Designate, will arrange for classification, posting, advertising, screening, interviews, and correspondence as hereinafter stipulated and any documentation which may be required. In addition the Faculty Association will be given reasonable opportunity to make representation to Human Resources and/or Head—the appropriate Out-of-the Department—Scope Head or Out-of-Scope Designate to address any concerns they may have.

8.33 All appointments in excess of four months will be stipulated and posted as (a) or (b):

(a) Permanent: —The appointment will carry an initial probationary period as per Article 8.89 and when such probation has been completed successfully the appointment will become permanent (subject to Article 8.89).

(b) Term: —The appointment will terminate (subject to Article 8.28) and no further commitment, expressed or implied, exists on the part of the University or the appointee.

The University and the Association recognize that the quality of service from this employee group depends on having a significant proportion of these employees full time and permanent. The University acknowledges that the use of contracted, term or part-time employees should be avoided wherever possible.

8.34 Part-Time Positions
A position may be stipulated as part-time. This means that the incumbent will work less than full days and/or less than full years, with working arrangements stipulated. Statutory holidays and other days off recognized by the University shall be pro-rated. If a position is not stipulated as part-time, it is assumed to be a full-time position, in which the incumbent will work full days on a year round basis.

8.45 Advertising and Recruitment
All positions more than four months in duration will be posted electronically on the University website for a period of at least seven to a maximum of fourteen calendar days, excluding University holidays. Human Resources shall send to each APT member an e-mail describing all new postings within the bargaining unit and where they can be accessed on the University website. The e-mail shall, at a minimum, include the position title and pay grade. A copy of the e-mail will be forwarded to urfa@uregina.ca. Postings shall include, but not be limited to, title,
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Pay grade, position description, qualifications, and in the case of term positions, length of term. Stated qualifications will not be unreasonably restrictive. An incumbent of a posted term position may be given a renewed appointment without posting subject to the limitations of Article 8.7–8.

By mutual written agreement between the University and the Faculty Association, certain positions need not be posted, such as when there has been an incumbent for a lengthy period who the University wishes to appoint to the position.

During the posting period, an APT member may make written application for the position to Human Resources. The University may select APT members who have applied before the end of the posting period for an interview. Preference will be given to appointing a qualified applicant from the Faculty Association to the position.

Notification will be sent by Human Resources to all unsuccessful APT members stating the reason(s) they were not successful. At the APT member’s request, a follow up interview shall be granted with the Human Resources designate.

If an offer of appointment is to be made to an APT member, the member will be informed of any special conditions pertaining to the prospective appointment, including whether there will be a probationary period and, if so, its length.

People who are appointed to non-posted term positions may be considered after members with regular appointments and before external applicants.

Positions may be advertised outside the bargaining unit simultaneously with internal. However, the University may only consider external applicants after it has been determined that all internal applicants are not qualified for the position and notification has been sent to them. The external recruitment process shall be consistent with Article 33.

If no qualified applicant is available for a posted position and the University is prepared to consider an applicant with lower qualifications or to provide a suitable training period, the University shall re-post the position indicating the new qualifications. The posting and recruiting for such a re-posting shall follow the normal procedure outlined in this article.

After the end of the posting period, the posting will be considered closed to all applicants. If there are no qualified internal or external applicants, the University may repost the position at a later date following the process specified in Article 8.45.

8.56 Appointment Information
The Faculty Association will be provided with reasonable written information concerning the appointment within two working days of the written appointment being offered. If the Faculty Association has any concerns regarding the appointment, these will be addressed.
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8.67 Letters of Appointment

A letter of appointment will be sent to the successful applicant as soon as possible after the appointment has been made, with a copy to the Chair of the Faculty Association stipulating the title, commencement date, pay grade, and starting salary and, in the case of term appointments, end date and nature of appointment. The letter will also include the URL (uniform resources locator) for the Faculty Association website. A copy of the JEQ will be enclosed for the member. If it is a permanent appointment, it will be so indicated and the applicable probationary period will be stated. -In the case of internal appointments, the letter shall indicate whether a leave of absence has been granted from the current position. -If it is a term appointment it will be so indicated and the termination date will be stated. -If the position is part-time the working arrangements will be specified. -Letters of appointment will request that the applicant provide Human Resources with a written letter of acceptance.

8.78 Term Appointments

8.28.1 Non-Posted Term Appointments

Non-posted term positions are not renewable except in unusual circumstances and with the agreement of the Faculty Association. Term employees appointed to non-posted terms may be given preference over external applicants but not internal candidates, as per Article 8.45, for posted positions.

8.78.2 Leave from a Permanent Position to Take a Term Position

An APT member who holds a permanent appointment and is offered a term appointment may apply to the appropriate Out-of-Scope Head or Out-of-Scope Designate for a leave of absence for the length of the term appointment. -Requests for leave may only be denied for bona fide operational requirements. -A decision on such a request will be provided prior to the APT member making a decision to accept the proposed appointment. -Should the leave be granted the APT member will have the right of reversion to their permanent position during the length of the term appointment upon one months’ notice. -Should the leave not be granted, at the end of the term the APT member may apply to be appointed to the most suitable position available, considering previous position and salary. -Should no suitable position be available to which the APT member may be appointed, the APT member may elect to take a one year leave of absence without pay, during which the APT member may elect to maintain benefits at the APT member’s cost. -Should a suitable position become available during the year the APT member will be appointed into it, as above. -Should no such position become available by the end of the leave of absence the APT member’s employment will be terminated.

8.78.3 Extension of Term Appointments

Term appointments may be extended by means of a further letter of appointment from the appropriate Out-of-Scope Head or Out-of-Scope Designate, sent to the incumbent, with a copy to the Chair of the Faculty Association. Except in unusual
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In circumstances, the APT member will be informed in writing whether an extension will be offered at least six weeks one month prior to the end date of the appointment.

When the incumbent has been in a position for four consecutive years, the duties will no longer be carried out on a term basis and the incumbent’s appointment shall become permanent. In unusual circumstances, term appointments may be extended beyond four consecutive years without becoming permanent upon mutual agreement of the parties.

8.28.4 Unsatisfactory Performance During a Term Appointment
A term appointment does not have a probationary period and the appointment may be terminated at any time if the APT member is clearly not performing the job satisfactorily. Seven days’ pay in lieu of notice will be given if the incumbent has been in the position for less than fifteen weeks. If the incumbent has been in the position for fifteen weeks or longer, one month’s pay in lieu of notice will be given.

8.28.5 Performance During a Term Appointment
Periodically during the first year of the term appointment (at least every three months) the performance and progress will be evaluated and discussed with the APT member. If the APT member requests it, the evaluation will be confirmed in writing to the member and a copy placed in the member’s official file.

8.28.6 Early Termination of a Term Appointment
The duration of a term appointment may be reduced if the appointment was made to replace an APT member on leave. Seven days’ notice or pay in lieu will be given if the incumbent has been in the position for less than fifteen weeks. If the incumbent has been in the position for fifteen weeks or longer, one month’s notice will be given or pay in lieu.

8.89 Probation
All appointments other than term will have probationary periods of twelve months.

However, should a position with a term appointment change and require a permanent appointment, with no significant change in duties and responsibilities, and should the APT member who held the term position be successful in being appointed, time spent in the term appointment will count towards the successful completion of the probationary period.

When an APT member who holds a term or permanent position is appointed to another position within scope of the bargaining unit, the University may waive some or all of the twelve month probationary period. This will be discussed with the APT member at the time of appointment, and stated in the letter of appointment.

An APT member who holds a permanent appointment and accepts another position in the bargaining unit shall have the right of reversion to their previous position for a period of three
months. The APT member will give the University at least one month’s notice of their intent to revert to their previous position.

When an APT member exercises the right of reversion, the current incumbent will have their appointment terminated and will be given one month’s notice or pay in lieu of notice. However, in the event that the APT member fails to meet acceptable standards pertaining to the new position within the probationary period, the APT member will return to the previous position. The incumbent in the position will be given seven days’ notice or pay in lieu if the incumbent has been in the position for less than fifteen weeks. If the incumbent has been in the position for fifteen weeks or longer, one month’s notice will be given or pay in lieu of notice.

8.9.1 Evaluation of Performance During the Probationary Period

Periodically during the probationary period (at least every three months) the performance and progress will be evaluated and discussed with the APT member. If the APT member requests it or if there have been issues identified, the evaluation will be confirmed in writing to the APT member and a copy placed in the APT member’s official file.

After a probationary review if it becomes clearly evident that the APT member is not performing the job satisfactorily, the appointment will be terminated. Seven days' pay in lieu of notice will be given if the incumbent has been in the position for less than fifteen weeks. If the incumbent has been in the position for fifteen weeks or longer, one month’s pay in lieu of notice will be given.

At least one month before the expiration of the probationary period, the APT member’s performance will be reviewed by the appropriate Out-of-Scope Head or Out-of-Scope Designate who will indicate that:

(a) the appointment will be made permanent;
   OR
(b) the probationary period will be extended once only for a period of up to six months;
   OR
(c) the appointment will be terminated.

At least one month prior to the expiration of an extended probationary period the APT member’s performance will be reviewed by the appropriate Out-of-Scope Head or Out-of-Scope Designate who will indicate that:

(a) the appointment will be made permanent;
   OR
(b) the appointment will be terminated.
Prior to the expiration of the probationary period Human Resources will notify the APT member in writing of the decision of the Out-of-Scope Head or Out-of-Scope Designate, with a copy to the Chair of the Faculty Association.

If no notification is received the APT member shall be deemed to have successfully completed their probationary period.

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ARTICLE 10 - ASSIGNMENT AND PERFORMANCE OF DUTIES

10.3 Work Scheduling
Work schedules shall be determined by mutual agreement between APT members and their supervisor. The parties recognize that because of the professional nature of their duties, APT members may be required to work outside regular operating hours or for more than the average work-week to meet the particular requirements of the unit. Work schedules shall accommodate both the University’s operational needs and the staff members’ right to a reasonable and flexible work schedule. The unit will ensure that operational needs are met when implementing flexible work arrangements. The Out-of-Scope Head or Out-of-Scope Designate shall ensure work schedules are consistent with the average work-week. For full-time APT members the average work-week is thirty-six and one quarter (36.25) hours.

If an APT member’s hours of work exceed an average of thirty-six and one-quarter hours per week over a four week period, the APT member shall be entitled to time off in lieu—earned at straight time rates. The time off in lieu shall be taken at the request of the APT member. The Out-of-Scope Head or Out-of-Scope Designate shall ensure that the APT member is able to take time off work earned under this clause.

The year shall be divided into two periods per fiscal year for banking of time in lieu. The periods will be defined by each area and will be based on the work of the area. Time banked in the applicable period is to be taken by no later than the end of the following period.

Notwithstanding the above, with the written permission of the Out-of-Scope Head or Out-of-Scope Designate, an APT member may carry over up to 36.25 hours of entitlement from one year to the next. Additional carry over up to the full amount of the time in lieu may be carried over from one year to the next under special circumstances. Any unused time in lieu carried forward from one year to the next must be used in the year into which it is carried forward.

APT members who are required to return to the workplace by virtue of their assigned duties for unplanned or emergent operational requirements, shall receive time in lieu. The minimum time in lieu will be 3 hours for a call in.
10.4 Scheduled Days Off
APT members shall be provided with nine scheduled days off per year on the basis of 0.75 days for each month of service, with eligibility requirements as outlined in 10.4.1. Scheduled days off entitlement shall be advanced to APT members at the beginning of each July or pro-rated based on the date of appointment. Scheduled days off shall be pro-rated for APT members who work less than full time hours.

Scheduled days off may be taken at the request of the APT member provided approval has been granted by the Out-of-Scope Head or Out-of-Scope Designate. It is the responsibility of the Out-of-Scope Head or Out-of-Scope Designate to ensure that scheduled days off may be taken annually by the APT member. These days cannot be carried forward to the next year and no payment shall be made in lieu of unused time.

10.5 Workload
When an APT member believes that the workload, balanced over a reasonable period of time, is significantly greater than it should be, the member should provide evidence and discuss the matter with the Out-of-Scope Head or Out-of-Scope Designate. The Out-of-Scope Head or Out-of-Scope Designate shall provide a written response to the APT member within seven calendar days indicating whether or not the workload is deemed appropriate. If the workload is not deemed appropriate, the Out-of-Scope Head or Out-of-Scope Designate shall provide a written proposal to the APT member for addressing the workload issue within thirty days.

10.6 Temporary Assignment of Duties
In some circumstances and with mutual agreement of the APT member, the University may assign an APT member to undertake another position, or a substantial portion of the duties of another position, for a limited period of time not to exceed 6 months. The details of the assignment shall be specified in writing to the APT member prior to the APT member deciding whether or not to agree to the assignment. If necessary, the regular duties shall be adjusted in order to perform the additional duties. If the temporary position is for twenty-eight or fewer consecutive calendar days, there shall be no adjustment in the APT member's pay. If the temporary position is for a period of more than twenty-eight consecutive calendar days, the APT member's salary shall be adjusted from the date of reassignment to the greater of:

(a) the first step in the salary range of the position to which assigned;
(b) the present salary plus two increments in the range of the position to which assigned;
(c) the present salary plus two increments in their current position range.

If the temporary assignment is to an Out-of-Scope position the member’s salary shall be adjusted by 8%.

Range maximums shall not apply when adjusting APT member’s salary under this clause.

The temporary assignment of duties may be extended beyond the six months with mutual agreement of the APT member. The Out-of-Scope Head or Out-of-Scope Designate shall also review the workload of the position and restructure the area should the workload be excessive.
10.7 **Transfer and Reassignment**

An APT member may, by mutual agreement between the member and the University, be reassigned or transferred to another position, on a permanent basis, within the APT member’s field of competence. –Forces by the University to transfer assignments within an academic or administrative unit shall not be unreasonably refused. When the University proposes either a transfer or reassignment, it shall inform the Faculty Association of the proposal and its terms. A representative of the Faculty Association has the right to be present at all ensuing discussions. Copies of any document which finalizes such a proposal shall be provided to the Faculty Association.

**Transfers initiated after the ratification of the 2011-2014 agreement** will be subject to the following conditions with respect to treatment of salary:

(a) An APT member, who is reassigned or transferred to a higher pay grade, the APT member’s new salary shall be within the range of the new pay grade. The new salary will be two full increments from the new range higher than the former salary or the minimum of the new range, whichever is greater.

(b) An APT member reassigned or transferred to a lower pay grade position will maintain their current pay grade for a one year period. At the end of the one year period if the APT member’s salary is above the range maximum of the new position no further increments will be awarded; however general salary increases will apply. If the APT member’s salary is within the range of the new pay grade, the new pay grade will apply.

(c) An APT member who accepts a transfer or reassignment on a permanent basis shall not retain any rights to their former position.

10.8 **Job Sharing and Other Arrangements**

After preliminary discussion with the appropriate Out-of-Scope Head or Out-of-Scope Designate the APT member may make written application to Human Resources concerning other arrangements such as job sharing. –Discussions shall take place involving the APT member, the appropriate Out-of-Scope Head or Out-of-Scope Designate, and the Faculty Association. –If an arrangement is agreed to by the parties, it shall be documented and signed by the APT member, the appropriate Out-of-Scope Head or Out-of-Scope Designate, the Faculty Association, and the Human Resources representative. **Copies will be provided to the Faculty Association and placed in the APT member’s official file.**
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10.9 Work of Another Bargaining Unit
APT members shall not be expected to fulfill the job responsibilities of members of another bargaining unit on a regularly scheduled basis.

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ARTICLE 17 - DISCONTINUANCE OF PERMANENT EMPLOYMENT

17.2 Reassignment
During the notice period the University will make every reasonable effort to reassign the APT member into another permanent position. Should a permanent position be unavailable and the discontinued APT member expresses interest in obtaining term employment, Article 17.2.2 will apply.

17.2.1 Reassignment to a Permanent Position
Should the University be able to reassign the APT member to a permanent position and the reassignment is accepted, the following conditions apply:  

17.2.1.3 At the end of the probationary year, if the APT member has performed the job satisfactorily, the APT member will be given the position on a permanent basis. If the APT member does not accept the permanent position, a lump sum severance will be paid. If the APT member accepts the permanent position, all rights to severance pay in respect of the previous position are relinquished.

If the University does not reassign an APT member, employment will be terminated and the APT member will be paid severance as outlined in 17.3.

If the APT member chooses not to accept the reassignment, the APT member will be terminated and will be paid a lump sum severance.

17.2.2 Posted Term Positions during the Notice Period
When a discontinued APT member expresses interest in a term position pursuant to Article 17.2, Human Resources will make the APT member aware of posted term positions that become available during the notice period, as long as the duration of the posted term position exceeds the end of the notice period.
Discontinued APT members who apply for a posted term competition will be given consideration prior to other candidates under Article 8.4, if they meet the required qualifications for the position. Should more than one discontinued APT member meet the qualifications for the position, the APT members shall compete for the position in accordance with Article 8. No severance is paid unless there is a break between the notice period and the start of the posted term position.

If an APT member accepts a posted term position prior to the end of the notice period and before severance is paid, the time in the term position (beyond the end of the notice period) will count as part of the 12 month reappointment period as outlined in Article 17.4.

The University will continue, up to the end of the notice period, to look for a permanent appointment for an APT member that has accepted a term.

At the end of the posted term, or if the APT member is clearly not performing the job satisfactorily in the posted term position as per Article 8.7.4, the APT member can choose either a lump sum or an installment severance payment option if the notice period has expired.

Salary paid shall be in accordance with Article 17.2.1.1.

17.3 **Severance pay**

Severance shall be paid in installments or as a lump sum as elected by the APT member. Installments will be the same as the University's regular pay cycle.

Severance pay shall be two weeks of pay at the salary rate immediately prior to becoming an APT member for every year of continuous service with the University immediately prior to becoming an APT member. Part years will be prorated. The maximum total credit for prior service is twelve months’ pay at the salary received immediately prior to becoming an APT member.

plus

One month's pay for every year of continuous service as an APT member at the final salary being received by the APT member in the position being discontinued. Partial years are pro-rated, and the time is counted to the date the APT member leaves the discontinued position. Subsequent reassignment under the terms of 17.2 does not increase the amount of severance pay.

The total severance pay which an APT member receives cannot exceed the value of twelve months’ pay at the final salary being received in the position being discontinued.
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The APT member can choose to take severance as a lump sum payment or as installments (at their salary rate as earned at the time of position elimination).

In either scenario, the employer-employee relationship is severed. The APT member shall not be entitled to continue benefits. Nothing in this article shall prevent the APT member from converting their benefit plan to an individual plan.

An APT member who has chosen severance paid as installments may elect at any time during the severance period to discontinue receiving installments and have the remaining severance paid out in a lump sum.

If the APT member chooses the lump sum payment (at any time), the APT member is not considered under the reappointment clause (17.4).

Any installments that apply after the end of the reappointment period will be paid out to the APT member as a lump sum payment.

17.4 Reappointment
An APT member whose employment is discontinued, and has chosen to receive their severance as installments, under this Article will be considered an internal candidate for a period of twelve (12) months from the end of the notice period. Appointments to posted positions will be in accordance with Article 8. Severance payments will be suspended if appointed to a term position within the 12 month reassignment period.

When an opening occurs in the APT bargaining unit within the period of 12 months, if the position is the same as the eliminated position, the APT member(s) who held the position shall be offered the position. Should the APT member not accept the position, the University’s obligation has been met and Article 17.4 is no longer applicable. Should the APT member not accept the position, it shall be posted in accordance with Article 8. In cases where there is more than one APT member who held the same position, interviews will be conducted with those APT members. It will be incumbent on the APT member to keep their contact information up to date with the Human Resources if they wish to be considered.

If the APT member chose installments, the payment of severance will cease immediately upon reappointment with the University and the APT member shall have all rights and privileges as if having been an APT member continuously throughout the period of absence.

17.5 Special Arrangements
The University may propose a plan to an APT member or to a group of APT members, whereby the employment of the APT members may be discontinued in accordance with a special arrangement, including a suitable financial settlement. An APT member whose employment is discontinued under this Article is not eligible for severance pay outlined in Article 17.3. Any offer shall be without prejudice. An APT member may submit a request to the University to initiate such an arrangement.
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17.5.1 Whenever the University formally proposes a plan for discontinuance of employment under this article, it shall inform the Faculty Association in writing of the terms of the offer.

17.5.2 The Faculty Association has the right to have a representative participate in any discussion which may take place between the University and the APT member(s) pursuant to any proposal initiated under this article.

17.5.3 Any agreement or arrangement concluded must be in writing. The agreement will not take effect unless and until Human Resources or other senior representative of the University, the affected APT member, and the Faculty Association have signed the agreement. Any offer made in writing by the University shall remain open for a minimum of thirty days.

ARTICLE 22 — EDUCATIONAL LEAVE AND PROFESSIONAL ADVANCEMENT

22.5 Educational Leave

In order to pursue studies for a University degree on a full-time basis, an APT member may be granted leave of absence without pay for a period of up to one year, renewable upon application to a maximum leave of two years—to pursue a University degree on a full-time basis. The written application stating the length of leave, and the nature of the educational program, and whether a grant is desired, must be submitted to the appropriate Out-of-Scope Head or Out-of-Scope Designate at least six months before the leave is to commence.

ARTICLE 23 — BENEFIT PLANS

23.1 Committee

There shall be an Academic and Administrative Benefits Committee (AABC) appointed by the Board of Governors, responsible for seeing that the plans are administered and making recommendations to the membership and to the Board concerning amendments. The committee
shall consist of seven members appointed by the Board of Governors, one of whom shall be an APT member recommended by the Faculty Association.

23.3 Sick Leave and Salary Continuance Plan

23.3.1 Sick Leave
All APT members eligible for the Salary Continuance Plan shall be enrolled according to the requirements of the plan, which provides full salary for ninety (90) calendar days if the APT member is unable to work due to disability. **The APT member may be required to produce a doctor’s certificate in order to access the plan.**

23.3.3 Sick Leave for APT Members over 65
APT members who are employed beyond the normal retirement date in the pension plan will be eligible for an additional 90 calendar days of sick leave. An APT member whose disability or illness extends beyond 180 days may elect to take an unpaid leave of absence of up to one year. **The APT member may be required to produce a doctor’s certificate.**

23.4 Accommodation of APT Members with Disabilities
The University and the Faculty Association recognize their joint duty to provide accommodation in the workplace to APT members with medical disabilities. The University will work to achieve a reasonable accommodation for individuals, subject to bona fide occupational requirements and to the point where it causes undue hardship for the University. The relevant stakeholders will work collectively to identify an appropriate method of accommodation that meets the needs of the individual.

23.5 Group Life Insurance Plan
Eligible APT members shall be provided, at University expense, with the basic group life insurance coverage of two years of annual salary or a minimum of $50,000 and may apply for additional coverage at their own expense.

23.7 Flexible Spending Account (FSA)
All APT members who are eligible (as per Article 23.2.1) for benefits shall receive credits in a Flexible Spending Account in order to support the benefit programs available to APT members.

Effective January 1, 2016 APT members shall receive a credit of $900.

**Effective January 1, 2018 APT members shall receive a credit of $1,000.**

Once per year, commencing January 1, 2016, prior to end of the last business day of November, APT members may direct the allocation of their FSA credits from their Health Care Spending Account to a Wellness Spending Account. Both accounts are subject to Canada Revenue Agency regulations.

Funds from the FSA shall be distributed annually, as directed by the member, to one or both of the following accounts:
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a) Health Care Spending Account or
b) Wellness Spending Account (taxable)

Both accounts are subject to Canada Revenue Agency regulations.

Should no election be made, all credits will default to the Health Care Spending Account. Subject to Canada Revenue Agency regulations, unused balances in the Health Care Spending Account shall be carried forward.

23.9 Family Tuition Scholarship Fund
The University will establish and maintain a Family Tuition Scholarship Fund to which the immediate family members (spouse or partner and eligible dependents) of eligible APT members may apply. For the purpose of this clause, an eligible APT member is as defined in Article 23.2.

The Family Tuition Scholarship Fund will be administered by the University and will be in place to provide scholarships. Scholarships will be awarded based on criteria established by the University, with $500-$1,000 being awarded per scholarship to family members per semester to a maximum payment per family member of $1,200 per year.

Annually the University will provide to the Faculty Association aggregate statistical information on the family tuition benefit.

23.10 Academic and Administrative Pension Plan
Eligible APT members shall join the pension plan.

Notwithstanding the above, certain term employees, under extraordinary circumstances such as already belonging to the pension plan of an employer to whom they will return at the conclusion of the term, may elect not to join the pension plan providing the University and the Faculty Association agree.

23.10.1 Payment of Contributions
The University and the members of the pension plan each contribute one-half of the contributions to the Academic and Administrative Pension Plan.

23.12 Employee Benefits During Leave of Absence Without Pay

23.12.1 If the leave is for 31 days or fewer, employee benefit coverage and payments by employee and employer remain the same.

23.12.2 If the leave is for more than 31 days:
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Pension Plan - Service credit may continue to be accumulated by the APT member making prior arrangements in accordance with the terms of the plan.

Salary Continuance Plan - The APT member may continue coverage by prepaying the appropriate premium in accordance with the provisions of the plan.

Group Insurance - The University will maintain the basic coverage on any APT member on leave. -The APT member may arrange to continue optional coverage by prepaying the appropriate premiums--in accordance with provisions of the plan. (Failure to continue optional coverage may require a medical examination as a condition of reinstating coverage).

Dental, Vision, and Extended Health Care Plans - The APT member may continue coverage by prepaying the appropriate premium in accordance with the provisions of the plans.

Memorandum of Agreement between the University of Regina and the University of Regina Faculty Association (URFA) representing the Administrative, Professional and Technical (APT) Employees Bargaining Unit

**Article 27 – Leave upon the Birth or Adoption of a Child**

The federal government has made amendments to the rules governing parental leave. Parents can choose to receive parental benefits over a period of 12 months at the current benefit rate or up to 18 months at a lower benefit rate.

The parties agree that, provided the APT member is in receipt of employment insurance benefits, Supplementary Employment Benefits (SEB) as outlined in Article 27.5 will be provided based on the standard parental benefit rate, regardless of the duration of the leave. The level of SEB will not increase should an APT member choose extended parental benefits.
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There are two options available for receiving federal EI parental benefits:

1. **Standard parental benefits** can be paid for a maximum of 35 weeks at a weekly benefit rate of 55 percent of the claimant’s average weekly insurable earnings, up to a maximum amount. For 2017, claimants can receive a maximum amount of $543 per week for up to 35 weeks.

2. **Extended parental benefits** can be paid for a maximum of 61 weeks at a weekly benefit rate of 33 percent of the claimant’s average weekly insurable earnings, up to a maximum amount. For 2017, claimants can receive a maximum amount of $326 per week for up to 61 weeks.

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**ARTICLE 28 - PERSONAL LEAVES**

**28.3 Compassionate Care Leave**

APT members who have been employed by the University for more than 13 **consecutive weeks** may apply to the Out-of-Scope Head or Out-of-Scope Designate for compassionate care leave of up to **sixty-eight (28)** weeks without pay. The application shall be in writing and shall state why the member is requesting the leave. If a family member faces a significant risk of death during the period for which leave is being requested, leave shall not be refused unreasonably. Leaves for longer periods may be granted.

The member may be eligible for Employment Insurance Compassionate Care Benefits from Human Resources and Skills Development Canada.
ARTICLE 31 – GRIEVANCES

31.1 Should any difference arise between the University and the Faculty Association or between the University and any employee or group of employees covered by this agreement concerning its interpretation, application, or alleged violation, the parties agree that the difference will be settled as hereinafter provided.

31.2 The APT member may be accompanied at any stage of the procedure by representative(s) of the Faculty Association.

31.3 Before a formal grievance is filed by either party, the parties will make reasonable attempts to settle the dispute by informal discussion.

31.4 In order to be accepted, the grievance must be in writing and be submitted to the Out-of-Scope Head or Out-of-Scope Designate, with a copy to Human Resources, within thirty days of the aggrieved party being aware of the incident complained of, except in the case of dismissal for cause: see Article 16.

31.5 The written grievance must be signed by the APT member(s) affected and by an official of the Faculty Association on the one hand or, if it is a University grievance, must be signed by the Human Resources designate.

31.6 The grievance must state the section or sections of the agreement alleged to have been violated, and specify what remedy would be sufficient to correct the alleged violation.

31.7 Grievances by the University will be forwarded to the Chair of the Faculty Association, and will be heard at one stage only, before being eligible for submission to arbitration, as outlined hereinafter.

31.8 Grievances by the Faculty Association will be heard at two stages:

**Stage One:** The written grievance shall be submitted to the appropriate Out-of-Scope Head or Out-of-Scope Designate of the faculty or department of the aggrieved APT member and a copy submitted to Human Resources. A written response shall be returned to the Faculty Association within fourteen calendar days of receipt of the grievance. The Out-of-Scope Head or Out-of-Scope Designate may investigate the circumstances, and may arrange meetings with Faculty Association representatives and may require the aggrieved APT member(s) to be present.
Stage Two: If no response or an unsatisfactory response is returned at Stage One, the Faculty Association may, within fourteen calendar days of the expiration of the time limit for response at Stage One, submit the written grievance to the Human Resources designate, who shall be responsible for seeing that a written response on behalf of the University is forwarded to the Faculty Association within fourteen calendar days. The Human Resources designate may require a meeting between the appropriate Faculty Association members and University Officers, which the aggrieved person(s) may be required to attend.

31.9 Arbitration
In the event that a grievance has not been settled through the procedure outlined above, either the University or the Faculty Association may, within fourteen calendar days, submit the matter to arbitration by sending written notice to the other party. The referring party may indicate in the notice that it wishes to utilize an expedited arbitration process. The other party will respond in writing within 14 calendar days of receiving the request indicating whether they agree to the expedited arbitration process.

31.9.1 The arbitration board shall consist of three members: one chosen by the Faculty Association, one chosen by the University and a third, the chair, chosen by the Faculty Association and the University. In an expedited arbitration process there shall be a single arbitrator chosen by the Faculty Association and the University.

31.9.2 From the date the written notice is received by the other party, the University and the Faculty Association shall have fourteen calendar days in which to name their representatives on the Board, or in the case of an expedited Arbitration, to agree on an Arbitrator. In the case of a Board, the representatives shall then have a further fourteen calendar days in which to select a chair. If a Chair or Arbitrator is not agreed upon within the time limits herein established, written notice shall be immediately forwarded to the Minister of Labour requesting the appointment, as soon as possible, of a chair/arbitrator who is not an employee or an official of the University.

31.9.3 The Arbitration shall begin within fourteen calendar days of the Board or single arbitrator being named. At the Arbitration each party shall be entitled to be represented by counsel or otherwise, to present evidence, to cross-examine the witnesses of the other party, and to present argument orally and/or in writing. The decision reached in an Arbitration shall be final. At the time of appointment, a single arbitrator must agree to render a decision within a period of four months from the time of his or her appointment.

31.9.4 The Arbitrator/Board shall not have the power to alter any of the terms of this Agreement or to substitute any provisions nor to give any decision inconsistent with the terms of this agreement.

The Arbitrator/Board shall have the power to dispose of any grievance involving dismissal or disciplinary action by any arrangement which it deems just and equitable.
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31.9.5 The fees and expenses of the Chair/Arbitrator shall be shared equally between the parties. Each party shall be responsible for its costs, fees, and expenses of witnesses, and those of its Board Member.

31.10 Any and/or all of the time limits imposed by the foregoing provisions may be waived by agreement between the University and the Faculty Association.

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ARTICLE 37 — DURATION AND CONTINUATION OF THE AGREEMENT

37.1 This Collective Agreement shall be binding and remain in effect from July 1, 2017 until and including June 30, 2021.

37.2 This Agreement shall, unless any provision otherwise specifically provides, continue in force beyond the date noted above, including during any period of negotiation, until a new collective agreement is ratified, except that the "no strike, no lockout" clause is not in effect after June 30, 2021.
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Unless otherwise stated, all changes take effect the 1st of the month following ratification of the agreement by the parties. Retroactive economic adjustments will be provided to all active members including those on disability and approved leave and those who have retired since July 1, 2017.

APPENDIX A

1. Salary Scales

<table>
<thead>
<tr>
<th>Pay Grade</th>
<th>Minimum</th>
<th>Increments</th>
<th>Maximum</th>
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July 1, 2019 1.25% increase

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July 1, 2020 1.5% increase, add one increment

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2. Adjustments to Salary Scales

July 1, 2017  Salary scales to increase by zero (0) per cent.

July 1, 2018  Salary scales to increase by zero (0) per cent.

July 1, 2019  Salary scales to increase by one and one quarter (1.25) per cent.
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July 1, 2020  Salary scales to increase by one and one half (1.5) per cent. -Add one (1) increment to the maximum of the range.

3. Adjustments to Individual Salaries
   July 1, 2017  Salaries will be increased by zero (0) per cent. -Range minimums and maximums apply.
   July 1, 2018  Salaries will be increased by zero (0) per cent. -Range maximums apply. $1,400 one-time lump sum payment, which is not applied to base salaries or the salary scales.
   July 1, 2019  Salaries will be increased by one and one quarter (1.25) per cent. Range maximums apply.
   July 1, 2020  Salaries will be increased by one and one half (1.5) per cent. Range maximums apply.

4. Part-Time Appointments
   APT members who are appointed to part-time positions will have pay pro-rated.

5. Accountable Professional Expense Accounts
   5.1 Effective May 1, 2013, all permanent and probationary employees, and term employees whose employment will continue for one (1) year or more, are entitled to an accountable professional expense account in the amount of $1,200 per fiscal year. (pro-rated accordingly).

* * * * * * * * * * * * * * * * * * * * * * * *

APPENDIX E

MEMORANDUM OF AGREEMENT

ON TRANSFER AND RE-ASSIGNMENT (Article 10.8)

The parties agree that the changes in the transfer and reassignment language in Article 10.8 will be administered on a go forward basis effective the date of ratification of the 2014-2017 APT collective agreement. APT members who were transferred prior to the ratification date of this agreement will not be negatively affected and their current transfer agreements will continue to apply.

NOTE: The article number was changed from 10.8 to 10.7 in the 2014-2017 agreement.