



First Nations University of Canada
(formerly Saskatchewan Indian Federated College)

2006-2010
Collective Agreement



University of Regina Faculty Association
*Representing the
Administrative, Professional and Technical Employees*

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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.

“Dean, 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 1 PREAMBLE

- 1.1 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.

- 1.2 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.
- 1.3 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.
- 1.4 The parties agree to act according to the principles of natural justice (procedural fairness).

ARTICLE 2 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 3 ASSOCIATION ACTIVITIES AND USE OF UNIVERSITY PREMISES

- 3.1 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.
- 3.2 The University agrees to permit the Association to post notices and information of interest to the employees.
- 3.3 The University agrees to allow the Association use of the University's internal mail service.
- 3.4 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.
- 3.5 The University agrees that APT members shall have reasonable time off, with pay, to participate in Association activities such as preparing for and conducting negotiations and other special business of the Association, provided such participation will not cause the University undue hardship.

The member shall consult, in advance, with her/his Dean, Director or equivalent to discuss scheduling time off.

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

- 3.6 Notwithstanding 3.5, the University will provide additional related time to an APT member in the event the member is Chair 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.

ARTICLE 4 DUES AND MEMBERSHIP AND EMPLOYEE INFORMATION

- 4.1 Membership in the Faculty Association is voluntary and is not a condition of employment; however, it is a condition of employment that each member of the Bargaining Unit shall remit fees and dues to the Faculty Association at the time they are required.
- 4.2 The University shall inform each new member of the Bargaining Unit of the provisions of Article 4.1 not later than 30 days after the member's date of appointment, and at the same time provide to the member of the Bargaining Unit an information package as provided by the Faculty Association.
- 4.3 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.
- 4.4 The University shall forward to the Treasurer of the Faculty Association by the 15th of each month, a payment specifying the amounts deducted, as outlined in Article 4.3, 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.
- 4.5 The University shall promptly inform the Chair of 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.
- 4.6 No later than July 31st of each year, the University shall make available to the Faculty Association a list of all APT members in the bargaining unit indicating:
- name
 - sex
 - employment status - permanent, term or probationary
 - classification title
 - salary and pay grade
 - date of first appointment to an APT position
 - date appointed to current position
 - any vacant APT position(s)
 - start and end dates of appointments, if applicable
 - retirement date
 - date of first appointment with the University

- leaves, type of leave, dates of leave
- status/non-status

By the 15th of each month thereafter, the Human Resources Department will inform the Faculty Association, in writing, of changes to the list.

- 4.7 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 Dean, 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.

- 4.8 All current APT members shall have position descriptions placed in their official file in the Human Resources Department. The position 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 Dean, Director, or equivalent, will review the existing position description to ensure it is still valid. For each approved new APT position, the Dean, Director, or equivalent will develop the position description to reflect the duties and responsibilities and the necessary qualifications. The

position description will be classified by the First Nations University Job Evaluation Committee (see Article 10).

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

- 4.9 A copy of each and every written correspondence passing between the Faculty Association and the University shall be sent to the Director of Human Resources and the Chair of the Faculty Association.

ARTICLE 5 AFFIRMING DIVERSITY WITHIN A FIRST NATIONS INSTITUTION

- 5.1 The parties agree that there are legitimate reasons why the enhancement of employment and training opportunities for First Nations peoples is necessary to restore balance and establish a strong First Nations presence with the Bargaining Unit at every level. To achieve this balance the University will ensure that policies, practices, and systems are designed to ensure the enhancement of the employment and advancement of First Nations APT members.

The elders confirm 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.

5.2 **No Discrimination**

The University agrees that there shall be no discrimination practiced with respect to any member in the matter of hiring, wage rates, training opportunities, promotion, transfer, payoff, discipline, classification, discharge, education leave, or other, by reason of age, sex, race, creed, color, ancestry, national or ethnic origin, political or religious affiliation, marital status, sexual orientation, physical or mental disability, nor by reason of membership or activity in the Faculty Association, unless specifically addressed by this agreement.

Further, the parties agree that there shall be no discrimination practiced with respect to the hiring or continued employment of any member by reason of family relationship. The parties agree that no person shall become involved, or remain, in a position which constitutes an apparent or real conflict of interest by reason of family or other relationship. In the event of such a conflict becoming apparent or real, the member shall take such action as may be necessary to prevent or correct the conflict of interest. In addition, the University may take such steps as may be necessary to ensure that a conflict of interest does not continue or recur. The member shall not suffer any loss of status, pay or benefits as a result of these steps.

Both parties agree that when a conflict of interest exists the party in conflict shall remove themselves from the discussion and decision.

5.3 **Duty to Accommodate**

The University and the Faculty Association recognize their joint duty under human rights legislation to provide accommodation in the workplace to members with disabilities. Such accommodation shall be provided up to the point of undue hardship for the University.

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

ARTICLE 6 PROMOTING POSITIVE HUMAN RELATIONS

6.1 University/Faculty Association Liaison Committee

The function of the University-Faculty Association Liaison Committee includes fostering better communication between the University and APT members, and promotion of harmonious relationships by discussing areas of mutual concern.

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.

6.2 Harassment and/or Discrimination

The University is committed to providing an environment which affirms and promotes First Nations cultures and values, and the dignity of human beings of diverse backgrounds and needs. The University is committed to maintaining a policy that will prohibit harassment and/or discrimination and ensure all members of the University's community have the right to participate equally in activities at the University without fear of harassment and/or discrimination. The Bargaining Unit shall have representation on the TAWAW Committee as provided for in the First Nations University Policy to Prevent Harassment and Discrimination.

Any discipline imposed on an APT member for harassment or discrimination shall be subject to the grievance process.

6.3 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.

6.4 **Open Communication**

The University and the Faculty Association recognize the value of open communication as it promotes positive human relations and a productive work environment. To that end, the University will endeavor to provide updates on decisions and University developments. In addition to the above all policies and procedures will be made available to APT members as they are approved.

ARTICLE 7 MECHANISM FOR DISPUTE RESOLUTION

- 7.1 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.

7.2 Informal Discussion

Before a grievance is filed by either party, every attempt will be made to settle the dispute by informal discussion.

7.2.1 An APT member and/or the Faculty Association may present a verbal complaint to the head of the Department, the Dean, Director, or equivalent or the Human Resources Department within thirty (30) calendar days of the incident.

7.2.2 Prior to a Stage I written grievance being filed, a meeting will be held to review the dispute and attempt to reach a resolution acceptable to both parties. The meeting will be attended by two representatives from the University and two representatives from the Faculty Association, one of whom may be from the bargaining unit. The First Nations University Elders shall designate one Elder to be a representative.

7.3 Stage One

If a dispute or difference cannot be settled informally either party may, within thirty (30) calendar days of the last meeting between the Faculty Association and the University, present a formal written grievance to the other party. In unusual circumstances these requirements may be waived by mutual agreement of both parties.

A grievance by the APT bargaining unit shall be forwarded to the Dean, Director, or equivalent. A grievance by the University shall be forwarded to the Chair 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 President on the other hand.

On behalf of the University, the Dean, Director, or equivalent shall, at Stage One, respond in writing to the grievance within twenty-one (21) calendar days of receipt of the written grievance, with a copy to the Director of Human Resources. In the meantime, the Faculty Association or Dean, Director, or equivalent may require a meeting between the Dean, Director, or equivalent and representatives of the Grievance Committee of the Faculty Association. Either party may require the aggrieved person(s) to be present at such a meeting.

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.

7.4 Stage Two

If the Dean, Director, or equivalent does not render a written response within the time limit, or if the response is unsatisfactory, the Faculty Association may, within twenty-one (21) days of the expiration of the time limit for response to Stage One, submit the grievance to the President. The President shall be responsible for seeing that a response in writing is submitted to the Faculty Association within twenty-one (21) calendar days of receipt of the grievance.

In the meantime, the Faculty Association or the President, on behalf of the University, may require a meeting between the Grievance Committee and the appropriate University officers.

7.5 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.

7.5.1 The Arbitration Board consists of three members who will be selected as follows: The University and the Association shall each appoint their own board member within seven working days of notice being given by either party for the establishment of the Board. The two members so

appointed shall endeavor to select, within seven 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, they shall notify the Chair of the Saskatchewan Indian Personnel Commission who shall select by lot a Chair from the list of names provided by the parties. Once appointed, the Chair shall invite a First Nations University Elder to act as his/her advisor. The Elder shall guide the process along traditional First Nations' methods of conflict resolution.

7.5.2 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 shall be final.

7.5.3 The Arbitration Board shall not have the power to alter any of the terms of this Agreement or to substitute any provisions, nor to give any decision inconsistent with the terms of this Agreement.

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

7.5.4 The fees and expenses of the Chairperson 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.

7.6 The time limits imposed by the foregoing provisions may be waived by agreement between the University and the Faculty Association.

7.7 **Appeals Committee**

7.7.1 The Appeals Committee will hear matters relating to career growth increments, promotion, classification and reclassification of positions.

7.7.2 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 Appeals Committee shall decide on its own

procedures. The procedures for appealing a job evaluation are outlined in Appendix D. 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 7.5.

- 7.7.3 An appellant or grievor shall have the option of having an Elder and/or advocate of their choice accompany them to any meeting or hearing that may arise out of a dispute.

ARTICLE 8 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 9 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.

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

9.2 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 9.7. When such probation has been successfully completed, the appointment will become permanent.
- b) **Term:** The appointment will terminate, subject to Article 9.3, 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) **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.

9.3 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, or dismissal, which affects the efficient operation of a Department or unit, and

until the position can be filled through the processes set out in 9.4, but in no case longer than 180 days;

- 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.

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.

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 Vice-President of Administration, on the recommendation of the appropriate Dean, Director, or equivalent, with a copy to the Association. Unposted part-time term appointments may be renewed but the total length of the appointment shall not exceed four months from the initial date of hire.

9.3.1 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.

9.3.2 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 24.6).

9.4 **Posting and Selection**

All positions except part-time 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.

- 9.4.1 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. An application received from an APT member after the posting period shall be considered as an outside application.
- 9.4.2 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).

- 9.4.3 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.
- 9.4.4 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.
- 9.4.5 Appointments to positions in the bargaining unit are made on the recommendation of the appropriate Dean, Director, or equivalent to the President or designate.

9.5 **Appointment Information**

Prior to an appointment to the position in the bargaining unit being made, the Chair of 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 and within three (3) working days of the faxed appointment notification to the Chair of the Faculty Association.

9.6 **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 Chair of 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. A copy of the APT Collective Agreement and the position description shall be enclosed for 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.

9.7 **Probation**

9.7.1 A term appointment does not have a probationary period. The appointment may be canceled 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.

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.

9.7.2 A permanent appointment is considered to be probationary for six (6) 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 six 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 17.4

- 9.7.3 After three (3) months of the probationary period, the APT member's performance and progress shall be evaluated by the appropriate Dean, Director, or equivalent and discussed with the APT member. The written evaluation shall become part of the member's official personnel file.
- 9.7.4 At least one month prior to the expiration of the probationary period, the APT member's performance will be reviewed by the appropriate Dean, 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 six 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.
- 9.7.5 At least one month prior to the expiration of an extended probationary period the APT member's performance will be reviewed by the appropriate Dean, 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.

- 9.7.6 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.
- 9.7.7 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 10 JOB EVALUATION

10.1 Pay Grade Structure

There shall be a Job Evaluation system with an explicit position classification plan and pay grade structure. The University shall negotiate and maintain a Position 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.

10.2 Initiating a Job Evaluation Review (See Appendix C)

An APT member, the appropriate Dean or Director, 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, 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. The Faculty Association shall be informed in writing by Human Resources when a classification review has been initiated.

10.3 Job Evaluation Committee

There shall be a joint Job Evaluation Committee of six members, three appointed by the University and three appointed by the Association. In addition, a representative from Human Resources shall provide any relevant information the committee may require. The roles and responsibilities of the committee shall be outlined in the job evaluation system as agreed to by the Association and the University.

10.4 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 System to APT positions.

10.5 **Review Process**

The Human Resources Department will facilitate the job evaluation review. When a request for evaluation review, as set out in 10.2, is received by the Human Resources Department the following will occur:

10.5.1 **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 Dean, 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.

10.5.2 **Vacant Positions**

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

10.5.3 **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.

- 10.6 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 Liaison Committee will be called to discuss the progress of the review.
- 10.7 The Director of Human Resources 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.
- 10.8 **Salary Adjustments**
- 10.8.1 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.
- 10.8.2 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.
- 10.8.3 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 11 ASSIGNMENT AND PERFORMANCE OF DUTIES

- 11.1 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 13.
- 11.2 Review of performance during the probationary period and annually, thereafter, will be based on assigned duties, as outlined in the job description.
- 11.3 The Dean, Director or equivalent is the supervisor of the APT member in the unit. The APT member reports directly to the Dean, Director or equivalent of the member's unit. The Dean, Director or equivalent may delegate functional supervision of an APT member to an out of scope employee such as a Campus Manager. 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 Dean, Director or equivalent; and providing feedback to the supervising Dean, 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 13 and/or Article 16.

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

- 11.4 **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 11.3, 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 32.3.2.

11.5.1 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 Dean, 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.

11.5.2 Variable Hours

At the request of the APT member, and with the agreement of the appropriate Dean, 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 for 11.5.1 and 11.5.2 will not be unreasonably requested or withheld.

11.6 **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 member and the Dean, 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.

11.7 **Workload**

When a member feels that the workload, balanced over a reasonable period of time is significantly greater than it should be, the member should first discuss the matter with the appropriate Dean, Director, or equivalent. If the matter is not resolved, the member may write to the Director of Human Resources or that person's designate. The Director of Human Resources will discuss the matter with the member, ensure that an investigation is made, and then provide a written report in not more than forty-five days to the member and the appropriate Dean, Director, or equivalent, indicating whether or not the workload is deemed appropriate. A copy of the written report will be sent to the Faculty Association. If the member is not satisfied with the outcome of the review, the member may grieve the decision.

11.8 **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.

11.9 **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 24.

11.10 **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.

11.11 **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 Dean, 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.

11.12 **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 Dean, 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 Dean, 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.

11.13 **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 17.2.

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 17.4.

ARTICLE 12 PERFORMANCE REVIEW

- 12.1 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 position 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.
- 12.2 Annually, the Dean, Director, or equivalent will initiate in December a review of the APT member.
- 12.3 The review shall be for the period ending December 31st, and any salary adjustments resulting from it will take effect April 1st immediately following.
- 12.4 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 Dean, Director, or equivalent by February 15th. The Dean, 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.
- 12.5 Prior to making the final assessment, the Dean, 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 Dean, Director or equivalent's assessment of the member's performance in relation to the position description and the previous related performance review. The Dean, 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 position description, these should be discussed, and appropriate action taken (see Article 10).

If the Dean, 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 Dean, Director or equivalent at a mutually agreeable time.

- 12.6 The Dean, 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.
- 12.7 The APT member may attach a personal statement to the Performance Review Form if he/she so wishes.
- 12.8 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 Dean, Director or equivalent.
- 12.9 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.
- 12.10 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 7.6.

ARTICLE 13 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 7 and, in the case of dismissal for cause, the procedures outlined in Article 16.

13.1 Discussions Preliminary to Discipline

Where the Dean, Director or equivalent decides to enter into any discussion with an APT member which may lead to a disciplinary measure, the Dean, Director or equivalent shall invite the APT member 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.

13.2 Warning/Reprimand

If an APT member is to be formally warned or reprimanded, the member will be notified in advance and has the right to be accompanied to the meeting by a member of the Association. A letter from the Dean, 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 4.7 an APT member may add a written comment to the file, if desired.

13.3 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 Vice-President of Administration for a period not to exceed thirty (30) days, on the recommendation of the appropriate Dean, Director, or equivalent. Notice of suspension, stating the reasons, will be conveyed to the APT member in writing, with a copy to the Chair of the Faculty Association and the Director of Human Resources. An APT member's benefit plans will continue in full effect during any suspension.

13.4 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 Dean, Director, or equivalent, and copied to Human Resources such material, including the written request may be removed before the three years expires.

ARTICLE 14 RESIGNATION

An APT member who resigns shall give one month's notice in writing to the appropriate Dean, 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 Dean, Director, or equivalent.

ARTICLE 15 RETIREMENT

- 15.1 An APT member shall retire in accordance with the terms of the University's Pension Plan.
- 15.2 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 Dean, Director, or equivalent, with a copy to the Director of Human Resources.
- 15.3 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.

15.4 **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 16 DISMISSAL FOR CAUSE

- 16.1 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.
- 16.2 If an APT member is to be dismissed for cause, notice in writing will be given by the appropriate Dean, 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.
- 16.3 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.
- 16.4 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.
- 16.5 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.
- 16.6 The APT member may be suspended with or without pay by the President, upon the recommendation of the appropriate Dean, 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 17 DISCONTINUANCE OF EMPLOYMENT

- 17.1 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.
- 17.2 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 17.1, 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 17.2.1. Should the University be able to reassign the member and the reassignment is accepted, the following conditions shall apply:
- 17.2.1 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.
- 17.2.2 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 17.4. 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.
- 17.2.3 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.

17.3 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 17.4.

17.4 **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 17.2 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 18 CLEARANCE UPON TERMINATION

Upon termination of employment the final salary cheque will be issued within six days of the last day on payroll, or as soon thereafter as all financial and material obligations of the APT member to the University are satisfied. Such obligations may include, but are not limited to, the return of all keys, identification cards, library cards, audio-visual and other equipment, and reimbursement for goods, services and outstanding travel advances.

ARTICLE 19 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 20 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 21 FIRST NATIONS HOLIDAYS

The University recognizes the following First Nations holidays:

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

Such holidays may be scheduled by the University to keep its calendar consistent with the University of Regina's calendar. The University will give a minimum of three months notice of such scheduling of holidays.

ARTICLE 22 ANNUAL VACATION

- 22.1 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
- 22.2 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.
- 22.3 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 Dean, 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.
- 22.3.1 Members may use vacation at times mutually agreed between the APT member and the Dean, Director, or equivalent. Approval of vacation times will not be unreasonably withheld.
- 22.3.2 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.
- 22.4 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.
- 22.5 The Human Resources Department shall maintain a current record of vacation credits for each APT member that shall be available for review by the APT member.
- 22.6 The Dean, Director, or equivalent is responsible for planning vacations in consultation with the APT members within the Department or unit.

22.7 Requests for vacation leave must be made to the Dean, Director or equivalent in writing 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 Dean, 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 23 EDUCATIONAL LEAVE AND PROFESSIONAL DEVELOPMENT

23.1 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.

23.2 **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.

23.3 **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 Dean, 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 Dean, 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 Dean, 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 Dean, 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 Dean, 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 Dean, 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 Dean, Director, or equivalent shall provide a written explanation to the APT member with a copy to the Human Resources Department.

23.4

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 Dean, 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 Dean, 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 15th. 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 7.7.

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 Dean, 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 23.3.2).

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.

23.5 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 Dean, Director, or equivalent should review the career development of the member, and develop a systematic approach to achieving the goals mutually agreed upon.

23.5.1 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.

23.5.2 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 Dean, 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.

23.5.2.1 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 Dean, 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 24 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.

24.1 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.

24.1.1 Payment of Contributions

The University contributes a matched amount of the member's contribution to the Pension Plan.

24.1.2 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.

24.1.2 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 2.

24.2 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.

24.2.1 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.

24.2.2 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 2.

24.3 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 5.2.

24.4 Employee Assistance Program

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

24.5 Employee Benefits During Leave of Absence Without Pay

24.5.1 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.

24.5.2 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.

24.6 **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 25 INSURANCE

25.1 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.

25.2 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.

25.3 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 26 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 Dean, 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 27 LEAVE TO SEEK NOMINATION AND ELECTION TO POLITICAL OFFICE, AND TO VOTE

- 27.1 Upon written request to the Dean, 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.
- 27.1.1 The member shall inform the Dean, 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.
- 27.1.2 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.
- 27.1.3 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.
- 27.1.4 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.
- 27.2 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.

ARTICLE 28 MATERNITY AND PARENTAL LEAVE

28.1 Maternity Leave

28.1.1 A pregnant APT member shall be entitled to seventeen (17) weeks Maternity Leave.

28.1.2 During the period of Maternity Leave as specified in Article 28.1.1, 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 15 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.

28.2 Notice Required For Maternity Leave

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

28.2.2 The notice period in Article 28.2.1 shall not apply if the APT member stops working because of complications caused by her pregnancy or because of a birth, stillbirth or miscarriage.

28.3 Duration of Maternity Leave

28.3.1 The Maternity Leave of an APT member who is entitled to take Parental Leave shall end seventeen (17) 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.

28.3.2 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 seventeen (17) weeks after the Maternity Leave began or the day that is six (6) weeks after the birth, still birth or miscarriage.

- 28.4 **Post-Natal Leave for Parent Not Taking Parental Leave**
- 28.4.1 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.
- 28.5 **Parental Leave on the Occasion of the Birth of a Child**
- 28.5.1 On the occasion of the birth of a child, 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 a Parental Leave of up to thirty-five (35) weeks.
- 28.5.2 During the period of Parental Leave as specified in Article 28.5.1, an APT member shall be entitled to pay from the University as follows:
- 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.
- 28.6 **Parental Leave on the Occasion of the Adoption of a Child**
- 28.6.1 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 a Parental Leave of up to thirty-seven (37) weeks.
- 28.6.2 During the period of Parental Leave as specified in Article 28.6.1, 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.

28.7 Notice Required for Parental Leave

28.7.1 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.

28.7.2 The notice period in Article 28.7.1 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.

28.8 Extended Parental Leave

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

28.9 General Considerations

28.9.1 During Leaves under Article 28, 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.

28.9.2 Nothing in Article 28 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 28 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.

28.9.3 Upon return to work, the University shall reinstate an APT member who has taken Leaves under Article 28 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.

28.9.4 The Parties agree that the provisions of Article 28 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 29 SICK LEAVE

- 29.1 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.
- 29.2 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.
- 29.3 When an APT member terminates employment, he/she shall not be entitled to any payout resulting from earned but unused sick leave.
- 29.4 The Human Resources office shall maintain a record of sick leave for each APT member, and shall be available for review by the APT member.
- 29.5 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.
- 29.6 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 Department Head, Director or equivalent before 9:00 a.m. of each day.
- 29.7 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.
- 29.8 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.
- 29.9 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.

- 29.10 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 30 COMPASSIONATE LEAVE

- 30.1 An APT member shall be granted leave of absence with pay for up to five working days by the appropriate Dean, 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 Dean, 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.
- 30.2 If additional days are required, the days may be without pay or charged against accumulated vacation credits, and shall require consent of the appropriate Dean, Director or equivalent.
- 30.3 The parties recognize that First Nations tradition and culture includes extended family relationships.
- 30.4 APT members may apply to the Dean, Director or equivalent, for compassionate care leave of up to six weeks without pay. The application shall be in writing and shall state why the member is requesting leave. If a family member faces a significant risk of death during the period for which leave is being requested, leave shall not be refused unreasonably. Leaves for longer periods may be granted by the Dean, Director or equivalent. The member may be eligible for Employment Insurance Compassionate Care Benefits from Human Resources and Skills Development. Members approved for this benefit may use accumulated sick leave during the waiting period.

ARTICLE 31 OTHER LEAVES

31.1 Leave for Traditional Ceremonies

Upon written notice to the appropriate Dean, 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. Such leaves will not be unreasonably denied. APT member(s) shall make every effort to give the longest possible notice of such leaves. Member(s) will cooperate in assisting the Dean, Director or equivalent and other members of the unit in making arrangements for the continuation of the member(s)' duties within the unit.

31.2 Discretionary Leaves

The Dean, Director, or equivalent may grant or extend any leave to an employee whether with pay, with partial pay, or without pay. Such leaves will not be unreasonably withheld.

31.3 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 Dean, Director, or equivalent. The APT member shall present to his/her supervisor a proposal outlining the reason for the request.

The Dean, 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 32 SALARY ADMINISTRATION

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

32.2 Increments

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

32.2.1 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.

32.2.2 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.

32.2.3 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 pregnancy and parental leave (see Article 27) and excludes absences for any other reason of greater than 14 consecutive calendar days.

32.2.4 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 a regular increment (if the APT member is eligible) is granted.

32.2.5 If the APT member is dissatisfied because a regular 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 7.6.

32.3 **Salary Adjustments**

32.3.1 **Reclassification**

The salary adjustments for reclassification are outlined in Article 10.8.

32.3.2 **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 33 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 Occupational Health and Safety Act and Regulations of the province of Saskatchewan. APT members shall have representation on the First Nations University Occupational Health and Safety Committee.

- 33.1 An Occupational Health and Safety Committee will be established to address health and safety concerns for members, and for the general education of members. The APT bargaining unit will have two representatives on the Committee (one of which may be from either the Saskatoon campus or the Prince Albert campus).
- 33.2 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 Chair of the committee, with a copy to the Director of Human Resources and the Faculty Association.
- 33.3 The members of the joint committee will receive training from the Department of Labour into the roles and responsibilities of such committee, at the University's expense. Such training will be considered leave with pay.
- 33.4 The committee will investigate the complaint within seven working days of the Chair receiving the complaint, and forward their report and recommendation for resolution of the complaint to the Director of Human Resources. A copy will be sent to the complainant and the Faculty Association.
- 33.5 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 for the exclusive use of the bargaining unit, with copies forwarded to the Director of Human

Resources, the Faculty Association, and the Saskatchewan Department of Labour.

- 33.6 The committee shall make quarterly 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.
- 33.7 **Right to Refuse**
- 33.7.1 APT members have the right to refuse work which the employee feels is unsafe or will create a health hazard, provided that prior to such refusal, the member has informed his/her supervisor, and the Chair of the Committee of the member's opinion.
- 33.7.2 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.
- 33.7.3 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. If the University takes action against the member, such as discipline, demotion, transfer, etc., such action will be considered discriminatory unless the University shows good and sufficient other reason for taking such action.
- 33.8 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.
- 33.9 All University leased vehicles shall be equipped with first aid winter survival kits that meet the Saskatchewan Safety Council standards, and such other equipment such as a shovel and a sleeping bag for winter roadside emergencies.
- 33.10 A pregnant APT member may request that she be relieved of duties that require the use of a video display terminal for more than fifty percent of a work day. On request, the University will transfer a pregnant APT member off a video display terminal to a position that is vacant or unencumbered, and for which the member

is qualified. Where this is not possible the member may be granted definite leave with pay.

- 33.11 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.

ARTICLE 34 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 35 NO STRIKES OR LOCKOUTS

35.1 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.

35.2 Notwithstanding 35.1, 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 Dean, 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.

35.3 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 36 DURATION AND CONTINUATION OF THE AGREEMENT

- 36.1 The collective agreement shall be binding and remain in effect from April 1, 2006 until March 31, 2010.
- 36.2 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, 2010.
- 36.3 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.
- 36.4 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.
- 36.5 All changes related to monetary compensation shall be made retroactive to April 1, 2006. APT members whose employment ended on or after January 1, 2007 shall be eligible for retroactive pay.

APPENDIX A

1. Salary Scales

April 1, 2006

Pay Grade	Minimum	Increments		Maximum
1	31,315	11 x	1,096	43,371
2	33,664	11 x	1,179	46,633
3	36,188	11 x	1,267	50,125
4	38,903	11 x	1,360	53,863
5	41,820	11 x	1,464	57,924
6	44,958	11 x	1,575	62,283
7	48,330	11 x	1,691	66,931
8	51,953	11 x	1,820	71,973
9	55,850	11 x	1,954	77,344
10	60,039	11 x	2,103	83,172

Programmer Analyst				
I	38,903	8 x	1,872	53,879
II	46,641	8 x	2,245	64,601
III	55,850	8 x	2,689	77,362

April 1, 2007

Pay Grade	Minimum	Increments		Maximum
1	32,568	11 x	1,140	45,108
2	35,011	11 x	1,226	48,497
3	37,636	11 x	1,318	52,134
4	40,459	11 x	1,414	56,013
5	43,493	11 x	1,523	60,246
6	46,756	11 x	1,638	64,774
7	50,263	11 x	1,759	69,612
8	54,031	11 x	1,893	74,854
9	58,084	11 x	2,032	80,436
10	62,441	11 x	2,187	86,498

Programmer Analyst

I	40,459	8 x	1,947	56,035
II	48,507	8 x	2,335	67,187
III	58,084	8 x	2,797	80,460

April 1, 2008

Pay Grade	Minimum	Increments		Maximum
1	33,871	11 x	1,186	46,917
2	36,411	11 x	1,275	50,436
3	39,141	11 x	1,371	54,222
4	42,077	11 x	1,471	58,258
5	45,233	11 x	1,584	62,657
6	48,626	11 x	1,704	67,370
7	52,274	11 x	1,829	72,393
8	56,192	11 x	1,969	77,851
9	60,407	11 x	2,113	83,650
10	64,939	11 x	2,274	89,953

Programmer Analyst				
I	42,077	8 x	2,025	58,277
II	50,447	8 x	2,428	69,871
III	60,407	8 x	2,909	83,679

April 1, 2009

Pay Grade	Minimum	Increments		Maximum
1	35,226	11 x	1,233	48,789
2	37,867	11 x	1,326	52,453
3	40,707	11 x	1,426	56,393
4	43,760	11 x	1,530	60,590
5	47,042	11 x	1,647	65,159
6	50,571	11 x	1,772	70,063
7	54,365	11 x	1,902	75,287
8	58,440	11 x	2,048	80,968
9	62,823	11 x	2,198	87,001
10	67,537	11 x	2,365	93,552

Programmer Analyst

I	43,760	8 x	2,106	60,608
II	52,465	8 x	2,525	72,665
III	62,823	8 x	3,025	87,023

2. **Adjustments to Salary Scales**

April 1, 2006 Increase scales by 4%

April 1, 2007 Increase scales by 4%

April 1, 2008 Increase scales by 4%

April 1 , 2009 Increase scales by 4%

3. **Adjustments to Individual Salaries**

April 1, 2006 Salaries will be increased by 4%. Range minimums and maximums apply.

April 1, 2007 Salaries will be increased by 4%. Range minimums and maximums apply.

April 1, 2008 Salaries will be increased by 4%. Range minimums and maximums apply.

April 1, 2009 Salaries will be increased by 4%. Range minimums and maximums apply.

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 9.4). The University shall ensure that all advertisements reflect the University's commitment to Affirmation Action and employment equity.
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 9.4.4).
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 9.4.1).
6. The selection committee should include the Dean, 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 9.4.2).
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 9, shall be used to decide the successful candidate (see Article 9.4.3 and 9.4.4).

8. If there are no qualified APT applicants, the First Nations University may fill the position from outside the bargaining unit (see Article 9.4.4).
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 9.5).
10. An appointment letter will be sent to the successful candidate, prior to starting the new position, and copied to URFA (see Article 9.6).

APPENDIX C

JOB EVALUATION GUIDELINES

Reclassification Requests:

Of the six Job Evaluation Committee members, two URFA members and at least one but not more than two University members are involved in the process outlined below.

Completion of Reclassification Request Form 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 Reclassification Request Form, existing Job Analysis Questionnaire and current position description by the Supervisor.

Submit Reclassification Request Form 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 Appeal Committee will be formed as outlined in Article 7.6. The Association and the University shall each name a representative to the Committee who is trained in the job evaluation system. 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 President of the University as outlined in Article 7.6.2. Copies of the decision will also be forwarded to the appellant, the Director of Human Resources and the Faculty Association. The Appeals Committee may find that the position is properly classified, may direct that it be reviewed again by the Job Evaluation Committee, or may assign a different classification.

President's Decision

The President shall inform the appellant, Director of Human Resources, and the Faculty Association of his decision to accept or reject the decision of the Appeals Committee. The President's decision may be arbitrated under Article 7.5.

APPENDIX E

MEMORANDUM OF AGREEMENT RESPECTING THE DEVELOPMENT OF A POLICY ON LEAVE FOR TRADITIONAL CEREMONIES

A Committee consisting of one member of each of the First Nations University bargaining units, one out of scope member and two Elders will be formed to develop a policy with respect to the granting of Leave for Traditional Ceremonies. The member of the Committee representing APT will be appointed by the Faculty Association. The recommendation of the Committee shall be presented to the parties within 18 months of the signing of this agreement.

APPENDIX F

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

Pension and Benefits

The First Nations University of Canada and the University of Regina Faculty Association – APT agree to establish a joint committee to review the current pension and benefit plans to address:

- Shortening the waiting period for eligibility to be enrolled in the Pension and Group Insurance Plan from one year to four months (current Article 24.1 & 24.2)
- Increasing LTD benefits to ninety (90%) of salary and benefits
- Removing the vesting period from the Pension Plan
- Health and dental coverage that will ensure no member shall be recompensed to a lower amount than those members who can apply for benefits directly through the University Benefit provider.

The committee shall be established immediately following the signing of this memorandum of agreement and shall address these issues as soon as possible and by no later than February 27, 2009. The committee’s consideration of these issues will be provided to the Parties so that negotiations on these issues can be concluded with the view to implementing agreed to changes on July 1, 2009. The committee shall have two members appointed by the Faculty Association and two members appointed by the University. In addition, one member from each negotiating team will be appointed to the committee. This committee will include, in its consultations and consideration the members of the First Nations University Pension & Benefits Committee.

This memorandum of agreement is made without prejudice.

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

- 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

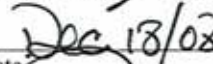
“F. Blenkin”
Employer Representative

“G. Maslany”
Union Representative

The First Nations University of Canada, represented by:

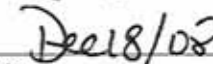

Witness as to the signatures on
behalf of the University


Chairman of the Board



Date


Witness as to the signatures on
behalf of the University


President

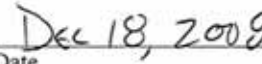

Date

University of Regina Faculty Association, represented by:


Witness as to the signatures on
behalf of the University of Regina
Faculty Association


Chair


Chief Negotiator


Date

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