

If you are an APT member at the University of Regina:

- [Article 8.7.2](#) – if you are currently in a permanent position and choose to take a term position, you should apply to the appropriate Out-of-Scope Head or Out-of-Scope Designate for a leave of absence for the length of the term of appointment. Your request can only be denied for “bona fide operational requirements”. If you request such leave and your request is denied, *contact the Faculty Association*.
- [Article 8.7.3](#) – if you have held a term position for four consecutive years, your appointment will become continuing. If you believe you should be in a continuing position, *contact the Faculty Association*.
- [Article 8.8](#) – if your position is changed from term to continuing, the time spent in your term position will count towards the fulfillment of your probationary period.
- [Article 8.8](#) – if you hold a continuing appointment and accept another position in the bargaining unit, you will have the right to revert back to your previous position for a period of three months.
- [Article 9](#) – should you wish to have your position reclassified, be familiar with this article. Pay particular attention to Article 9.2 – Initiating a Review, and Article 9.5 – Timeliness. If you have questions with regard to the process, or wish to appeal an unsuccessful reclassification, *contact the Faculty Association*.
- **Be familiar with [Article 10](#)**, particularly [10.3 – Work Scheduling](#), [10.4 – Scheduled Days Off](#), and [10.6 – Temporary Assignment of Duties](#). If you believe you are not being fairly compensated within the terms of this article, *contact the Faculty Association*.
- **Review [Article 11](#)** with regard to performance appraisal. Should you wish to appeal a negative performance review, review [Article 11.10](#), and *contact the Faculty Association*.
- [Article 15.2](#) – APT members with at least ten years of continuous appointment are entitled to a retirement bonus as outlined in this

article. [Article 15.3](#) – considers special arrangements, early retirement, and graduated retirement. If you are considering retirement you should make your Dean, Director, or equivalent aware of this and are invited to discuss options with both the University and the Faculty Association.

- [Article 22.3](#) – APT members are entitled to reimbursement of tuition and course fees for University of Regina classes. [Article 22.4](#) – APT members are entitled to reimbursement for classes at other institutions “provided the University does not offer an equivalent course and it is mutually beneficial to the APT member and the University”. If you encounter problems with reimbursement, *contact the Faculty Association*.
- **Be familiar with [Articles 22.5, 22.6.2 and 22.7](#)** with regard to financial assistance for short courses, conferences, and/or education/professional development leave.
- [Article 23](#) outlines your benefits. [Article 23.7](#) – APT members are entitled to a Health Care Spending Account in the amount of \$200 per member per year. [Article 23.9](#) – outlines the Family Tuition Scholarship Fund.
- [Article 30](#) allows APT members to participate in a deferred salary leave plan.
- [Appendix A](#) outlines your compensation, including your accountable professional expense account (Item 6). [Article 35](#) outlines how your salary is administered. And, [Appendix C](#) outlines provisions for market supplements.
- [Appendix F](#) outlines the procedures that will be followed when developing a new classification plan.



COLLECTIVE AGREEMENT

2008-2011



UNIVERSITY OF REGINA FACULTY ASSOCIATION

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, continuing, 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 and urfa@uregina.ca.

ARTICLE 4 - MEMBERSHIP AND DUES

- 4.1 Membership in the University of Regina Faculty Association is voluntary and is not a condition of employment.
- 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, grievance, appeals and joint URFA-University committees shall have reasonable time off with pay, subject to operational requirements, for the purpose of 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 time off, subject to operational requirements, which will be generally 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 will discuss the arrangement of the workload.

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.

- 5.3 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 - LIAISON COMMITTEE

- 6.1 The function of the Faculty Association-University Liaison Committee includes fostering better communication between the university and APT members, and promoting harmonious relationships by discussing areas of mutual concern.
- 6.2 The Committee shall consist of not more than four members designated by each party.
- 6.3 Meetings may be called by either party upon two weeks notice. The notice will include the items to be discussed. Either party may add further items to the agenda.
- 6.4 The Committee may not alter any section of the collective agreement, but may discuss its interpretation or administration and any item relating to working conditions. The Committee has no power to bind either party.
- 6.5 Discussions will be informal with either party keeping notes as it requires. A chair may be chosen from those attending a meeting.

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) **Continuing:** 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 continuing (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 continuing. 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. A paper copy of the posting will be available in a public area at the Human Resources office. Human Resources shall send to each APT member an e-mail describing all new postings within the bargaining unit and where

they can be accessed on the University website. The e-mail shall, at a minimum, include the position title and pay grade. A copy of the e-mail will be forwarded to urfa@uregina.ca. Postings shall include, but not be limited to, title, 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. APT members who apply before the end of the posting period will be interviewed, provided they are qualified and available for an interview. Preference will be given to appointing a qualified applicant from the Association to the position.

Letters will be sent to all unsuccessful members by Human Resources stating the reason(s) they were not successful. At an 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

Before an appointment to a position in the bargaining unit is to be made, the Chair of the Association will be provided with reasonable written information concerning the proposed appointment. If the Association has any concerns regarding the appointment, these will be addressed before an official appointment letter is issued.

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 position description will be enclosed for the member. If it is a continuing 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 Continuing Position to Take a Term Position

A member who holds a continuing 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 continuing position during the length of the term appointment upon one month's notice. Should the leave not be granted, at the end of the term the member may apply to be transferred to the most suitable position available, considering previous position and salary. Should no suitable position be available to which the member may be transferred, 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 transferred 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 Renewal of Term Appointments

Term appointments may be renewed 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. 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 continuing.

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 continuing 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 continuing 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 continuing 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 probationary appointments (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.

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 a continuing one;
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 a continuing one;
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.

ARTICLE 9 - CLASSIFICATION

9.1 Pay Grade Structure

There shall be a classification system with an explicit pay grade structure.

9.2 Initiating a Review

An APT member, the appropriate Out-of-Scope Head or Out-of-Scope Designate, or Human Resources may initiate reconsideration of a classification at any time.

A review is initiated by a written request being received by Human Resources. Normally, a job fact sheet will be completed and submitted within ninety (90) 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 Job Evaluation Committee will convene to consider all requests for reclassifications of all positions currently occupied by members and for all new positions. Human Resources will assign a pay grade for all unposted term positions. The Association will be informed in writing when a classification review has been initiated.

9.3 Review Process

A Joint Job Evaluation Committee will review the duties and responsibilities and assign the pay grade for any review initiated under Article 9.2. The Joint Committee will consist of four members of the bargaining unit and four University representatives. A minimum of four members (two from the bargaining unit and two from the University) will be required for a review. Committee members shall serve up to a maximum of three consecutive years. Human Resources will ensure the Committee membership is staggered in order to maintain continuity and expertise. The Committee will be chaired by a representative from Human Resources. Human Resources will ensure that a job fact sheet is completed. The incumbent (if there is one) and the Out-of-Scope Head or Out-of-Scope Designate will be involved in the completion and accuracy of the job fact sheet. The Committee will determine the pay grade by reviewing the job fact sheet and using the method in place at the time. The decision of the Job Evaluation Committee will be reported to the incumbent (if there is one), the appropriate Out-of-Scope Head or Out-of-Scope Designate and the Faculty Association.

9.4 **Appeals Procedures**

If there is an incumbent, and if the incumbent is dissatisfied with the pay grade assigned to the position, that employee may appeal within 30 days of receiving the official notice of the assigned pay grade. An appeal is in writing, addressed to Human Resources and copied to the Faculty Association. An appeal committee will be struck consisting of three persons: one named by the University, one named by the Faculty Association and a chair who is mutually agreed to. The two appointed by the University and the Faculty Association shall be from the Job Evaluation Committee and will not have been involved in the assigning of the pay grade being appealed.

The incumbent has the right to make a written submission supporting the appeal based on the original fact sheets relating to the position. The Committee has the right to request any material it deems necessary or representation as required. The Appeal Committee may find the position is properly classified or may assign a different pay grade. The Appeal Committee's decision is final.

9.5 **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.

9.6 **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 Human Resources, 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.

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 The duties of an APT member will be consistent with but not limited to those outlined in the position description. The Out-of-Scope Head or Out-of-Scope Designate shall consult with the APT member when initiating changes to the array of duties within a position. The APT member is responsible to the immediate supervisor for the satisfactory performance of the duties, but disciplinary action is subject to Article 13.
- 10.2 Review of performance during the probationary period and annually thereafter will 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 sometimes 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 will accommodate both the University's operational needs and the staff members' right to a reasonable and flexible work schedule. 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 will be entitled to time off in lieu. The time off in lieu will 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.

10.4 **Scheduled Days Off**

APT members will be provided with nine scheduled days off per year on the basis of 0.75 days for each month of service, with eligibility requirements outlined in Appendix H. Scheduled days off entitlement shall be advanced to APT members at the beginning of each July or prorated based on the date of appointment. Scheduled days off will be prorated 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 will be made in lieu of unused time.

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 discuss the matter with the Out-of-Scope Head or Out-of-Scope Designate. The Out-of-Scope Head or Out-of-Scope Designate will 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 the temporary position is for twenty-eight or fewer 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 calendar days, the APT member's salary will be adjusted from the date of reassignment to the greater of:

- (a) the first step in the salary range of the position to which assigned;
- (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 will be adjusted by 8%.

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

Should the University propose that the reassignment extend beyond six months, Human Resources will review the circumstances and, with the mutual agreement of the member, extend the term. Human Resources will 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. The temporary assignment of duties should, normally, not exceed a period of one year.

- 10.7 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.
- 10.8 **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 with no reduction in pay grade, salary, rights, or benefits. Offers by the University to transfer assignments within an 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.
- 10.9 **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 will take place involving the APT member, the appropriate Out-of-Scope Head or Out-of-Scope Designate, and member of the Association's executive. If an arrangement is agreed to by the parties, it will 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.
- 10.10 **Work of Another Bargaining Unit**
APT members are not expected to fulfil the job responsibilities of members of another bargaining unit on a regularly scheduled basis.
- 10.11 **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 will 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.

10.12 **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 will be made known before the APT member decides whether to agree. Such an arrangement will include specified right to return to the original department. A copy of the written agreement will be supplied to the Faculty Association.

10.13 **Outside Activities**

The University recognizes that the APT member's own time may be used as the APT member wishes; however, the APT member shall not engage in outside activities which may compromise ability to perform satisfactorily the APT member's University duties or 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. If there is any reasonable doubt, the APT member should apply to the Out-of-Scope Head or Out-of-Scope Designate in advance. This applies whether the outside activity is to be performed for the University (such as teaching) or for another employer.

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 description and the pay grade of the member. 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 for an interview to discuss the information on the form and the assessment of the member's performance, in relation to the position description. If there are significant changes in the duties and responsibilities from those listed in the job description, these should be discussed, and appropriate action taken. 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 interview at least one week hence shall be arranged 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 Vice-President (Administration) 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 (Administration) 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 (Administration) 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 (Administration) 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 (Administration), 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 position descriptions by Human Resources upon written request. If there is no official position description on file, the Out-of-Scope Head or Out-of-Scope Designate will work in conjunction with the employee and Human Resources to have one completed. The Out-of-Scope Head or Out-of-Scope Designate will ensure the position description is compatible with the information contained in the Job Evaluation Fact Sheet.

ARTICLE 13 - DISCIPLINE

13.1 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 48 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 may request the employee to participate in 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 23.13.

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 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.
- 16.6 **Members With Term Appointments of Less Than One Year**
- 16.6.1 An APT member who does not hold a continuing 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, airmail if necessary, to the last known address of the APT member. Copies of all correspondence to the APT member required by this clause will be forwarded to the Chair of the Association.

ARTICLE 17 - DISCONTINUANCE OF EMPLOYMENT

- 17.1 Should reductions in the number of APT members who hold continuing appointments be necessary because of financial reasons or a reduction in or elimination of an academic program, an affected APT member will be given as much notice as possible, but in no case less than six months. The Association will be consulted throughout the process.
- 17.2 During the notice period the University will make every reasonable effort to reassign the APT member.
- 17.3 Should the University be able to reassign the member and the reassignment is accepted, the following conditions shall apply:
- 17.3.1 If the reassigned position is in a higher pay grade, the APT member will be paid accordingly. If it is in the same or lower pay grade, the pay will remain the same as in the former position.
- 17.3.2 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 17.5.
- 17.3.3 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 continuing basis at a salary determined by the University commensurate with the classification level. The APT member may refuse the offer and elect severance pay as outlined in 17.5. If the APT member accepts the continuing position, all rights to severance pay in respect of the previous position are relinquished.
- 17.4 If the University does not reassign an APT member or if the APT member chooses not to accept the reassignment, employment will be terminated and the APT member will be granted severance pay as outlined in 17.5.
- 17.5 Severance pay is as follows:

For every year of continuous service with the University immediately prior to becoming an APT member, two weeks of pay at the salary rate

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

For every year of continuous service as an APT member, one month's pay at the final salary being received in the position being declared redundant. Partial years are pro-rated, and the time is counted to the date the APT member leaves the redundant position. Subsequent reassignment under the terms of 17.3 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 declared redundant.

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 dependant(s) 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 2/3 days per month (twenty days per year)
- five years of service or more but less than sixteen years of service– 2 1/12 days per month (twenty-five days per year)
- sixteen years of service or more – 2 ½ 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 4/52nds 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, the 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 Vacation leave earnings and usage will be recorded annually in the APT member's file in Human Resources, with interim records being maintained in the APT member's department.

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 Classes

APT members are encouraged to take classes offered by the University of Regina. The work schedule of an APT member may, by mutual agreement between the APT member and the Out-of-Scope Head or Out-of-Scope Designate, be arranged in order to permit a class to be taken during the day.

22.3.1 The tuition and course fees for up to 12 credit hours of credit classes per calendar year, including part-time or full-time graduate fees or the equivalent dollar amount of 12 credit hours as tuition to University of Regina non-credit classes will be paid by the University. This entitlement will be pro-rated by full time equivalency and length of appointment. The APT member will inform Human Resources in writing prior to the beginning of the class. If the class is not successfully completed, the University will deduct the amount of tuition and course fees paid from any monies owing the member, including salary. Tuition will not be paid for with funds from the central fund mentioned in 22.7 below.

22.4 Classes at Other Institutions

In lieu of classes available under Article 22.3, the University may pay the tuition and/or course fees for credit classes 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 class.

Upon successful completion of the course, the University will reimburse the APT member an amount not exceeding comparable University of Regina tuition and/or course fees.

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 an 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. Directed attendance related to an APT member's work will not be paid for with funds from the central fund mentioned in 22.7 below.

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.

The APT member may apply for financial assistance to attend such a program. The written request is to be addressed to Human Resources, with the written recommendation of the Out-of-Scope Head or Out-of-Scope Designate attached. The maximum reimbursement per member per fiscal year is \$850 to cover the costs of travel, hotel and registration. Members shall receive the lesser of the maximum reimbursement or the full amount requested, if funds are available. Funds will be taken from the central fund mentioned in 22.7 below.

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 and will not be funded by the central fund in Article 22.7.

22.7 **Financial Assistance**

The University may provide financial assistance to APT members for educational leave and professional development as specified in this article. The University will provide a sum of \$30,000 per fiscal year to a central fund. Unexpended balances will be carried forward at the end of the fiscal year, limited to an amount which will not increase the balance in the fund to more than \$40,000.

A joint committee consisting of two members appointed by the University and two members appointed by the Faculty Association shall administer the central fund, considering all applications and such factors as the value of the professional development or formal education to the APT member and the University and the employment status and term of service with the University. The Committee is chaired by one of the two APT members on the committee.

Funds will be awarded from the account on the following basis: 66 2/3% on May 1 and the remaining, and any unawarded funds, on November 1. Written applications should be made to Human Resources by April 1 or October 1 outlining the type of educational program or professional

development leave the member is planning during the fiscal year. The Committee will meet in April and October of each year to consider the applications and render their decision. Applications made after the April 1 or October 1 deadline will be reviewed by the Committee at the time they are received. The maximum assistance for those pursuing a university program is reimbursement for tuition that is not covered under 22.3 or 22.4, assistance with book purchase, and travel. The reimbursement for short courses and conferences is outlined in 22.6.2.

Each year on April 1 the University shall provide to the Faculty Association an accounting of the funds disbursed, the individuals who received the funds, the amount dispersed to each individual, description of the professional development, total number of applications for the fiscal year, the applications denied and the reasons for the denial.

- 22.8 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 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

All APT members in continuing, continuing during probationary period or term positions working at least 50% and for a duration of eight months or more must join the pension and benefit plans.

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 Employees Not Eligible for Salary Continuance

Term 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. 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 dependants 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.
- 23.7 **Health Care Spending Account**
In order to support the benefit programs available to APT members, effective the first of the month following ratification a Health Care Spending Account (HCSA) will be provided in the amount of \$200 per member per year to members eligible for benefits. This HCSA will allow APT members to supplement their benefit programs on any item or service allowed as a medical expense.
- 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 commencing for the Fall 2009 semester. 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 **Part-Time Appointments**

APT members with part-time appointments who do not meet the eligibility requirements of Article 23.2 but meet the requirements under the legislation for part-time benefits, will receive pro-rated benefits.

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

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

23.13.2 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.

23.14 **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, or federal 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 worked twenty out of the previous fifty-two weeks. The member may apply for additional leave without pay.
- 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 four weeks 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 wants 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.
- 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 twenty-five 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 27 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 23.13.

ARTICLE 28 - PERSONAL LEAVE

- 28.1 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 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 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 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.

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.

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. These representatives shall then have a further fourteen calendar days in which to select a chair or, failing this, written notice shall be immediately forwarded to the Minister of Labour that they are unable to agree on a chair, and requesting the appointment, as soon as possible, of a chair who is not an employee or an official of the University.

31.9.3 The Arbitration Board shall begin arbitrating the grievance within fourteen calendar days of the Board being constituted. At the hearing(s) of this Board, 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 of the Arbitration Board shall be final.

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

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

31.9.5 The fees and expenses of the Chair 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.

31.9.6 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

- 32.1 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 by reason of age (except for age as provided for in the Academic and Administrative pension plans), ancestry, race or perceived race, creed, colour, place of origin, political or religious affiliation or belief, sex, sexual orientation, marital status, family status, disability, and 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.

- 32.2 **Harassment and/or Discrimination Prevention**

The parties agree that harassment and/or discrimination as defined in the Harassment and Discrimination Prevention Policy of the University of Regina may be the subject of discipline. 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 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 periodically (at least once a year) evaluate its progress towards achieving a representative workforce and report to the Employment Equity Consultative Committee with a copy to the Faculty Association on APT members. The Employment Equity Consultative Committee shall provide advice and consultation to the University regarding the attainment of a representative workforce.

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 9.6. The effective date and salary adjustment that results from a transfer or reassignment shall be determined per Article 17.3.1 or 10.8.

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, 2008 until and including June 30, 2011.
- 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, 2011.
- 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, 2008

Pay Grade	Minimum	Increment	Maximum
1	36,804	7 x 1,609	48,067
2	39,566	7 x 1,729	51,669
3	42,536	7 x 1,860	55,556
4	45,723	7 x 2,000	59,723
5	49,149	7 x 2,147	64,178
6	52,836	7 x 2,309	68,999
7	56,798	7 x 2,481	74,165
8	61,059	7 x 2,669	79,742
9	65,639	7 x 2,867	85,708
10	70,560	7 x 3,083	92,141
11	75,854	7 x 3,316	99,066
12	81,539	7 x 3,562	106,473
Programmer Analysts			
I	44,065	6 x 2,663	60,043
II	52,834	6 x 3,196	72,010
III	63,262	6 x 3,824	86,206

July 1, 2009

Pay Grade	Minimum	Increment	Maximum
1	38,276	7 x 1,673	49,987
2	41,149	7 x 1,798	53,735
3	44,237	7 x 1,934	57,775
4	47,552	7 x 2,080	62,112
5	51,115	7 x 2,233	66,746
6	54,949	7 x 2,401	71,756
7	59,070	7 x 2,580	77,130
8	63,501	7 x 2,776	82,933
9	68,265	7 x 2,982	89,139
10	73,382	7 x 3,206	95,824
11	78,888	7 x 3,449	103,031
12	84,801	7 x 3,704	110,729

Programmer Analysts

I	45,828	6 x 2,770	62,448
II	54,947	6 x 3,324	74,891
III	65,792	6 x 3,977	89,654

July 1, 2010

Pay Grade	Minimum	Increment	Maximum
1	39,807	7 x 1,740	51,987
2	42,795	7 x 1,870	55,885
3	46,006	7 x 2,011	60,083
4	49,454	7 x 2,163	64,595
5	53,160	7 x 2,322	69,414
6	57,147	7 x 2,497	74,626
7	61,433	7 x 2,683	80,214
8	66,041	7 x 2,887	86,250
9	70,996	7 x 3,101	92,703
10	76,317	7 x 3,334	99,655
11	82,044	7 x 3,587	107,153
12	88,193	7 x 3,852	115,157

Programmer Analysts

I	47,661	6 x 2,881	64,947
II	57,145	6 x 3,457	77,887
III	68,424	6 x 4,136	93,240

2. **Movement in Programmer Analysts' Salary Scales**

A Programmer Analyst will be assigned to a pay level as a result of: initial appointment at a specific level, reclassification of position, being the successful applicant for a posted position, or being assigned to temporary performance of higher duties. Increments will be awarded in accordance with Article 35.

3. **Adjustments to Salary Scales**

July 1, 2008 Salary scales to increase by four and one-half (4.5) per cent. For pay grades 1 – 12 one increment is dropped off the bottom of the scale and increments are reduced to seven (7) increments.

July 1, 2009 Salary scales to increase by four (4) per cent.

July 1, 2010 Salary scales to increase by four (4) per cent.

4. **Adjustments to Individual Salaries**

July 1, 2008 Salaries will be increased by four and one-half (4.5) per cent. Range minimums and maximums apply.

July 1, 2009 Salaries will be increased by four (4) per cent. Range maximums apply.

July 1, 2010 Salaries will be increased by four (4) per cent. Range maximums apply.

Upon implementation of the new Classification Plan: An additional 0.75% of salary will be allocated by the University to a fund, to be used to institute agreed upon changes to the classification plan. If, after implementation, position and/or salary adjustments associated with changes to the current classification plan do not require allocation of the full 0.75% of salary, remaining funds will be distributed to all APT members as mutually agreed to by the parties.

5. **Part-Time Appointments**

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

6. **Accountable Professional Expense Accounts**

- 6.1 Effective May 1, 2009 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 \$850 per fiscal year.
- 6.2 Persons who are appointed or whose employment terminates during a fiscal year will have their accounts pro-rated accordingly.
- 6.3 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.
- 6.4 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 three times the current value of the annual account.

APPENDIX B


**MEMORANDUM OF AGREEMENT
APT MEMBERS' PARTICIPATION IN GOVERNANCE**

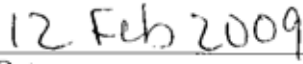
The University recognizes that the knowledge, skills and abilities of APT members enable them to make positive contributions to the governance of the University.

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


Signed on behalf of the Faculty Association


Date


Signed on behalf of the University


Date

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 not 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.

June Hedrew
Signed on behalf of the Faculty Association

Feb 12/09
Date

B. Dakni
Signed on behalf of the University

12 Feb 2009
Date

APPENDIX D


**MEMORANDUM OF AGREEMENT
POST-RETIREMENT BENEFITS**

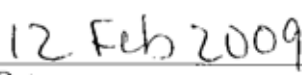
The University and the Faculty Association agree that the Academic and Administrative Benefits Committee (AABC) shall continue to explore other options for providing ongoing health benefits to retired members.

The University and the Faculty Association agree that the current practice which provides post-retirement APT members the option for conversion of benefits to an individual plan without having to undergo a medical examination, should be a consideration when the AABC is marketing the current benefits plan.


Signed on behalf of the Faculty Association


Date


Signed on behalf of the University


Date


APPENDIX E

**MEMORANDUM OF AGREEMENT
PERFORMANCE REVIEW PROCESS**

The parties agree, during the term of this collective agreement, to enter into discussions to improve performance planning and evaluation processes through consultation with the APT members and Out-of-Scope Heads or Out-of-Scope Designates. The consultation committee shall have three representatives named by the Faculty Association and three representatives named by the University. The committee will report its findings to the University and Faculty Association by September 30th, 2009.

Upon agreement of both parties relevant articles within the collective agreement may be reopened following the report of findings from the Committee outlined above.


Signed on behalf of the Faculty Association Date Feb 12/09


Signed on behalf of the University Date 12 Feb 2009

APPENDIX F

Memorandum of Agreement Regarding Procedures for New Classification Plan

In a Memorandum of Agreement contained in the 2005-2008 Collective Agreement, the University and the Faculty Association agreed to develop a new or modified classification plan. A recommendation by the Joint Classification Plan Committee (JCPC) was received on June 17, 2008.

The University and the Faculty Association now agree to proceed towards completion and implementation of a new classification plan for APT employees in accordance with the following:

1. **Reconvene the JCPC:**

In the interests of efficiently utilizing the knowledge, skills and abilities of the existing JCPC, the parties will ask and encourage their representatives on the JCPC to continue in that role.

The University agrees to make appropriate arrangements, as determined by the JCPC member's Out-of-Scope Head or Out-of-Scope Designate, in order to allow the JCPC members to fulfill the JCPC commitments as necessary. The full details of the arrangement will 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.

2. **Duties of the JCPC**

The following duties, and processes involved in completion of duties, are to be documented and submitted to the parties for review and approval:

- a) assist in the initial education and training of members, supervisors and managers on the new plan and the data collection process;
- b) with all identifying information removed from completed Job Evaluation Questionnaires (JEQ) (e.g., current position titles, pay grade, employee names, identification of working unit) assess all positions on level of factors recommended in the JCPC final report;
- c) assign factor weights to the factors recommended in the JCPC's final report;
- d) assign point values to the factors recommended in the JCPC's final report;

- e) based on point totals of all anonymous positions in APT, the JCPC rank order all positions to determine whether a hierarchy, point clustering or both exist. Document and suggest solutions for outlier positions;
- f) JCPC develops natural job clusters, or an organization of clusters, based on point totals, nature of the work, relationships to other positions, etc. If natural job clusters do not make sense then JCPC documents challenges and returns to 2(b) to 2(e) to review and revise process as appropriate. If after further review the JCPC determines that the job cluster approach is unreasonable, the JCPC will document the rationale for this decision and proceed with developing point band breaks;
- g) once there is agreement on natural job clusters or an organization of job clusters, the JCPC develops point band breaks;
- h) with all identifying information returned (current position titles, pay grade, employee names, identification of working unit), review the overall placement of positions within the new classification plan. Document and suggest solutions for outlier positions; and
- i) develop a protocol for plan maintenance.

3. **Data Collection**

In order to develop a comprehensive classification plan for all APT members, all positions should be evaluated based on current assignments. Each APT member will be responsible to submit a completed the Job Evaluation Questionnaire within one month of the completion of all educational sessions provided by the JCPC. If a member does not submit a completed JEQ the information will be gathered from the existing job information and information sought from the manager, Out-of-Scope Head or Out-of-Scope Designate.

On behalf of the parties, Human Resources (with the exception of HR employees on the JCPC) will:

- a) co-ordinate the educational sessions;
- b) distribute the information required for the completion of forms (including the Questionnaires and the Guidebook);
- c) collect the information submitted; and
- d) remove all identifying information (member name, position title and number and any references to working unit) and provide a coded identifier. Member name, position title and number, working unit, pay grade and assigned identifier will be entered into a data file that will be made available to the JCPC upon completion of 2(h).

Collectively Agreeing to Implement Recommendations

The parties agree that the implementation of the recommendations of the JCPC's proposed plan will be subject to the agreement of the parties through collective bargaining.

If the JCPC's recommendations are submitted within 1 year of the signing of this MOA, in the interests of continuity and of efficiently utilizing the knowledge, skills and abilities of the existing Negotiation Committees representing both URFA and Management, the parties will ask and encourage their representatives on these Committees to continue in that role for the purpose of negotiating the JCPC's recommendations regarding this MOA and the revisions on articles that will be impacted by implementing a new classification plan, including Article 9 Classification and Appendix A Salary Scales and any other articles upon mutual agreement.

June Ledrew Feb 12/09
Signed on behalf of the Faculty Association Date

B. Dobni 12 Feb 2009
Signed on behalf of the University Date

APPENDIX G

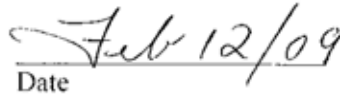
MEMORANDUM OF AGREEMENT

Compilation of List of Memoranda of Agreement

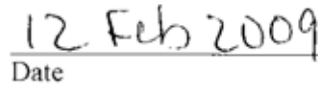
The University and the Faculty Association agree to compile and document the list of all memoranda of agreement between the parties for review.

The compiled list shall be completed by June 30, 2009.


Signed on behalf of the Faculty Association


Date


Signed on behalf of the University


Date

APPENDIX H

ELIGIBILITY FOR SCHEDULED DAYS OFF ARTICLE 10

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

1. Secondment to another employer
2. Secondment to another position within the University
3. Suspensions of less than thirty days
4. Annual Vacation
5. Court Leave
6. Sick Leave
7. Personal Leave except for compassionate care leaves without pay

Scheduled days off would not be earned during the following:

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

June LeDrew
Signed on behalf of the Faculty Association

Feb 12/09
Date

B. Dobni
Signed on behalf of the University

12 Feb 2009
Date


APPENDIX I

MEMORANDUM OF AGREEMENT


**REGARDING ARTICLE 21
PAY-OUT OF CARRIED OVER VACATION ENTITLEMENT**

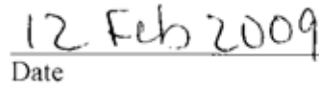
The parties agree that carried over vacation may be paid out to an APT member under the following conditions:

1. On or before April 1st of each year during the course of this collective agreement an APT member may make application to the Out-of-Scope Head or Out-of-Scope Designate to be paid out carried over vacation entitlement.
2. Carried over vacation pay out shall be no less than one week and no more than three weeks during the three year period.
3. The Out-of-Scope Head or Out-of-Scope Designate will respond, in writing, to the APT member requests indicating the amount to be paid with a copy to the Faculty Association and Human Resources.
4. The pay-out of carried over vacation will be at the member's rate of pay in effect at the date of the request.


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 12th day of February 2009.

The University of Regina, represented by:

M. Bender
Chairman of the Board

V. Timmons
President

B. Bohm
Chief Negotiator

L. ...
Committee Member

H. ...
Committee Member

Carlisle ...
Committee Member

...
Committee Member

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

...
Chairperson

Jane ...
Chief Negotiator

Ted ...
Committee Member

M. ...
Committee Member

K. ...
Committee Member

Heather ...
Committee Member

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