

University  
of Regina

# **COLLECTIVE AGREEMENT**

## **2014-2017**



**URFA**

*UNIVERSITY OF REGINA FACULTY ASSOCIATION*  
*representing the*  
ADMINISTRATIVE, PROFESSIONAL AND TECHNICAL  
EMPLOYEES BARGAINING UNIT



**University of Regina**

**2014 – 2017**

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*Representing the*  
**Administrative, Professional and Technical**  
**Employees Bargaining Unit**



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## **DEFINITIONS**

1. Throughout this agreement the phrase “Out-of-Scope Head or Out-of-Scope Designate” is deemed to mean either:
  - (a) the out-of-scope head of the functional unit to which the APT member belongs;

OR

  - (b) such out-of-scope person within the unit whom the head may delegate this responsibility.
2. The University and Faculty Association recognize that the term “Director” does not denote exclusion from the bargaining unit.
3. Throughout this agreement, whenever the masculine, feminine, singular, or plural case is used, it shall be considered as if the feminine, masculine, plural or singular case had been used, if the context so permits.
4. Fiscal Year shall mean May 1st to April 30th.

## **ARTICLE 1 - MANAGEMENT**

Except as hereinafter specifically provided, the operation and administration of the University including the right to hire, terminate, transfer, and direct employees is vested solely and exclusively in the University. The University agrees that in exercising its management rights and in the administration of this agreement, it shall do so in a fair and reasonable manner.

## **ARTICLE 2 - RECOGNITION**

The University recognizes the University of Regina Faculty Association as the exclusive bargaining agent of the members of the bargaining unit composed of administrative, professional and technical employees, (whether probationary, permanent, or term employees) as defined by the Order of the Saskatchewan Labour Relations Board dated at Regina, Saskatchewan, on the 10th day of October, A.D. 1986 or as may be amended from time to time by the said Board or by mutual agreement of the parties to this agreement. Administrative, professional and technical employees are referred to as "APT members" throughout this collective agreement.

### **ARTICLE 3 - CORRESPONDENCE**

All correspondence between the Association and the University shall be copied to Human Resources and the Faculty Association. In the case of electronic communications, all correspondence shall be copied (cc) to [hr@uregina.ca](mailto:hr@uregina.ca) and [urfa@uregina.ca](mailto:urfa@uregina.ca).

## **ARTICLE 4 - MEMBERSHIP AND DUES**

### **4.1 Union Security**

4.1.1 Every employee who is now or later becomes a member of the union shall maintain membership in the union as a condition of the employee's employment.

4.1.2 Every new employee shall, within 30 days after the commencement of the employee's employment, apply for and maintain membership in the union, and maintain membership in the union as a condition of the employee's employment.

4.1.3 Notwithstanding paragraphs 4.1.1 and 4.1.2, any employee in the bargaining unit who is not required to maintain membership or apply for and maintain membership in the union shall, as a condition of the employee's employment, tender to the union the periodic dues uniformly required to be paid by the members of the union.

4.2 As a condition of employment, each member of the bargaining unit shall remit to the Association, at the time they are due, such fees and dues as the Association may require.

4.3 The University will inform each new employee eligible for membership of the Association and its function. The University will at the same time provide the employee with an "Application for Membership" form, as furnished by the Association.

4.4 The University will promptly inform the Chair of the 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.

4.5 The University will deduct from the salary of each member of the bargaining unit fees and assessments as directed by the Association, provided each APT member who wishes this method of payment has submitted to Human Resources a written authorization for such deduction.

4.6 The University shall forward promptly to the Treasurer of the Association a payment representing the amounts deducted as outlined in Article 4.5, together with a listing of the names of those from whom such deductions have been made, the pay grade of each APT member, and the amount of each deduction.

4.7 In July of each year, Human Resources will provide to the Association a list of all APT members, indicating: name, department, gender, status (term/permanent, start/end dates), title, position number, pay grade, salary, increment granted, leave (type, start and end dates), date appointed to the University, date appointed to first APT position, date appointed to current position, and date of retirement. Every month thereafter, Human Resources will inform the Association in writing of changes to the list.

## **ARTICLE 5 - ASSOCIATION ACTIVITIES AND USE OF UNIVERSITY PREMISES**

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

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

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

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

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

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

Meetings called by the University will be at University expense.

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

- 5.3 The Faculty Association shall have the right at any time to call upon the assistance of representatives of the Canadian Association of University Teachers. Such representatives shall have access to the University of Regina premises to consult with members, the Faculty Association officials or the University.

## **ARTICLE 6 – FACULTY ASSOCIATION – UNIVERSITY RELATIONS COMMITTEE**

6.1 There shall be a Faculty Association-University Relations Committee as follows:

### **6.1.1 Purpose**

The Committee shall promote harmonious relations by acting as a liaison between the Faculty Association, the APT members and the University. The Committee shall consider and attempt to resolve problems or potential problems arising from the interpretation and administration of, or conflicts between University policies and practices and the collective agreement. When the University intends to implement material changes to, or material new policies that may alter the rights, duties, and responsibilities of APT staff members, except in unusual circumstances, such changes or new policy will be raised for discussion at a Committee meeting before the changes or policies are finalized and implemented. The Committee shall have no power to bind either party in the application of this agreement, nor to change this agreement in any way.

### **6.1.2 Membership**

The Committee shall be composed of four representatives determined by the Faculty Association and four representatives of the University. Quorum shall be four members, provided that at least two representatives of each party are present.

### **6.1.3 Meetings**

The Committee shall be chaired jointly by a representative of the Association and a representative of the University, who shall together be responsible for preparing and distributing agendas and minutes for meetings and shall alternate in presiding over meetings.

The Committee shall meet at the call of either of the chairpersons and on minimum five (5) days' notice.



## **ARTICLE 7 - ENTRY AND RE-ENTRY OF MEMBERS FROM EXCLUDED POSITIONS**

- 7.1 An APT 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. At the termination of the appointment to an excluded position, the member will automatically revert to the former position, become eligible for Association membership, will commence paying dues and will have all rights and privileges (which are possible at the time) as if having been an APT member continuously throughout the period of appointment to the excluded position.
- 7.2 An APT member who is appointed to a position in the Association who has 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 APT member will have all rights and privileges (which are possible at the time) as if having been an APT member throughout the University employment.

## **ARTICLE 8 - APPOINTMENTS AND PROBATION**

- 8.1 When a position in the bargaining unit is to be filled, Human Resources, in close co-operation with the Head of the Department, will arrange for classification, posting, advertising, screening, interviews, and correspondence as hereinafter stipulated and any documentation which may be required. In addition the Association will be given reasonable opportunity to make representation to Human Resources and/or Head of the Department to address any concerns they may have.
- 8.2 All appointments in excess of four months will be stipulated and posted as (a) or (b):
- (a) Permanent: The appointment will carry an initial probationary period as per Article 8.8 and when such probation has been completed successfully the appointment will become permanent (subject to Article 8.8).
  - (b) Term: The appointment will terminate (subject to Article 8.7) and no further commitment, expressed or implied, exists on the part of the University or the appointee.

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

### **8.3 Part-Time Positions**

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

### **8.4 Advertising and Recruitment**

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

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

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

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

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

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

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

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

After the end of the posting period, the posting will be considered closed to all applicants. If there are no qualified internal or external applicants, the University may repost the position at a later date following the process specified in Article 8.4.

## 8.5 **Appointment Information**

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

## 8.6 **Letters of Appointment**

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

## 8.7 **Term Appointments**

### 8.7.1 **Non-Posted Term Appointments**

Non-posted term positions are not renewable except in unusual circumstances and with the agreement of the Faculty Association. Term employees appointed to non-posted terms may be given preference over external applicants but not internal candidates, as per Article 8.4, for posted positions.

### 8.7.2 **Leave from a Permanent Position to Take a Term Position**

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

### 8.7.3 **Extension of Term Appointments**

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

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

### 8.7.4 **Unsatisfactory Performance During a Term Appointment**

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

### 8.7.5 **Performance During a Term Appointment**

Periodically during the first year of the term appointment (at least every three months) the performance and progress will be evaluated and discussed with the APT member. If the APT member requests it, the evaluation will be confirmed in writing to the member.

### 8.7.6 **Early Termination of a Term Appointment**

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

## 8.8 **Probation**

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

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

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

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

When an APT member exercises the right of reversion, the current incumbent will have their appointment terminated and will be given one month's notice or pay in lieu of notice.

However, in the event that the member fails to meet acceptable standards pertaining to the new position within the probationary period, the member will return to the previous position. The incumbent in the position will be given seven days' notice or pay in lieu if the incumbent has been in the position for less than fifteen weeks. If the incumbent has been in the position for fifteen weeks or longer, one month's notice will be given or pay in lieu of notice.

#### **8.8.1 Evaluation of Performance During the Probationary Period**

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

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

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

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

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

- (a) the appointment will be made permanent;
- OR
- (b) the appointment will be terminated.

Prior to the expiration of the probationary period Human Resources will notify the APT member in writing of the decision of the Out-of-Scope Head or Out-of-Scope Designate, with a copy to the Chair of the Association.

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

## **ARTICLE 9 - CLASSIFICATION**

### **9.1 Pay Grade Structure**

There shall be a classification plan with an explicit pay grade structure. All positions will be assigned to a pay grade by the determined total point score.

### **9.2 Joint Maintenance Committee**

A Joint Maintenance Committee (JMC) will be established to review and maintain the integrity of the classification plan. This will be done through the development of forms, training, amending documents as required and identifying problems and/or issues, and providing recommendations to the parties. Any decisions affecting a change to the classification plan are by mutual agreement of the parties.

The Committee will be composed of six members: three bargaining unit members and three University representatives. Two will be from the Joint Evaluation Committee, two from the Joint Appeal Committee and two additional representatives who will act as co-chairs.

### **9.3 Initiating a Review**

An APT member, the appropriate Out-of-Scope Head or Out-of-Scope Designate, Human Resources or the Joint Evaluation Committee (JEC) may initiate a review of the classification of a position at any time.

A review is initiated by a written request being received by Human Resources. Normally, a Job Evaluation Questionnaire (JEQ) will be completed and submitted within sixty (60) days of the review being initiated. 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.

The JEC will convene to consider all requests for classification reviews of positions currently occupied by members, vacant positions and all new positions. Human Resources will classify all unposted term positions. The Association will be informed in writing when a classification review has been initiated.

### **9.4 Joint Evaluation Committee**

The JEC will review the completed JEQ and assign factor ratings for any review initiated under Article 9.3.

The JEC will consist of two members of the bargaining unit and one University representative. A minimum of two members (one from the bargaining unit and one from the University) will be required for a review. Committee members shall serve a two year term which may be renewed. The parties will ensure the Committee membership is staggered in order to maintain continuity and expertise.



9.5 **Review Process**

The incumbent (if there is one) and Out-of-Scope Head or Out-of-Scope Designate will ensure the completion and accuracy of the JEQ. Human Resources will provide the completed JEQ to the JEC. The JEC will evaluate positions based on the JEQ, and may gather additional information such as organizational charts, previous job descriptions/questionnaires, and may interview the incumbent and Out-of-Scope Head or Out-of-Scope Designate as necessary. The JEC will determine the factor ratings based on application of the job classification plan. The factor ratings, rating rationale, and pay grade will be reported to the incumbent, the appropriate Out-of-Scope Head or Out-of-Scope Designate and the Faculty Association by Human Resources

9.6 **Appeals Procedures**

If the incumbent is dissatisfied with the factor ratings assigned to the position, that employee may appeal any or all of the factor rating decisions made by the JEC within 30 days of receiving the official notice. If there is no incumbent, the Out of Scope Head or Out of Scope Designate may appeal within 30 days of receiving the official notice of the assigned factor ratings. An appeal is made in writing, addressed to Human Resources and copied to the Faculty Association.

A Joint Appeal Committee (JAC) consisting of six persons: three named by the University and three named by the Faculty Association will meet to make a decision on the factors ratings being appealed. Quorum for the JAC is two representatives from each party. The representatives will not have been involved in the assigning of the current classification of the position being appealed. Committee members shall serve a two year term which may be renewed. The parties will ensure the Committee membership is staggered in order to maintain continuity and expertise.

The appellant shall make a written submission supporting the appeal of the job factors based on the JEQ submitted to the JEC and factor rating rationale for the position. The JAC may find a factor is properly rated or may assign a different rating. This may change the total points and pay grade assigned to the position. The Appeal Committee's decision is final.

9.7 **Classification Plan: Maintenance and Processes**

The Committees identified in this article shall follow the process and procedures outlined in the Classification Plan: Maintenance and Processes document. Any changes to the Classification Plan: Maintenance and Processes document must be agreed upon by the parties.

9.8 **Timeliness**

It is important that classification reviews be completed as quickly as reasonably possible and it is essential that all parties involved in the process co-operate to ensure that this is done. In no case shall the process take longer than six months. Three months from the

date application for reclassification was made, progress to date will be reported to the Faculty Association, with a copy to Human Resources. If the Association requests it, a meeting of the Faculty Association - University Liaison Committee will be called to discuss the progress of the review.

#### 9.9 **Assignment of New Pay Grade**

When a position has no incumbent and the pay grade is changed as a result of a classification review, the new level will be effective from the first of the month following the date the original request for review was received by Human Resources or, in the case of review originated by Human Resources, from the first of the month following the date that review commenced.

When a position has an incumbent and the pay grade is changed to a higher level as a result of a classification review, the new level will be effective from the first of the month following the date the original request for a review was received by Human Resources, or in the case of a review initiated by the JEC, from the first of the month following the date the review commenced. The new salary shall be within the range of the new pay grade. The new salary will be two full increments from the new range higher than the former salary or the minimum of the range, whichever is greater, subject to the new range maximum.

When a position has an incumbent and the pay grade is changed to a lower level as a result of a classification review, 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. At the end of the one year, if the incumbent's salary is above the maximum of the new pay grade, no further increments will be awarded; however, general salary increases will apply. 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 Human Resources in obtaining a transfer, and the Association shall co-operate in such efforts.

## **ARTICLE 10 - ASSIGNMENT AND PERFORMANCE OF DUTIES**

### **10.1 Assignment of Duties**

The duties of an APT member shall be consistent with but not limited to those outlined in the Job Evaluation Questionnaire (JEQ). The APT member is responsible to the immediate supervisor for the satisfactory performance of the duties, but disciplinary action is subject to Article 13.

If there is a change in the array of duties, the Out-of-Scope Head or Out-of-Scope Designate shall consult with the APT member before initiating these changes. The consultation shall include a discussion of duties, workload and the average work week. Additionally and notwithstanding Article 10.5, discussions about workload can happen periodically throughout the year. If required a new JEQ will be completed and submitted reflecting the change in duties.

10.2 Review of performance during the probationary period and annually thereafter shall be based on assigned duties.

### **10.3 Work Scheduling**

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

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

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

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

lieu carried forward from one year to the next must be used in the year into which it is carried forward.

APT members who are required to return to the workplace by virtue of their assigned duties for unplanned or emergent operational requirements, shall receive time in lieu. The minimum time in lieu will be 3 hours for a call in.

#### 10.4 **Scheduled Days Off**

APT members shall be provided with nine scheduled days off per year on the basis of 0.75 days for each month of service, with eligibility requirements as outlined in 10.4.1. Scheduled days off entitlement shall be advanced to APT members at the beginning of each July or pro-rated based on the date of appointment. Scheduled days off shall be pro-rated for APT members who work less than full time hours.

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

##### 10.4.1 **Eligibility for Scheduled Days Off**

APT members will continue to earn scheduled days off during the following:

- Secondment to another employer
- Secondment to another position within the University
- Suspensions of less than thirty days
- Annual Vacation
- Court Leave
- Sick Leave
- Personal Leave except for compassionate care leaves without pay

Scheduled days off will not be earned during the following:

- Leave from regular position to take an out-of-scope position
- Retirement bonus taken as leave prior to retirement
- Education Leave
- Professional Development Leave
- Leave to seek nomination and election and to hold political office
- Leave upon the birth or adoption of a child
- Compassionate care leave without pay
- Leave of absence without pay
- Deferred salary leave plan

10.5 **Workload**

When a member believes that the workload, balanced over a reasonable period of time, is significantly greater than it should be, the member should provide evidence and discuss the matter with the Out-of-Scope Head or Out-of-Scope Designate. The Out-of-Scope Head or Out-of-Scope Designate shall provide a written proposal to the member for addressing the workload issue within thirty days.

10.6 **Temporary Assignment of Duties**

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

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

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

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

The temporary assignment of duties may be extended beyond the six months with mutual agreement of the member. The Out-of-Scope Head or Out-of-Scope Designate shall also review the workload of the position and restructure the area should the workload be excessive. The Faculty Association shall be informed of such reviews. Except in unusual circumstances as agreed to by the parties, the temporary assignment of duties shall not exceed a period of one year.

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 twenty- eight days' duration, the APT member may request that the cumulative effect of the substitution be considered under 10.6 or in some other equitable fashion.

## 10.7 **Transfer and Reassignment**

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

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

- (a) An APT member, who is reassigned or transferred to a higher pay grade, the member's new salary shall be within the range of the new pay grade. The new salary will be two full increments from the new range higher than the former salary or the minimum of the new range, whichever is greater.
- (b) An APT member reassigned or transferred to a lower pay grade position will maintain their current pay grade for a one year period. At the end of the one year period if the APT member's salary is above the range maximum of the new position no further increments will be awarded; however general salary increases will apply. If the APT member's salary is within the range of the new pay grade, the new pay grade will apply.
- (c) An APT member who accepts a transfer or reassignment on a permanent basis shall not retain any rights to their former position.

## 10.8 **Job Sharing and Other Arrangements**

After preliminary discussion with the appropriate Out-of-Scope Head or Out-of-Scope Designate the APT member may make written application to Human Resources concerning other arrangements such as job sharing. Discussions shall take place involving the APT member, the appropriate Out-of-Scope Head or Out-of-Scope Designate, and the Faculty Association. If an arrangement is agreed to by the parties, it shall be documented and signed by the APT member, the appropriate Out-of-Scope Head or Out-of-Scope Designate, the Association, and the Human Resources representative.

## 10.9 **Work of Another Bargaining Unit**

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

10.10 **Secondment to Another Employer**

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. Such a contractual arrangement does not alter the normal employee-employer relationship between the APT member and the University.

10.11 **Secondment to Another Position**

With the written agreement of the APT member, the University may arrange to second the services of an APT member to another department within the University. The full details of the arrangement including but not limited to salary, term, and duties shall be made known before the APT member decides whether to agree. Such an arrangement shall include specified right to return to the original department. A copy of the written agreement shall be supplied to the Faculty Association.

10.12 **Outside Activities**

The University recognizes that the APT member's own time shall be used as the APT member wishes; however, the APT member shall not engage in outside activities which can reasonably be expected to compromise the member's ability to perform their University duties satisfactorily or which create any possible conflict of interest with respect to University activities unless approval to do so is granted by the appropriate Out-of-Scope Head or Out-of-Scope Designate.

Arrangements and remuneration for other activities performed for the University are subject to mutually satisfactory arrangements between the APT member and the University and to any regulations or other contractual relationships which may be in force.

In activities in the community at large, APT members may not purport to represent the University except when specifically authorized to do so.

## ARTICLE 11 - PERFORMANCE APPRAISAL

- 11.1 The purpose of the annual performance appraisal is to provide the APT member with an honest and fair assessment of performance in relation to the Job Evaluation Questionnaire (JEQ) and the agreed upon goals established for the period under review. It is hoped that such feedback will provide the member with information on which to base further training and/or education, and the opportunity to assess career paths and goals. 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.
- 11.2 Annually, prior to May 1st, the APT member shall be provided with an appropriate form on which to record the member's activities and achievements over the twelve-month period ending April 30th. The form shall be completed and returned to the appropriate Out-of-Scope Head or Out-of-Scope Designate by May 15th.
- 11.3 The Out-of-Scope Head or Out-of-Scope Designate shall then arrange to meet with the member to discuss the information on the form and the assessment of the member's performance, in relation to the JEQ and the agreed upon goals established for the period under review. If there are significant changes in the duties and responsibilities from those listed in the JEQ or established goals, these should be discussed, and appropriate action taken. If the Out-of-Scope Head or Out-of-Scope Designate deems that some aspects of the performance have been less than satisfactory, that information will be conveyed to the member, and another meeting at least one week hence shall be held for the purpose of further discussion of the matter.
- 11.4 The appropriate Out-of-Scope Head or Out-of-Scope Designate is responsible for the final assessment of performance, which will be recorded on the form. The completed appraisal form will be shown to the APT member and the substance of it discussed. The APT member will sign one of two statements:
- a) I have read the assessment and agree with it.
  - b) I have read the assessment and disagree with it.
- 11.5 The APT member may attach a personal statement to the completed assessment form and the APT member will receive a copy of the form.
- 11.6 If a dispute arises in the performance review process concerning any comments on the annual review form or on any material attached thereto, the member or the Out-of-Scope Head or Out-of-Scope Designate may refer the matter to a third party. The third party shall be chosen by mutual agreement of Human Resources and the Faculty Association. The third party shall meet with the member and the Out-of-Scope Head or Out-of-Scope



Designate and decide whether or not to excise the comments in dispute. The member will have the right to be accompanied to the meeting by a representative of the Association. This decision will be reported, in writing, to the Out-of-Scope Head or Out-of-Scope Designate and the member.

- 11.7 The completed form shall be submitted to Human Resources, and will become part of the member's official file.
- 11.8 If the performance for the year prior to April 30th is deemed by the Out-of-Scope Head or Out-of-Scope Designate to be satisfactory, the member will be eligible to receive an increment in accordance with Appendix A.
- 11.9 If a member's performance is deemed to be less than satisfactory and the Out-of-Scope Head or Out-of-Scope Designate indicates that an increment shall not be awarded, whether or not the member is eligible, the member may direct an appeal to the Faculty Association.
- 11.10 If the Faculty Association concurs with the appeal, notice of the appeal will be sent to the University by the Faculty Association within forty-five days of the member receiving the salary advice letter. The notice will indicate the grounds for the appeal. An Appeal Committee will be established as soon as possible, with the University and the Faculty Association each naming a member and the two parties agreeing on the chair. If there is no agreement on the chair, the appropriate Vice-President will be asked to name the chair. The Appeal Committee will hear the appeal, with presentations from both the appellant and the appropriate respondent from the University. The Appeal Committee shall use the procedures jointly agreed upon by the University and the Faculty Association. The Committee shall make a recommendation on matters brought to its attention in a timely manner consistent with the principles of natural justice and fairness. Following the conclusion of the deliberations of the Appeal Committee, the Chair of the Committee shall report in writing, to the Vice-President with a copy to the Faculty Association and Human Resources, its recommendations together with a brief statement of the reasons for the recommendations.

Upon receipt of this report, the Vice-President will accept or reject the recommendation for each action concerning the appellant and will communicate in writing to the appellant the decision, any action taken as a result of the recommendation of the Appeal Committee, and the reasons for the decision and action. Such communication shall be within thirty calendar days of the receipt of the report from the Appeal Committee. The Vice-President shall provide the Faculty Association and Human Resources with a copy of the communication to the appellant.

Following consultation with the appellant, and within thirty calendar days of the receipt of the decision, the Faculty Association may submit any decision of, or action taken by, the Vice-President, following the appeal procedure, to the arbitration process outlined in Article 31.9, according to the terms stipulated in that article.

## ARTICLE 12 - INFORMATION TO MEMBERS

### 12.1 **Official File**

There shall be only one official file for each APT member and it shall be located in Human Resources. Only information related to the employment of a member and necessary for the administration of this agreement shall be placed in the file in Human Resources. The file shall not contain any anonymous information or information of which the member is unaware. Copies of the information contained in the file in Human Resources may also be kept in the department or faculty office. Only information contained in the official file can be used for the administration of this collective agreement.

The University is responsible for assuring that the file in Human Resources has all of the relevant information. The member may add a signed and dated response to any document contained in the file and may add any other relevant information to the file.

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

Members, upon written request to Human Resources and at their own expense, may obtain copies of documents contained in the file.

Any information in the official file that bears on a grievance in which the member is directly involved shall be made available to the Chair of the Association or designate.

Contents of the member's file may not be removed except as provided for elsewhere in this collective agreement.

- 12.2 All APT members will be provided with copies of their current Job Evaluation Questionnaire (JEQ) by Human Resources upon written request. If there is no official JEQ on file, the Out-of-Scope Head or Out-of-Scope Designate will work in conjunction with the APT member to have one completed. The JEQ will stand in place of position description or job description in any other clauses of this collective bargaining agreement.

## **ARTICLE 13 - DISCIPLINE**

### **13.1 General**

An APT member may be disciplined for just cause. Such disciplinary action shall be based on the principle of progressive discipline, and will be exercised in a manner that provides fair and equitable treatment.

### **13.2 Reprimand**

A formal reprimand must be made in writing by the Out-of-Scope Head or Out-of-Scope Designate. If an APT member is to be formally reprimanded a meeting shall be held with the APT member to discuss the concerns. Where reasonably possible, the APT member will receive notice of the meeting at least one day in advance. The member shall have the right to be accompanied by a Faculty Association representative and advance notice shall be sufficient to schedule the attendance of such a representative. No undue delay shall result from unavailability of such representation. A letter from the Out-of-Scope Head or Out-of-Scope Designate stating the reasons for the reprimand will be given to the APT member. A copy will be sent to Human Resources and it will become a part of the APT member's file. In accordance with Article 12.1 an APT member may add a written comment to the file if so desired.

A letter of reprimand shall be removed from the file upon written request from the member after a period of 24 months of active employment, 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 Out-of-Scope Head or Out-of-Scope Designate, such material may be removed before the 24 month period expires.

### **13.3 Suspension**

If the Out-of-Scope Head or Out-of-Scope Designate deems an APT member's misconduct is such that a written reprimand would be insufficient, the APT member may be suspended without pay by the Out-of-Scope Head or Out-of-Scope Designate for a period not to exceed thirty days. An APT member's benefit plans will continue in full effect during any suspension. A meeting will be held with the APT member prior to the suspension being issued. Where reasonably possible, the APT member will receive notice of the meeting at least one day in advance. The member shall have the right to be accompanied to the meeting by a Faculty Association representative and advance notice shall be sufficient to schedule the attendance of such a representative. No undue delay shall result from unavailability of such representation. A letter from the Out-of-Scope Head or Out-of-Scope Designate stating the reasons for the suspension will be given to the APT member, with a copy to the Chair of the Association and to Human Resources.

A letter of suspension shall be removed from the file upon written request from the member after a period of 36 months of active employment, provided there has been no documented disciplinary action of any kind in the interim.

- 13.4 Periods of absence in excess of thirty days do not count as active employment under this article, with the exception of leaves in Articles 21, 22, 23.3.1, 23.3.2, 23.3.3 and 25.

## **ARTICLE 14 - RESIGNATION**

14.1 An APT member who resigns will give one month's notice in writing to the appropriate Out-of-Scope Head or Out-of-Scope Designate with a copy to Human Resources.

### **14.2 Exit Interview**

Human Resources is responsible for the administration of the exit interview. When notice is received of an APT member's resignation, Human Resources or the APT member may request a personal exit interview. In cases where circumstances do not allow a personal interview, the departing employee may be asked to complete an exit interview questionnaire. This information will be confidential and will not be placed in an APT member's official file.

## **ARTICLE 15 - RETIREMENT**

- 15.1 An APT member who proposes to retire shall give as much notice as possible but not less than three months notice in writing to the appropriate Out-of-Scope Head or Out-of-Scope Designate, with a copy to Human Resources. Timelines may be waived with mutual agreement.
- 15.2 An APT member with at least ten years of continuous employment with the University who retires from the University and does not receive any other special arrangements or payments from the University, will be granted a retirement bonus as follows:
- 15.2.1 two months pay for the first ten years of continuous service, plus
- 15.2.2 one months pay for the next five years of continuous service, plus
- 15.2.3 0.2 months pay for each additional year of continuous service.

The retirement bonus may be taken as a leave with pay immediately prior to retirement if the APT member so elects.

### **15.3 Special Arrangements, Early Retirement and Graduated Retirement**

#### **15.3.1 Special Arrangements and Early Retirement**

The University may propose a plan to an APT member or to a group of members whereby the member(s) employment may be discontinued in accordance with a special arrangement, including a suitable financial settlement. Any offer shall be without prejudice. A member may submit a request to the University to initiate such an arrangement.

The University will keep the Faculty Association and the membership who are eligible for such an 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.

#### **15.3.2 Graduated Retirement**

The University or an APT member who holds a permanent appointment may request a graduated retirement arrangement.

A graduated retirement arrangement would include a reduction in duties to fifty per cent (50%) of full-time duties. The maximum duration of this arrangement will be two (2) years, on the understanding that the APT member would retire at the conclusion of the agreed upon term. The University and the APT member can

mutually agree upon other arrangements that meet the needs of the University and the APT member.

An APT member whose application for a graduated retirement has been approved shall have a “base salary rate” computed as if the member were continuing on a full-time basis. All relevant salary adjustments shall be applied to the base salary rate. The “actual salary” to be paid to the member shall be pro-rated from the base salary rate. Pension and benefit contributions shall be based on the actual salary rate unless the member chooses to contribute the required contributions on the base salary rate as per Article 23.12.

APT members on a graduated retirement plan shall be eligible for the retirement bonus in 15.2 at their base salary rate.

- 15.3.3 Whenever the University formally proposes a plan for discontinuance of employment under this article, it shall inform the Faculty Association in writing of the terms of the offer.
- 15.3.4 The Faculty Association has the right to have a representative participate in any discussion which may take place between the University and the member(s) pursuant to any proposal initiated under this article.
- 15.3.5 Any agreement or arrangement concluded must be in writing. The agreement will not take effect unless and until Human Resources or other senior representative of the University, the affected member, and the Faculty Association have signed the agreement. Any offer made in writing by the University shall remain open for a minimum of thirty days.

## **ARTICLE 16 - DISMISSAL FOR CAUSE**

- 16.1 Subject to Article 16.6, no APT member may be dismissed except for just cause or under the terms of Article 17. An APT member may be dismissed for professional misconduct, wilful neglect of duties (including unauthorized absence from campus), gross misconduct, or incompetence.
- 16.2 If an APT member is to be dismissed for cause, notice in writing will be given by the appropriate Out-of-Scope Head or Out-of-Scope Designate that dismissal is being recommended to the appropriate Vice-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 Association.
- 16.3 Seven calendar days from the date such letter is issued, the Vice-President will inform the APT member in writing that either the dismissal action is discontinued or that the APT member's service is to be terminated. A copy of the Vice-President's letter will be sent to the Chair of the Association.
- 16.4 The APT member and the Association may enter a grievance within a fourteen day period following the Vice-President's letter. However, the Association, upon written application to Human Resources, 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 II of the grievance process. Failure to grieve during these time limits will constitute waiver of rights.
- 16.5 The APT member will be suspended with pay by the Out-of-Scope Head or Out-of-Scope Designate from the date the letter is issued recommending dismissal. The suspension will be rescinded if the Vice-President discontinues the dismissal action. If a grievance is entered, the member will continue to be suspended without pay until the grievance is resolved. The member will have the option of retaining their benefits for the duration of the suspension. Premiums will be paid by the member.
- 16.6 **Members With Term Appointments who have been Employed for Less Than One Year**
- 16.6.1 An APT member who does not hold a permanent appointment and has been employed for less than one year may be dismissed for cause in accordance with the provisions of this Article 16.6. The member may be dismissed for professional misconduct, wilful neglect of duties (including unauthorized absence from campus), gross misconduct, or incompetence.
- 16.6.2 Written notice of the dismissal will be given by the Out-of-Scope Head or Out-of-Scope Designate and shall contain a complete statement of the grounds for the dismissal. A copy of the notice will be sent to the Chair of the Association.



- 16.6.3 The staff member and the Association may enter a grievance regarding the dismissal. The grievance must be submitted within a fourteen day period following the dismissal. However, the Association, upon written application to Human Resources, 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 II of the grievance process. Failure to grieve during these time limits will constitute waiver of rights.
- 16.7 All correspondence to the APT member required by this clause will be delivered directly to the APT member where convenient and in other cases will be forwarded by registered mail 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 Association.
- 16.8 If an APT member grieves against dismissal, and the grievance proceeds to arbitration, both parties shall expedite the hearing in accordance with Article 31.

## ARTICLE 17 - DISCONTINUANCE OF PERMANENT EMPLOYMENT

- 17.1 Should reductions in the number of APT members in permanent appointments be necessary because of financial reasons, or a reduction in or elimination of an academic or administrative unit, an affected APT member will be given as much notice as possible, but in no case less than:

One year or less – 1 month  
Greater than one year and less than 5 years – 3 months  
Greater than 5 years– 6 months

Wherever possible, the University shall discontinue APT members holding term appointments prior to discontinuing the employment of APT members who hold permanent appointments. The Association shall be consulted throughout the process.

### 17.2 **Reassignment**

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

#### 17.2.1 **Reassignment to a Permanent Position**

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

17.2.1.1 If the reassigned position is in a higher pay grade, the new salary shall be two full increments from the new range higher than the former salary or the minimum of the new range, whichever is greater. Should the position be to the same pay grade, the new salary shall be the same as the former salary. Should the pay grade be lower than the former pay grade, the incumbent will continue at the current pay grade for a period of one year. At the end of the one year period, if the APT member's salary is above the new range, no further increments will be awarded; however general salary increases will apply. If the APT member's salary is within the range of the new pay grade, the new pay grade will apply.

17.2.1.2 The appointment will be probationary for one year. At any time during the probationary period the APT member's employment may be terminated by either party upon one month's notice, and the APT member will be granted severance pay as outlined in 17.3.

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

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

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

#### 17.2.2 **Posted Term Positions during the Notice Period**

When a discontinued member expresses interest in a term position pursuant to Article 17.2, Human Resources will make the APT member aware of posted term positions that become available during the notice period, as long as the duration of the posted term position exceeds the end of the notice period.

Discontinued members who apply for a posted term competition will be given consideration prior to other candidates under Article 8.4, if they meet the required qualifications for the position. Should more than one discontinued member meet the qualifications for the position, the members shall compete for the position in accordance with Article 8. No severance is paid unless there is a break between the notice period and the start of the posted term position.

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

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

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

Salary paid shall be in accordance with Article 17.2.1.1.

### 17.3 **Severance pay**

Severance shall be paid on a monthly basis or as a lump sum as elected by the member.

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

plus

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

The total severance pay which a member receives cannot exceed the value of twelve months' pay at the final salary being received in the position being discontinued.

The member can choose to take severance as a lump sum payment or on a monthly basis (at their salary rate as earned at the time of position elimination).

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

A member who has chosen severance paid on a monthly basis may elect at any time during the severance period to discontinue receiving monthly payments and have the remaining severance paid out in a lump sum.

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

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

#### **17.4 Reappointment**

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

When an opening occurs in the APT bargaining unit within the period of 12 months, if the position is the same as the eliminated position, the APT member(s) who held the position shall be offered the position. Should the member not accept the position, the University's

obligation has been met and Article 17.4 is no longer applicable. Should the member not accept the position, it shall be posted in accordance with Article 8. In cases where there is more than one member who held the same position, interviews will be conducted with those members. It will be incumbent on the member to keep their contact information up to date with the Human Resources if they wish to be considered.

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

## 17.5 **Special Arrangements**

The University may propose a plan to an APT member or to a group of members, whereby the member(s) employment may be discontinued in accordance with a special arrangement, including a suitable financial settlement. An APT member whose employment is discontinued under this Article is not eligible for severance pay outlined in Article 17.3. Any offer shall be without prejudice. A member may submit a request to the University to initiate such an arrangement.

17.5.1 Whenever the University formally proposes a plan for discontinuance of employment under this article, it shall inform the Faculty Association in writing of the terms of the offer.

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

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

## **ARTICLE 18 - CLEARANCE UPON TERMINATION**

Upon termination of employment the final salary payment 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 return of keys, identification cards, library books, audio-visual, and other equipment and reimbursement for goods, services, and travel advances.

## **ARTICLE 19 - PAYMENTS TO ESTATE OF DECEASED EMPLOYEES**

When an APT member has died, the University will pay to the estate or to a person designated by the estate the APT member's salary in full with normal deductions until date of death. Furthermore the University will pay to the estate of the APT member, with no deductions other than those required by law, an amount equal to salary which the employee would have received for the balance of the appointment or for two months, whichever is less.

## **ARTICLE 20 - HOLIDAYS**

20.1 The University recognizes the following holidays:

New Year's Day  
Family Day  
Good Friday  
Victoria Day  
Canada Day  
Saskatchewan Day  
Labour Day  
Thanksgiving Day  
Remembrance Day  
Christmas Day  
Boxing Day

20.2 In addition to the above, APT members will receive paid days off for any other days between December 25th and January 1st.

20.3 At the beginning of each calendar year notice will be given of any days that the University will be closed in addition to the days listed above, that require the use of a member's paid leave time.



## ARTICLE 21 - ANNUAL VACATION

21.1 APT members will accumulate vacation credits monthly on the following basis:

- less than five years service – 1  $\frac{2}{3}$  days per month (twenty days per year)
- five years of service or more but less than sixteen years of service – 2  $\frac{1}{12}$  days per month (twenty-five days per year)
- sixteen years of service or more – 2  $\frac{1}{2}$  days per month (thirty days per year)

In recognition of previous work-related experience, the University may, upon commencement of employment, credit an APT member with up to five years of service for the sole purpose of determining the above vacation entitlements.

APT members who work less than full time will accumulate vacation credits on a pro-rated basis.

The vacation anniversary date shall be the nearest first of the month to the date of the appointment.

21.2 Term employees who are appointed to unposted term positions will not be granted vacation leave. Their total remuneration will include an amount of  $\frac{4}{52}$ nds of salary as vacation pay.

21.3 The vacation year is July 1 to June 30. Vacation entitlements shall be advanced to APT members at the beginning of each vacation year or date of appointment. It is the responsibility of the Out-of-Scope Head or Out-of-Scope Designate to ensure that a vacation may be taken annually by the APT member. APT members will have the right to take vacation in a block of at least three weeks should they so choose.

Wherever possible, vacation shall be planned in accordance with the wishes of the APT member.

21.4 APT members must use vacation yearly according to the provisions of this article. Any vacation entitlement remaining when the APT member terminates employment at the University shall be paid out. Vacation that has been used in excess of an APT member's entitlement at the time of termination will be deducted from any monies owing, calculated on the basis of salary in effect at the date of termination.

21.5 Notwithstanding the above, an APT member may carry over up to 5 days vacation entitlement from one year to the next. With the written permission of the Out-of-Scope Head or Out-of-Scope Designate, additional carry over up to the full amount of the vacation entitlement, may be carried over from one year to the next under special

circumstances. The APT member then must use all of the entitlement in the year into which vacation is carried forward.

- 21.6 Upon request, carried over vacation may be paid out to an APT member with written approval of the Out-of-Scope Head or Out-of-Scope Designate. Requests for paid out vacation must be submitted to the Out-of-Scope Head or Designate between March 1<sup>st</sup> and April 1<sup>st</sup> each year. Payments will be made on the April payroll cycle. The Out-of-Scope Head or Out-of-Scope Designate will respond, in writing, to the APT member indicating the amount to be paid with a copy to Human Resources. The pay-out of carried over vacation will be at the member's rate of pay in effect at the date of request. The maximum carried over vacation pay out shall be no less than one week and no more than the total carried forward balance.
- 21.7 Vacation leave earnings will be recorded annually in the APT member's file in Human Resources. APT members will report vacation leave usage monthly.

## **ARTICLE 22 - EDUCATIONAL LEAVE AND PROFESSIONAL ADVANCEMENT**

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

### **22.2 Career Counselling**

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. Human Resources may refer the APT member to other sources for additional counselling.

### **22.3 University of Regina Courses**

APT members are eligible for tuition reimbursement upon completion of six months continuous service with the University of Regina. APT members are encouraged to take courses offered by the University of Regina. Tuition reimbursement will be pro-rated based on full time equivalency and length of appointment. Courses will normally be taken outside of regular operating hours. Should the course not be available outside of operating hours and/or the Out-of-Scope Head or Out-of-Scope Designate and the member mutually agree the work schedule of an APT member may be altered to allow for classes to be taken during regular operating hours.

APT members interested in taking courses must complete the tuition reimbursement form prior to the beginning of the class and submit to Human Resources.

If the course is not successfully completed, the University will deduct the amount owed from any monies owing the member, including salary.

22.3.1 The tuition and course specific fees for up to 12 credit hours of credit courses per calendar year will be paid by the University. In the case of an APT member pursuing a PhD program, the University will reimburse APT members \$1,000 toward the cost of tuition per semester up to a maximum of twelve semesters in total. For the purpose of this article, tuition does include course specific fees and the recreation and athletic fee. Tuition does not include maintenance of status fees, travel fees, or any student union related fees.

22.3.2 APT members are eligible for tuition and course specific fee reimbursement of University of Regina non-credit courses offered in the Business and Professional development division in CCE and non-credit language courses up to a maximum of the dollar equivalent of 12 credit hours of undergrad Arts tuition per calendar year.

22.3.3 For APT members whose positions are located outside of Regina, 22.3.1 shall apply to credit courses taken at a local post-secondary institution provided the University of Regina does not offer an equivalent distance education course.

#### 22.4 **Courses at Other Institutions**

The University may pay the tuition and/or course fees for credit courses subject to a maximum of \$2,800 per calendar year, at another educational institution provided the University does not offer an equivalent course and it is mutually beneficial to the APT member and the University. The APT member will make the request to the Out-of-Scope Head or Out-of-Scope Designate, in writing, prior to the beginning of the course.

Upon successful completion of the course, the University will reimburse the approved amount.

#### 22.5 **Educational Leave**

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

#### 22.6 **Professional Development**

##### 22.6.1 **Directed Attendance**

When a n APT member is directed to take a course or attend a seminar or conference, 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. Travel time, outside of regular working hours shall accrue for the member as time in lieu.

##### 22.6.2 **Short Courses and Conferences**

APT members may apply to their Out-of-Scope Head or Out-of-Scope Designate for permission to attend job-related seminars, short courses, conferences or similar programs. If leave is granted, it shall be with pay.

##### 22.6.3 **Professional Development Leave**

The University will give consideration to applications from APT members with more than one year of service in an Association position for leaves of up to twelve months for special purposes which will enhance the APT member's professional development at the University. Such leaves may not formally be used for studies leading to a university degree (see 22.5). The application including an outline of the proposed use of the leave is to be submitted to the appropriate Out-of-Scope Head or Out-of-Scope Designate with a copy to Human Resources, as follows: for

a leave of one month or less, the application should be made two months in advance; for longer leaves the application should be made six months in advance.

The amount of the University's assistance will be calculated as follows: ten per cent of the APT member's gross salary multiplied by the APT member's number of years of service as an APT member within the scope of this bargaining unit to a maximum of 100% of the salary.

After the leave, the APT member is required to return to work for the number of months which equals the total financial assistance received during the leave divided by the APT member's monthly gross salary.

Leaves with pay will be funded by the appropriate department.

- 22.7 The time requirements for notice under this article may be waived by the Out-of-Scope Head or Out-of-Scope Designate.

## **ARTICLE 23 - BENEFIT PLANS**

### **23.1 Committee**

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

### **23.2 Eligibility for Pension and Benefits**

23.2.1 All APT members in permanent (including during the probationary period), or term positions working at least 50% and for a duration of six months or more must join the pension and benefit plans.

23.2.2 APT members with part-time appointments, who do not meet the eligibility requirements under this article but meet the requirements under the legislation for part-time benefits, will receive pro-rated benefits.

### **23.3 Sick Leave and Salary Continuance Plan**

#### **23.3.1 Sick Leave**

All APT members eligible for the Salary Continuance Plan shall be enrolled according to the requirements of the plan, which provides full salary for ninety (90) calendar days if the member is unable to work due to disability.

#### **23.3.2 Sick Leave for Term and Part-Time Employees Not Eligible for Salary Continuance**

Term and part-time APT members who do not belong to the salary continuance plan will earn sick leave at the rate of one and one-quarter working days per month which is accumulated, pro-rated for less than full time. In order to use accumulated sick leave the APT member may be required to produce a doctor's certificate.

#### **23.3.3 Sick Leave for Members over 65**

APT members who are employed beyond the normal retirement date in the pension plan will be eligible for an additional 90 calendar days of sick leave. An APT member whose disability or illness extends beyond 180 days may elect to take an unpaid leave of absence of up to one year.

#### 23.3.4 **Salary Continuance Plan**

All APT members who are eligible for the plan shall join the plan. The University shall pay the full premium for the salary continuance plan.

#### 23.4 **Accommodation of Members with Disabilities**

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

#### 23.5 **Group Insurance Plan**

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

#### 23.6 **Dental, Vision, and Extended Health Plans**

Eligible APT members and their eligible dependents will be covered by family dental, vision, and extended health care benefit plans. The University will pay the cost of the premiums for these plans.

For the period of this collective agreement, the coverage provided to this bargaining unit shall be the same as the other members of the Academic and Administrative Benefits Plan. The Dental, Vision, and Extended Health Care Plans will be administered in accordance with the terms of these insurance policies. The AABC shall be tasked with reviewing the coverage on an annual basis and making recommendations to the parties for changes to these Plans.

#### 23.7 **Flexible Spending Account (FSA)**

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

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

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

Funds from the FSA shall be distributed annually as directed by the member to one or

both of the following accounts:

- a) Health Care Spending Account or
- b) Wellness Spending Account (taxable)

Should no election be made, all credits will default to the Health Care Spending Account.

**23.8 Comprehensive Health and Fitness Assessment**

Eligible APT members will be entitled to an annual assessment at the Dr. Paul Schwann Applied Health and Research Centre. The University shall pay the cost of the yearly assessment.

**23.9 Family Tuition Scholarship Fund**

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

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

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

**23.10 Academic and Administrative Pension Plan**

Eligible APT members shall join the pension plan.

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

**23.10.1 Payment of Contributions**

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

**23.10.2 Principles Governing the Academic and Administrative Pension Plan**

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



beneficiaries. Any surplus will be used for the benefit of the members and their beneficiaries.

**23.11 Inclusiveness**

For the purposes of the Benefit Provisions set out in this Article, the words ‘family’ and ‘spouse’ shall include same-sex couples where permitted by the relevant legislation.

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

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

23.12.2 If the leave is for more than 31 days:

Pension Plan - Service credit may continue to be accumulated by the member making prior arrangements in accordance with the terms of the plan.

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

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

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

**23.13 Professional Fees**

The University agrees to reimburse the professional fees of APT members where the University requires that the APT member be a member of a professional association. Reimbursement for part-time APT members working less than 50% shall be pro-rated based upon time worked.

## **ARTICLE 24 - INSURANCE**

### **24.1 Liability Insurance**

The University shall maintain liability insurance to protect itself and members of the bargaining unit from claims asserted against the University or staff members of the University covered by this agreement when acting on behalf of the University either in the scope of their employment or in some other capacity authorized by the University.

### **24.2 Travel Insurance**

The University will cover APT members with travel insurance when the APT member is travelling with the authority of the University, whether or not at University expense. The premium is chargeable against the source of funds supporting the travel or can be paid by the APT member. The details of the plan will be provided to an APT member by Human Resources on request.

### **24.3 University Property**

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

## **ARTICLE 25 - COURT LEAVE**

An APT member who is called for jury duty or who is subpoenaed by any body in Canada with power to do so (other than when the APT member is the plaintiff) shall be granted leave of absence with pay. The APT member shall inform the Out-of-Scope Head or Out-of-Scope Designate as soon as possible after receiving notification of being required to appear. The APT member shall remit to the University all compensations received from the court, except expenses.

**ARTICLE 26 - LEAVE TO SEEK NOMINATION AND ELECTION AND TO  
HOLD POLITICAL OFFICE**

- 26.1 Upon written request to the Out-of-Scope Head or Out-of-Scope Designate, an APT member will be granted leave of absence without pay to seek nomination as a candidate, to be a candidate and to hold elected political office in municipal, provincial, federal government, or First Nations government.
- 26.2 The APT member will inform the Out-of-Scope Head or Out-of-Scope Designate when deciding to seek candidacy and shall make every attempt to give the longest possible notice and shall actively co-operate in arrangements for the uninterrupted continuation of the APT member's work.
- 26.3 The leave may be partial or complete depending upon the requirements of the APT member's responsibilities. The leave will be for a specific term and may be renewed.
- 26.4 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.

## **ARTICLE 27 – LEAVE UPON THE BIRTH OR ADOPTION OF A CHILD**

- 27.1 Upon the birth or adoption of a child, either or both parents will be granted leave without pay for a period of up to fifty-two (52) weeks by the Out-of-Scope Head or Out-of-Scope Designate, after having been employed by the University for more than thirteen (13) consecutive weeks. The member may apply for additional leave without pay in accordance with Article 29.
- 27.2 A doctor's certificate giving the expected date of birth, or a statement giving estimated date of adoption, may be required.
- 27.3 Leave may be taken at the APT member's discretion before and after the birth or adoption of a child. An APT member shall give the University at least six weeks written notice of the date the leave is to begin. The notice period shall not apply if the member stops working because of complications related to the pregnancy or because the child comes into the custody, care and control of the parent sooner or later than expected. This notice period may be waived by mutual agreement between the APT member and the University.
- 27.4 At the termination of the leave, the APT member will return to the member's normal duties at the University. In the event that the APT member wishes to return early from this period of leave, the member shall give the University at least one month's notice if the member has been on leave for longer than fifteen weeks and at least one week's notice if the member has been on leave for less than fifteen weeks. This notice period may be waived by the Out-of-Scope Head or Out-of-Scope Designate.
- 27.5 The University will provide Supplementary Employment Benefits (SEB) to APT members as follows:

The member will be entitled to receive one hundred (100) per cent of salary to offset the two-week waiting period for eligibility of receipt of employment insurance benefits.

In addition, provided the member is in receipt of employment insurance benefits, the member will receive the difference between the employment insurance benefits received and ninety (90) per cent of the APT member's earnings for a maximum of thirty weeks. This SEB is subject to the condition that the member's earnings (from employment insurance earnings and any other source) cannot exceed one hundred percent of the pre-leave earnings.

The member's vacation leave at the time the leave commences shall be retained to the member's credit and will continue to accumulate in the normal fashion during the 32 weeks of SEB. During this time period, all benefit coverage will remain in effect and normal employer/employee deductions will apply. Coverage for the remainder of the leave time will be as per Article 23.12.

## **ARTICLE 28 - PERSONAL LEAVES**

### **28.1 Personal Leave**

An APT member may be granted leave of absence with pay for up to five working days by the appropriate Out-of-Scope Head or Out-of-Scope Designate for urgent personal reasons such as grave illness or bereavement in the family, birth or adoption in the family, crisis involving care of a sick child when no alternative care is available, or to attend to urgent personal matters which cannot otherwise be attended to. The application, stating the reasons, shall be made to the appropriate Out-of-Scope Head or Out-of-Scope Designate, in writing. In an emergency the application may be made verbally and confirmed subsequently in writing.

### **28.2 Leave Related to Religious Events**

Every effort will be made to accommodate APT members who require time away from work to observe religious events of recognized faiths. Members taking leave for this purpose are requested to inform the appropriate Out-of-Scope Head or Out-of-Scope Designate in writing and provide information detailing coverage of their duties during this period.

### **28.3 Compassionate Care Leave**

APT members may apply to the Out-of-Scope Head or Out-of-Scope Designate 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 the leave. If a family member faces a significant risk of death during the period for which leave is being requested, leave shall not be refused unreasonably. Leaves for longer periods may be granted.

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

## **ARTICLE 29 - GENERAL LEAVE OF ABSENCE WITHOUT PAY**

- 29.1 Leave of absence without pay for periods of up to one year may be granted for good and sufficient reason. Permission for such leave will not be unreasonably withheld.
- 29.2 Leave of absence without pay will be granted where an employee is required to be absent from employment as a result of service as a Reservist in the Canadian Forces, upon sufficient notice.
- 29.3 Applications for leave of absence without pay stating the reason will be submitted in writing to the Out-of-Scope Head or Out-of-Scope Designate with a copy forwarded to Human Resources. For leaves of five days or less, the application shall be submitted at least two weeks in advance. For leaves of more than five days the application shall be submitted at least two months in advance. The Out-of-Scope Head or Out-of-Scope Designate will respond to the application in writing in a timely manner.
- 29.4 An application may be made to extend a leave for up to one further year by following the procedures in 29.3. The maximum leave is for two consecutive years.
- 29.5 If the APT member wishes to return early from a leave of six (6) months or longer, the member shall provide a minimum of one months notice, in writing to the Out-of-Scope Head or Out-of-Scope Designate.
- 29.6 The time requirements for notice may be waived by the Out-of-Scope Head or Out-of-Scope Designate.

### **ARTICLE 30 - DEFERRED SALARY LEAVE PLAN**

APT members may apply to participate in the deferred salary leave plan in accordance with the conditions set forth in the regulations governing the plan. These regulations are subject to mutual agreement between the University and the Faculty Association.



## ARTICLE 31 - GRIEVANCES

- 31.1 Should any difference arise between the University and the Association or between the University and any employee or group of employees covered by this agreement concerning its interpretation, application, or alleged violation, the parties agree that the difference will be settled as hereinafter provided.
- 31.2 Before a formal grievance is filed by either party, the parties will make every attempt to settle the dispute by informal discussion.
- 31.3 The APT member may be accompanied at any stage of the procedure by representative(s) of the Association.
- 31.4 In order to be accepted, the grievance must be in writing and must be submitted to the Out-of-Scope Head or Out-of-Scope Designate, with a copy to Human Resources, within thirty days of the aggrieved party being aware of the incident complained of, except in the case of dismissal for cause: see Article 16.
- 31.5 The written grievance must be signed by the APT member(s) affected and by an official of the Association on the one hand or, if it is a University grievance, must be signed by the Human Resources designate.
- 31.6 The grievance must state the section or sections of the agreement alleged to have been violated, and specify what remedy would be sufficient to correct the alleged violation.
- 31.7 Grievances by the University will be forwarded to the Chair of the Association, and will be heard at one stage only, before being eligible for submission to arbitration, as outlined hereinafter.
- 31.8 Grievances by the Association will be heard at two stages:

**Stage One:** The written grievance shall be submitted to the appropriate Out-of-Scope Head or Out-of-Scope Designate of the faculty or department of the aggrieved APT member and a copy submitted to Human Resources. A written response shall be returned to the Association within fourteen calendar days of receipt of the grievance. The Out-of-Scope Head or Out-of-Scope Designate may investigate the circumstances, and may arrange meetings with Association representatives and may require the aggrieved person(s) to be present.

**Stage Two:** If no response or an unsatisfactory response is returned at Stage One, the Association may, within fourteen calendar days of the expiration of the time limit for response at Stage One, submit the written grievance to the Human Resources designate, who shall be responsible for seeing that a written response on behalf of the University is forwarded to the Association within fourteen calendar days. The Human Resources

designate may require a meeting between the appropriate Association members and University Officers, which the aggrieved person(s) may be required to attend.

### 31.9 **Arbitration**

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

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

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

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

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

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

31.9.5 The fees and expenses of the Chair/Arbitrator shall be shared equally between the parties. Each party shall be responsible for its costs, fees, and expenses of witnesses, and those of its Board Member.

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

## **ARTICLE 32 – HARASSMENT AND/OR DISCRIMINATION**

The University and the Association do not condone harassment and/or discrimination.

The parties agree that there shall be no harassment and/or discrimination practised with respect to any member of the bargaining unit on the basis of any prohibited grounds set forth in *The Saskatchewan Human Rights Code* (subject to pension and benefits provisions), and *The Occupational Health and Safety Act, 1993 (Saskatchewan)*.

The parties also agree that there will be no discrimination based on political affiliation or membership or activity in the Faculty Association.

The parties further agree that there shall be no harassment and/or discrimination practiced with respect to any APT member who, in a professionally responsible manner, expresses disagreement with the policies and procedures of the University. If there is a dispute about whether an APT member has behaved in a professionally responsible manner, the issue will be subject to the grievance/arbitration process.

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

APT members shall have representation on the University of Regina Harassment and Discrimination Advisory Committee, as provided for in the University of Regina Harassment and Discrimination Prevention Policy.

## **ARTICLE 33 – REPRESENTATIVE WORKFORCE**

33.1 The parties to this agreement are committed to the achievement of a representative workforce, including Aboriginal peoples, persons with disabilities, visible minorities, and women.

33.2 When recruiting APT members, the University shall:

- ensure that all advertisements reflect the University's commitment to employment equity and encourage self-identification;
- ensure all individuals involved in the hiring process are apprised of their responsibility for employment equity; and
- ensure its actions reflect this commitment to achievement of a representative workforce.

33.3 The parties agree that appropriate steps taken to address imbalances shall not be deemed a violation of Article 32.

33.4 The APT members shall have representation, named by the Association, on the Employment Equity Consultative Committee.

33.5 The University shall:

- set goals for hiring, training and promoting designated groups, and implement action for achieving these goals;
- set a timetable for achieving employment equity goals, including appropriate representation of designated groups.

The Faculty Association shall be provided with data tracking progress on the above annually.

33.6 The Employment Equity Consultative Committee shall:

- serve as a vehicle for discussions between the parties concerning the development, implementation and monitoring of the objectives established above;
- assist areas in the development, amendment, and maintenance of hiring goals and other measures to eliminate barriers facing equity-seeking groups;
- advise the University and the Faculty Association on setting employment equity goals, amending the Collective Agreement to achieve employment equity goals, and the identification and implementation of best practices in this area.

The Employment Equity Consultative Committee shall report annually to the University and the Faculty Association.

The University shall eliminate or modify any policies, practices, and systems which have an unfavourable effect on the employment and advancement of designated group members.

## **ARTICLE 34 - NO STRIKES OR LOCKOUTS**

- 34.1 The 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.
- 34.2 Notwithstanding Article 34.1, 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 member may make arrangements with the appropriate Out-of-Scope Head or Out-of-Scope Designate for use of vacation time in place of the leave of absence without pay.
- 34.3 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 35 - SALARY ADMINISTRATION

### 35.1 Salary Adjustments

#### 35.1.1 **Reclassification/Reassignment**

The effective date and salary adjustment that result from a reclassification shall be determined per Article 9.9. The effective date and salary adjustment that results from a transfer or reassignment shall be determined per Article 17.2.1 or 10.7.

#### 35.1.2 **Appointment to Another Position**

If an APT member's classification is changed upward by promotion, or appointment at a higher position, the new salary shall be within the range of the new classification. The new salary will be two full increments from the new range higher than the former salary or the minimum of the range, whichever is greater.

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's classification is changed to a lower level by appointment to a position in a lower classification, the new salary shall be the same as the former salary but shall be limited to the maximum of the new range.

The salary adjustment that results from promotion or appointment to another position will take effect from the date of promotion or appointment to the other position.

35.2 Special cases respecting salary administration which arise during the course of the agreement will be referred to the Faculty Association-University Liaison Committee for a decision.

35.3 APT members' salaries and annual increments are set forth in Appendix A.

35.4 Increments are awarded on July 1st of each year.

APT members with one or more year's continuous service as an APT member at the University on April 30th (the end of the review period) are eligible for a full increment. APT members with less than one year of continuous service will be eligible for a prorated increment based on the number of full months of service.

If a new collective agreement has not been signed by the time the current agreement expires, annual increments shall continue to be awarded.



- 35.5 Increments are granted for satisfactory performance. If the performance during the review period has been less than satisfactory, an increment will not be granted.
- 35.6 Annually, the Out-of-Scope Head or Out-of-Scope Designate will write to the APT member indicating the salary for the year commencing July 1st and stating whether or not a regular increment (if the APT member is eligible) is granted.

## **ARTICLE 36 - INTELLECTUAL PROPERTY**

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

## **ARTICLE 37 - DURATION AND CONTINUATION OF THE AGREEMENT**

- 37.1 This Collective Agreement shall be binding and remain in effect from July 1, 2014 until and including June 30, 2017.
- 37.2 This Agreement shall, unless any provision otherwise specifically provides, continue in force beyond the date noted above, including during any period of negotiation, until a new collective agreement is ratified, except that the "no strike, no lockout" clause is not in effect after June 30, 2017.
- 37.3 This Collective Agreement may be reopened at any time by mutual agreement. At any time during the one hundred and eighty (180) days prior to the expiration of the agreement either party may require that negotiations commence on a new agreement, by forwarding a notice in writing to the other party.

In the event a new agreement has not been signed within five months of the date upon which this agreement expires the University and the Faculty Association agree to apply jointly for mediation/conciliation on any outstanding issues. Applying for mediation/conciliation can be delayed with the mutual agreement of both parties.

## APPENDIX A

### 1. Salary Scales

July 1, 2014

<b>Pay Grade</b>	<b>Minimum</b>	<b>Increment</b>			<b>Maximum</b>
1	46,092	7	x	2,015	60,197
2	49,549	7	x	2,165	64,704
3	53,264	7	x	2,330	69,574
4	57,255	7	x	2,501	74,762
5	61,548	7	x	2,689	80,371
6	66,165	7	x	2,889	86,388
7	71,127	7	x	3,109	92,890
8	76,465	7	x	3,340	99,845
9	82,196	7	x	3,591	107,333
10	88,363	7	x	3,864	115,411
11	94,987	7	x	4,148	124,023

**July 1, 2015**

<b>Pay Grade</b>	<b>Minimum</b>	<b>Increment</b>			<b>Maximum</b>
1	46,668	7	x	2,040	60,948
2	50,168	7	x	2,192	65,512
3	53,930	7	x	2,359	70,443
4	57,971	7	x	2,532	75,695
5	62,317	7	x	2,723	81,378
6	66,992	7	x	2,925	87,467
7	72,016	7	x	3,148	94,052
8	77,421	7	x	3,382	101,095
9	83,223	7	x	3,636	108,675
10	89,468	7	x	3,912	116,852
11	96,174	7	x	4,200	125,574

**July 1, 2016**

<b>Pay Grade</b>	<b>Minimum</b>	<b>Increment</b>			<b>Maximum</b>
1	47,135	7	x	2,060	61,555
2	50,670	7	x	2,214	66,168
3	54,469	7	x	2,383	71,150
4	58,551	7	x	2,557	76,450
5	62,940	7	x	2,750	82,190
6	67,662	7	x	2,954	88,340
7	72,736	7	x	3,179	94,989
8	78,195	7	x	3,416	102,107
9	84,055	7	x	3,672	109,759
10	90,363	7	x	3,951	118,020
11	97,136	7	x	4,242	126,830

2. **Adjustments to Salary Scales**

- |              |   |
|--------------|---|
| July 1, 2014 | Salary scales to increase by one and one-half (1.5) per cent.     |
| July 1, 2015 | Salary scales to increase by one and one quarter (1.25) per cent. |
| July 1, 2016 | Salary scales to increase by one (1.0) per cent.                  |

3. **Adjustments to Individual Salaries**

- |              |   |
|--------------|---|
| July 1, 2014 | Salaries will be increased by one and one-half (1.5) per cent. Range minimums and maximums apply.   |
| July 1, 2015 | Salaries will be increased by one and one quarter (1.25) per cent. Range maximums apply.  |
| July 1, 2016 | Salaries will be increased by one (1.0) percent. Range maximums apply. \$750 one-time lump sum payment, which is not applied to base salaries or the salary scales. |

4. **Part-Time Appointments**

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

5. **Accountable Professional Expense Accounts**

- 5.1 Effective May 1, 2013, all permanent and probationary employees, and term employees whose employment will continue for one year or more, are entitled to an accountable professional expense account in the amount of \$1,200 per fiscal year.
- 5.2 Persons who are appointed or whose employment terminates during a fiscal year will have their accounts pro-rated accordingly.
- 5.3 The accountable professional expense account may be expended only in accordance with University regulations and at no time may be used for any purchase or expenditure which would be a taxable benefit to the member.
- 5.4 Funds in an expense account may be carried forward automatically into the following fiscal year, provided the amount in the account does not exceed a sum which is four times the current value of the annual account.

## **APPENDIX B**

### **MEMORANDUM OF AGREEMENT**

#### **APT MEMBERS' PARTICIPATION IN GOVERNANCE**

The University recognizes that the knowledge, skills and abilities of APT members enable them to make positive contributions to the governance of the University.

During the term of this agreement the parties agree to explore opportunities for collegial forms of governance.

“original signed by June LeDrew”

Signed on behalf of the Faculty Association

“original signed by Bonnie Dobni”

Signed on behalf of the University

2008-2012 Collective Agreement



## APPENDIX C

### MEMORANDUM OF AGREEMENT

#### MARKET SUPPLEMENTS

1. The purpose of market supplements is to assist in recruiting APT members into, or retaining members in, positions at the University. Market supplements shall be paid when it can be demonstrated that competitive pressures in the market require such payments.

As long as the above criterion is satisfied, individual or groups of APT members may be paid market supplements. Further, market supplements may be restricted to a particular classification or classifications.

2. The total value of all market supplements paid to APT members shall not exceed one per cent (1%) of total salary budget (exclusive of market supplement payments) for APT members in any given year. Market supplements shall be in addition to any negotiated salary increases and will be considered part of salary for calculation of pension and benefits.
3. No supplement shall be granted for a period exceeding three years (though a supplement may subsequently be renewed subject to the provisions in this appendix).
4. A committee shall be established to review and provide recommendations on market supplement proposals. The committee shall have three members appointed by the Faculty Association and three members appointed by the University, and shall be chaired by a representative from the Human Resources department. The Committee shall develop terms of reference and procedures for reviewing market supplement requests.
5. An APT member, a group of members or the appropriate Out-of-Scope Head or Out-of-Scope Designate may put forward a proposal for market supplements. The proposal shall, at a minimum:

Identify the proposed classifications or positions, a range for the supplements, and the period during which the supplements are to be granted;

Identify the pay range, salary, and number of years since appointment to current position for each member for whom a market supplement is being proposed;

Provide independently verifiable data indicating that salaries in the classifications or positions are significantly lower at this university than salaries (including market supplements) at other comparable employers for equivalent positions;

Include a recommendation of the Out-of-Scope Head or Out-of-Scope Designate where the proposal is made by a member or group of members.

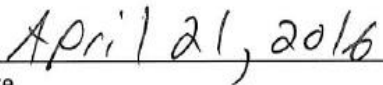
6. The Human Resources representative shall forward a copy of the proposal and relevant statistical material to the Faculty Association before the proposal is reviewed by the Committee. The information shall be forwarded to the committee within 60 days of the receipt of the proposal.

Within 30 days following receipt of the committee's recommendations, the Associate Vice-President, Human Resources shall make a decision concerning the granting of market supplements. A written copy of the decision shall be provided to members of the committee, the Faculty Association, and the APT members for whom the market supplement was proposed. If market supplements are awarded, the decision shall specify the amount of the market supplements, the members who are to receive them, and their duration. If market supplements are not awarded, the decision shall state why. The market supplements shall be retroactive to the first of the month following the date the proposal was initiated with Human Resources.

7. Each year in July, the University shall provide the Faculty Association with a list of the amounts and recipients of market supplements to be paid in the current academic year.

  
\_\_\_\_\_  
Signed on behalf of the Faculty Association

  
\_\_\_\_\_  
Signed on behalf of the University

  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Date

## **APPENDIX D**

### **MEMORANDUM OF AGREEMENT HOURLY APPOINTMENTS**

The Parties recognize there may be a need in certain areas for additional support on an irregular or “as needed” basis. In these circumstances the appointment of hourly employees may be considered. Hourly appointments may fluctuate on a daily, weekly, or monthly basis but shall not exceed .5 of an FTE in any given four month period. Scheduling of hours of work will be in accordance with the Saskatchewan Employment Act. Employees will not be scheduled for less than three (3) continuous hours per day.

The Parties agree to the appointment of hourly appointments on a trial basis with Kinesiology and Health Studies, PARC, Confucius Institute, and University Press. With the agreement of both Parties, this practice may be extended to other areas.

The rate of hourly pay will be based on the pay grade of the permanent or term position or, in the case of assisting with additional workload in the unit, a classification based on the duties being performed. The hourly rate will be calculated by dividing the annual salary by 1,820 hours. In addition, vacation pay at the rate of 4/52nds and statutory holiday pay will be added to the hourly rate. Increments will be awarded on July 1<sup>st</sup> of each year and will be prorated by the number of hours the member worked between May 1 and April 30 divided by 1,820 hours. Range maximums apply.

Hourly appointments will be recruited as per Article 8 of the Collective Agreement. When hourly employees apply for regular posted positions, they will be considered along with the APT members who are in non-posted term positions.

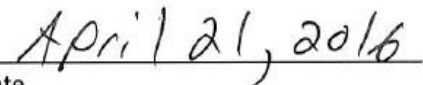
Appointment information will be provided for these employees to the Faculty Association.

Hourly APT members are not eligible for the following:

Article 8.7.3	Four year term to permanent requirement.
Article 10.4	Scheduled days off
Article 11	Performance Appraisal
Article 14	Resignation notice requirement
Article 15	Retirement provisions
Article 17	Discontinuance of Employment
Article 20	Paid days between Christmas and New Years
Article 22	Educational Leave and Professional Advancement
Article 23	Benefit Plans – except part-time benefits plan when eligible
Article 26	Leave to Seek Nomination and Election and to Hold Political Office
Article 29	General Leave of Absence Without Pay
Article 30	Deferred Salary Leave Plan
Appendix A	APEA



Signed on behalf of the Faculty Association



Date



Signed on behalf of the University



Date

## **APPENDIX E**

### **MEMORANDUM OF AGREEMENT**

#### **ON TRANSFER AND RE-ASSIGNMENT (Article 10.8)**

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

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

## **APPENDIX F**

### **MEMORANDUM OF AGREEMENT**

**between**

**The University of Regina**

**and**

**The University of Regina Faculty Association**

**February 1997**

### **ACTUARIAL DEFICIT**

#### **Background**

The University and Faculty Association agree that it would be in the best interests of both parties, and of the members of the Academic and Administrative Pension Plan, to formulate a process to be followed in the event that a significant actuarial deficit in the Plan is reported by its Actuary. An actuarial deficit occurs when the Actuary determines that the Plan's accrued assets and expected future contributions to the Plan are insufficient to pay for the benefits which have been and will be earned by the members of the Plan if the Plan were to continue without amendment. Any deficit which may arise due to unilateral action by either party to this agreement shall not be deemed to be an actuarial deficit, and the cost of eliminating this deficit shall be wholly the responsibility of the party taking the unilateral action. The parties also agree that it would be useful to recognize formally the process which has been followed in the past when the Actuary reports a surplus in excess of a prudent actuarial reserve.

The parties recognize that, in the event of an actuarial deficit, provincial law endows the university with the right to wind down the Plan unilaterally, in which case it would have to guarantee the payment of all benefits earned to the date of the dissolution of the Plan. Alternatively, the University could make periodic payments into the pension fund to eliminate the actuarial deficit. If a portion of the actuarial deficit were due to benefits yet to be earned, the Plan could be amended to raise contribution rates or to reduce the level of benefits in the future, in such a way that the projected actuarial deficit from future service is eliminated.

Under the terms of the Plan, the University relies on the Academic and Administrative Benefits Committee (AABC) for advice on amending the Plan. The parties agree that a collaborative approach is preferable to a unilateral one, and wish to ensure that the AABC, the University and the Faculty Association are involved in any discussion ensuing from the declaration of an actuarial deficit. Accordingly, the University and Faculty Association agree that the following procedures are to be followed in the event that an actuarial deficit is declared.

#### **Procedures**

The Actuary performs an actuarial valuation every two years. Actuarial valuations are designed to determine whether the assets in the pension fund are sufficient to pay the benefits promised by the

Plan, and whether the current contribution levels are sufficient to pay for future benefits under the Plan.

In the event that the Actuary reports a surplus in excess of a prudent actuarial reserve, the AABC will seek the advice of the Actuary about options to improve the Plan, including the cost of each such option, and then recommend appropriate amendments to the Plan to the Board of Governors for approval. In Accordance with collective agreements, any surplus must be used for the sole benefit of the members and their beneficiaries. The University and the Faculty Association agree that the use of surplus funds to cover any shortfall between current contribution levels and the cost of the future benefits shall be deemed to be a benefit to members and their beneficiaries.

In the event that the Actuary reports an actuarial deficit, the following procedures will be observed.

The AABC will ask the Actuary to present a range of possible options to deal with the actuarial deficit. These options may include, but not be limited to, periodic payments by the University to eliminate the deficit, an increase in contribution levels, or reductions in benefits to be earned under the Plan in the future (keeping in mind that the University alone is responsible for payment of benefits already earned), or some combination of options. The Actuary will report within two months.

The AABC will analyze the options identified by the Actuary and advise the University, the Faculty Association, and the members of the Plan of the options and the committee's analysis of each option. The AABC will also state its preferred option. The AABC will complete this step within one month of receiving the advice of Actuary.

The University and the Faculty Association will meet to discuss the various options, with a view to agreeing upon measures to eliminate the actuarial deficit. If agreement is reached, and if the chosen measures entail an increase in members' contributions to the Plan or a decrease in their future benefits under the Plan, then the AABC will conduct a mail ballot amongst the members of the Plan to ratify the proposed resolution of the actuarial deficit. If an agreement is reached which does not entail significant amendments to the Plan, no mail ballot will be necessary. This step will be completed within three months of receiving advice from the AABC. "Significant" in this context refers to anything which would adversely affect any member's benefits and/or contributions.

If the negotiated settlement is ratified by a majority of the members of the Plan, the AABC will oversee the preparation of amendments to the plan reflecting the settlement and will present these amendments to the Board of Governors for ratification. This ratification process will be completed within two months of the close of negotiations.

Failure by the University and the Faculty Association to achieve agreement on a preferred course of action or failure of either the Board or the Plan membership to ratify the proposed settlement will result in the wind-down of the Plan or further negotiations (as in Step 3 above), at the sole discretion of the Board.

Any of the deadlines specified in steps 1 to 4 above may be extended by the mutual agreement of the University and Faculty Association.

Acceptance of these procedures does not, in any way, limit the liability of the University of Regina for the portion of any actuarial deficit arising for benefits under the Plan already earned by the members.

Dated at Regina, Saskatchewan this 17<sup>th</sup> date of February, 1997

“original signed by Sam Sankaran”  
Signed on behalf of the  
University of Regina Faculty Association

“original signed by David Barnard”  
Signed on behalf of the  
University of Regina



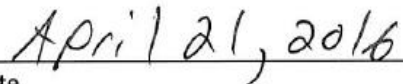
**APPENDIX G**

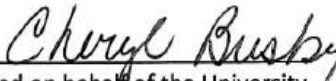
**MEMORANDUM OF AGREEMENT**

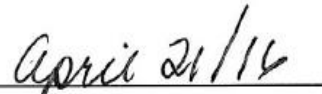
**CONCERNING THE REPORTING OF CONTRACTING OUT**

The University will provide to the Faculty Association on January 1, 2016 and January 1, 2017 a list of all work of the bargaining unit that has been contracted to outside sources for the previous year and the reason for the contract.

  
\_\_\_\_\_  
Signed on behalf of the Faculty Association

  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Signed on behalf of the University

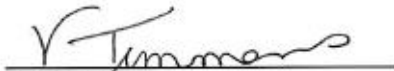
  
\_\_\_\_\_  
Date

IN WITNESS THEREOF the parties have caused these presents to be executed this 21<sup>st</sup> day of, April 2016.

The University of Regina, represented by:

  
Chair, Board of Governor

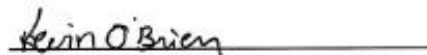
  
Chief Negotiator

  
President

  
Committee Member

  
Committee Member

University of Regina Faculty Association on behalf of the Administrative, Professional and Technical employees, represented by:

  
Vice-Chairperson

  
Chief Negotiator

  
Committee Member

  
Committee Member

  
Committee Member