



First Nations University of Canada

(formerly Saskatchewan Indian Federated College)

2017-2021 Collective Agreement



University of Regina Faculty Association

Representing the

Administrative, Professional and Technical Employees

**First Nations University
2017 - 2021
Collective Agreement**

University of Regina Faculty Association
representing the
First Nations University Administrative, Professional and
Technical Bargaining Unit

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ARTICLE 1 DEFINITIONS

Throughout this agreement, the term:

“University” means the First Nations University of Canada.

“President” means the President of the First Nations University of Canada.

“Faculty Association” or “URFA” refers to the composite of all bargaining units which make up the University of Regina Faculty Association as a single representative body. The administrative, professional and technical bargaining unit, otherwise known as APT, is part of the Faculty Association.

“Director or equivalent” means either:

- a) the out-of-scope head of the functional unit to which the employee belongs; or
- b) such out-of-scope person within the unit to whom the head may delegate this responsibility.

“APT member(s)” means the administrative, professional and technical employees at First Nations University in the bargaining unit to which the terms of this agreement apply.

“Member(s)” means the administrative, professional and technical employees of the APT bargaining unit at First Nations University.

“Bargaining Unit” refers to the First Nations University-APT group of administrative, professional and technical employees certified by the Saskatchewan Labour Relations Board July 2, 1991.

“First Nations” are the governing bodies of the original indigenous peoples of the Americas as they currently constitute themselves, and the citizens of those nations.

“Canadian First Nations” are the governing bodies of the original indigenous peoples of Canada as they currently constitute themselves, and the citizens of those nations.

ARTICLE 2 PREAMBLE

- 2.1 The parties to the agreement recognize that the First Nations University of Canada is a unique, First Nations-controlled educational institution, whose objectives include service to First Nations communities, and the promotion, preservation, protection and interpretation of First Nations' histories, languages, cultures, and artistic heritages, using First Nations and non-First Nations ways of knowing and understanding. As well, First Nations University of Canada is founded upon, and operates with, guidance and blessing of First Nations' Elders.

The First Nations University of Canada embodies the values and aspirations of First Nations peoples to achieve education of quality within a uniquely First Nations environment. The University seeks to promote, for all members of the University family, the development of spirit, body, mind and sense of community.

The parties agree to work together for these goals, to promote harmonious relations, and to settle any misunderstandings and disagreements peacefully, in the spirit of the traditional First Nations values of tolerance, humility, mutual respect, and sharing.

- 2.2 This Collective Agreement sets forth the terms and conditions governing the employment by First Nations University of members of the First Nations University administrative, professional and technical employees and is binding upon the parties signing it. The parties agree:

- a) to affirm the principle of First Nations jurisdiction over First Nations University;
- b) to support, and to encourage the right of First Nations to exercise their inherent right to govern their own affairs.

- 2.3 The parties acknowledge that each is committed to carrying out their responsibilities to each other under this agreement in a fashion which promotes harmonious relations and in a spirit of tolerance, humility and mutual respect consistent with the right of First Nations to govern their own affairs.

- 2.4 The parties agree to act according to the principles of natural justice (procedural fairness).

ARTICLE 3 RECOGNITION

The University recognizes the University of Regina Faculty Association, which is a member of the Canadian Association of University Teachers (CAUT), as the exclusive collective bargaining agent for the members of the bargaining unit, as defined by the Certificate of the Saskatchewan Labour Relations Board dated at Regina, Saskatchewan on the second day of July AD 1991, and as may be amended from time to time by the said Board or by mutual agreement of the parties to this agreement.

The University hereby agrees to negotiate with the Faculty Association any and all matters pertaining to working conditions, hours of work, classification, scale of wages, benefits, and any other matters mutually agreed to.

ARTICLE 4 MANAGEMENT RIGHTS

The Parties recognize the right of the employer to plan, coordinate, and direct its resources, assign duties and manage the affairs of the University except as limited by the provisions of this Agreement, applicable legislation and jurisprudence.

The employer agrees to exercise these rights in a manner that is fair, reasonable, and equitable.

ARTICLE 5 JOINT RELATIONS COMMITTEE

University/Faculty Association Joint Relations Committee

The function of the University-Faculty Association Joint Relations Committee includes fostering better communication between the University and APT members, and promotion of harmonious relationships by discussing areas of mutual concern. When the University intends to implement material new policies or material changes to existing policies that may alter the rights, duties and responsibilities of APT members, except in unusual circumstances, such changes or new policies will be raised for discussion at a Committee meeting before the changes or policies are finalized and implemented.

The Committee shall consist of not more than three members designated by each party. Either party may request an Elder to attend the meetings.

Meetings may be called by either party upon two weeks' notice. The notice will include the items to be discussed. Either party may add further items to the agenda.

The Committee may not alter any section of the collective agreement but may discuss its interpretation or administration and any item relating to working conditions. The Committee has no power to bind either party.

Discussions will be informal with either party keeping notes as it requires.

ARTICLE 6 DUES AND MEMBERSHIP AND EMPLOYEE INFORMATION

6.1 Union Security

- 6.1.1 Every employee who is now or later becomes a member of the union shall maintain membership in the union as a condition of the employee's employment.
- 6.1.2 Every new employee shall, within 30 days after the commencement of the employee's employment, apply for and maintain membership in the union, and maintain membership in the union as a condition of the employee's employment.
- 6.1.3 Notwithstanding paragraph 6.1.1 and 6.1.2, any employee in the bargaining unit who is not required to maintain membership or apply and maintain membership in the union shall, as a condition of the employee's employment, tender to the union the periodic dues uniformly required to be paid by the members of the union.

6.2 The University shall inform each new member of the Bargaining Unit of the provisions of Article 6.1 not later than 30 days after the member's date of appointment.

6.3 The University shall deduct from the salary of each member of the Bargaining Unit fees and dues as directed by the Faculty Association provided that each member who wishes this type of payment has submitted a written authorization for such deduction to the Human Resources Department.

6.4 The University shall forward to the Treasurer of the Faculty Association by the 10th of each month, a payment specifying the amounts deducted, as outlined in Article 6.3, together with a listing of the names from whom such deductions have been made, the pay grade of each APT member, and the amount of each deduction.

6.5 The University shall promptly inform the Faculty Association of the name of any newly hired member of the Bargaining Unit. This information will include the APT member's status, position, pay grade and salary along with a copy of the letter of appointment.

6.6 No later than May 10th of each year, the University shall make available to the Faculty Association a report of all APT members in the bargaining unit, effective April of that year indicating:

- name
- gender identity
- employment status - permanent, term or probationary
- position title
- salary and pay grade
- date of first appointment to an APT position
- date appointed to current position
- start and end dates of appointments, if applicable
- normal retirement date
- date of first appointment with the University
- leaves, type of leave, dates of leave
- status/non-status
- Employee number

By the 10th of each month thereafter, the Human Resources Department will inform the Faculty Association, in writing, of changes to the report. The University will provide any correspondence that will affect salary (e.g.: short term disability letter to employee, temporary assignment of duties, etc.) at the time of report submission.

6.7 There shall be only one official file for each APT member, and it shall be located in the Human Resources Department. The file shall contain only material pertinent to the APT member's employment with the University. It shall not contain any anonymous material.

Each entry will be officially date stamped as of the day it arrives in the Human Resources Department. The member may add a signed and dated response to any document contained therein.

An APT member (or other person with written permission from the member) shall have the right to examine the official file at any time during regular office hours in the company of a Human Resources Department employee. The member may be accompanied, if desired, by a Faculty Association representative of the member's choosing.

Upon request to the Human Resources Department, the APT member shall be provided with copies of a reasonable number of documents in the file, at the member's expense.

A Director or equivalent may have a working file of material which is destined for the official file, and it is subject to the same provisions as the official file. Material destined for the official file shall be transferred to the official file in a timely manner.

- 6.8 All current APT members shall have job descriptions placed in their official file in the Human Resources Department. The job description will be used during the member's annual performance review, and will be subject to regular reviews.

For each vacant APT position, the Human Resources Department, in cooperation with the Director or equivalent, will review the existing job description to ensure it is still valid. For each approved new APT position, the Director or equivalent will develop the job description to reflect the duties and responsibilities and the necessary qualifications. The job description may be used in the classification process (see Article 15).

Every APT member shall be provided with a copy of their job description.

- 6.9 A copy of each and every written correspondence passing between the Faculty Association and the University shall be sent to Human Resources at humanresources@fnuniv.ca and the Faculty Association at URFA@uregina.ca.

ARTICLE 7 ASSOCIATION ACTIVITIES AND USE OF UNIVERSITY PREMISES

7.1 The University supports APT member's involvement in Faculty Association activities and shall provide reasonable time off, with pay, to participate in these activities. These activities may include but are not limited to preparing for and conducting negotiations, participating on University-Faculty Association Joint Committees and Faculty Association Committees and other special business of the Association, provided such participation will not cause the University undue hardship.

The Faculty Association shall provide the University with the names of APT members that serve on University-Faculty Association Joint Committees and Faculty Association Committees.

When an APT member receives notification of a meeting or obligation that requires the APT member's attendance, the APT member will provide the dates/time commitment to her/his Director or equivalent at the time of notification. Should the University have concerns about operational requirements, these concerns will be raised with the Faculty Association for resolution.

Meetings called by the University other than for negotiating will be at University expense.

7.2 Notwithstanding 7.1, the University will provide additional related time to an APT member in the event the member is President of the Faculty Association, Chair of the Faculty Association Grievance Committee, an elected representative to the Faculty Association Executive or Grievance Committees, or is a member of a Joint University-Association Committee.

7.3 Subject to availability, the University will allow the Association reasonable use of University duplication services, computing facilities, audio-visual equipment, and suitable meeting rooms, upon request.

7.4 The University agrees to permit the Association to post notices and information of interest to the employees.

7.5 The University agrees to allow the Association use of the University's internal mail service.

7.6 Any correspondence or communication, regardless of the medium used, concerning any matter associated with the application, interpretation or administration of this Collective Agreement that is carried on among members and/or the Faculty Association staff, office or officers is the property of the members and/or the Faculty Association.

ARTICLE 8 AFFIRMING DIVERSITY WITHIN A FIRST NATIONS INSTITUTION

- 8.1 The Elders affirm that the Creator gave different forms of culture and expression to different peoples, and that these forms are all equally valid. Furthermore, they recognize individuals and groups are enriched through the sharing of their cultural knowledge. In recognition of the mission of the University, the parties to this agreement are committed to the principles of employment equity.
- 8.2 In accordance with the mission of the University and Section 48 of *The Saskatchewan Human Rights Code*, the Parties recognize that First Nations are vastly under-represented in the workforce and are committed to employment preference for members of First Nations and other Indigenous persons when recruiting and hiring APT members.
- 8.3 The Parties are committed to providing an environment that affirms and promotes First Nations cultures and values, and the dignity of human beings of diverse backgrounds and needs. The Parties agree that it is necessary to achieve and maintain balance and establish a strong First Nations' presence within the University at every level.
- 8.4 When recruiting APT members, the University will ensure that all external advertisements reflect the University's commitment to the hiring of First Nations and other Indigenous persons, and employment equity.
- 8.5 The University will undertake appropriate steps to redress historic imbalances in representation for any of the designated groups.

ARTICLE 9 RESPECTFUL UNIVERSITY

9.1 Preamble

Harassment and discrimination are, fundamentally, a selective denial of the basic human right to be treated with dignity and respect. The University will not tolerate or condone harassment or discrimination, and will take all reasonably practicable steps to ensure employees, students and members of the University community (including individuals employed directly or indirectly at the University, students, volunteers and visitors) are not subjected to harassment and/or discrimination, and will take all reasonable steps to prevent this type of behaviour and to stop it if it occurs.

The Parties are committed to creating, promoting, and maintaining a positive environment for working and learning that is free from discrimination and harassment, honours the teachings of our Elders, and complies with *The Saskatchewan Human Rights Code*, and *The Saskatchewan Employment Act* and *Occupational Health and Safety Regulations*, or other applicable legislation.

9.1.1 No person shall intimidate, retaliate against, coerce or impose any penalty, loss or disadvantage upon any person on the grounds that that person has made or may make a complaint, disclosure, testimony, or participated in any way through this Article.

9.2 Respectful University Policy

The University is committed to maintaining a policy and procedure that will prohibit all forms of discrimination and harassment and ensures that all members of the University community have the right to participate equally in activities of, or at, the University without fear of discrimination, harassment, or reprisal.

A formal complaint under any other University policy or collective agreement article may trigger the Respectful University Policy. Nothing in this policy will prevent APT members from seeking redress through the grievance or arbitration procedures of Article 37, or any other recourse allowed by law. Any changes to this Policy and procedures will only be made in consultation with the Occupational Health and Safety Committee and upon notification to the Faculty Association.

This Policy and the provisions of this Collective Agreement shall apply to risks, threats and incidents of discrimination and/or harassment that occur: on University premises; on any other work and study sites under the University's control; during the course of any University sponsored event; and, to conduct not on University premises that has an identifiable and substantial link to the University, or that affects the University working or learning environment, including but not limited to conduct through social media and public websites.

The Parties further agree that there shall be no discrimination and/or harassment practiced with respect to any APT member who, in a professionally responsible manner expresses disagreement with the University's policies and practices.

9.3 No Harassment

9.3.1 Personal Harassment or Bullying

Personal harassment is not based on any of the prohibited grounds. It is sometimes referred to as "bullying".

Personal harassment involves repeated conduct or a single, serious incident that causes a lasting harmful effect on the employee. Examples of personal harassment include, but are not limited to: verbal or written abuse or threats; exclusion, insulting, derogatory or degrading comments, jokes or gestures; personal ridicule or malicious gossip; unjustifiable interference with another's work or work sabotage; refusing to work or co-operate with others; interference with or vandalizing personal property.

9.3.2 Harassment Based on Prohibited Grounds

The Parties agree there shall be no harassment on the basis of any prohibited grounds set forth in *The Saskatchewan Human Rights Code* (subject to pension and benefits provisions) and *The Saskatchewan Employment Act*.

The Saskatchewan Employment Act defines harassment as: any inappropriate conduct, comment, display, action or gesture by a person:

- (i) that either:
 - a) is based on race, creed, religion, color, sex, sexual orientation, marital status, family status, disability, physical size or weight, age, nationality, ancestry or place of origin; or
 - b) subject to subsections (4) and (5), adversely affects the worker's psychological or physical well-being and that the person knows or ought reasonably to know would cause a worker to be humiliated or intimidated; and
- (ii) that constitutes a threat to the health or safety of the worker.

This type of harassment also extends to sexual harassment. Sexual harassment may be verbal, physical or visual. It is always unsolicited and unwelcome behaviour, and can take many forms, which include, but are not limited to:

- a) A direct or implied threat of reprisal for refusing to comply with a sexually orientated request;
- b) Sexual remarks; "jokes" with sexual overtones; a sexual advance or invitation; displaying offensive pictures or photographs; threats; leering; physical contact like touching, patting, pinching, or brushing against; sexual and physical assault; unwelcome physical contact; unwelcome invitations or requests, direct or indirect, to engage in behaviour of a sexual nature, refusing to work with or have contact with employee/students because of their sex, gender or sexual orientation.

9.4 **Discrimination**

9.4.1 Discrimination is the harmful treatment of an individual or group, based on certain personal characteristics. The Parties agree that there shall be no discrimination practised by reason of age, ancestry, race or perceived race, creed, colour, nationality, place of origin, political or religious affiliation or belief, sex, sexual orientation, gender identity, marital status, family status, physical and/or mental disabilities (except where accommodation of which would satisfy the threshold of undue hardship), receipt of public assistance, and membership or activity in the Association.

9.4.2 Further, the Parties agree that there shall be no discrimination practiced with respect to any APT member by reason of family relationship. The Parties agree that no APT member or officer of the University shall take part in formal discussions regarding the application, or the terms and conditions of employment, of a member of that person's family.

9.4.3 In accordance with the obligations of employees under *The Saskatchewan Human Rights Code*, no employee shall discriminate against another employee on the basis of a prohibited ground.

9.4.4 **Systemic Discrimination**

The Parties are committed to the identification and elimination of systemic discrimination in the workplace. Systemic discrimination occurs when structural barriers or widespread stereotypes and assumptions bar certain groups of people from full participation in activities covered by *The Saskatchewan Human Rights Code*.

9.5 **Duty to Accommodate**

9.5.1 The Parties recognize their joint duty under human rights legislation to provide accommodation in the workplace to APT members with disabilities. This duty applies to all characteristics identified in *The Saskatchewan Human Rights Code*, and includes but may not be limited to, disabilities, family status, pregnancy, ancestry, and religion.

9.5.2 The University will maintain a policy and/or procedure on the duty to accommodate that clearly lays out the responsibilities of the employer, union and worker seeking accommodation that will only be altered in consultation with the Occupational Health and Safety Committee and upon notification to the Faculty Association.

9.5.3 The University, the Faculty Association, and the APT member agree to make every effort to obtain suitable modified or alternate employment to APT members who are temporarily or permanently unable to perform or return to their regular duties, as a consequence of a disability, illness or injury, or due to

other circumstances identified in *The Saskatchewan Human Rights Code*. In such circumstances the Faculty Association and the University may agree to waive certain provisions of this Agreement. All parties shall work cooperatively to foster an atmosphere conducive to a successful return to work and/or accommodation.

- 9.5.4 Once requested by an APT member, or the Faculty Association on their behalf, the University will provide for accommodation of members who face barriers at work related to human rights grounds without undue delay.
- 9.5.5 The University will do everything reasonably practicable including, but not limited to, modifying the workplace and workstations, modifying shifts and schedules, adapting equipment, restructuring duties, and providing other supports and taking other steps to accommodate APT members up to the point of undue hardship. Undue hardship is generally defined as an unbearable financial cost or a considerable disruption to business, or an interference with the rights of others.
- 9.5.6 The definition of disability will be viewed broadly to include disabilities that are physical, mental, developmental or learning; temporary, episodic or permanent; evident at birth or acquired later in life; and acquired at work or elsewhere.
- 9.5.7 The Parties will respect the right to privacy of the worker seeking accommodation, to the extent possible. Any documentation pertaining to an APT member's workplace accommodation shall be kept in a file for this sole purpose, and shall not be retained in an APT member's official file.
- 9.5.8 The Parties agree that the member seeking an accommodation has a duty to disclose the obstacles to employment resulting from their disability and/or other protected circumstances requiring accommodation, but not the diagnosis of their disability. In addition, APT members will cooperate with rehabilitation efforts, work within restrictions, and accept reasonable proposals for accommodation.
- 9.5.9 The parties will cooperate with each other to the fullest extent possible in all accommodation matters.

9.6 **Grievability**

The provisions of this Article do not limit or amend the provision of any collective agreement, and are not intended to discourage or prevent someone from pursuing a complaint with the Saskatchewan Human Rights Commission, Occupational Health and Safety, or via any other legal avenues available.

An APT member pursuing a complaint pertaining to discrimination and/or harassment under this Agreement, University policy, or any applicable legislation shall be entitled to request representation by the Faculty Association at every stage of the dispute resolution process.

9.7 **Reconciliation**

At any time in the process reports of discrimination and/or harassment can be resolved using formal and/or informal approaches.

Approaches to reconciliation may include consultation, talking circles, or other traditional First Nations approaches to conflict resolution or mediation, formal investigations, grievances and arbitration.

9.8 **Expedited Grievance**

The Faculty Association shall have the ability to commence grievances alleging a violation of this Article at Stage II of the Mechanism for Dispute Resolution detailed in Article 37.

9.9 **Safe Workplace**

An APT member who believes that an alleged violation of this Article creates an unsafe workplace shall be entitled to request a change of physical space or other accommodations without fear of reprisal.

ARTICLE 10 HEALTH AND SAFETY

The University, the employees and the Faculty Association share a commitment to creating and maintaining workplaces which are healthy and safe for all employees and the public, and share a commitment to cooperate in resolving health and safety concerns expeditiously. To that end, the University shall make provisions for the health and safety of employees during working hours, and shall comply with the provisions of *The Saskatchewan Employment Act* and the Occupational Health and Safety Regulations of the Province of Saskatchewan. APT members shall have representation on the First Nations University Occupational Health and Safety Committee.

- 10.1 An Occupational Health and Safety Committee(s) will be established to address health and safety concerns for members, and for the general education of members. The APT bargaining unit will have one representative on each Committee and one alternate.
- 10.2 The members of the joint committee(s) will receive training from the Department of Labour into the roles and responsibilities of such committee(s), at the University's expense. Such training will be considered leave with pay and done during working hours.
- 10.3 The role of the Committee will be to receive concerns and complaints from APT members on matters affecting health and safety of the workplace, gather information pertaining to the complaints, investigate, and make recommendations to management and the member for the resolution of the complaint. Complaints must be made in writing by the member, outlining the health or safety concern and proposed remedies, and sent to the Co-Chairs of the Committee(s), with a copy to the Director of Human Resources and the Faculty Association.
- 10.4 The Committee will investigate the complaint as soon as possible after the Co-Chairs receive the complaint, and forward their report and recommendation for resolution of the complaint to the Director of Human Resources, the complainant and the Faculty Association within fifteen working days of the complaint being received except in unusual circumstances.
- 10.5 The University will consider time spent by APT members on committee work as time worked. Every committee meeting will be recorded in its official minutes and copies will be posted on bulletin boards in the workplace with copies forwarded to the Director of Human Resources, the Faculty Association, and be available for inspection at the request of the Saskatchewan Department of Labour.
- 10.6 The Committee(s) shall make annual reports to the University and the Faculty Association reporting all incidents or complaints that were filed and investigated, and the recommendation for the resolution. The University will distribute the reports throughout the University community.
- 10.7 **Right to Refuse**
 - 10.7.1 APT members have the legal right to refuse unsafe work, if the APT member has reasonable grounds to believe that the work is unusually dangerous to the APT member's health or safety or the health and safety of any other person at the place of employment. The member will inform his/her supervisor.
 - 10.7.2 The Committee will investigate each refusal and make a decision if such refusal is warranted. The Committee shall report its findings to the University, and if necessary make recommendations for corrective action. If such action is not warranted, the Committee will report that to the University, and will meet with the affected member(s) and report to them the reasons for its decision.
 - 10.7.3 The University may reassign the APT member to other temporary duties during the Committee's investigation, with no loss in pay or benefits to the member. The University shall not take action against the member for exercising their right to refuse unsafe work.
- 10.8 The University will supply first aid kits at each location, and will ensure that a University employee is trained in a certified first aid course, at the University's expense.
- 10.9 All APT members who travel on behalf of the University shall be provided with first aid winter survival kits that meet the Saskatchewan Safety Council standards. The APT member is responsible for obtaining and returning the kit when travelling.

- 10.10 Where an APT member is required to work alone or at an isolated place of employment, the University in consultation with the Committee or an OH&S representative, shall identify the risks arising from the conditions and circumstances of the worker's work or the isolation of the place of employment. The employer shall take all reasonably practicable steps to eliminate or reduce the risks identified.

ARTICLE 11 SECURITY

The parties recognize that the safety of employees, staff, students and the general public may require the installation of cameras in public access areas of the University campuses such as parking lots, walkways, building entrances, exits and hallways. Any area subject to such surveillance must be identified by a posted notice to that effect. Annually, the Faculty Association will be informed of changes in the number and/or location of security cameras and other security measures that may affect member privacy.

ARTICLE 12 APPOINTMENTS, POSTING, SELECTION, AND PROBATION

For the purpose of this Article, the word “appointment” refers to the person appointed to a position. The word “position” refers specifically to the job regardless of whether or not there is an appointment to the position.

12.1 When a position in the Bargaining Unit is to be filled, the Human Resource office, in close cooperation with the appropriate Director or equivalent, will arrange for classification, posting, advertising, screening, interviews and correspondence, as hereinafter stipulated.

12.2 Types of Appointments

All appointments shall be stipulated as one of the following:

- a) **Permanent:** The appointment will carry an initial probation period as per Article 12.8. When such probation has been successfully completed, the appointment will become permanent.
- b) **Term:** The appointment will terminate, subject to Article 12.3 and 12.7, no later than the date stipulated in the posting and confirmed in the letter of offer. No further commitment, expressed or implied, exists on the part of the University or the appointee.

In no case shall the number of term appointments, not including leave replacement for a permanent appointment, exceed the number of permanent appointments.

- c) **Unposted Term:** A vacancy as a result of an exceptional circumstance to a current or existing position that is less than 4 months in duration and can be either full or part time. Unposted terms can only be extended beyond 4 months with the agreement of the Faculty Association.
- d) **Part-time:** An appointment may be stipulated as part-time. This means the incumbent will work less than full days with working arrangements stipulated and benefits, including pay for time, pro-rated. Statutory holidays and other days off recognized by the University shall similarly be pro-rated. If an appointment is not stipulated as part-time, it is assumed to be a full time appointment in which the incumbent will work full days on a year round basis.

12.3 Types of Term Appointments

The parties agree that the University may require term appointments in the following instances:

- a vacancy of a permanent position by resignation, retirement, death, dismissal, or exceptional circumstance, which affects the efficient operation of a Department or unit, and until the position can be filled through the processes set out in 12.4, but in no case longer than 180 days, or in the case of unposted terms 4 months;
- a vacancy created by a permanent staff member taking approved leave, such as pregnancy or parental leave, education leave, disability, or leave without pay;
- an operational need of a short term is identified; or
- a special project/program with finite funding.

12.4 Posting and Selection

All positions except unposted term positions of up to four months, will be posted on campuses in places accessible to all APT members and remain posted for a period of five (5) working days. If the 5th working day is a Friday, the posting period will be extended to include the following working day. The postings will include a position description, qualifications, location, whether permanent or term, part-time or full-time, pay grade and salary range. Qualifications will be consistent with those stated on the Job Evaluation information. A copy of the posting will be forwarded to the Chair of the Association.

In exceptional cases the University and the Association may, by mutual agreement, waive the posting requirement.

12.4.1 Any APT member may make written application to Human Resources for a posted position. APT members who submit a written application to Human Resources before the stipulated closing date and meet the qualifications as stated in the job posting for the position shall be interviewed. Term employees appointed to an unposted term shall be given preference over external applicants but not internal applicants. An application received from an APT member after the posting period shall be considered as an outside application.

- 12.4.2 An APT member, appointed by the Faculty Association, will participate in the internal selection process as an observer. Procedures for the screening and selection process for internal applications are outlined in Appendix B.

All applications made by APT members will be submitted to the selection committee, including the APT observer. Human Resources will also provide the qualifications matrix per Appendix B (3).

- 12.4.3 Preference will be given to appointing an applicant from the APT bargaining unit who meets the qualifications as stated in the job posting and submits an application before the stipulated closing date as stated in the job posting. Should more than one APT applicant be deemed to have comparable qualifications, the deciding factor shall be seniority. Seniority shall be defined as date of hire into an APT position. A decision will be made respecting such applicants before other persons are considered. If an offer of appointment is made to an APT member, the Human Resources Department will inform that member of any special conditions pertaining to the prospective appointment, including whether there will be a probationary period and, if so, its length.

- 12.4.4 If an APT member is not appointed to the position, the University may then fill the position from outside the bargaining unit; however, prior to doing so, the Human Resources Department shall send letters to all unsuccessful APT members stating the reason(s) they were not appointed. At the APT member's request a follow-up interview will be granted with the Director of Human Resources.

- 12.4.5 Appointments to positions in the bargaining unit are made on the recommendation of the appropriate Director or equivalent to the President or designate.

12.5 **Appointment Information**

Prior to an appointment to the position in the bargaining unit being made, the Faculty Association will be provided with reasonable written information concerning the proposed appointment. The Faculty Association will be given an opportunity to discuss the matter with the Director of Human Resources prior to the appointment being made. This discussion will occur within three (3) working days of the appointment notification being received by the Faculty Association.

12.6 **Letters of Appointment**

A letter of appointment shall be sent to the successful applicant as soon as possible after the decision has been made, with a copy to the Faculty Association, stipulating the classification, commencement date, pay grade, and starting salary. The letter will also include the URL (uniform resources locator) for the Faculty Association website. An electronic copy of the APT Collective Agreement and the position description shall be provided to the member. If it is a permanent appointment the applicable probationary period will be stated. If it is a term appointment, it will be so indicated and the termination date will be stated. If it is a part-time appointment, the offer shall specify the working arrangements. Letters of appointment shall contain an acceptance form which the person must sign and return within the time stated.

12.7 **Term Appointments**

- 12.7.1 A term appointment does not have a probationary period. The appointment may be canceled within the first nine-months at any time if the APT member is clearly not performing the job satisfactorily. Seven days' notice shall be given if the incumbent has been in the position for less than fifteen (15) weeks. If the incumbent has been in the position for fifteen (15) weeks or longer, two weeks' notice shall be given. After the nine-month period, the term appointment may not be canceled except under Article 12.7.6 or Article 36 – Dismissal for Cause.

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

12.7.2 **Leave from Permanent Position to take a Term Position**

In cases where a permanent APT member is appointed to a term position, there shall be a statement in the letter of appointment indicating whether or not the APT member will have right of reversion to their original permanent position, and how long this right will remain in effect.

12.7.3 Renewal of Term Appointment

Term appointments may be renewed by means of a further letter of appointment sent to the incumbent, prior to the end of the appointment, from the President on the recommendation of the appropriate Director or equivalent, with a copy to the Association.

12.7.4 Term to Permanent

When there has been an incumbent continuously employed in a position for thirty (30) consecutive months the duties will no longer be carried out on a term basis and the appointment shall become permanent except in the case of a term appointment to cover for an APT member on disability. In this case Article 12.7.5 shall apply.

12.7.5 Term to Replace Member on Disability

If the term appointment is to replace a member on disability leave, the position shall be posted as permanent upon the expiry of the 36 month period of right to return (see Article 33.7).

12.7.6 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. Fourteen (14) days' notice or pay in lieu of notice if the incumbent has been in the position for less than nine months and one (1) months' notice or pay in lieu of notice if the incumbent has been in the position for longer than nine months.

12.8 Probation

12.8.1 A permanent appointment is considered to be probationary for nine (9) months. When an APT member who holds a permanent position is appointed to another position within the scope of the Bargaining Unit, the University may waive some or all of the nine (9) month probationary period. This shall be discussed at the time of appointment and stated in the letter of appointment.

If the entire probationary period is not waived, the APT member's original position will be filled on a term basis for the duration of the probationary period. If the APT member is not successful in the new position, the member has the right to revert back to the original position, or if he/she requests it, to the most suitable position available. Should the APT member not wish to implement reversion rights and no suitable position is available, the member may elect to take a severance package as outlined in Article 30.4

12.8.2 At least every three (3) months during the probationary period, the APT member's performance and progress shall be evaluated by the appropriate Director or equivalent and discussed with the APT member. The written evaluation shall become part of the member's official personnel file.

12.8.3 At least one month prior to the expiration of the probationary period, the APT member's performance will be reviewed by the appropriate Director or equivalent, who will recommend one of the following:

- a) that the appointment be made a permanent one; or
- b) that the probationary period be extended, once, only for a period of up to three (3) months. In such cases the recommendation must include the reasons for the extension, and the plan to address the areas of concern that will be followed during the extension period; or
- c) that the appointment be terminated.

12.8.4 At least one month prior to the expiration of an extended probationary period the APT member's performance will be reviewed by the appropriate Director or equivalent who will recommend one of the following:

- a) that the appointment be made a permanent one; or
- b) that the appointment be terminated.

12.8.5 If at any time during the probationary period it becomes clearly evident that the APT member is not performing the job satisfactorily, the appointment will be terminated. Seven (7) days' notice shall be given if the incumbent has been in the position for less than fifteen (15) weeks. If the incumbent has been in the position for fifteen (15) weeks or longer, two weeks' notice shall be given.

12.8.6 Prior to the expiration of the probationary period the Human Resources Department will notify the APT member in writing of the decision, with a copy to the Chair of the Faculty Association.

ARTICLE 13 ASSIGNMENT AND PERFORMANCE OF DUTIES

13.1 The duties of an APT member shall be consistent with the position description. The APT member is responsible to the immediate supervisor for the satisfactory performance of the duties, but disciplinary action is subject to Article 35.

13.2 Review of performance during the probationary period and annually, thereafter, will be based on assigned duties, as outlined in the job description.

13.3 The Director or equivalent is the supervisor of the APT member in the unit. The APT member reports directly to the Director or equivalent of the member's unit. The Director or equivalent may delegate functional supervision of an APT member to an Out of Scope employee. Functional supervision will include and not exceed: signing of attendance sheets, leave requests and time sheets; coordinating holidays schedules; prioritizing workload at the direction of the supervising Director or equivalent; and providing feedback to the supervising Director or equivalent pertaining to the roles of functional supervision. Functional supervision shall not include: decision making related to performance reviews; direction of the workforce or discipline as outlined in Article 35 and/or Article 36.

APT members shall be informed by their Director or equivalent, in writing, if they are being functionally supervised and by whom.

13.4 Temporary Assignment of Duties

In some circumstances and with the agreement of the member, the University may assign the 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 nine months. With the mutual agreement of the University, the Association and the APT member, the nine-month assignment may be extended to a period not to exceed twelve months in total.

The details of the assignment shall be specified in writing to the member prior to the member deciding whether or not to agree to the assignment. If the temporary assignment is for a period of fifteen or fewer working days, there will be no adjustment in the APT member's salary. If the temporary assignment is for a period of more than fifteen working days and the duties of the position have different functions, the APT member's salary will 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; or
- b) the present salary plus two increments from the range of the position to which assigned; or
- c) the present salary plus two increments in their current position.

When an APT member is frequently assigned to assume some or all of the duties of another position, but not all of the assignments are for more than fifteen working days' duration, the APT member may request that the cumulative effect of the substitution be considered under 13.3, or in some other equitable fashion.

Employees who are subsequently appointed permanently to the position shall not have their salary reduced by the application of Article 17.3.2.

13.5 Hours of Work

Normally APT members are expected to maintain the hours of work of the University, as 8:30 a.m. to 4:30 p.m., with one hour for lunch, Monday to Friday (35 hours per week).

If circumstances of the position require flexibility in hours of work, individual schedules of work will be arranged on a mutually agreeable basis between the APT member and the appropriate Director or equivalent, but the total number of hours worked shall be related to normal University hours of work, including closure of the University on certain days. Flexibility in hours of work will not be used by the University to, for example, avoid overtime costs or incorporate split-shifts.

13.5.1 Variable Hours

At the request of the APT member, and with the agreement of the appropriate Director or equivalent, an APT member will be allowed to work a variable hour schedule designed to accommodate personal needs,

not otherwise addressed in this agreement, on a temporary basis. The variable schedule may, allow the member to work less than 35 hours a week with a corresponding pay reduction.

Arrangements regarding flexibility of hours of work under this Article will not be unreasonably requested or withheld.

13.6 Overtime

Overtime must be authorized by the APT member's immediate supervisor prior to the overtime worked. Overtime shall be voluntary except in emergencies. If the APT member and the Director or equivalent do not agree the situation is an emergency, the Director of Human Resources or designate shall be consulted to render a decision as to whether or not the situation is an emergency.

All overtime is calculated at the rate of one and one half times the amount of overtime worked. The member shall take time off in lieu of payment for overtime. The time taken in lieu of salary shall be taken within six months of the month in which the overtime occurred. The leave will be taken at the request of the member and the opportunity to take time off work, earned under this clause, shall not be unreasonably withheld. At the expiry of the six-month period unused overtime shall be paid out.

13.7 Workload

When a member feels that the workload, balanced over a reasonable period of time is greater than it should be, the member will present the information to the appropriate Director or equivalent. The Director or equivalent will ensure that they complete an investigation, and provide a written report in not more than forty-five days to the member, Human Resources and the Faculty Association indicating whether or not the workload is deemed appropriate and if not appropriate, the steps to be taken to address the situation. If the member is not satisfied with the outcome of the review, the member may grieve the decision.

13.8 Work of Another Bargaining Unit

APT members are not expected to fulfill the job responsibilities of members of another bargaining unit on a regular basis.

13.9 Travel

APT members who are required to travel between First Nations University campuses (in or out of town) in the course of their regular duties will be provided with transportation by the University at University expense or with the agreement of the member reimbursed mileage as per the University Travel Policy currently in effect for the use of a personal automobile. Insurance shall be provided as outlined in Article 34.

13.10 Secondment

With the written agreement of the APT member, the University may arrange to second the services of an APT member to another employer. The full details of the arrangement shall be made known before the APT member decides whether to agree. The APT member shall have the right to refuse the secondment and shall not suffer any negative performance appraisal as a result.

An APT member may submit a written request to the Director or equivalent to have her/his services temporarily seconded to another FSIN Institution, First Nations organization, or any education institution. The University shall retain the right to refuse the secondment. If the secondment request is approved, the written approval shall include the details of the secondment arrangements. The final secondment agreement shall be signed by the University and the member.

13.11 Other Activities for the University

Arrangements and remuneration for other activities performed for the University are subject to mutually satisfactory written arrangements between the APT member and the University.

13.12 Outside Activities

The University recognizes that an APT member's own time may be used as he/she wishes; however, an APT member shall not engage in outside activities which may compromise his/her ability to perform University duties satisfactorily unless approval to do so is granted by the appropriate Director or equivalent. The APT member shall not engage in outside activities which may result in a conflict of interest. If there is any reasonable doubt, the APT member should apply to the appropriate Director or equivalent in advance. Permission shall not be unreasonably withheld.

While involved in outside activities APT members may not purport to represent the University except when specifically authorized by the President or designate to do so.

13.13 **Transfer to Other Campuses**

The parties acknowledge that the University, in order to fulfill its mandate, provides educational services at various locations. In order to continue to effectively serve First Nations peoples, it may be necessary for the University, from time to time, to redeploy its complement of APT staff from one campus to another. In such event, the University shall give the APT member(s) affected, and the Faculty Association, reasonable notice, but in no case less than six months, of the proposed transfer to another campus. The notice shall include the rationale for the transfer and the reasons why the transfer is necessary.

The University agrees to reimburse the transferred APT member the reasonable costs of moving and relocation expenses mutually agreed upon. The APT member has the right to be accompanied by a member of the Association to all discussions with respect to transfer. The final version of the proposed transfer agreement, including moving and relocation costs, will be provided, in writing, to the member for review prior to accepting the transfer.

Should the APT member not wish to be transferred to another location, the University shall make every effort to reassign the member in her/his current location. Such reassignment will be on the same basis as outlined in Article 30.2.

Should the University be unable to reassign the member, or should the member decide not to accept the reassignment, or transfer, the University will provide a severance package to the APT member as per Article 30.4.

ARTICLE 14 PERFORMANCE REVIEW

- 14.1 The purpose of the annual performance review is to provide the APT member with an honest and fair assessment of performance in relation to the job description and the pay grade of the member. The persons involved in performance review recognize that the process depends upon honesty and fairness. All persons involved in the review will undertake their roles seriously and with integrity, ensuring that statements, both verbal and written, refer to aspects of performance, are fair commentary, and are based upon appropriate evaluation of evidence.
- 14.2 Annually, the Director or equivalent will initiate in December a review of the APT member.
- 14.3 The review shall be for the period ending December 31st, and any salary adjustments resulting from it will take effect April 1st immediately following.
- 14.4 The APT member will provide an outline of their activities and achievements for the review period on the Annual Information Form supplied by the University. Where appropriate, the member will also supply supporting documentation or material relevant to his/her position. The APT member shall provide this information to their Director or equivalent by February 15th. The Director or equivalent to whom the employee directly reports, will be responsible for the final assessment of performance, but may require other intervening levels of supervision including Functional Supervisor to contribute to the assessment process. The review shall be based upon the information provided on the Annual Information Form, other information provided by the member, and material from the member's official file appropriate to the period under review.
- 14.5 Prior to making the final assessment, the Director or equivalent shall arrange for a meeting by March 15th to discuss the information on the Annual Information Form provided by the member and the Director or equivalent's assessment of the member's performance in relation to the job description and the previous related performance review. The Director or equivalent will also define new goals and objectives for the following review period which will form part of the next performance review, if relevant. The new goals and objectives will be provided to the member in writing.
- If there are significant changes in the duties and responsibilities from those listed in the job description, these should be discussed, and appropriate action taken by the Director or equivalent or the member (see Article 15).
- If the Director or equivalent deems that some aspects of the performance have been less than satisfactory, that information will be conveyed to the member and a performance development plan will be developed in consultation with the member. A second meeting may be scheduled at the member's request within 10 days of the initial meeting for further discussion. This meeting will be arranged by the Director or equivalent at a mutually agreeable time.
- 14.6 The Director or equivalent shall complete their final assessment on the Performance Review Form prior to March 31st. This final assessment will be provided to the APT member and the member will sign one of two statements contained on the form:
- a) I have read the assessment and agree with it; or
 - b) I have read the assessment and disagree with it.
- 14.7 The APT member may attach a personal statement to the Performance Review Form if he/she so wishes.
- 14.8 One signed and dated copy of the Annual Information Form and the completed Performance Review Form (with any attached statement and performance development plan) will be placed on the APT member's official file, and a copy will be provided to the APT member by the Director or equivalent.
- 14.9 If the performance is deemed satisfactory and the member is eligible, the member shall receive an increment in accordance with Appendix A on April 1st.
- 14.10 If the APT member is dissatisfied because an increment is not granted, the member may appeal, within thirty (30) calendar days of receiving the salary advice letter. The appeal must be in writing and addressed to the Chair of the Faculty Association. The Faculty Association shall inform the Director of Human Resources as soon as possible of the appeal and an appeal committee will be constituted under Article 37.9.

ARTICLE 15 JOB EVALUATION

15.1 Pay Grade Structure

There shall be a Job Evaluation Plan with an explicit position classification plan and pay grade structure. The University shall negotiate and maintain a Job Evaluation Plan in which positions of similar type, difficulty, skill level, and responsibility are included in the same pay grade. The Job Evaluation Plan shall include, for each position, a description of typical duties, chief responsibilities, internal and external contacts and relationships, minimum knowledge such as formal education and training, work experience, skills and abilities and pay grade.

15.2 Initiating a Job Evaluation Review (See Appendix C)

An APT member, the appropriate Director or equivalent, or the Human Resources Department may initiate reconsideration of an evaluation at any time. A review is initiated by a written request being received by the Human Resources Department. The Faculty Association shall be informed in writing by Human Resources when a classification review has been initiated. However, unless the duties and responsibilities are changed, a review will not be carried out until at least one year has elapsed since the last review except in the case of new positions. In addition, the Human Resources Department will initiate a review for all new positions, and optionally, for all vacant positions. Human Resources will facilitate the process by ensuring the appropriate forms are available to the member.

15.3 Job Evaluation Committee

There shall be a joint Job Evaluation Committee of four members, two appointed by the University and two appointed by the Association (each may also name an alternate for when a conflict of interest may arise). Human Resources shall provide any relevant information the Committee may require which could include the previous job analysis questionnaire, previous ratings or any other information the member of the committee may believe is relevant. The roles and responsibilities of the Committee shall be outlined in the job evaluation plan as agreed to by the Association and the University.

15.4 Purpose and Operation of the Committee

The Committee shall use a collaborative process and consensus decision making when analyzing job analysis information and when evaluating positions. The mandate of the committee is to ensure the fair, consistent and gender neutral application of the First Nations University Job Evaluation Plan to APT positions.

15.5 Review Process

The Human Resources Department will facilitate the job evaluation review. When a request for evaluation review, as set out in 15.2, is received by the Human Resources Department the following will occur:

15.5.1 Existing Positions

For an existing position, a reclassification request form will be completed by the incumbent showing the changes in responsibilities and duties and a rationale for the change in classification. If the reclassification is requested by the member, the reclassification request form will be completed by the member and submitted to the Director or equivalent within ninety (90) days of the form or information with respect to accessing the form being supplied to the member by Human Resources. If the reclassification request form is not submitted within this time period the request will be considered withdrawn.

15.5.2 Vacant Positions

For a vacant position, a reclassification request form completed by the appropriate Director or equivalent showing the changes in responsibilities and duties, with a rationale for the change in classification;

15.5.3 New Positions

Prior to posting new positions, the University will perform an initial review of such positions(s) consisting of two Job Evaluation Committee members, one representing the University and one representing APT. Within one year of the initial review the University will submit the position to the Job Evaluation Committee for a full review. The APT incumbent may submit a request for a full review any time prior to the end of the one-year period.

The Job Evaluation Committee (see Appendix C) will review all documentation and determine one of the following:

- a) that the position remain at the same classification and pay grade, outlining the reasons for the denial;
- b) that the position be reclassified, with the new classification and pay grade included outlining the reasons for the reclassification, or;
- c) the classification and pay grade for the new position.

15.6 It is important that classification reviews be completed as quickly as reasonably possible and it is essential that all parties involved in the process cooperate to ensure that this is done. The process should not take longer than three months from the date the job evaluation form is received by Human Resources, however, in no case shall the process take longer than six months from the date the request was received by Human Resources. Two months from the date of the job evaluation form is received by Human Resources, or two months from the date the Human Resources Department initiated a review for a new, current or vacant position, progress to date shall be reported to the Association by the Human Resources Department. If the Association requests it, a meeting of the University-Association Joint Relations Committee will be called to discuss the progress of the review.

15.7 The Human Resources Department will communicate the results of the classification review to the member with a copy to the Faculty Association. This decision may be appealed as outlined in Appendix D.

15.8 **Salary Adjustments**

15.8.1 The salary adjustment which results from a classification review initiated by an APT member will take effect from the date the request was received by the Human Resources Department. In the case of a review originated by the Human Resources Department the salary adjustment will take effect on the first of the month following the date the review was completed.

15.8.2 When a position has an incumbent and the pay grade is changed upward, the new salary shall be in the range of the new classification. Normally the new salary will be at the first step, except when the incumbent's salary overlaps the new range or is less than one full increment in the new range below the floor, in which case the new salary will be one full increment in the new range higher than the member's current salary.

15.8.3 When a position has an incumbent, and the pay grade is changed to a lower level as a result of a reclassification, the next time the position is posted, it will be posted at the lower level. The incumbent will continue at the current pay grade for a period of one year from the date the review was completed by the Job Evaluation Committee, or in the case of a review initiated by the Human Resources Department, from the first of the month following the date the review was completed. At the end of the year, if the incumbent's salary is above the maximum of the new pay grade, no further increments will be awarded. If the incumbent's salary is within the range of the new pay grade, that pay grade will apply. Any member whose potential salary is adversely affected by the outcome of a classification review may request assistance from the Human Resources Department in obtaining a transfer, and the Faculty Association shall cooperate in such efforts.

ARTICLE 16 ENTRY AND RE-ENTRY OF MEMBERS FROM EXCLUDED POSITIONS

An administrative staff member who is appointed on a temporary basis to a position excluded from the Association shall cease membership and discontinue paying dues for the duration of the appointment provided the appointment is for more than thirty-one calendar days. An administrative staff member has the right to refuse appointment to an excluded position. At the termination of the appointment to an excluded position, the member shall automatically revert to their former position, become eligible for Faculty Association membership and will commence paying dues and shall have all rights and privileges (which are possible at the time) as if having been an administrative staff member continuously throughout the period of appointment to the excluded position.

An administrative staff member who is appointed to a position in the Bargaining Unit who had previous continuous employment with the University, will become eligible for membership and will commence paying dues upon appointment. Except for the probationary requirement, the administrative staff member shall have all rights and privileges (which are possible at the time) as if having been an administrative staff member throughout their University employment.

ARTICLE 17 SALARY ADMINISTRATION

17.1 All APT members will be compensated in accordance with Appendix A.

17.2 Increments

On April 1 of each year APT employees shall be eligible to receive an increment appropriate to that employee's position.

17.2.1 The parties agree that increments are to be paid subject to satisfactory performance and to First Nations University's ability to pay. Failure to pay increments for financial reasons will be regarded as a financial exigency and URFA shall have the right to review First Nations University's books to confirm, applying objective standards, First Nations University's assertion that it is unable to pay increments. If increments are withheld, any adjustments to salary or compensation of any kind for individuals employed or funded by First Nations University, directly or indirectly, shall be made on a basis, which is fair, equitable and consistent in approach. In no case shall any increase be provided to a person not covered by this Agreement which exceeds the average increase provided to persons within this Agreement.

17.2.2 Increments shall be granted for satisfactory performance in the review period January 1st to December 31st. If the performance during the review period has been less than satisfactory, an increment will not be granted.

17.2.3 Increments are awarded on April 1st.

APT members with a full year of working service with the University in an APT position, from January 1st to December 31st are eligible for a full increment on the following April 1st. APT members with less than a full year of working service during the period between January 1st to December 31st are eligible for a prorated increment, awarded on April 1st, based on the number of full weeks of working service. Members who have worked in different positions within APT at different pay grades during the review period shall be entitled to a pro-rated increment on April 1st based on the number of weeks working service within each pay grade.

Working service includes vacation leave, court leave, jury duty and maternity, parental or adoption leave (see Article 22) and excludes absences for any other reason of greater than 14 consecutive calendar days.

17.2.4 Annually, the Human Resources Department will write to the APT member with a copy to the Faculty Association, prior to April 1st, indicating the salary for the year commencing April 1st and stating whether or not an increment (if the APT member is eligible) is granted.

17.2.5 If the APT member is dissatisfied because an increment is not granted, the member may appeal under the provisions of Article 14.10.

17.3 Salary Adjustments

17.3.1 Reclassification

The salary adjustments for reclassification are outlined in Article 15.8.

17.3.2 Appointment to Another Position

If an APT member is appointed to a position in a higher pay grade the new salary shall be within the range of the new classification. The new salary shall be at the floor except when the former salary overlaps the new range or is less than one full increment below the floor in which case the new salary shall be one full increment in the new range higher than the former salary.

If an APT member is appointed to a different position in the same pay grade, the new salary shall be the same as the former salary.

If an APT member is appointed to a position in a lower pay grade, the new salary shall be the former salary less one full increment from the new range or the ceiling of the new range, whichever is lower.

ARTICLE 18 STATUTORY HOLIDAYS

The University recognizes the following statutory holidays:

- New Year's Day
- Family Day
- Good Friday
- Victoria Day
- Canada Day
- First Monday in August
- Labour Day
- Thanksgiving Day
- Remembrance Day
- Christmas Day
- Boxing Day

ARTICLE 19 FIRST NATIONS HOLIDAYS

The University recognizes the following First Nations holidays:

National Aboriginal Day
Treaty Day
Indian Government Day
First Nations Unity Day

With the approval of their supervisor, members may take the time within 14 days prior to or 30 days after the First Nations holiday.

The University will give a minimum of three months' notice of such scheduling of holidays.

ARTICLE 20 ANNUAL VACATION

- 20.1 Vacation credits for full-time APT employees shall accumulate monthly according to the number of consecutive years of service as follows:
- less than five years service – 20 days per year;
 - five to ten years service – 25 days per year;
 - over ten years service – 30 days per year
- 20.2 Term employees who are appointed for a period of less than one year will not be granted annual vacation leave. Their total remuneration will include an amount of 4/52nds of salary as vacation pay.
- 20.3 Normally an APT member shall be entitled to carry over up to ten days of vacations from one year to the next. Under unusual circumstances, by mutual agreement, the appropriate Director or equivalent may authorize the carry-over of more than ten days. The carry over shall be authorized in writing one (1) month prior to the vacation year end. The carry over must be used in the year into which it is carried over. The vacation year is September 1st to August 31st.
- 20.3.1 Members may use vacation at times mutually agreed between the APT member and the Director or equivalent. Approval of vacation times will not be unreasonably withheld.
- 20.3.2 Members must use vacation yearly according to the provisions of this clause. No arrangements may be made for payment in lieu during the course of employment, except in unusual circumstances, in which vacation has not been taken because of a written request by the University.
- 20.3.3 Any vacation entitlement remaining when the APT member terminates employment at the University shall be paid out. Vacation that has been used in excess of an APT member's entitlement at the time of termination will be deducted from any monies owing, calculated on the basis of salary in effect at the date of termination.
- 20.4 The University shall make a reasonable effort to permit the APT member to take all accumulated vacation off at one time if so desired by the member.
- 20.5 The APT member shall have access to the University leave management system used to record vacation credits. Discrepancies or disputes which arise over an APT member's vacation credits will be raised with and/or by the Human Resources Department.
- 20.6 The Director or equivalent is responsible for planning vacations in consultation with the APT members within the Department or unit.
- 20.7 Requests for vacation leave must be made to the Director or equivalent through the University's leave management system and approved in advance. The APT member shall provide at least four (4) weeks' notice of his/her intent to commence vacations if such vacations are to be of a duration of five (5) consecutive days or more. In cases where the number is four (4) days or less, the APT member shall give at least two (2) days' notice. The Director or equivalent shall provide the APT member with a written decision concerning the APT member's application for vacation within a reasonable period of time.

In an emergency, an application may be made by telephone (to be confirmed in writing) where the particular circumstances warrant it. Such applications will not be unreasonably withheld.

ARTICLE 21 SICK LEAVE

- 21.1 Full time employees shall earn sick leave at the rate of 1.25 days per month (15 days per year). Sick leave can be accumulated to a maximum of seventy-five (75) days in total. The sick leave year is September 1st to August 31st.
- 21.2 APT members shall, as soon as practical, apply for disability benefits from the University's Group Insurance Plan. APT member will receive their normal salary and benefits up to the amount of sick leave credits available. Sick leave usage will be prorated based on the difference between the member's salary and the disability benefit.
- 21.3 When an APT member terminates employment, he/she shall not be entitled to any payout resulting from earned but unused sick leave.
- 21.4 The University shall maintain a system to record sick leave for each APT member that shall be available for review by the APT member. Discrepancies or disputes that arise over an APT member's sick leave will be raised with and/or by the Human Resources Department.
- 21.5 An APT member may utilize up to seven accumulated sick leave days in a calendar year in the event of care required by a family member when no alternative care is available. With the approval of the Director or equivalent, additional sick leave days may be utilized if required. Requests will not be unreasonably withheld.
- 21.6 In the event that any APT member is unable to report to work due to illness, he/she shall make every attempt to notify his/her Director or equivalent as soon as possible but no later than his/her official start time each day.
- 21.7 A member absent for three (3) consecutive days may be required to submit information from a medical practitioner confirming the illness immediately upon return to work. Any costs associated with obtaining this information shall be the responsibility of the employer.
- 21.8 APT members shall make every effort to schedule routine medical, dental and optical examinations during non-working hours. In instances where a member requires time off from work for these reasons, such time shall be charged against sick leave credits.
- 21.9 Any APT member who fails to meet the requirements respecting sick leave or is absent in excess of earned sick leave credits may be considered to be absent without pay and his/her pay may be deducted to reflect such absence.
- 21.10 In any sick leave year, an APT member may utilize a maximum of sick leave days accumulated to the end of the previous sick leave year plus the 15 days' sick leave that will be earned during the current sick leave year. If the APT member resigns or has their employment terminated, he/she shall reimburse the University for sick leave taken in excess of sick leave credits actually earned.

ARTICLE 22 MATERNITY AND PARENTAL LEAVE

22.1 Maternity Leave

22.1.1 A pregnant APT member shall be entitled to eighteen (18) weeks Maternity Leave.

22.1.2 During the period of Maternity Leave as specified in Article 22.1.1, an APT member shall be entitled to pay from the University as follows:

- a) for the first two (2) weeks the University shall pay the APT member 100% of her nominal salary;
- b) for up to a maximum of 16 additional weeks, the University shall pay to the APT member an amount equal to the difference between the Employment Insurance (EI) benefits received by the APT member and 75% of the APT member's nominal salary subject to the condition that the member's earnings from EI and any other source cannot exceed 100% of the member's salary from the University.

22.2 Notice Required For Maternity Leave

22.2.1 The APT member shall give the University at least eight (8) weeks written notice of the anticipated date the Maternity Leave is to begin.

22.2.2 The notice period in Article 22.2.1 shall not apply if the APT member stops working because of complications caused by her pregnancy or because of a birth, stillbirth or miscarriage.

22.3 Duration of Maternity Leave

22.3.1 The Maternity Leave of an APT member who is entitled to take Parental Leave shall end eighteen (18) weeks after the Maternity Leave began. In the case where a child is hospitalized, an APT member may postpone her Maternity Leave by the number of weeks the child is hospitalized but it must be taken within the fifty-two weeks from the date of the birth of the child.

22.3.2 The Maternity Leave of an APT member who is not entitled to take Parental Leave shall end on the later of the day that is eighteen (18) weeks after the Maternity Leave began or the day that is six (6) weeks after the birth, still birth or miscarriage.

22.4 Post-Natal Leave for Parent Not Taking Parental Leave

22.4.1 On the occasion of the birth of a child or the adoption of a preschool child coming into the care or custody of a parent for the first time, the child's parent who is not taking the Parental Leave shall be entitled to a leave with full salary and benefits of up to 5 days, to be taken at the discretion of the APT member.

22.5 Parental Leave on the Occasion of the Birth of a Child

22.5.1 On the occasion of the birth of a child, an APT member who is a parent and who is entitled to take leave under the applicable legislation shall be entitled to a Parental Leave of up to thirty-four (34) weeks if the parent took maternity leave and up to thirty-seven (37) weeks if the parent did not take maternity leave.

22.5.2 During the period of Parental Leave as specified in Article 22.5.1, an APT member shall be entitled to pay from the University as follows if the parent took maternity leave:

- a) the University shall pay the APT member an amount equal to the difference between the EI benefits received by the APT member and 75% of the APT member's nominal salary subject to the condition that the member's earnings from EI and any other source cannot exceed 100% of the member's salary from the University.

22.5.3 During the period of Parental Leave as specified in Article 22.5.1, an APT member shall be entitled to pay from the University as follows if the parent did not take maternity leave:

- a) for the first two (2) weeks the University shall pay the APT member 100% of his/her nominal salary;

- b) for up to a maximum of 35 additional weeks, the University shall pay the APT member an amount equal to the difference between the EI benefits received by the APT member and 75% of the APT member's nominal salary subject to the condition that the member's earnings from EI and any other source cannot exceed 100% of the member's salary from the University.

22.6 **Leave on the Occasion of the Adoption of a Child**

22.6.1 On the occasion of the adoption of a preschool child coming into the care or custody of a parent for the first time, an APT member who is a parent shall be entitled to an Adoption Leave of up to fifty-two (52) weeks.

22.6.2 During the period of Adoption Leave as specified in Article 22.6.1, an APT member who is a parent and who is entitled to receive benefits under the Employment Insurance Act and applicable legislation, shall be entitled to pay from the University as follows:

- a) for the first two (2) weeks the University shall pay the APT member 100% of his/her nominal salary;
- b) for up to a maximum of 35 additional weeks, the University shall pay the APT member an amount equal to the difference between the EI benefits received by the APT member and 75% of the APT member's nominal salary subject to the condition that the member's earnings from EI and any other source cannot exceed 100% of the member's salary from the University.

22.7 **Notice Required for Parental Leave**

22.7.1 An APT member shall give written notice to the University of his or her intention to take a Parental Leave at least eight (8) weeks prior to the anticipated commencement of such leave.

22.7.2 The notice period in Article 22.7.1 shall not apply if the APT member stops working because the child comes into the custody, care and control of the parent sooner than expected.

22.8 **Extended Parental Leave**

22.8.1 An Extended Parental Leave without pay, up to a maximum of seventeen (17) weeks, shall be given to APT members who request it.

22.9 **General Considerations**

22.9.1 During Leaves under Article 22, the APT member shall continue to participate in the pension plan and the other benefit plans set out in this collective agreement. The APT member and the University shall each continue to pay their applicable share of contributions and/or premiums, unless the APT member elects not to do so in writing.

22.9.2 Nothing in Article 22 shall prevent an APT member from claiming sick leave for absences from work due to illnesses related to her pregnancy. However, once an APT member begins Article 22 leaves, such leaves may not be suspended in order to claim sick leave and Maternity, Parental or Extended Parental Leave and sick leave cannot be claimed at the same time.

22.9.3 Upon return to work, the University shall reinstate an APT member who has taken Leaves under Article 22 to the former position with his/her full Nominal Salary and benefits as provided for under this collective agreement, as amended, or his/her full Nominal Salary and benefits before the leave, whichever is greater. The period of an APT member's Leave shall be included in the calculation of his or her length of service for seniority purposes.

22.9.4 The Parties agree that the provisions of Article 22 shall be no less than those in the "provincial employment standards act/legislation" and Employment Insurance Act and as may be further amended. Differences in the interpretation of this Article shall be resolved based on consistency with the Act.

ARTICLE 23 COMPASSIONATE LEAVE

- 23.1 An APT member shall be granted leave of absence with pay for up to five working days by the appropriate Director or equivalent for personal circumstances such as grave illness or bereavement in the family. The APT member shall normally apply in writing to the Director or equivalent for compassionate leave. In an emergency, an application may be made by telephone (to be confirmed in writing) where the particular circumstances warrant it.
- 23.2 If additional days are required, the days may be without pay or charged against accumulated vacation credits, and shall require consent of the appropriate Director or equivalent.
- 23.3 The parties recognize that First Nations tradition and culture includes extended family relationships.
- 23.4 APT members may apply to the Director or equivalent, for compassionate care leave of up to twenty-six (26) weeks without pay to provide care or support to a gravely ill family member who faces a significant risk of death during the twenty-six (26) week period. The application shall be in writing and shall state why the member is requesting leave. Leave shall not be refused unreasonably. Leaves for longer periods may be granted by the Director or equivalent. The member may be eligible for Employment Insurance Compassionate Care Benefits from the Government of Canada. Members approved for this benefit may use accumulated sick leave during the waiting period.

ARTICLE 24 EDUCATIONAL LEAVE AND PROFESSIONAL DEVELOPMENT

24.1 The University recognizes that educational advancement and professional development of its employees is of mutual benefit and will, therefore, provide career counseling, leaves, and assistance as outlined below.

24.2 Career Counseling

The Director of Human Resources will, upon request, meet with an APT member to discuss current and/or future career possibilities, and the additional training required to prepare the APT member for professional advancement. The Director of Human Resources may refer the APT member to other sources for additional counseling.

24.3 University Classes

APT members are encouraged to take classes offered by the University or the University of Regina. The work schedule of an APT member may, by mutual written agreement between the APT member and the Director or equivalent, be arranged in order to permit a class to be taken during the day. Permission will not be unreasonably withheld. If permission is withheld, a written explanation will be provided by the Director or equivalent to the member with a copy to the Human Resources Department.

The tuition for one class per semester at the University or the University of Regina will be paid by the University for APT members, provided that the class, whether credit or non-credit is mutually beneficial to the APT member and the University. The maximum tuition per class which will be paid to the APT member by the University shall not exceed that for a three credit hour class. Normally, the maximum assistance for those pursuing a program is registration fee or tuition, and assistance with book purchases.

An APT member may make written request to the appropriate Director or equivalent, with a copy to the Human Resource Department, to take a university class, outlining the benefit to the employee and the University. The request will be made during the semester before the class is scheduled to begin, and must be approved prior to the APT member registering in the class. The appropriate Director or equivalent shall take into consideration the member's performance evaluations, career goals, and the impact the member's absence will have on the work unit.

APT members who qualify for educational assistance on the basis of aboriginal ancestry are required to pursue such funding prior to requesting reimbursement from the University. In the event such educational assistance is unavailable during the period the class is to take place, the APT member will be required to pay for the tuition when registering for the class and the University will reimburse the member upon successful completion of the class and the submission of grades and receipts of payment for the tuition. Arrangements may be made between the member and the University for tuition to be deducted from the member's pay cheque over a two-month period.

In place of tuition for one class per semester at the University or the University of Regina, the University may pay tuition and/or course fees for other classes at another post-secondary institution provided the University does not offer an equivalent course and it is mutually beneficial to the APT member and the University. The member may apply to the appropriate Director or equivalent outlining the course, fees, dates and times and any other relevant information about the course at least two months prior to the start date of the class. The Director or equivalent will, at least one month prior to the start date of the class, inform the member if the request has been granted. Should the request not be granted, the Director or equivalent shall provide a written explanation to the APT member with a copy to the Human Resources Department.

24.4 Education Leave

Beginning April 1, 2008 the University will provide 1.5% of APT payroll in each fiscal year to fund the costs associated with Education Leave. Unused funds shall be carried forward into the next fiscal year provided the amount in the account does not exceed a sum which is three times the current value of the annual account.

An APT member having three (3) years of continuous employment with the University may apply for education leave. Education leave may be for up to two (2) years and the member may apply to the University for funding of up to 80% of annual salary. APT members who qualify for educational assistance on the basis of aboriginal ancestry are required to pursue such funding for the education leave period.

APT member(s) shall submit a written request to the Director or equivalent, with a copy to the Faculty Association, stating the length of the leave and the nature of the educational program by January 15th for leaves commencing in the following budget year.

The Director or equivalent will make a recommendation on the proposed leave and submit the application to Human Resources by February 15th. Human Resources will provide all applications to an Education Leave Committee for review. The Committee will be composed of three persons: one APT member, one faculty member and one member appointed by the University. The criteria for Education Leave will be developed by the Committee in consultation with the APT membership and the Faculty Association. The Education Leave Committee shall forward their decision(s) along with a rationale for those decision(s) to the Director of Human Resources prior to March 31st. The Director of Human Resources will inform the member of the Committee's decision and rationale in writing with a copy to the Faculty Association. Application of this article will be fair and equitable between individuals and units and approval will not be unreasonably withheld. The decision of the Committee may be appealed under Article 37.9 within 30 calendar days of receiving the decision(s). The appeal must be in writing and addressed to the Chair of the Faculty Association. The Faculty Association shall inform the Director of Human Resources as soon as possible of the appeal and an Appeals Committee will be constituted under Article 37.9.

An educational leave agreement shall be drawn up outlining the terms and conditions of the leave, including the manner of repayment if the member does not complete the terms and conditions of the leave. It shall be signed by the APT member, the appropriate Director or equivalent, the President and the Chair of the Faculty Association. Signed copies will be given to the member, the Faculty Association, and placed on the APT member's official file.

During the leave period, the University will continue benefit provisions for the member on leave (group life, disability; pension, extended health care and dental shall be continued in accordance with 33.5).

The APT member's position may be filled, but only as a term position, for the duration of the education leave unless otherwise agreed in writing by the University, the Faculty Association, and the member.

At the expiration of the leave, the APT member will return to the position which they vacated with the University at the same pay level and within the same pay grade at which the position was vacated, and will be granted rights and privileges associated with employment at the University.

In exceptional circumstances, and upon agreement between the University, the member, and the Faculty Association, the above time limits may be waived, and will be confirmed in a written agreement signed by all parties.

24.5 **Professional Development Leave**

The parties to the agreement recognize that the professional development of APT members is an important part of the members' growth and career development within the University, and agree that the University will support the members' attendance at workshops, seminars, conferences and training courses. During the annual evaluation, the member and the Director or equivalent should review the career development of the member, and develop a systematic approach to achieving the goals mutually agreed upon.

24.5.1 **University Directed Development**

When the University directs an APT member to attend a workshop, seminar, conference or training course, whether on or off campus, it will be at no cost to the APT member, and as far as practical, taken during regular working hours.

24.5.2 **APT Member Requested Development**

All leaves and financial agreements must be concluded prior to the seminar, commencement of the course, conference or similar program.

APT members may apply to their Director or equivalent for permission to attend workshops, seminars, conferences and training courses including First-Nations culturally oriented development opportunities. If leave is granted, it shall be with pay.

24.5.2.1 **Financial Assistance**

The member may apply for financial assistance from the University to participate in approved development opportunities. Such written application shall include a concise budget for approval and must be submitted to the Human Resources Department along with the written recommendation and justification of the member's Director or equivalent. Normally, the maximum assistance for those pursuing a program is reimbursement of

registration fees or tuition, and assistance with book purchases and when appropriate, accommodations and travel.

ARTICLE 25 COURT LEAVE AND JURY DUTY

An APT member who is called for jury duty or subpoenaed by any body in Canada with power to do so, shall be granted leave of absence with pay. If the APT member is the plaintiff or defendant, leave will be without pay, or chargeable against vacation credits. The APT member shall inform the Director or equivalent as soon as possible after receiving notification of being required to appear.

Any payments, other than expenses, made to the APT member as a result of the court appearance as a witness or juror shall be remitted to the University.

ARTICLE 26 LEAVE TO SEEK NOMINATION AND ELECTION TO POLITICAL OFFICE, AND TO VOTE

26.1 Leave to Seek Nomination and Election to Political Office

Upon written request to the Director or equivalent, the University shall grant an APT member leave of absence without pay to seek nomination as a candidate and to be a candidate in a municipal, provincial, federal or First Nations government.

26.1.1 The member shall inform the Director or equivalent when deciding to seek candidacy, and shall make every attempt to give the longest possible notice and shall actively cooperate in all arrangements for the uninterrupted continuation of the APT member's work.

26.1.2 Should the APT member be successful in his/her bid for office, the member may be required to resign, or to take partial or complete leave without pay depending on the requirements of the member's responsibilities. Such resignation or leave to be effective the date he/she takes office. The leave shall be for a specific term, and will not exceed one term in office. This section will be fairly and reasonably applied in light of all of the circumstances surrounding the elected position.

26.1.3 At the expiration of the leave, the APT member may return to employment with the University at the relevant pay level within the pay grade at which the position was vacated, and will be granted rights and privileges associated with employment at the University, with service counting up to the date the leave commenced. In the case of partial leave service time will be pro-rated.

26.1.4 Should the APT member be unsuccessful in his/her bid for office, he/she shall return to the position he/she held at the time leave was granted.

26.2 Leave to Vote

26.2.1 Employees who are eligible to vote in a First Nation election shall be granted one (1) day's leave with pay on the day of the election.

26.2.2 Employees who are eligible to vote in a civic, provincial or federal election shall be granted four (4) consecutive hours off immediately prior to closing of the polls.

ARTICLE 27 OTHER LEAVES

27.1 Leave for Traditional Ceremonies

Upon written notice to the appropriate Director or equivalent an APT member may be granted up to seven (7) working days with pay for the purpose of participating in traditional First Nations ceremonies. APT member(s) shall make every effort to give the longest possible notice of such leaves. In the event that the Director or equivalent requires additional information regarding the traditional ceremony in order to make the decision on whether to grant or deny the requested leave, the Director or equivalent and the APT member shall jointly seek advice and counsel from an Elder and/or an Elder's Council. Such leaves will not be unreasonably denied. Member(s) will cooperate in assisting the Director or equivalent and other members of the unit in making arrangements for the continuation of the member(s)' duties within the unit.

27.2 Discretionary Leaves

The appropriate Vice-President, upon the recommendation of the Director or equivalent, may grant or extend a discretionary leave to an employee whether with pay, with partial pay, or without pay. Such leaves will not be unreasonably withheld.

27.3 Leave of Absence Without Pay

Application for leave of absence without pay shall be limited to one year and shall be directed through the appropriate Director or equivalent. The APT member shall present to his/her supervisor a proposal outlining the reason for the request.

The Director or equivalent shall have the right to accept, deny or grant modified or conditional acceptance to any or all applications for leave of absence without pay. Such leaves will not be unreasonably denied and if denied, written reasons will be forwarded to the APT member.

A letter of agreement shall be signed by the member and the University with a copy forwarded to the Faculty Association, outlining the agreed upon terms and conditions of the leave, including the APT member's position upon return from the leave, and placed on the APT member's official file.

At the expiration of the leave, the APT member will return to the position which they vacated with the University, unless otherwise stated in the letter of agreement, at the same pay level and within the same pay grade at which the position was vacated, and will be granted rights and privileges associated with employment at the University.

ARTICLE 28 RESIGNATION

An APT member who resigns shall give one month's notice in writing to the appropriate Director or equivalent, with a copy to the Human Resources Department. The length of the notice period may be changed or waived by mutual agreement between the member and the appropriate Director or equivalent.

ARTICLE 29 RETIREMENT

- 29.1 An APT member shall retire in accordance with the terms of the University's Pension Plan.
- 29.2 An APT member who proposes to retire on other than the normal retirement date shall give as much notice as possible, but not less than one month's notice in writing, to the appropriate Director or equivalent, with a copy to the Director of Human Resources.
- 29.3 The University may offer employment to an APT member after retirement provided that such employment shall not prejudice the member's rights under the pension plan. Retired members hired under this provision shall not be obligated to contribute to the University's pension plan, and the University shall likewise not be obligated to contribute to same.
- 29.4 **Special Arrangements**
Without prejudice, the University may propose a plan to an APT member who is not eligible for retirement whereby the member's employment may be discontinued in accordance with a special arrangement, including a suitable financial settlement. A member may submit a request to the University to initiate such an arrangement.

Without prejudice, the University may offer an early retirement package to an individual member or to a group of members who are eligible to take early retirement, and who meet certain conditions, such as a combination of age and years of service.

The University will keep the Faculty Association and the membership who are eligible for such a special arrangement, apprised of the basic terms of the arrangement, with the understanding that there may be some flexibility in order to provide for the particular needs of individuals.

Whenever the University formally proposes a plan for discontinuance of employment or assisted early retirement as outlined above, it shall inform the Faculty Association of the terms of the offer.

The Faculty Association has the right to have a representative participate in any discussion which may take place between the University and the member pursuant to any proposal initiated above.

An agreement or arrangement concluded must be in writing. The arrangement will not take effect until the President, the affected member, and the Faculty Association have signed the agreement. Any offer made in writing shall remain open for a minimum of thirty (30) days.

ARTICLE 30 DISCONTINUANCE OF EMPLOYMENT

- 30.1 Should reductions in the number of APT members who hold permanent appointments be necessary because of financial reasons, or a reduction in or elimination of a program, an affected APT member will be given as much notice as possible, but in no case, less than three months. The Faculty Association will be consulted throughout the process.
- 30.2 During the notice period the University will make every effort to reassign the APT member. If any education or retraining is identified as necessary to facilitate reassignment of a member affected under 30.1, the Faculty Association and the University agree to enter into consultations regarding plans and financial support for such education and/or retraining costs. Salary during the period for such education/retraining is covered under 30.2.1. Should the University be able to reassign the member and the reassignment is accepted, the following conditions shall apply:
- 30.2.1 If the reassigned position is in a higher pay grade, the APT member will be paid according to their qualifications and experience, and within the higher pay grade. If it is the same or lower pay grade, the member's salary will remain the same as in their former position.
- 30.2.2 The appointment shall be probationary for six (6) months. At any time during the probationary period the APT member's employment may be terminated by either party upon one month's written notice. In the event that the member's employment is terminated by the University, severance shall be paid in accordance with Article 30.4. In the event that the member's employment is terminated by the member, severance shall be reduced by an amount equal to one-half a month for each full month worked in the probationary position.
- 30.2.3 At the end of the probationary period, if the APT member has performed the job satisfactorily, the APT member's position will become permanent at a salary determined by the University commensurate with the classification level. If the APT member accepts the permanent appointment, all rights to severance pay in respect of their previous position are relinquished.
- 30.3 If the University does not reassign an APT member, or if the member chooses not to accept the reassignment, employment will be terminated and the APT member will be granted pay as outlined in 30.4.
- 30.4 **Severance Pay**
Severance pay is as follows:

For every year of continuous employment at the University, one month's pay at the final salary received in the position being declared redundant. Partial years are prorated. Subsequent reassignment under 30.2 does not increase the amount of the severance pay. The total severance pay a member receives cannot exceed the value of twelve (12) months' pay at the final salary received in the position at the time it was declared redundant.

ARTICLE 31 CLEARANCE UPON TERMINATION

Upon termination of employment the final salary cheque will be issued within fourteen calendar days after the day on which the employment ends. Any vacation entitlement remaining shall be paid out on the final salary cheque. Any sick leave or annual vacation used in excess of an APT member's entitlement shall be deducted from the final pay in accordance with Articles 20 and 21.

Employees shall return keys/key cards, University owned equipment or property, and reimburse the University for any outstanding travel advances.

ARTICLE 32 PAYMENT TO ESTATES OF DECEASED EMPLOYEES

When an APT member has died, the University will pay to the dependent(s) as designated and specified by the APT member, in writing, the member's salary in full, with normal deductions, up to the date of death. In the event of a failure to designate the dependents, the University shall make payment to the estate of the deceased member.

ARTICLE 33 BENEFIT PLANS

All APT members that are eligible shall be enrolled in the Pension and Benefits Plans. APT members shall have representation on the First Nations University Pension and Benefits Committee.

33.1 Pension Plan

All APT members with permanent appointments or term appointments longer than one year will be enrolled in the Pension Plan. Members who are not eligible to be enrolled in the Pension Plan will have the option of receiving the equivalent pension contributions placed into a registered retirement savings vehicle provided the member matches the contribution.

33.1.1 Payment of Contributions

The University contributes a matched amount of the member's contribution to the Pension Plan. Effective January 1, 2019 pension contributions shall increase for both parties to 6.5%, effective January 1, 2020 pension contributions shall increase for both parties to 7.0%.

33.1.2 Principles Governing the Pension Plan

The parties agree that the pension plan defines a form of deferred compensation that exists for the sole benefit of the members of the pension plan and their beneficiaries.

33.1.2 Changes to the Pension Plan

The University may modify the pension plan following consultation with members through their representative(s) on the Pension and Benefits Committee and subject to Article 3.

33.2 Group Insurance

All APT members with permanent appointments or term appointments longer than one year, and eligible dependents will be enrolled in the Group Insurance Plan. The Group Insurance Plan shall include, at no cost to the member, life insurance/accidental death and dismemberment, short-term and long-term disability.

The University agrees that a review of the benefits provided under the Group Life and Long Term Disability Plan will be reviewed on a regular and timely basis.

33.2.1 Extended Health Benefits and Dental Plan

All eligible APT members, their spouses, and their eligible dependents shall be provided with a dental and extended health and vision care benefits plan. All eligible members, upon hiring, shall be enrolled in the plans unless the member is covered under another dental or extended health care plan such as a spousal plan or Indian Health, Medical Services. Should the member opt out of the plans, the member will notify the Human Resources Department in writing. The University and the member shall share equally the cost of premiums for these plans. The University shall provide the Faculty Association with information concerning premiums and claims as reported to the University by the insurance provider. There shall be an annual meeting with representatives of the insurance provider, the University, and the Faculty Association to discuss issues of common concern. Members of the Pension and Benefits Committee shall be invited to this meeting.

Effective January 1, 2016 coverage for glasses for APT members and their dependents will increase to \$400 every 2nd calendar year.

33.2.2 Changes to the Group Insurance and Extended Health Benefits

The University may modify the Group Insurance Plan and extended health benefits following consultation with the members through their representative(s) on the Pension and Benefits Committee and subject to Article 3.

33.3 Health Care Spending Account

Effective April 1, 2018, in order to support the benefit programs available to APT members, the Health Care Spending Account (HSCA) will be provided in the amount of \$500 per calendar year for those members who

qualify for benefits. Effective January 1, 2019 this amount will increase to \$750 per calendar year. Unused balances in the HCSA shall be carried forward subject to Canada Revenue Agency regulations.

The HSCA will allow members to supplement their benefit programs on any item or service allowed as a medical expense.

33.4 **Inclusiveness**

For the purpose of the Benefit Provisions set out in this Article, the words “family” and “spouse” shall include same-sex couples in compliance with Article 9.4.

33.5 **Employee Assistance Program**

The University shall provide all APT staff members with access to an Employee Assistance Program.

33.6 **Employee Benefits During Leave of Absence Without Pay**

33.6.1 **Leave Without Pay for 31 Days or Fewer**

If the leave without pay is for 31 days or fewer, employee benefit coverage and payments by the University remain the same.

33.6.2 **Leave Without Pay for More Than 31 Days**

In instances of short term/long term disability, pregnancy and parental leave, or education leave, the University will continue to pay premiums on group life and disability and the employer’s share of dental premiums, extended health care and pension contributions where the member continues to pay the employee’s share. The University shall have each member elect, in writing, whether they wish to continue paying premiums while on leave.

33.7 **Employee Return From Long-Term Disability**

APT members on long-term disability shall retain the right to return to their same position for thirty-six (36) months from the commencement of disability. Should the member return to the workplace after being on disability for more than thirty-six (36) months, the University and the Faculty Association will negotiate the terms of the return to work.

ARTICLE 34 INSURANCE

34.1 Liability Insurance

The University shall maintain liability insurance to protect itself against claims arising out of actions by officers and staff members of the University acting in an authorized capacity on behalf of the University.

34.2 Travel Insurance

The University will cover APT members with travel insurance when the APT member is traveling with the authority of the University, whether or not at University expense.

34.3 University Property

If there is no negligence on the part of the APT member, a member will not be held responsible for the damage to University property which occurs while the member is using the property when carrying out his/her assigned responsibilities.

ARTICLE 35 DISCIPLINE

The University will take disciplinary action as the situation warrants. This will involve, but not be restricted to written warnings, written reprimands, suspensions with or without pay, or dismissal. Disciplinary action taken by the University is subject to the grievance procedures as outlined in Article 37 and, in the case of dismissal for cause, the procedures outlined in Article 36.

35.1 Discussions Preliminary to Discipline

Where the Director or equivalent decides to enter into any discussion with an APT member which may lead to a disciplinary measure, the Director or equivalent shall invite the APT member, in writing with a copy to the Faculty Association, to a meeting with the appropriate management personnel. Notice of the meeting shall include sufficient detail to allow the APT member to respond and shall remind the APT member of the right to have an Association representative present.

Should the meeting result in a satisfactory resolution of the concern, no records shall be retained.

35.2 Warning/Reprimand

If an APT member is to be formally warned or reprimanded, the member will be invited to a meeting, in writing with a copy to the Faculty Association. The notice of the meeting shall include sufficient detail to allow the APT member to respond and shall remind the APT member of the right to have an Association representative present.

A letter from the Director or equivalent stating the reason(s) for the written warning or written reprimand will be given to the APT member. A copy will be sent to the Director or Human Resources, and will become part of the member's official file. In accordance with Article 6.7 an APT member may add a written comment to the file, if desired.

35.3 Suspension

If an APT member's misconduct is such that a warning or reprimand would be insufficient, the APT member may be suspended with or without pay by the appropriate Vice-President for a period not to exceed thirty (30) days, on the recommendation of the appropriate Director or equivalent.

The appropriate Vice-President shall invite the APT member, in writing with a copy to the Faculty Association to a meeting, to discuss the suspension.

The notice of suspension, stating the reasons, will be conveyed to the APT member in writing, with a copy to the Faculty Association and Human Resources.

An APT member's benefit plans will continue in full effect during any suspension.

35.4 A letter of warning, reprimand or suspension shall be removed from the official file after a period of three (3) years provided there has been no documented disciplinary action of any kind in the interim. Notwithstanding the above, upon written request by a member to the Director or equivalent, and copied to Human Resources such material, including the written request may be removed before the three years expires.

ARTICLE 36 DISMISSAL FOR CAUSE

- 36.1 The employment of an APT member may be terminated by reason of professional misconduct, willful neglect of duties, gross misconduct, or incompetence demonstrated by annual performance reviews.
- 36.2 If an APT member is to be dismissed for cause, notice in writing will be given by the appropriate Director or equivalent that dismissal is being recommended to the President. The notice to the APT member shall contain a complete statement of the grounds for the recommendation to dismiss. A copy of the letter of notice will be sent to the Chair of the Faculty Association.
- 36.3 Seven working days from the date such notice is received by the member, the President shall inform the APT member in writing that either the dismissal action is discontinued, or that the APT member's service is to be terminated seven working days hence. A copy of the President's letter will be sent to the Chair of the Faculty Association.
- 36.4 The APT member and the Faculty Association may enter a grievance after receipt of the President's letter, but before the date of termination. However, upon written request to the President, the Faculty Association may be given a seven day extension of the date for submission of a grievance if the circumstances warrant it. The grievance will be submitted at Stage Two of the grievance process. Failure to grieve within these time limits will constitute waiver of rights.
- 36.5 All correspondence to the APT member required by this clause will be delivered directly to the APT member when convenient, and in other cases will be forwarded by registered mail, air mail if necessary, to the last known address of the APT member. Copies of all correspondence to the APT member required by this clause will be forwarded to the Chair of the Faculty Association.
- 36.6 The APT member may be suspended with or without pay by the President, upon the recommendation of the appropriate Director or equivalent, from the date the letter is issued recommending dismissal. The suspension will be rescinded if the President discontinues the dismissal action. If a grievance is entered, the suspension continues until the grievance is resolved.

ARTICLE 37 MECHANISM FOR DISPUTE RESOLUTION

37.1 Should any dispute or difference arise between the University and the Association or any member or group of members concerning the meaning, interpretation, application or alleged violation of the terms of this agreement, the difference shall be settled promptly in accordance with the following procedures.

Notwithstanding the above, any procedures prescribed in this agreement which contains a specific appeal process binding on both parties shall not be subject to the grievance process.

37.2 Grievor is defined as the APT Member(s), the Faculty Association, or the University.

37.3 General

37.3.1 The Faculty Association shall have the right to be represented at all steps of the dispute resolution process and to represent its member(s) at all steps.

37.3.2 The time limits specified in this article may be waived by mutual agreement between the Faculty Association and the University.

37.3.3 Nothing in this agreement prejudices the right of an APT member to exercise other rights which he or she may have at law.

37.3.4 Unless otherwise mutually agreed in advance in writing, the decision to not file and/or to withdraw a grievance shall be made on a without prejudice and precedent basis. It is further agreed that all discussions within the Dispute Resolution Process, both informal and formal, shall be made on a without prejudice and precedent basis, unless otherwise mutually agreed in writing by the Parties.

37.4 Expedited Process

37.4.1 Within the specified time limits, either party may submit a written request to waive Stage I. Such requests shall not be unreasonably denied.

37.4.2 When referring a grievance to arbitration in accordance with the provisions of Article 37.7, with mutual agreement, the Parties may refer the grievance to a single arbitrator as provided for by *The Saskatchewan Employment Act*.

37.5 Stage I

37.5.1 Before a formal grievance is filed by either party, a reasonable attempt will be made to settle the dispute through discussion. This approach to reconciliation may include consultation, talking circles, or other traditional First Nations approaches to conflict resolution or mediation.

37.5.2 An APT member and/or the Faculty Association may present a verbal or written complaint at Stage I, outlining the nature of the concern and requesting a meeting with the Director or equivalent or Human Resources within thirty (30) calendar days of the incident.

Within fourteen (14) calendar days of the concern being raised, a meeting will be held to review the concern and attempt to reach a resolution acceptable to both Parties. The meeting will be attended by representatives from the University and representatives from the Faculty Association and may also include the APT member.

The University may present a verbal or written complaint at Stage I, outlining the nature of the concern and requesting a meeting with the Faculty Association within thirty (30) calendar days of the incident. Within fourteen (14) calendar days of the concern being raised, a meeting will be held to review the concern and attempt to reach a resolution acceptable to both Parties. The meeting will be attended by representatives from the University and representatives from the Faculty Association.

37.6 **Stage II**

If a dispute or difference cannot be settled at Stage I either Party may, within thirty (30) calendar days of the last meeting or correspondence between the Faculty Association and the University, present a formal written grievance to the other Party.

A grievance by the APT bargaining unit shall be forwarded to the Director of Human Resources. A grievance by the University shall be submitted to the President of the Faculty Association. The grievance shall:

- a) specify which article or section of the contract has allegedly been violated;
- b) specify what remedy or remedies the grievor believes to be sufficient to correct the alleged violation;
- c) be signed by the employee(s) affected and a duly authorized officer of the Faculty Association on the one hand, or in the case of a policy grievance, by two duly authorized members of the Faculty Association; or by the appropriate Vice-President on the other hand.

On behalf of the University, the Director of Human Resources shall be responsible for seeing that a written response to the grievance on behalf of the University is forwarded to the Faculty Association within twenty-one (21) calendar days of receipt of the written grievance.

On behalf of the Faculty Association, a duly authorized officer of the Faculty Association shall similarly respond in writing within twenty-one (21) calendar days to a grievance submitted by the University.

In the meantime, the Faculty Association or Director of Human Resources may require a meeting between the Parties. Either Party may require the aggrieved person(s) to be present at such a meeting.

37.7 **Arbitration**

In the event that any grievance has not been settled through the procedures outlined above, either party may, within twenty-one (21) calendar days, submit the matter to arbitration by sending written notice to the other party.

37.7.1 The Arbitration Board consists of three (3) members who will be selected as follows:

The University and the Association shall each appoint their own board member within seven (7) working days of notice being given by either party for the establishment of the Board. The two (2) members so appointed shall endeavour to select, within seven (7) working days, a Chair from a list of eight names mutually agreed to by each Party. In the event of failure to agree on a Chair within the time prescribed, an agreed upon Elder shall select by lot a Chair from the list of agreed to names provided by the Parties. Once appointed, the Chair shall invite an Elder to act as his/her advisor. The Elder shall guide the process along traditional First Nations' methods of conflict resolution.

37.7.2 In the case of a single arbitrator as outlined in Article 37.4.3, the University and the Faculty Association shall endeavour to mutually agree, within seven (7) working days to an arbitrator from the list of eight names referred to in Article 37.7.1. In the event of failure to agree on a single arbitrator within the time prescribed, an agreed upon Elder shall select by lot an arbitrator from the agreed to list of names provided by the Parties. Once appointed, the Arbitrator shall invite an Elder to act as his/her advisor. The Elder shall guide the process along traditional First Nations' methods of conflict resolution.

37.7.3 The Arbitration Board shall make every effort to begin arbitrating the grievance within twenty-one (21) calendar days of the Board being constituted. At the hearing 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 arguments both orally or in writing. The decision of the Arbitration Board/single Arbitrator shall be final.

37.7.4 The Arbitration Board/single Arbitrator 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 Board/single Arbitrator shall have the power to dispose of any grievance involving dismissal or disciplinary action by an arrangement which it deems just and equitable.

- 37.7.5 The fees and expenses of the Chairperson/single 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.
- 37.8 The time limits imposed by the foregoing provisions may be waived by agreement between the University and the Faculty Association.
- 37.9 **Appeals Committee**
- 37.9.1 The Appeals Committee will hear matters relating to the denial of increments and education leaves.
- 37.9.2 An appellant shall have the option of having an Elder and/or advocate of their choice accompany them to any meeting or appeal hearing.
- 37.9.3 An Appeals Committee will be formed with one member named by the Association, one member named by the University and a mutually agreed upon Chair. The procedures for these Appeals Committees are outlined in Appendix F. The Committee shall submit its decision to the President of the University, with a copy to the Faculty Association. The President of the University will either accept or reject the decision. The decision of the President may be arbitrated under Article 37.7.

ARTICLE 38 COPYRIGHTS AND PATENTS

With respect to the issue of copyrights and patents, APT members will be dealt with in a manner consistent with that used for academic staff.

ARTICLE 39 NO STRIKES OR LOCKOUTS

39.1 The Faculty Association agrees that it will not engage in or participate in any slow down, strike, or picketing during the currency of this Agreement. The University agrees that it will not lock out any members of the bargaining unit during the currency of this Agreement.

39.2 Notwithstanding 39.1, in the event of a lock out or strike involving another bargaining unit, no APT member shall be required to cross a picket line at the member's place of work, and no APT member shall be penalized for failing to cross such a picket line, except for loss of salary. The appropriate Director or equivalent may approve the use of vacation entitlements in place of leave of absence without pay.

APT members will be expected to cooperate should the University undertake to provide safe transport across a picket line.

39.3 In the event of a lockout or strike involving another bargaining unit at the University, APT members will not be required to assume any duties which are different from the duties they normally perform, and which are considered part of the job responsibilities of employees in the affected unit.

ARTICLE 40 DURATION AND CONTINUATION OF THE AGREEMENT

- 40.1 The collective agreement shall be binding and remain in effect from April 1, 2017 until March 31, 2021.
- 40.2 This Agreement shall, however, 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 March 31, 2021.
- 40.3 The collective agreement may be reopened at any time by mutual agreement. At any time during the one hundred and eighty (180) day period to the expiration of the agreement, either party may open negotiations on a new agreement by forwarding written notice to the other party.
- 40.4 In the event that an agreement has not been reached by March 31st in the year following the expiration of this Agreement, First Nations University and the Faculty Association will jointly apply for conciliation/mediation on all outstanding issues. Should conciliation/mediation not provide a solution by May 31st of the same year, either party may request that the conciliator/mediator provide non-binding recommendations for resolution of the outstanding issues.
- 40.5 All changes related to monetary compensation shall be made retroactive to April 1, 2017. APT members who were employed during this period shall be eligible for retroactive pay.

APPENDIX A

1. Salary Scales

April 1, 2017

Pay Grade	Minimum	Increments			Maximum
1	41,900	11	x	1,423	57,553
2	44,947	11	x	1,530	61,777
3	48,224	11	x	1,645	66,319
4	51,747	11	x	1,765	71,162
5	55,537	11	x	1,901	76,448
6	59,607	11	x	2,044	82,091
7	63,987	11	x	2,196	88,143
8	68,690	11	x	2,364	94,694
9	73,747	11	x	2,536	101,643
10	79,190	11	x	2,730	109,220

Programmer Analyst

I	51,747	8	x	2,431	71,195
II	61,793	8	x	2,915	85,113
III	73,747	8	x	3,491	101,675

April 1, 2018

Pay Grade	Minimum	Increments			Maximum
1	41,900	11	x	1,423	57,553
2	44,947	11	x	1,530	61,777
3	48,224	11	x	1,645	66,319
4	51,747	11	x	1,765	71,162
5	55,537	11	x	1,901	76,448
6	59,607	11	x	2,044	82,091
7	63,987	11	x	2,196	88,143
8	68,690	11	x	2,364	94,694
9	73,747	11	x	2,536	101,643
10	79,190	11	x	2,730	109,220

Programmer Analyst

I	51,747	8	x	2,431	71,195
II	61,793	8	x	2,915	85,113
III	73,747	8	x	3,491	101,675

April 1, 2019

Pay Grade	Minimum	Increments			Maximum
1	43,865	8	x	1,801	58,272
2	47,058	8	x	1,936	62,549
3	50,492	8	x	2,082	67,148
4	54,181	8	x	2,234	72,052
5	58,156	8	x	2,406	77,404
6	62,422	8	x	2,587	83,117
7	67,010	8	x	2,779	89,245
8	71,942	8	x	2,992	95,878
9	77,237	8	x	3,210	102,914
10	82,944	8	x	3,455	110,585

Programmer Analyst

I	52,394	8	x	2,461	72,085
II	62,565	8	x	2,951	86,177
III	74,669	8	x	3,535	102,946

April 1, 2020

Pay Grade	Minimum	Increments			Maximum
1	44,523	8	x	2,056	60,974
2	48,678	8	x	2,097	65,453
3	52,232	8	x	2,255	70,268
4	56,050	8	x	2,419	75,400
5	60,162	8	x	2,606	81,007
6	64,579	8	x	2,801	86,990
7	69,328	8	x	3,010	93,404
8	74,432	8	x	3,240	100,353
9	79,914	8	x	3,475	107,715
10	85,817	8	x	3,742	115,751

Programmer Analyst

I	53,180	8	x	2,498	73,164
II	63,503	8	x	2,996	87,471
III	75,789	8	x	3,588	104,493

2. **Adjustments to Salary Scales**

April 1, 2017 Increase scales by 0.0%.

April 1, 2018 Increase scales by 0.0%

April 1, 2019 Increase scales by 1.25%. For Pay Grades 1-10 add one increment to the minimum; divide the difference into 8 increments.

April 1, 2020 Increase scales by 1.50%. For Pay Grades 1-10 add ½ increment to the minimum, add on increment to the maximum and divide the difference into 8 increments.

3. **Adjustments to Individual Salaries**

April 1, 2017 Salaries will be increased by 0.0%. Range minimums and maximums apply.

April 1, 2018 Salaries will be increased by 0.0%. Range minimums and maximums apply.

April 1, 2019 Salaries will be increased by 1.25%. Range minimums and maximums apply.

April 1, 2020 Salaries will be increased by 1.50%. Range minimums and maximums apply.

A one-time lump sum payment of \$2,000 will be provided to each APT member employed at the date of ratification. This lump sum will not be added to salary scales or individual salaries.

4. **Accountable Professional Expense Account**

4.1 Effective April 1, 2019 all APT members shall receive an Accountable Professional Expense Account in the amount of \$500 per year. This amount will be pro-rated for members who are employed part-time or for partial years.

4.2 Funds may be carried forward automatically into the following fiscal year, provided the amount in the account does not exceed a sum which is three times the current amount of funds deposited annually into the account.

APPENDIX B

SCREENING AND SELECTION PROCESS

1. Job Posting internally - posting contains duties as outlined in position description, permanent or term, if term, length of term, part time or full time. Posting is sent to the Faculty Association. Posting is open for 5 working days (see Article 12.4). The University shall ensure that all advertisements reflect the University's commitment as articulated in Article 8.2.
2. If there are no APT applicants, go to #8.
3. Human Resources will provide copies of the internal applicant qualification matrix and resumes/applications for all APT members to the selection committee, including the APT observer, for review by the selection committee.
4. Should there be no qualified APT applicants, the APT member(s) will be informed, in writing. Should the member(s) so wish, a follow-up interview will be held with the Director of Human Resources Go to #8 (see Article 12.4.4).
5. If there are qualified APT member(s), the interview/selection process will be instituted. All qualified APT applicants will be interviewed. Should there be only one APT applicant who is qualified, the First Nations University, the member and the Faculty Association may mutually agree to waive the interview/selection process (see Article 12.4).
6. The selection committee should include the Director or equivalent, a Human Resources representative, an Elder and APT observer. The University shall ensure whenever possible that search committees have appropriate gender representation, an Elder, and an observer from outside the unit during deliberations. The Human Resources Department will copy the observer the interview guide. The observer is not an active participant in the selection process but the Selection Committee may invite the observer's input (see Article 12.4.2).
7. The Selection Committee shall choose from the APT qualified candidates. Unsuccessful candidates shall be informed, in writing, of the Selection Committee's decision. Should the committee have APT applicants who are virtually equivalent, seniority, as outlined in Article 12.4.3, shall be used to decide the successful candidate.
8. If there are no qualified APT applicants, the First Nations University may fill the position from outside the bargaining unit (see Article 12.4.4).
9. Prior to an appointment being made, reasonable written information will be provided to the Chair of the Faculty Association concerning the proposed appointment. The Faculty Association will be given an opportunity to discuss the matter with the Director of Human Resources (see Article 12.5).
10. An appointment letter will be sent to the successful candidate, prior to starting the new position, and copied to URFA (see Article 12.6).

APPENDIX C

JOB EVALUATION GUIDELINES

Reclassification Requests:

Of the four Job Evaluation Committee members, two URFA members and at least one University member are involved in the process outlined below.

Completion of the Job Analysis Questionnaire by the person requesting the review of the position, including a review of the existing position rationale and the current position description.

Review of completed Job Analysis Questionnaire, existing Job Analysis Questionnaire and current position description by the Supervisor.

Submit Job Analysis Questionnaire and Supervisor comments to the Human Resources Department. If there is a discrepancy between the request form and the supervisor's comments, Human Resources will facilitate a discussion between the APT member and the supervisor to arrive at consensus on the duties or render a decision.

Submit the following information to the Human Resources Department for submission to the Job Evaluation Committee:

- Reclassification request form; supervisor comments on reclassification request form; current position description; agreed upon modifications to the position description; existing job analysis questionnaire; existing position summary.

If the Job Evaluation Committee determines that a re-evaluation of the position is required:

- interview person requesting the review of the position (if required)
- interview supervisor (if required)
- site visit (if required)
- completion of position summary
- re-evaluate the position.

The Job Evaluation Committee will forward the information with their decision, to Human Resources. Human Resources will inform the supervisor, the incumbent, and the Faculty Association of the results of the reclassification request.

New Positions

For new positions the University shall, prior to posting the position, perform an initial review of such position(s) consisting of two Job Evaluation Committee members, one representing the University and one representing APT.

The draft position description and job analysis questionnaire for the new position shall be completed by the supervisor as facilitated by the Human Resources Department. This information is to be forwarded to the Human Resources Department for submission to the Job Evaluation Committee.

Decision of Job Evaluation Committee

The Job Evaluation Committee will forward the information with their decision, to the Human Resources Department who will in turn inform the supervisor and the Faculty Association.

APPENDIX D

JOB EVALUATION APPEAL GUIDELINES

An APT member or the University may request an appeal of a classification. Appeals are filed with the Director of Human Resources and copied to the Faculty Association. The Director of Human Resources will forward the notice of appeal to the Job Evaluation Committee.

Informal Process

Two members of the Job Evaluation Committee will discuss with the appellant the classification outcome. If the appellant is satisfied with the explanation provided, they may withdraw the appeal notice. If the appellant is not satisfied with the explanation, within 30 days of the discussion between the appellant and members of the Committee, the appellant will inform the Director of Human Resources, in writing, to proceed with the appeal process. The Director of Human Resources will inform the Faculty Association of the appellant's decision.

Appeal Committee

The Association and the University shall each name a representative to the Committee who is trained in the job evaluation plan. Neither member will have been involved in the original evaluation. The Association and the University will agree upon a Chair. The appellant will provide a written submission to the Director of Human Resources with a detailed description supporting the appeal based on the Position Rationale. The Director of Human Resources will distribute the written appeal to the Appeals Committee. The Appeals Committee has the right to request any material it deems necessary or representation as required. A representative from the Job Evaluation Committee, the supervisor, or the APT member may make representation to the Committee.

Decision

The decision of the Appeals Committee will be forwarded to the Director of Human Resources who shall provide the decision to the appellant and the Faculty Association. The Appeals Committee may: 1) find that the position is properly classified; 2) direct that it be reviewed again by the Job Evaluation Committee; or 3) assign a different classification. The Committee will provide reasons for its decision. The decision of the Committee is final.

APPENDIX E

GENERAL PROCEDURES FOR APPEALS COMMITTEE

Authority

The Appeals Committee draws its authority from Articles 37.9, 14.10, and 24.4 of the Collective Agreement between the parties. In conducting Appeal Hearings and in all of its deliberations, the Appeals Committee will be guided by the principles of fundamental justice, fair and equitable treatment, and due process. To that end, the Appeals Committee shall make a written recommendation with reasons for its decision in a timely manner consistent with these principles on all matters brought to its attention.

The purpose of these general procedures is to outline an agreed upon process to be followed whenever an appeal is filed.

Appeal Committee

1. Pre-hearing Meeting

Within ten (10) days of being appointed by the parties as an Appeals Committee, the Appeals Committee will convene a meeting of the Appellant and appropriate Director or equivalent for the purpose of determining whether there are any potential conflicts of interest or reasonable apprehensions of bias on the part of any of the Appeals Committee members and the appellant/advocate/Elder and/or the appropriate Director or equivalent. In the event a potential conflict of interest or reasonable apprehension of bias exists, the relevant Appeals Committee member(s) shall step down from the Committee and new appointment(s) shall be made as per the procedures set out in Article 37.9.3.

The Appeals Committee will review these General Procedures with the Appellant/advocate/Elder and the appropriate Director or equivalent. Following a review of the procedures, the Appeals Committee will: set a hearing date that is mutually convenient for everyone; establish a time frame for the exchange of documentation between the Appellant and the Director/equivalent prior to the commencement of the Appeal hearing; and, establish an agreed upon time-frame by which all relevant documents and materials and written submissions, if any, are to be filed with the Appeals Committee. Human Resources will designate an employee from within Human Resources to help facilitate this work of the Appeals Committee.

Both the Association and the University are entitled to have an observer in attendance at the pre-hearing meeting and at the Appeals hearing. The parties will provide the names of their respective observers to each other prior to the commencement of both the pre-hearing meeting and the Appeals hearing.

2. Documentation

At the Appeals Hearing, or by such time as agreed upon at the pre-hearing meeting, the Appellant and/or the appropriate Director or equivalent may provide the Appeals Committee with copies of any evidence or documentation, which was available to the appropriate Director or equivalent at the time the decision being appealed was made. The Appellant and/or the appropriate Director or equivalent may also provide the Appeals Committee with written summaries of the arguments of the case. If the Appellant and/or the appropriate Director or equivalent is planning to make a written submission to the Appeals Committee, he/she will endeavor to provide three (3) copies of the submission to the Chair of the Appeals Committee prior to the hearing.

If the appeal is related to a denial of increment, evidence and documentation are to apply only to the review period for the decision in question.

The Appellant and/or the appropriate Director or equivalent shall provide a copy of their evidence or documentation to each other by the time-frame established at the pre-hearing meeting. Copies of the Appellant's and/or the appropriate Director's or equivalents written summaries of their case and/or their written submission shall be provided to the named observers of the University and the Faculty Association.

3. Time Allotment

Keeping in mind the principles of fundamental justice, fair and equitable treatment and due process, as a guideline a period of at least one hour will be allowed for the hearing of each individual case.

4. **Conduct of the Individual Hearing**

- 4.1 All persons present at the hearing shall be introduced to the Appellant and the appropriate Director or equivalent; the Chairperson of the Appeals Committee shall briefly explain the reasons for their presence.
- 4.2 An appeal shall be presented by the Appellant or his/her advocate.
- 4.3 Witnesses may be called during a hearing to give evidence when directed by the Appellant or his/her advocate, and to respond to questions from the Appeals Committee.
- 4.4 The Appellant may have a resource person present but this person shall not participate verbally in the presentation of the case. The Appellant may consult with the resource person as necessary during the Appeal hearing.
- 4.5 The appropriate Director or equivalent, in responding to the case made by the Appellant, will indicate the reasons why the decision being appealed was made, with specific reference to the Collective Agreement.
- 4.6 The appropriate Director or equivalent may have a resource person present to him/her with assistance but this person shall not participate verbally in the presentation of the case. The appropriate Director or equivalent may consult with the resource person as necessary during the Appeal hearing.
- 4.7 The University and the Faculty Association may each have one (1) observer present during the Appeal hearing.

5. **Required Documentation for an Appeal involving a Denial of Increment**

If not provided by the Appellant and/or the appropriate Director or equivalent, Human Resources shall be responsible for providing copies of the following documents to the members of the Appeals Committee prior to the hearing:

- 5.1 The job/position description and Job Analysis Questionnaire from the Appellant's file;
- 5.2 Annual Information Form and Performance Review Form for the relevant period; and
- 5.3 Any additional information in the Appellant's official file pertaining to the review period in question.

6. **Required Documentation for an Appeal involving a Denial of Education Leave**

If not provided by the Appellant and/or the appropriate Director or equivalent, Human Resources shall be responsible for providing copies of the following documents to the members of the Appeals Committee prior to the hearing:

- 6.1 The Education Leave application;
- 6.2 The written decision of the Education Leave Committee;
- 6.3 Funds available in the Education Leave Fund; and
- 6.4 Any additional information that may be relevant in the circumstances.

7. **Notice for Appeals Committee**

Upon the parties having named their respective nominees to the Appeals Committee and the appointment of the Chairperson having been agreed, the University will advise the Appellant and the appropriate Director or equivalent of the composition of the Appeals Committee. The members of the Appeals Committee will receive a copy of the correspondence to the Appellant and appropriate Director or equivalent, following which the Appeals Committee will work with Human Resources to schedule and to convene the pre-hearing meeting within ten (10) days of the Appeals Committee members appointment.

8. **Communication**

If the Appeals Committee has questions relating to matters outside the normal process, the Chairperson shall forward such questions to both Human Resources and the Faculty Association. The parties will meet and come to a decision on the answers to such questions.

APPENDIX F

MEMORANDUM OF AGREEMENT WITH RESPECT TO APPENDIX F IN THE 2010-2014 COLLECTIVE AGREEMENT

The parties recognize there have been delays in completing the project outlined in Appendix F and it is anticipated it will be completed by June 30, 2019. This memorandum of agreement replaces Appendix F contained in the 2010-2014 Collective Agreement. The parties agree that Appendix F contained in the 2010-2014 Collective Agreement is incorporated into and forms part of this memorandum of agreement as Appendix "1".

The parties agree on the following principles:

1. No APT member will be disadvantaged because of the length of time taken to complete this project.
2. The parties acknowledge there may have been changes to jobs and any retroactive salary adjustments will take this into consideration.

If agreement cannot be reached on the issue of retroactivity, either party can request mediation. In the event an agreement cannot be achieved following on mediation, the parties agree to submit the issue to binding arbitration. The process for selecting the board of arbitration will be as outlined in Article 37.7.

APPENDIX "1"

APPENDIX F (2006-2010 Collective Agreement)

Memorandum of Agreement

Between

The First Nations University of Canada

And

The University of Regina Faculty Association – Administrative, Professional and Technical (APT) Bargaining Unit

REVIEW OF CURRENT JOB EVALUATION PLAN

The parties are committed to review and provide recommendations to the current job evaluation plan (JEP) within the APT bargaining unit in accordance with the following:

1. A Job Evaluation Plan Review Committee (JEPRC):

Will be established with three members appointed by the University and three members by URFA/APT.

2. Terms of Reference:

The Committee shall submit its terms of reference to the parties for approval. Included in its terms of reference the committee shall:

- a) Conduct its activities and achieve its desired outcomes through consensus
- b) Conduct a job analysis and conduct a review of the current job evaluation plan and identify and document the perceived problems associated with the existing plan
- c) Take into consideration the concerns identified with the existing plan in its deliberations respecting modifications to the plan
- d) Research best practices

- e) Report progress to the parties at least three times prior to the completion of its activities and submission of its final report and recommendations or as otherwise required by the parties
- f) Return to the parties for direction on other matters as may be required from time to time
- g) Recommend changes to the job evaluation plan to the parties for consideration

3. Job Evaluation Plan Principles:

The parties agree that the job evaluation plan shall:

- a) Be capable of fair and equitable evaluation of all positions within the bargaining unit
- b) Be transparent, understandable and consistent in its operation and administration
- c) Measure the full range, scope and levels of positions mindful of the University's organizational structure
- d) Include evaluation factors that are relevant to the University environment and reflect the nature of job responsibilities and requirements
- e) Contribute to employment equity (gender neutral)
- f) Maximize to the extent possible administrative efficiency and simplicity

4. Conducting the Review:

In conducting the review, the JEPRC will:

Examine the components of the current job evaluation plan, including but not limited to (i) factor, sub-factors and factor descriptions; (ii) weights assigned to factors and sub-factors, and distribution of points within factors; (iii) notes to raters, and (iv) the job evaluation questionnaire.

Examine processes and procedures under the current job evaluation plan, identify shortcomings, and recommend improvements to the job evaluation process and procedures for maintenance of the plan.

5. Support:

The JEPRC may utilize an external consultant mutually agreeable to both parties to assist with the process as required. As part of the University responsibility to maintain the JEP, in accordance with Article 10 of the Collective Agreement, the University shall bear the cost of this external consultant.

6. Time Frame for Completion of Initial Review of Evaluation Plan:

The committee shall submit its findings, recommendations and proposals to the parties for consideration no later than July 31, 2009.

The University and the Association shall jointly review the report of the JEPRC and agree upon necessary amendments to the current JEP.

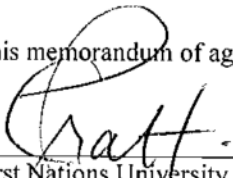
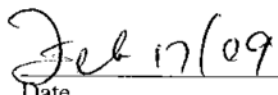
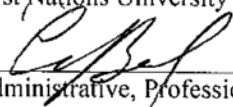
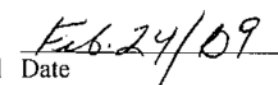
The University and Association shall complete this process no later than October 31, 2009.

- 7. The JEPRC shall then re-evaluate all existing positions using the amended JEP. The JEPRC shall complete this process by January 31, 2010.
- 8. On completion of the job evaluation process, the JEPRC shall submit their report to the University and the Association on its findings. The University and the Association shall determine whether new paybands and salary scales are required based on the completed job evaluations. Jobs having relatively equivalent point values will be grouped together. Should new paybands and salary scales be required, the parties will negotiate the following:
 - a) new salary scales;
 - b) point spread assigned to each level of the salary scale;
 - c) the placement of positions on the salary grids;
 - d) the placement of individuals on the salary scales;
 - e) the procedures for red-circling of individual salaries if required.

The process of job evaluation, paybanding and establishing salary scales shall not result in an APT member receiving a lower salary than the member received prior to the review.

9. Any wage increases as a result of these reviews will be effective April 1, 2010 prior to any other negotiated changes.

This memorandum of agreement is made without prejudice.

 _____ First Nations University of Canada	 _____ Date
 _____ Administrative, Professional and Technical University of Regina Faculty Assoc.	 _____ Date

APPENDIX G

MEMORANDUM OF AGREEMENT

BETWEEN:

The First Nations University of Canada and THE CANADIAN UNION OF PUBLIC
-Hereinafter referred to as the "EMPLOYER" EMPLOYEES LOCAL 1975
-Hereinafter referred to as "CUPE"

UNIVERSITY OF REGINA
FACULTY ASSOCIATION
On behalf of THE ADMINISTRATIVE, PROFESSIONAL AND
TECHNICAL EMPLOYEES
-Hereinafter referred to as "URFA"

Jurisdiction of New and Revised Positions

The Union and the Employer agree that the following resolution process, will be followed to determine union jurisdiction where any new positions are created or existing positions are revised at the First Nations University of Canada.

- 1) Once the job description for the new or revised position has been created by the Employer, which job description will include among other things the supervisor's title, the title of the position providing functional direction (where applicable), areas of responsibility, minimum qualifications (education, experience, technical and non-technical skills), proposed salary and hours of work, the Employer will provide the job description and an organizational chart to URFA and CUPE along with a letter of intent to create or revise such position. The letter of intent shall include the Employer's view as to which bargaining unit the position might be assigned, or where applicable the Employer's view that the position is out of scope. Correspondence via e-mail will be acceptable.
- 2) URFA and CUPE will have five (5) working days from the date of receipt of the letter of intent, job description and organizational chart from the Employer to either respond to the Employer:
 - a) agreeing with the proposed job description and union/bargaining unit designation of the position or
 - b) requesting further details and/or clarification from the Employer of the reasons for the Employer's view as to, among other things, which bargaining unit the position is out of scope and a list of questions the bargaining unit would like answered concerning the new position. At that time, either of the Unions may also request a joint meeting be held with the Employer.
- 3) Where a joint meeting is requested by either Union, the meeting shall include representatives from the Employer, URFA and CUPE and it will be scheduled by the Employer to be held within five (5) working days of the Employer receiving the request for the meeting.
- 4) If during the joint meeting the parties are unable to reach a mutual agreement regarding the scope and/or designation of the appropriate bargaining unit for the position in question, the parties agree to thereafter apply jointly to the Saskatchewan Labour Relations Board for a decision regarding the scope of the new or revised position and the assignment of that position to the proper bargaining unit. Where both URFA and CUPE claim the position in question falls within the scope of their jurisdiction, the joint application to the Labour Relations Board shall involve all three parties, being the Employer, URFA and CUPE. Should either CUPE and/or URFA not claim jurisdiction over the position in question, the non-disputing Union shall confirm its position in writing to the two remaining parties, and thereafter only the Employer and the disputing Union shall proceed with the joint application to the Labour Relations Board.
- 5) The decision of the Labour Relations Board shall be final and binding on all parties to this agreement.
- 6) Both unions will be entitled to have at least one representative in attendance, with pay, at the joint meeting and the Labour Relations Board hearing.
- 7) The time limits outlined in this Agreement may be waived on a case-by-case basis by agreement of all parties.

10) This Memorandum of Agreement will be included in the next First Nations University-CUPE 1975 Collective Bargaining Agreement and URFA (APT) Collective Bargaining Agreement and shall be effective from this “9th” day of “June”, 2004.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE CAUSED THESE PRESENCE TO BE EXECUTED THIS “9th” DAY OF JUNE A.D. 2004.

CANADIAN UNION OF FIRST NATIONS UNIVERSITY URFA
PUBLIC EMPLOYEES OF CANADA
Local-1975-01

“D. Puff”
Union Representative

“F. Blenkin”
Employer Representative

“G. Maslany”
Union Representative

IN WITNESS THEREOF the parties have caused these presents to be executed:

THE FIRST NATIONS UNIVERSITY OF CANADA, represented by:

Leila Francis
Witness as to the signatures on
Behalf of the University

Moncand
Chairperson of the Board

August 3, 2018
Date

[Signature]
President

[Signature]
Member of Negotiating Committee

UNIVERSITY OF REGINA FACULTY ASSOCIATION, represented by:

[Signature]
Witness as to the signatures on
Behalf of the University of Regina
Faculty Association

[Signature]
Vice-President (Academic)

July 17/2018
Date

[Signature]
Member of Negotiating Committee

[Signature]
Member of Negotiating Committee