

COLLECTIVE BARGAINING AGREEMENT

The University of Regina Faculty Association

~ and ~

COPE Local 397

January 1, 2013 – December 31, 2015

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COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE UNIVERSITY OF REGINA FACULTY ASSOCIATION (URFA)
(THE EMPLOYER)

~ AND ~

CANADIAN OFFICE AND PROFESSIONAL EMPLOYEES
UNION (COPE), LOCAL 397
(THE UNION)

DEFINITIONS

Throughout this Agreement the term:

- Consultation:** shall be meaningful and timely and conducted in a manner that affords the other party an opportunity to affect the intended outcome.
- Employer or the Association:** shall be the University of Regina Faculty Association or URFA.
- Employee:** shall mean any person holding an appointment as defined in Article 7.
- Seniority:** is defined as the length of employment from the date the Employee began work for the Association.
- Supervisor:** shall be the Executive Director or an alternate as designated by the Employer, and refers to the person who, subject to the authority of the Association, oversees the general work of the Association and the Employees.
- Union:** shall mean COPE Local 397, and the Association Employees.
- University of Regina Campus:** shall include all buildings where the University of Regina Faculty Association members conduct their duties.
- Years of Service:**
- a) shall accumulate from the date the Employee began work for the Association and shall include time spent on Union business, career-development leave, personal leave, compassionate care leave, leave upon the birth or adoption of a child, leave for court appearances, leave for a union position.
 - b) normally leave for discretionary purposes will not be counted as years of service unless agreed to, in writing, by the Employer, the Union, and the Employee.

ARTICLE 1 – PURPOSE AND RECOGNITION

- 1.1 The purpose of this Agreement is to maintain a harmonious relationship between the Employer and its Employees; to provide for an amicable method of settling differences which may from time-to-time arise; to promote the mutual interest of the Employer and its Employees; and, to promote and maintain conditions of employment.
- 1.2 1.2.1 The Employer recognizes the Canadian Office and Professional Employees Union (COPE), Local 397, as the exclusive bargaining agent for all Employees of the Employer as identified by the Order of the Saskatchewan Labour Relations Board dated at Regina, Saskatchewan, on the 17th day of March, A.D. 2010 or as may be amended from time to time by the said Board or by mutual agreement of the parties to this Agreement.
- 1.2.2 The Employer acknowledges the right of all Employees to be assisted by Union Representatives in all matters pertaining to working conditions, hours of work, classification, wages, benefits and any other matters.
- 1.3 The Employer agrees to negotiate with the Union, representatives of the Union, or any of its authorized committees concerning any and all matters affecting the relationship between the parties, aiming toward an amicable settlement of any differences that may arise between them.
- 1.4 Union Business
- 1.4.1 The Employer agrees that Employees acting on behalf of the Union may use a reasonable amount of time, subject to operational requirements of the Employer, during regular office hours for the purpose of preparing for and conducting negotiations or union business. Prior notification of absences, in writing, is required. No deduction shall be made in the salary of an Employee selected by the Union for time spent in negotiations, on joint committees, or in the processing of complaints/grievances under the terms of this contract. It is understood that no additional compensation or alternate time arrangements will be undertaken.
- 1.4.2 It is recognized by the parties that Employees, at the request of the Union, may take a reasonable amount of time to attend conferences, meetings and workshops, subject to operational requirements of the Employer. The Employer recognizes the benefit of the Employees participating in these conferences, meetings, and workshops. Subject to prior approval, no deduction shall be made to the salary of Employees who participate.
- 1.4.3 Union representatives shall have access to the Employer's premises for Union business which arises out of the negotiation, renegotiation or administration of this Agreement.
- 1.4.4 Time off for the above-noted purposes shall not be used to disadvantage the Employee.

1.4.5 The Employer will provide space on a bulletin board where members of the bargaining unit are employed and such space will be designated as COPE Local 397 space. The Union will have the exclusive right to use this space to convey information to Employees.

1.4.6 Subject to availability, the Employer agrees to provide the Union with suitable meeting rooms upon request.

ARTICLE 2 – EXISTING PRACTICE/PAST PRACTICE

2.1 All rights, benefits, privileges, and working conditions which all Employees or group thereof now enjoy, receive, possess, or are eligible for shall continue in so far as they are more beneficial than and are not inconsistent with the terms of this Agreement. They may be modified however, by mutual agreement between the parties.

2.2 The Employer recognizes the value of consulting with the Employees prior to the appointment of an Executive Director. **An Employee will be a member of the Search Committee.** All Employees will have access to meet with all interviewed candidates for the position of Executive Director prior to an appointment being made.

2.3 The parties agree that neither the Executive Director nor the Chair of the Faculty Association shall serve on the Employer's bargaining team in any round of collective bargaining.

ARTICLE 3 – UNION SECURITY AND DUES CHECK-OFF

3.1 All Members of the Bargaining Unit shall, as a condition of employment become and remain Members of the Union in good standing, according to the Constitution and By-Laws of the Union. As a condition of employment, all new Employees shall become and remain members in good standing of the Union within thirty (30) days of employment.

3.2 **In each appointment letter,** the Employer shall make available to the Employee the name of their Union Representative as provided by the Union. An Officer of the Union or Representative shall be given an opportunity to orientate each new Employee within regular working hours or by teleconference, without loss of pay, for a maximum of thirty (30) minutes during the first month of employment for the purpose of acquainting the new Employee with the benefits and duties of Union Membership and their responsibilities and obligations to the Employer and the Union.

3.3.1 The Employer shall deduct from the salary of every Employee any dues, initiation fees, or assessments levied by the Union on its Members.

3.3.2 Deductions shall be made from salaries once each month and shall be forwarded to the Treasurer of the Union not later than the 15th day of the next month.

- 3.4 Within two (2) weeks of this Agreement being signed, the Employer shall provide the following information to the Union for each Employee:
- a) name
 - b) address
 - c) job title
 - d) gender
 - e) status (term/permanent, start/end dates)
 - f) salary
 - g) leave (type, start and end dates)
 - h) date appointed to current position
 - i) date of normal retirement, and
 - j) work and home phone number.

Every month thereafter, changes to the above information will be provided to the Union along with the dues deducted from salary for that month.

- 3.5 Persons who are not in the bargaining unit shall not displace any jobs or job duties on a permanent basis which are included in the bargaining unit.

3.6 Correspondence

3.6.1 All union related correspondence between the Union/Employees and the Employer shall be copied to COPE Local 397 and the Executive Director. In the case of electronic communications, all correspondence shall be copied (pc) to cope397@sasktel.net and urfa@uregina.ca.

ARTICLE 4 – LABOUR MANAGEMENT RELATIONS

- 4.1 The function of the COPE Local 397 Faculty Association Liaison Committee includes fostering better communication between the Employer and the Employees, and promoting harmonious relationships by discussing areas of mutual concern.
- 4.2 The Committee shall consist of not more than three (3) members designated by each party.
- 4.3 A maximum of four (4) meetings per year may be called by either party upon two (2) weeks' notice. The notice will include the items to be discussed. Either party may add further items to the agenda. Additional meetings may be called by either party by way of mutual agreement.
- 4.4 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.
- 4.5 Discussions will be informal with **each** party keeping notes as it requires. **The note takers will be responsible for distribution and approval of the discussion summary within two (2) weeks of the meeting having occurred unless otherwise agreed.**
- 4.6 Employees have the right to attend meetings between the Employer and the Union held within working hours without loss of pay.

ARTICLE 5 – NO DISCRIMINATION

- 5.1 The Parties agree there shall be no discrimination with respect to hiring or any terms or conditions of employment by reason of age, race (or perceived race), colour, language, religion or creed, ancestry, place of origin, sex, marital status, family status or responsibilities, place of residence, sexual orientation, personal life style, the exercise of any right recognized in this Agreement or in law or any factor that is not a bona fide condition of employment.
- 5.2 The Parties agree that there shall be no discrimination with respect to hiring or any term or condition of employment, with respect to political affiliation or activity, or membership or activity in the Union.
- 5.3 The Parties agree that there shall be no discrimination in hiring or with respect to any term or condition of employment by reason of family relationship. Employees shall not, however, be involved in any evaluative process or supervisory role involving members of their immediate family.
- 5.4 Consistent with the principles of employment equity, the parties are committed to eliminating or modifying those employment practices, and systems, whether formal or informal, that have an unfavourable effect on the appointment, retention, remuneration, and/or promotion of members of the designated groups (**women, Aboriginal peoples, visible minorities and people with disabilities**).
- 5.5 The Parties agree that in the salary and benefits provisions of the Agreement they shall honour the principle of equal pay for work of equal value.
- 5.6 The Parties agree that there shall be no discrimination, with respect to hiring or any term or condition of employment, by reason of physical or mental disability. The Employer shall accommodate any Employee with a handicap or a disability unless doing so would impose undue hardship on the Employer in accordance with Article 22.
- 5.7 The Parties agree that there shall be no discrimination or reprisal (retaliation) taken against any Employee who has exercised their rights under the *Saskatchewan Human Rights Code* or any Article of this Agreement or any other legislation or law related to the rights of Employees.

ARTICLE 6 – NO HARASSMENT

- 6.1 Commitment
- 6.1.1 The Parties agree that harassment at work or in any situation related to employment is prohibited.
- 6.2 Definition
- 6.2.1 Harassment is any behaviour that demeans, humiliates, intimidates, threatens or embarrasses a person, and that a reasonable person should have known would be unwelcome. It includes actions, comments, or displays. It may be a single or repeated incident, or continue over time.

6.2.2 Harassment includes but is not limited to:

- a) unwelcome remarks, slurs, jokes, taunts, or suggestions about a person's race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, transgender status, age, record of offences, marital status, family status or relationships, or disability (perceived or actual);
- b) unwelcome sexual remarks, invitations, or requests (including persistent, unwanted contact after the end of a sexual relationship);
- c) unwelcome displays of sexually explicit, sexist, racist, or other offensive or derogatory material;
- d) written or verbal abuse or threats;
- e) written or verbal statements that are damaging to an individual's integrity or reputation;
- f) unwelcome practical jokes that embarrass or insult someone;
- g) leering (suggestive staring) or other offensive gestures;
- h) unwelcome physical contact, such as patting, touching, pinching, hitting;
- i) humiliating an Employee in front of co-workers or others;
- j) vandalism of personal property or intentional workplace sabotage;
- k) physical or sexual assault;
- l) conduct and/or behaviour that creates an intimidating, demeaning, or hostile working environment.

6.3 Employers' Responsibilities

6.3.1 The Employer is responsible for providing a safe working environment, free of harassment. The Employer has the responsibility to treat all Employees with respect and shall not engage in any harassing behaviour. The Employer must deal with situations of harassment immediately, whether or not there has been a formal complaint.

6.4 Employees' Responsibilities

6.4.1 All Employees have the responsibility to treat each other, and all Faculty Association members, with respect and shall not engage in any harassing behaviour.

6.5 Faculty Association Members' Responsibilities

6.5.1 Faculty Association members' have the responsibility to treat all Employees with respect. The Employer will ensure that this Article and any documents related to it are made available on the Employer's website. All Faculty Association members' serving as Officers or members on committees will be made aware of their responsibilities in accordance with this Article.

6.6 Complaint and Investigation General Provisions

6.6.1 Agreement on Procedures – The parties agree that the Harassment Complaint and Investigation Procedures set out in Appendix B of this Agreement form part of this Agreement for the purposes of this Article.

6.6.2 Union Representation – At all stages of the investigation, whether formal or informal, all Employees involved shall have Union representation if they wish.

6.6.3 Cost of Complaint Investigation – The Employer agrees to incur the costs of any investigation, mediation or related processes necessary to resolve a complaint under this Article.

6.6.4 Grievances – At any stage of the harassment procedure or as an alternative to the procedure, the Union has a right to file a grievance on behalf of the complainant or respondent pursuant to Article 23 of this Agreement. Where the Union has invoked the grievance procedure, the time limits to file a grievance under Article 23 are waived.

6.6.5 Outside Mediator – If a mediator is appointed pursuant to the Procedures in Appendix B, the mediator must meet the following qualifications:

- a) demonstrated experience as a mediator in human rights/harassment grievances/complaints;
- b) recognized neutrality in dealing with parties to a grievance/complaint;
- c) knowledge of OH&S harassment legislation and human rights law;
- d) knowledge and sensitivity to the issues of harassment including the consequences to harassment victims.

6.6.6 Outside Investigator – If an investigator is appointed pursuant to the Procedures in Appendix B, the investigator must meet the following qualifications:

- a) demonstrated experience as an investigator, with particular preference given to investigators with experience in OH&S harassment investigation;
- b) the same qualifications as those for the Outside Mediator as identified in Article 6.6.5, paragraphs b, c and d.

6.7 Time Limitations

6.7.1 The Employer, with the agreement of the Union, may extend any time limitations in this Article or the procedures identified in Appendix B in accordance with reasonableness, due process and natural justice considerations as well as the Employer's duty to accommodate individuals on the grounds identified in the *Saskatchewan Human Rights Code*.

6.8 Nothing in this Article shall preclude the Employee from seeking redress through the grievance/arbitration procedures of Article 23, or through any other recourse allowed by law.

ARTICLE 7 – APPOINTMENT AND PROBATION

7.1 Employees shall hold one (1) of the following two (2) types of appointments:

7.1.1 Permanent – The appointment will carry an initial probationary period as per Article 7.7 and when such probation has been completed successfully the appointment will be considered permanent.

7.1.2 Term – A term is an appointment that is for a specific term and will terminate on the end date stipulated in the appointment letter. There will be no further commitment, expressed or implied, on the part of the Employer or Employee after the end date of the appointment.

7.2 Part-Time Positions

7.2.1 A position may be stipulated as part-time in which the Employee works less than full days **or** full weeks with working arrangements stipulated in the appointment letter. If a position is not stipulated as part-time, it is assumed to be full-time.

7.3 New Positions in the Bargaining Unit

7.3.1 When the Employer decides to create a new position it shall inform the Union and provide a job description which includes the supervisor's title, the title of the position, areas of responsibility, qualifications required, the hours of work and the Employer's view of whether or not the position should be in-scope. The Union will, within ten (10) working days, respond to the Employer either a) agreeing with the scope of the position, or b) requesting further details from the Employer, or c) disagreeing with the Employer's view on the scope of the position. Should the parties not agree on the proposed scope of the position, they shall proceed to the Saskatchewan Labour Relations Board for a decision.

7.4 Advertising and Recruitment

- 7.4.1 Once a position has been assigned to the bargaining unit, **and unless otherwise agreed in writing by the Union**, the Employer shall post the position internally, with a copy to the Union, and allow five (5) working days for any internal applications. The posting shall contain the following information: position title and classification; responsibilities, duties, skills, qualifications and experience required; salary scale; and, in the case of term positions, length of term. Stated qualifications will not be unreasonably restrictive.
- 7.4.2 During the posting period, an Employee may make written application for the position to **the** Executive Director. Employees who apply before the end of the posting period will be interviewed. Preference will be given to appointing a qualified applicant from the Union to the position. Should more than one (1) Employee be deemed to have comparable qualifications, the deciding factor shall be seniority.
- 7.4.3 Letters will be sent to all unsuccessful Employees by the Executive Director stating the reason(s) they were not successful. At an Employee's request, a follow-up interview shall be granted with the Executive Director.
- 7.4.4 If an offer of appointment is to be made to an Employee, the Employee 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.
- 7.4.5 The Employer may advertise externally and shall only consider external applicants after it has been determined that all internal applicants are not qualified for the position and **they have been informed**.
- 7.4.6 If no qualified applicant is available for a posted position and the Employer is prepared to consider an applicant with lower qualifications or to provide a suitable training period, the Employer 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.
- 7.5 Appointment Information – Before an appointment to a position in the bargaining unit is to be made, the Union will be provided with reasonable written information concerning the proposed appointment. If the Union expresses any concerns regarding the appointment, these will be addressed before an official appointment letter is issued.
- 7.6 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 Union stipulating the title, commencement date, classification, and starting salary and, in the case of term appointments, end date and nature of appointment. A copy of the job description will be enclosed for the Employee. If it is a permanent appointment, it will be so indicated and the applicable probationary period will be stated. In the case of internal appointments, the letter shall indicate whether a leave of absence has been granted from the current position. If it is a term appointment it will be so indicated and the termination date will be stated. If the position is part-time the working arrangements will be specified. Letters of appointment will request that the applicant provide the Executive Director with a written letter of acceptance.

7.7 Probation

- 7.7.1 All appointments other than term will have probationary periods of twelve (12) months. However, should a position with a term appointment change and require a permanent appointment, with no significant change in duties and responsibilities, and should the 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.
- 7.7.2 When an Employee who holds a term or permanent position is appointed to another position within scope of **the** bargaining unit, the Employer may waive some or all of the twelve (12) month probationary period. This will be discussed with the Employee at the time of appointment, and stated in the letter of appointment.
- 7.7.3 An Employee who holds a permanent appointment and accepts another position in the bargaining unit shall have the right of reversion to their previous position for a period of three (3) months. The Employee will give the Employer at least one (1) month's notice of their intent to revert to their previous position.
- 7.7.4 When an Employee exercises the right of reversion, the current incumbent will have their appointment terminated and will be given one (1) month's notice or pay in lieu of notice.
- 7.7.5 However, in the event that the Employee fails to meet acceptable standards pertaining to the new position within the probationary period, the Employee will return to the previous position. The incumbent in the position will be given fourteen (14) days' notice or pay in lieu if the incumbent has been in the position for less than fifteen (15) weeks. If the incumbent has been in the position for fifteen (15) weeks or longer, one (1) month's notice will be given or pay in lieu of notice.
- 7.7.6 Evaluation of Performance during the Probationary Period
- a) Any concerns that may have a negative impact on the Employee's successful completion of probation must be shared with the Employee immediately. The Executive Director and Employee will discuss ways of addressing these concerns.
 - b) Periodically during probationary appointments (at least every three (3) months) the performance and progress will be evaluated and discussed with the Employee. If the Employee requests it, the evaluation will be confirmed in writing to the Employee **and a copy will be placed on the Employee's official file.**
 - c) After a probationary review if it can be clearly demonstrated that the Employee is not performing the job satisfactorily, the appointment will be terminated. Fourteen (14) days pay in lieu of notice will be given if the incumbent has been in the position for less than fifteen (15) weeks. If the incumbent has been in the position for fifteen (15) weeks or longer, one (1) month's pay in lieu of notice will be given.

- d) At least one (1) month before the expiration of the probationary period, the Employee's performance will be reviewed by the Employer who will indicate that:
 - i) the appointment will be made a permanent one;
OR
 - ii) the probationary period will be extended once only for a period of up to three (3) months;
OR
 - iii) the appointment will be terminated.
- e) At least one (1) month prior to the expiration of an extended probationary period the Employee's performance will be reviewed by the Employer who will indicate that:
 - i) the appointment will be made a permanent one;
OR
 - ii) the appointment will be terminated.
- f) Prior to the expiration of the probationary period the Employer will notify the Employee in writing of the decision, with a copy to the Union. The decision not to grant permanency is grievable under the terms of this Agreement.

7.8 Term Appointments

7.8.1 Employees may be appointed on a term basis as a replacement for a permanent Employee on leave, as provided under the terms of this Agreement.

7.8.2 In addition, Employees may be appointed on a term basis in the following cases for up to a maximum of two (2) years:

- a) to fill position(s) funded by outside agencies (soft money); or**
- b) after meaningful consultation with the Union, to fill position(s) which are designated by the Employer as temporary or experimental.**

7.8.3 Leave From a Permanent Position to Take a Term Position – An Employee who holds a permanent position and is offered a term appointment may apply to the Employer for a leave of absence for the length of the term. Requests for leave may only be denied for bona fide operational requirements. A decision on such a request will be provided prior to the Employee making a decision to accept the proposed appointment. Should the leave be granted the member shall have the right of reversion to their permanent position during the term appointment upon one (1) 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 the Employee may elect to take a one (1) year leave of absence without pay, during which the Employee may elect to maintain benefits at the Employee's cost. Should a suitable position become available during the year the Employee will be transferred into it, as above. Should no such position become available by the end of the leave of absence the Employee's employment will be terminated.

- 7.8.4 Renewal of Term Appointments – Term appointments may be renewed by means of a further letter of appointment from the Employer, sent to the incumbent, with a copy to the Union. When the incumbent has been in a position for **two (2)** consecutive years **with the exception of Article 7.8.1**, the duties will no longer be carried out on a term basis and the incumbent's appointment shall become permanent.
- 7.8.5 Performance during a Term Appointment – Periodically during the first year of the term appointment (at least every three (3) months) the performance and progress will be evaluated and discussed with the Employee. If the Employee requests it, the evaluation will be confirmed in writing to the Employee.
- 7.8.6 Unsatisfactory Performance During a Term Appointment – Term appointment does not have a probationary period and the appointment may be terminated at any time if it can be clearly demonstrated the Employee is not performing the job satisfactorily. Fourteen (14) days' pay in lieu of notice will be given if the incumbent has been in the position for less than fifteen (15) weeks. If the incumbent has been in the position for fifteen (15) weeks or longer, one (1) month's pay in lieu of notice will be given.
- 7.8.7 Early Termination of a Term Appointment – The duration of a term appointment may be reduced if the appointment was made to replace an Employee on leave. Fourteen (14) days' notice or pay in lieu will be given if the incumbent has been in the position for less than fifteen (15) weeks. If the incumbent has been in the position for fifteen (15) weeks or longer, one (1) months' notice will be given or pay in lieu.

ARTICLE 8 – JOB CLASSIFICATION

- 8.1 For the purposes of salary, there are two (2) main job types: Type 1 – Professional and Type 2 – Administrative, each with one (1) or more positions **and levels**. Each position shall be assigned within this structure and shall have its own salary range as outlined in Appendix A. **Any changes to this structure must be negotiated between the parties.**
- 8.2 Any party, the Employer, the Employee, or the Union, can initiate a review of any position for the purpose of reclassification. Any salary adjustment as a result of reclassification shall be retroactive to the date the review was initiated. No Employee will receive a lower salary as a result of reclassification.
- 8.3 When establishing job descriptions, the Employer shall consult with the Union and the Employees. Any subsequent changes to the job descriptions shall include consultation with the affected Employee(s) and the Union.

- 8.4 New positions to the bargaining unit shall be assigned to a classification and salary scale following negotiation with the Union prior to posting the position.
- 8.5 At least every three (3) years, a joint union/management committee shall review the classification plan to maintain relevancy. This joint committee will make recommendations on changes to the classification plan to the parties for their consideration.

ARTICLE 9 – ASSIGNMENT AND PERFORMANCE OF DUTIES

- 9.1 The duties of an Employee will be consistent with but not limited to those outlined in the job description. The Employee is responsible to the immediate supervisor for the satisfactory performance of duties, but disciplinary action is subject to Article 19.
- 9.2 Any evaluation of performance will be based on assigned duties.
- 9.3 Hours of Work
- 9.3.1 The regular work week shall consist of thirty-seven and one-half (37.5) hours, divided into five (5) days from Monday to Friday inclusive. The regular working day shall consist of seven and one-half (7.5) hours, between the hours of 7:00 a.m. and 5:30 p.m. inclusive.
- 9.3.2 Flexible hours shall apply. Employees shall have the right to choose a seven and one-half (7.5) hour block of time between the hours of 7:00 a.m. and 5:30 p.m. subject to approval by the Executive Director. In any conflict of hours between Employees, the senior Employee shall have preference. The Union acknowledges that the Faculty Association office hours are 8:00 a.m. to 4:30 p.m.
- 9.3.3 The parties recognize that because of the nature of their duties Employees may sometimes need to work outside regular daily operating hours or for more than thirty-seven and one-half (37.5) hours in a regular work week to meet the particular needs of the Faculty Association. All time worked in excess of the regular hours shall be considered as overtime and shall be recorded at the rate of one and one-half (1.5) times the time worked. Generally, overtime will be taken as time-in-lieu. Employees shall consult with the Executive Director prior to working more than the required number of hours in a week or day. Should the Executive Director decline overtime, **the** Executive Director shall adjust workload for the Employee.
- 9.3.4 Whenever an Employee intends to take compensatory time off, the Employee shall give the Employer reasonable notice of the proposed dates. The time off shall be taken with the consent of the Employer and shall be subject to the requirement that the effective operation of URFA be maintained.

9.4 Workload

9.4.1 When an Employee believes that the workload, balanced over a reasonable period of time, is excessive the Employee and Executive Director shall discuss the matter and determine a satisfactory resolution. The resolution shall be provided in writing to the Employee by the Executive Director. No other Employee shall be negatively affected by the resolution.

9.5 Temporary Assignment of Duties

9.5.1 In some circumstances and with mutual agreement of the Employee, the Employer may assign an Employee to take on additional duties from another position or a special project, for a limited period of time not to exceed six (6) months. The Employee's salary will be adjusted from the date of assignment to the greater of the range minimum of the salary grid to which assigned or an additional **fifteen** per cent (**15%**) of salary.

9.6 Part-Time Appointment

9.6.1 Any Employee may apply for a part-time appointment for a limited term or on an on-going basis. This application shall be made in writing with a copy to the Union.

9.6.2 The Employer's response, including any special terms, shall be communicated to the Employee in writing with a copy to the Union within fifteen (15) working days of the application. The Employer shall provide reasons in writing in the event the application for the appointment is refused.

9.6.3 a) Employer Pension contributions for an Employee on a part-time appointment under this Article shall be pro-rated to the amount of time worked.

b) **Employer Benefit contributions for an Employee on a part-time appointment under this Article shall be in accordance with the plan.**

9.6.4 Part-time appointments will not lead to contracting out of work of the bargaining unit. However, the Employer may hire part-time term Employees under Article 7.

9.6.5 An Employee on a limited term appointment under this Article may return to full-time status at any time by providing four (4) week's notice in writing to the Executive Director with a copy to the Union.

9.7 Job Sharing and Other Arrangements

9.7.1 An Employee may make written application to the Executive Director concerning other arrangements such as job sharing. If an arrangement is agreed to by the parties, it will be documented and signed by the Employee, the Employer and the Union.

9.8 Secondment to Another Employer

9.8.1 With the written agreement of the Employee, the Employer may arrange to second the services of a member to another Employer. The full details of the arrangement will be made known before the Employee decides whether to agree. Such a contractual arrangement does not alter the normal Employee-Employer relationship between the Employee and the Employer.

9.9 Entry and Re-entry of Employees from Excluded Positions

9.9.1 An Employee who is appointed on a temporary basis to a position excluded from the Union shall cease membership and discontinue paying dues for the duration of the appointment provided the appointment is for more than thirty-one (31) calendar days. At the termination of the appointment to an excluded position, the Employee shall automatically revert to the former position, become eligible for Union membership, will commence paying dues and will have all rights and privileges (which are possible at the time) as if having been a Union member continuously throughout the period of appointment to the excluded position. Performance in the excluded position shall not negatively impact the Employee's return to their in-scope position, nor shall it form any part of the Employee's in-scope file.

ARTICLE 10 – OFFICIAL FILE

10.1 Each Employee shall have only one official file. The Executive Director or designate shall be responsible for maintaining the privacy and confidentiality of the official files and records of all Employees including excluded staff. Only information related to the employment of an Employee and necessary for the administration of this Agreement shall be placed in the file.

10.2 All material held by the Employer pertaining to each Employee shall be included in the Employee's individual official file, and each Employee shall be given a copy by the Executive Director of any additions made to the file at the time the material is added.

10.3 No anonymous material shall be contained in an Employee's individual official file or used in any evaluation or other procedure under this Agreement.

10.4 10.4.1 Each Employee and, with the Employee's written consent, a Union Representative, shall have access to the individual official file.

10.4.2 An Employee's official file shall not be revealed to anyone other than the Executive Director, without the express written consent of the Employee. Prior notice shall be given to the Employee whose file has been requested. The notice shall be provided in writing and shall include the reason the file is being accessed.

10.5 The Employer agrees not to use, in any grievance or arbitration proceeding, any record or document of which the Employee has not been made aware prior to the commencement of such proceeding.

- 10.6 An Employee shall have the right to copy any document in their official file, at the Employer's expense.
- 10.7 An Employee shall have the right to add any comment or document to the official file.

ARTICLE 11 – EVALUATION

- 11.1 **Upon the election of either the Employee or the Employer, there shall be an annual evaluation of the Employee's work performance based on the previous calendar year. Unless otherwise agreed to in writing each evaluation will be completed by June 30th. The Employee or the Employer will advise each other in writing by April 30th of each year if an evaluation is being requested. A copy of the evaluation will be placed on the Employee's official file.**
- 11.2 The purpose of the evaluation is to provide the Employee with an honest and fair assessment of performance. It is understood that such feedback will provide the Employee with information on which to base further training and/or education, and the opportunity to assess career paths and goals. The persons involved in evaluation recognize that the process depends upon honesty and fairness. All persons involved in the evaluation 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.
- 11.3 Evaluations will not be used to discipline any Employee.
- 11.4 Any disputes arising from this process are subject to the grievance procedures contained in Article 23.
- 11.5 Consultation with the Employees shall occur prior to the introduction or amendment of any tools and/or processes used for evaluation.

ARTICLE 12 – PARTICIPATION IN COURSES OF STUDY, CONFERENCES AND WORKSHOPS

- 12.1 The Employer recognizes that educational advancement and professional development of its Employees is of mutual benefit, and therefore will provide career counselling, leaves and assistance as outlined below.
- 12.2 Career Counselling – The Executive Director will, upon request, meet with an Employee to discuss current and/or future career possibilities and the additional training required to prepare the Employee for professional advancement. The Executive Director may refer the Employee to other sources for additional counselling.
- 12.3 University of Regina Classes – Employees are encouraged to take classes offered by the University of Regina. The work schedule of an Employee may, by mutual agreement between the Employee and the Executive Director, be arranged in order to permit a class to be taken during the day.

12.3.1 The tuition and course fees for up to twelve (12) credit hours of credit classes per calendar year, including part-time or full-time graduate fees or the equivalent dollar amount of twelve (12) credit hours as tuition to University of Regina non-credit classes will be paid by the Employer. This entitlement will be pro-rated by full-time equivalency and length of appointment. The Employee will inform the Executive Director in writing prior to the beginning of the class. If the class is not successfully completed, the Employer will deduct the amount of tuition and course fees paid from any monies owing the Employee, including salary.

12.3.2 Classes at Other Institutions – In lieu of classes available under Article 12.3, the Employer 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 Employee and the Employer. The Employee will make the request to the Executive Director, in writing, prior to the beginning of the class. Upon successful completion of the course, the Employer will reimburse the Employee an amount not exceeding comparable University of Regina tuition and/or course fees.

12.4 Educational Leave

12.4.1 In order to pursue studies for a University degree on a full-time basis, an Employee may be granted leave of absence without pay for a period of up to one (1) year, renewable upon application to a maximum leave of two (2) 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 Executive Director at least six (6) months before the leave is to commence.

12.4.2 In exceptional circumstances, upon agreement between the Employer and the Employee, the time limits may be waived. This will be confirmed in writing.

12.5 Professional Development

12.5.1 Directed Attendance – When an Employee 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 Employee and, as far as practical, taken during regular working hours.

12.5.2 Short Courses and Conferences

- a) Employees may apply to the Executive Director for permission to attend job-related seminars, short courses, conferences or similar programs. If leave is granted, it shall be with pay.
- b) The staff member may apply to attend such a program. The written request is to be addressed to the Employer with a written recommendation from the Executive Director attached.

- c) If attendance requires travel, the Employer shall cover all expenses incurred by the Employee in accordance with the rates stipulated by URFA. Attendance at short courses and conferences shall be considered the Employee's work for the period of time during which attendance is required. The Employee shall submit a written report concerning these activities.
- d) Time spent at short courses and conferences on weekends shall be reimbursed to the Employee at straight time.

12.5.2 Professional Development Leave

- a) The Employer will give consideration to applications from Employees with more than one (1) year of service in an Association position for leaves of up to twelve (12) months for special purposes which will enhance the Employee's professional development at the Association. Such leaves may not formally be used for studies leading to a university degree. The application including an outline of the proposed use of the leave is to be submitted to the Employer with a copy to the Executive Director, as follows: for a leave of one (1) month or less, the application should be made two (2) months in advance; for longer leaves the application should be made six (6) months in advance.
- b) The amount of the Employer's assistance will be calculated as follows: ten per cent (10%) of the Employee's gross salary multiplied by the Employee's number of years of service to a maximum of one hundred per cent (100%) of the salary.
- c) After the leave, the Employee is required to return to work for the number of months which equals the total financial assistance received during the leave divided by the Employee's monthly gross salary.

12.6 Financial Assistance – The Employer may provide financial assistance to an Employee for educational leave and professional development as specified in this Article. A written application is made to the Employer outlining the type of educational program or professional development leave the Employee is planning. Normally, the maximum assistance for those pursuing a university program is reimbursement of tuition, assistance with book purchases, and travel. The tuition reimbursement is outlined in Article 12.3, and the reimbursement for short courses and conferences is outlined in Article 12.5.2.

12.7 The time requirement for notice under this Article may be waived by mutual agreement between the parties.

12.8 Conference of Faculty Association Staff (COFAS)

12.8.1 Attendance at the COFAS is for the purposes of professional development. The Employer agrees that at least **two (2)** Employees shall be entitled to participate in, and attend, the COFAS annually.

12.8.2 The Employer shall assume the costs for registration fees, travel, accommodation, meals and incidentals, in accordance with rates established by the URFA Travel Policy.

12.8.3 Time spent at the conference on weekends shall be reimbursed to the Employee(s) at straight time.

ARTICLE 13 – HEALTH AND SAFETY

13.1 The Employer recognizes its responsibilities under health and safety legislation. It is understood that unforeseen circumstances may adversely affect the physical environment within the Faculty Association office. The Employer will undertake measures to deal with such circumstances as soon as practical.

13.2 The Employer shall ensure, insofar as is reasonably practicable, that the video display terminal and associated work station and furniture are designed, constructed, maintained and operated in a manner that minimizes physical and visual demands on Employees.

13.3 In accordance with Appendix D of this Agreement, the Employer and the Union agree to establish a Health and Safety Policy and Procedures document.

ARTICLE 14 – ELECTRONIC SURVEILLANCE AND PRIVACY

14.1 Electronic surveillance shall not be used for monitoring individual work output. The Union shall be advised, in writing, of the location and purposes of all electronic surveillance devices and the reason for installation of such equipment.

14.2. Employees shall not be put under surveillance except when a temporary camera installation is required specifically to capture inappropriate and/or unlawful behaviour arising from a history of such behaviour at that site, or situations of danger and threats to the University community. This includes non-electronic surveillance, electronic eavesdropping or video cameras, and any kind of computer surveillance or other devices.

14.3 The parties agree that Employees have the right to privacy in the contents of their personal and professional communications, and in the contents of the files they maintain, whether these communications and files are on paper or in electronic form. The parties shall undertake to respect that right to the extent reasonably possible, subject to applicable legislation.

14.4 The Employer shall release personal information from an Employee's files to a third party only as required for legitimate administrative needs, as provided by law, as permitted by this Agreement, or with the prior consent of the Employee.

ARTICLE 15 – PENSION AND OTHER BENEFITS

15.1 Pension Plan

15.1.1 The Employer agrees to provide to the Employees the benefits of the CAUT Staff Pension Plan and this Plan shall be considered to be part of this Agreement. In addition, the Employer agrees to continue paying a top-up into the Plan at the rate of an additional three per cent (3%) of Employee Salary.

15.1.2 Employees of the bargaining unit are required to join the plan on the first day of any month after completing the waiting period as stipulated in the plan.

15.2 Group Benefits

15.2.1 The Employer agrees to provide to the Employees the group benefits of the CAUT Group Benefits Plan and this Plan shall be considered to be part of this Agreement. The Employer shall pay one hundred percent (100%) of the premiums associated with this Plan.

15.3 Sick Leave

15.3.1 Sick leave is accrued at the rate of one and one-quarter ($1\frac{1}{4}$) days per month and is cumulative. When sick leave credits are utilized, the Employee receives full salary from the Employer up to one hundred and eighty (180) days. However, after seven (7) calendar days the Employee will apply for short-term disability benefits under the CAUT group benefit plan. The Employer will top-up to full salary to the end of the accumulated sick leave credits at a pro-rated amount depending on the amount received from the benefits supplier.

15.3.2 a) During sick leave and while receiving top-up, pension and benefits will be subject to the provisions of the pension and benefits plans.

b) During sick leave and while receiving top-up, vacation and sick leave will continue to be earned as if receiving full salary from the Employer.

15.3.3 Employees who work beyond the normal retirement date and are **not** eligible for **long-term** disability under the terms of the Group Benefits Plan, **and** whose disability or illness extends beyond **one hundred and eight (180) days shall have the ability to** take an **additional** unpaid leave of absence for up to one (1) year.

15.4 Vacation

15.4.1 An Employee shall receive vacation with pay in accordance with the Employee's years of employment in the bargaining unit as follows:

a) Less than five (5) years service – $1\frac{2}{3}$ working days per month (twenty (20) days per year).

- b) Five (5) years of service or more but less than sixteen (16) years of service – 2 ¹/₁₂ working day per month (twenty-five (25) days per year).
- c) Sixteen (16) years of service or more – 2 ¹/₂ working days per month (thirty (30) days per year).

15.4.2 Employees working part-time will have their annual vacation pro-rated.

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

15.4.4 The vacation year is May 1 to April 30. It is the responsibility of the Executive Director to ensure that a vacation may be taken annually by the Employee. When possible, the vacation shall be planned in accordance with the wishes of the Employee.

15.4.5 Employees must use vacation yearly according to the provisions of this Article. Any vacation entitlement remaining when the Employee terminates employment shall be paid out. Vacation that has been used in excess of an Employee'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.

15.4.6 Unused vacation will be carried over into the next fiscal year. Except in unusual circumstances, the carried over vacation will be used in the year into which it is carried over into.

15.4.7 Vacation leave earnings and usage will be recorded annually in the Employee's official file.

15.5 Paid Holidays and Earned Days Off

15.5.1 The Employer recognizes the following as paid holidays:

- a) Christmas Eve **Day** to New Year's Day inclusive
- b) Family Day (Saskatchewan)
- c) Good Friday
- d) Victoria Day
- e) Canada Day
- f) Saskatchewan Day
- g) Labour Day
- h) Thanksgiving Day
- i) Remembrance Day

15.5.2 Earned Days Off – Ten (10) Fridays in the months of June, July and August (the beginning and end dates of the ten (10) Fridays in the summer shall be determined by mutual agreement each year).

15.6 Health and Wellness Account

15.6.1 In order to support the health and wellness of Employees, effective the first of the month following ratification of this Agreement, a Health and Wellness Account (HWA) will be provided in the amount of two hundred dollars (\$200) per member per year **to those Employees who have been employed for six (6) months or more. Funds not used shall be accrued up to a maximum of three (3) years.**

15.7 Comprehensive Health and Fitness Assessment

15.7.1 Employees **who have been employed for six (6) months or more** will be entitled to an annual assessment at the Dr. Paul Schwann Applied Health and Research Centre at the University of Regina. The Employer shall pay the cost of the yearly assessment.

ARTICLE 16 – LEAVES

16.1 General

16.1.1 It is understood that unless otherwise specified, all leaves authorized by this Agreement are without loss of seniority, benefits and salary.

16.1.2 Leaves with pay as specified in this Article may be granted to an Employee when the Employee is on other paid leaves of absence, including sick leave and vacation.

16.1.3 Leaves with pay as specified in this Article shall not apply when an Employee is on an unpaid leave of absence.

16.1.4 Leave with pay shall be granted for compulsory quarantine (with a doctor's note) up to twenty-one (21) days. For the purpose of this Article, quarantine is defined as the period of isolation decreed to control the spread of infectious disease.

16.1.5 Employees shall be allowed four (4) consecutive hours of leave with pay before the closing of polls in any federal, provincial, or municipal election or referendum.

16.1.6 For unpaid leave of thirty-one (31) days or fewer, Employee benefits coverage and payments by the Employee and the Employer remain the same.

16.1.7 If the **unpaid** leave is for more than thirty-one (31) days, the following applies:

- a) Pension Plan – **The Employee** may continue **to make contributions to the plan** in accordance with the terms of the plan. **Arrangements must be made with the plan administrators prior to commencing the unpaid leave.**
- b) Life Insurance – The Employer will maintain the basic coverage **of** any Employee on leave.

- c) Extended Health Care Plans (excluding Life Insurance) – The Employee may continue coverage by pre-paying the appropriate premium in accordance with the provisions of the plans.

16.1.8 Vacation and sick leave credits will not accrue during a leave of absence without pay. The Employee will accumulate years of service used for calculating vacation entitlement, retirement allowance, and severance.

16.2 Personal Leave

16.2.1 An Employee may be granted leave of absence with pay for up to five (5) working days by the Executive Director 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 Executive Director, in writing. In an emergency the application may be made verbally and confirmed subsequently in writing.

16.2.2 Every effort will be made to accommodate Employees who require time away from work to observe religious events of recognized faiths. Employees taking leave for this purpose are requested to inform the Executive Director in writing and provide information detailing coverage of their duties during this period.

16.3 Compassionate Care Leave

16.3.1 Employees may apply to the Executive Director for compassionate care leave of up to six (6) weeks without pay. The application shall be in writing and shall state why the Employee 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.

16.3.2 Leaves for longer periods may be granted. The Employee may be eligible for Employment Insurance Compassionate Care Benefits from Human Resources and Skills Development Canada.

16.3.3 Care of a Family Member

- a) An Employee may request to restructure their duties in order to provide Care to a Family Member. Reasonable requests to restructure duties under this Article shall not be denied, and the Employee will continue to maintain all salary and benefits.

16.4 Leave Upon the Birth or Adoption of a Child

16.4.1 Employees are entitled to maternity, adoption/parental leave for a combined period of up to twelve (12) months after having worked twenty (20) weeks out of the previous fifty-two (52) weeks. The Employee may apply for an additional leave without pay.

16.4.2 The Employer shall provide leave and Supplementary Employment Benefits (SEB) as follows:

- a) The Employee shall receive one hundred per cent (100%) of salary during the first two (2) weeks of the maternity, adoption/parental leave.
- b) Provided the Employee is in receipt of employment insurance benefits, the Employee will receive the difference between the employment insurance benefits received and ninety per cent (90%) of the Employee's earnings for the remainder of the period to a maximum of fifty-two (52) weeks.
- c) 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 (100%) of the pre-leave earnings.
- d) The Employee's vacation leave at the time the leave commences shall be retained to the Employee's credit and will continue to accumulate in the normal fashion during the fifty-two (52) 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 16.1.7.

16.4.3 Leave may be taken at the Employee's discretion before and after the birth or adoption of a child. An Employee shall give the Employer at least four (4) weeks' notice of the date the leave is to begin. The notice period shall not apply if the Employee 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 Employee and the Employer.

16.4.4 At the termination of the leave, the Employee will return to the Employee's normal duties. In the event that the Employee wants to return early from this period of leave, the Employee shall give the Employer at least one (1) month's notice if the Employee has been on leave for longer than fifteen (15) weeks and at least one (1) week's notice if the Employee has been on leave for less than fifteen (15) weeks.

16.4.5 Nothing in this Article shall prevent an Employee from claiming sick leave.

16.5 Leave to Seek Nomination or Election and to Hold Political Office

16.5.1 Upon written request to the Executive Director, an Employee 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.

16.5.2 The Employee will inform the Executive Director when deciding to seek candidacy and shall make every attempt to give the longest possible notice and shall actively cooperate in arrangements for the uninterrupted continuation of the Employee's work.

16.5.3 The leave may be partial or complete depending upon the requirements of the Employee's responsibilities. The leave will be for a specific term and may be renewed.

16.5.4 At the expiration of the leave, the Employee may return to employment with the Employer 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 with the Employer, with service counting up to the date the leave commenced. In the case of partial leave service time will be pro-rated.

16.6 Leave for Court Appearances

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

16.7 Leave for a Union Position

16.7.1 An Employee who is elected or selected for a position with the Union or any labour body with which the Union is affiliated, and requires a leave of absence shall receive such leave. The terms and conditions of this leave of absence will be negotiated between the Union, the Employee and the Employer.

16.7.2 At the expiration of the leave, the Employee shall return to the former position with full pay and benefits as provided under this Collective Agreement.

16.8 General Leave of Absence Without Pay

16.8.1 Leave of absence without pay for periods of up to one (1) year may be granted for good and sufficient reason. Reasonable requests for a leave of absence without pay shall not be denied.

16.8.2 Applications for leave of absence without pay stating the reason will be submitted in writing to the Executive Director with a copy forwarded to the Union. For leaves of five (5) days or less, the application shall be submitted at least two (2) weeks in advance. For leaves of more than five (5) days the application shall be submitted at least two (2) months in advance. The Executive Director will respond to the application in writing in a timely manner.

16.8.3 An application may be made to extend a leave for up to one (1) further year by following the procedures in Article 16.8.2. The maximum leave is for two (2) consecutive years.

16.8.4 The time requirements for notice may be waived by the Executive Director.

16.9 Deferred Salary Leave Plan

16.9.1 Employees may apply to participate in the Deferred Salary Leave Plan in accordance with the conditions set forth in the regulations governing the University of Regina Deferred Salary Leave Plan. These regulations are subject to mutual agreement between the Employer and the Union.

ARTICLE 17 – RETIREMENT

17.1 An Employee who proposes to retire shall give as much notice as possible but not less than three (3) months notice in writing to the Executive Director. Timelines may be waived with mutual agreement.

17.2 17.2.1 An Employee with at least ten (10) years of continuous employment with the Employer, who retires from the Employer and does not receive any other special arrangements or payments from the Employer, will be granted a retirement bonus as follows:

- a) two (2) months pay for the first ten (10) years of continuous service, plus
- b) two tenths (0.2) months pay for each additional year of continuous service.

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

17.3 Special Arrangements, Early Retirement and Graduated Retirement

17.3.1 Special Arrangements and Early Retirement

- a) The Employer may propose a plan to an Employee or to a group of Employees whereby the Employee(s) employment may be discontinued in accordance with a special arrangement, including a suitable financial settlement. Any offer shall be without prejudice. An Employee may submit a request to the Employer to initiate such an arrangement.
- b) The Employer will keep the Union, 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.
- c) Whenever the Employer formally proposes a plan for discontinuance of employment under this Article, it shall inform the Union in writing of the terms of the offer.

17.3.2 Graduated Retirement

- a) The Employer, or an Employee who holds a permanent appointment may request a graduated retirement arrangement.

- b) 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 Employee would retire at the conclusion of the agreed upon term. The Employer and the Employee may mutually agree upon other arrangements that meet the needs of the two parties.
- c) An Employee whose application for a graduated retirement has been approved shall have a “base salary rate” computed as if the Employee 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 Employee shall be pro-rated from the base salary rate. Pension and benefit contributions shall be based on the actual salary rate.
- d) Employees on a graduated retirement plan shall be eligible for the retirement bonus in Article 17.2 at their base salary rate.

17.3.3 The Union has the right to have a representative participate in any discussion which may take place between the Employer and the Employee(s) pursuant to any proposal initiated under this Article.

17.3.4 Any agreement or arrangement concluded must be in writing. The agreement will not take effect unless and until the Chair or other senior representative of the Employer, the affected Employee, and the Union have signed the agreement. Any offer made in writing by the Employer shall remain open for a minimum of thirty (30) days.

ARTICLE 18 – RESIGNATION

18.1 An Employee who resigns will give at least four (4) weeks’ notice in writing to the Executive Director.

18.2 The Employer is responsible for scheduling an exit interview. The Employee may request a personal exit interview. All information will be confidential and shall not be placed in an Employee’s official file.

ARTICLE 19 – DISCIPLINE, SUSPENSION, AND DISMISSAL

19.1 An Employee must be informed of any written complaint or accusation, which may be detrimental to their advancement or reputation, when the complaint or accusation is made. Any verbal complaint not put in writing shall not be considered. It is understood that copies of written complaints or accusations shall be provided to the Employee. Failing compliance with these requirements, such expression(s) or dissatisfaction shall not become part of the official file and shall not be used in any way.

19.2 Any written complaints and/or accusations that have not led to disciplinary action shall be destroyed immediately. Any written complaint, or accusation investigated and found to be unjustified by the Employer shall immediately be removed from the file and destroyed.

19.3 General and Definitions

19.3.1 An Employee may be disciplined only for just, reasonable, and sufficient cause (hereinafter referred to as "cause"). Such disciplinary measures shall be reasonable and commensurate with the seriousness of the violations, and consistent between Employees and with past practice.

19.3.2 The only disciplinary measures that may be taken are the following:

- a) a letter of warning
- b) a letter of reprimand
- c) suspension with pay
- d) suspension without pay
- e) dismissal for cause

19.3.3 Letters of warning or reprimand must be clearly identified as being disciplinary measures and must be copied to the Union.

19.3.4 Suspension is the act of the Employer in relieving an Employee of all duties for cause without the Employee's consent.

19.3.5 Dismissal for cause means the termination of an appointment by the Employer without the consent of the Employee. It is understood by the parties that neither the expiry of a term appointment nor the discontinuance of an Employee pursuant to Article 21 shall constitute unjust dismissal.

19.4 Procedures for Discipline and Dismissal

19.4.1 An Employee shall have the right to have a Union representative present at any discussion with the Employer.

19.4.2 Any disciplinary process commences with a discussion with the Employee or Employees concerned, and it must occur within ten (10) days of the date the Employer knew, or ought reasonably to have known, of the occurrence giving rise to the concern. If the Employee is absent from the Employer's premises for any reason, the discussion shall take place within ten (10) days of the Employee's return.

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

19.4.4 If no satisfactory resolution is reached, the Employer shall take one (1) of the following actions if the intention is to proceed with discipline:

- a) further investigate the alleged incident and, following the investigation, which must be completed within thirty (30) days from the date of the unsuccessful meeting, advise the Employee in writing, with a copy to the Union, of the disciplinary measure(s); or,

- b) advise the Employee in writing within five (5) days, with a copy to the Union, of the disciplinary measure(s).
- 19.4.5 Notification of disciplinary measures must include full disclosure of the specific details of the alleged cause for the discipline including all names, places, and dates of the alleged incidents.
- 19.4.6 Any disciplinary measure(s) not confirmed in writing shall not form part of an Employee's official file.
- 19.5 The Employer shall not introduce at arbitration any notice of discipline of which the Employee was not aware or any material which is not properly part of the Employee's official file. Any evidence introduced at an arbitration relating to discipline shall be confined to that which is relevant to the grounds of the notice of discipline referred to in Article 19.2.
- 19.6 An Employee who is suspended or dismissed shall be retained at or returned to active duties with full salary and benefits until any grievance contesting such disciplinary measure(s) has been finally resolved through the grievance and arbitration procedures set out in Articles 23 and within this Article, or the time limits for filing such a grievance under Article 23 have expired.
- 19.7 If an Employee grieves against discipline, and the grievance proceeds to arbitration, both parties shall expedite the hearing of the matter so that a decision shall be rendered within at most four (4) months from the appointment of the arbitrator. The Parties agree that in order to expedite the hearing the arbitrator chosen must agree to render the decision within a period of four (4) months from the time of his or her appointment.
- 19.8 Any record of discipline shall not be used against an Employee at any time after twenty-four (24) months following any disciplinary measure, provided that no similar disciplinary procedure has commenced within that period.
- 19.9 All material related to any disciplinary incident or action shall be removed from the official file after a twenty-four (24) month period. At the written request of the Employee, this material may be removed from the official file before the twenty-four (24) month period expires.

ARTICLE 20 – TECHNOLOGICAL CHANGE

- 20.1 The Employer agrees to provide as much advance notice as is practicable that it wishes to introduce any technological change which might result in changes in employment status or working conditions or duties of Employees as provided for in this Agreement. All affected Employees must be offered retraining and minimally, the advance notice will include time for all Employees affected to be offered and undertake retraining as required at the Employers expense. A plan for the implementation of the proposed change will be made available to all Employees, and it will include scheduled retraining sessions. No Employee shall be laid-off or placed on part-time status or have their salary reduced for reasons relating to technological change. **It is recognized that technological change may result in having a position or positions reclassified in accordance with Article 8.**

ARTICLE 21 – DISCONTINUANCE OF EMPLOYMENT

- 21.1 21.1.1 No discontinuance of employment shall occur except and unless:
- a) the Employer declares and demonstrates that a bona fide financial exigency exists which cannot be alleviated without the discontinuance of an Employee or Employees of the bargaining unit, or
 - b) a function or service, or a position within a function or service, becomes redundant, as demonstrated by the Employer.
- 21.1.2 The Union shall be consulted immediately and throughout the process. Consultation requires discussions being held at a stage where changes to the final outcome can be affected.
- 21.2 A bona fide financial exigency shall exist only when the long-term financial viability of the organization is seriously threatened and when drastic financial measures are necessary. Discontinuance of employment shall be used to help correct a state of financial exigency only to the extent required to meet the financial exigency and only in the absence of reasonable alternative measures.
- 21.3 21.3.1 Should reductions in the number of Employees be necessary an affected Employee shall be given as much notice as possible, but in no case less than six (6) months, or six (6) months pay in lieu of notice.
- 21.3.2 Other Employees will not be required to take on additional duties that will exceed a fair and equitable workload because of the decision to eliminate a position or positions.
- 21.4 During the notice period the Employer will make every reasonable effort to reassign the Employee.
- 21.5 Should the Employer reassign the Employee and the reassignment is accepted, the following conditions shall apply:
- 21.5.1 If the reassigned position is in a higher classification, the Employee shall be compensated according to the pay scale of the higher classification. If it is in the same or lower classification, compensation shall remain in the same salary range as in the former position.
 - 21.5.2 The appointment will be probationary for one (1) year. At any time during the probationary period the Employee's employment may be terminated by either party upon one (1) month's notice, and the Employee will be granted severance pay as outlined in Article 21.7.

- 21.5.3 At the end of the probationary year, if the Employee has performed the job satisfactorily, the Employee will be given the position on a permanent basis commensurate with the classification. The Employee may refuse the offer and elect severance pay as outlined in Article 21.7. If the Employee accepts the permanent position, all rights to severance pay in respect of the previous position are relinquished.
- 21.6 If the Employer does not reassign an Employee or if the Employee chooses not to accept the reassignment, employment will be terminated and the Employee will be granted severance pay as outlined in Article 21.7.
- 21.7 Severance pay is as follows:
- 21.7.1 For every year of service as an Employee, one (1) month's pay at the final salary being received in the position being discontinued. Partial years shall be pro-rated. Subsequent reassignment under the terms of Article 21.5 does not increase the amount of severance pay.
- 21.7.2 The total severance pay which an Employee receives cannot exceed the value of twelve (12) months' pay at the final salary being received in the position being declared redundant.
- 21.7.3 In addition to the severance, the Employee will be paid out for all vacation and time-in-lieu.

ARTICLE 22 – ACCOMMODATION OF DISABILITIES

- 22.1 The Employer and the Union recognize their joint duty under legislation to provide accommodation in the workplace to Employees with disabilities.
- 22.2 Any Employee with a physical or mental disability, whether permanent or temporary, has the right to accommodation. Such accommodation shall be reasonable and limited only by evidence of undue hardship on the Employer. Undue hardship is defined as excessive costs that would seriously jeopardize the continued operation of the Faculty Association or a measure which would itself pose a serious health or safety risk.
- 22.3 The development of an accommodation plan can be initiated by the affected Employee or the Employer. The Employer may require medical documentation, additional, or clarifying, information from the Employee's treating registered Health Care Practitioner(s). There may be occasions where the Employer will seek an independent medical assessment at the Employer's expense. The Employee, the Employer and the Union each have responsibilities in the accommodation process, and will work collectively to identify an appropriate method of accommodation.
- 22.4 No discrimination, interference, or coercion, shall be exercised by reason of physical or mental disability, illness or incapacity once accommodation of such disability, illness, or incapacity has been provided.

22.5 No Employee, including acting as an advocate or witness in any proceeding resulting from an accommodation request or complaint, shall be subjected to retaliation or reprisal for taking action to obtain accommodation.

ARTICLE 23 – GRIEVANCE AND ARBITRATION

23.1 General

23.1.1 There shall be no discrimination, harassment or coercion, of any kind, practiced against any person involved in these procedures, or against any Employee who elects to pursue a grievance.

23.1.2 The parties agree to make every reasonable effort to settle all grievances in a prompt, just and equitable manner.

23.2 Definitions

23.2.1 A grievance is a claim or complaint involving the interpretation, application or alleged violation of this Agreement.

23.2.2 The Union shall have carriage of the grievance.

23.2.3 Types of grievances:

- a) An individual grievance is a grievance relating to an individual Employee;
- b) A group grievance is a grievance relating to a group of Employees similarly affected by the Employer's action;
- c) A policy grievance is a grievance by the Union which may involve a matter of general policy or of general application of the Collective Agreement;
- d) A Union grievance is a grievance which directly affects the Union.

23.3 Time Limits

23.3.1 Where no action is taken on a grievance within the time limits specified in this Article, the grievance shall be deemed to have been withdrawn or settled as the case may be.

23.3.2 In the event a party fails to reply in writing within the time limits prescribed in this Article, the other party may submit the matter to the next step as if a negative reply or denial had been received on the last day for the forwarding of such a reply.

23.3.3 The time limits specified in this Article may be extended by mutual agreement by the parties. Moreover, an arbitrator shall have the power to waive time limits on any reasonable grounds. The amended time limits must be specified in writing.

23.4 Technical Irregularities

23.4.1 No technical violations or irregularity occasioned by clerical, typographical, or technical error in the written specifications of the grievance shall prevent the substance of a grievance from being heard and judged on its own merits.

23.5 Informal Discussions

- 23.5.1 Before the grievance procedure is initiated, every reasonable attempt shall be made to resolve the matter by informal discussion and/or mediation. Discussion of the matter in dispute may be initiated by an individual or group of Employees, or by the Union. When the discussion is initiated by an individual or group of Employees, the Employee(s) shall be accompanied by a Union representative. If the dispute is resolved at this stage, the agreed upon resolution may be put in writing and countersigned by the Union and Employer.
- 23.5.2 Should the dispute not be resolved at the informal stage the parties may agree to a mediation process to resolve these differences.

23.6 Grievance Mediation

- 23.6.1 Grievance mediation is a process by which the parties, with the assistance of a mediator, work towards the resolution of a dispute arising from the interpretation, application, administration or alleged contravention of the Collective Agreement.
- 23.6.2 The parties may agree to submit the matter to mediation in order to resolve a disagreement.
- 23.6.3 The mediation process is without prejudice to either party.
- 23.6.4 Proceedings before the mediator shall be informal. Accordingly, no record of the proceedings shall be made and legal counsel shall not be used by either party.
- 23.6.5 The mediator shall have the authority to meet separately with any person or persons, but shall not have the authority to compel the resolution of a dispute.
- 23.6.6 The mediator shall provide the parties with an advisory opinion and the grounds for that opinion.
- 23.6.7 If the dispute is resolved, the settlement shall be “Without Prejudice”.
- 23.6.8 If the dispute is not resolved following this process, either party is free to submit a formal written grievance to the other party, or to proceed to Arbitration. Nothing said or done by the Mediator may be referred to during any further proceedings.
- 23.6.9 The Employer and the Union shall share the cost of the Mediator, if any.

23.7 Formal Grievance Stages – Individual, Group, Policy or Union Grievances

- 23.7.1 Failing settlement at the Informal Discussion, a formal grievance may be filed, in writing, with the Employer within fourteen (14) calendar days of the date on which the informal process failed.
- 23.7.2 The written grievance must be signed by the Union official and shall specify the matter(s) in dispute, the Article(s) alleged to have been violated, and the remedy sought.

- 23.7.3 No later than seven (7) calendar days following the receipt of the grievance, the Employer shall meet with the Union and shall make every reasonable effort to resolve the grievance.
- 23.7.4 If the grievance is resolved at this stage, the settlement shall be reduced to writing and signed by the Union and the Employer within seven (7) calendar days of the meeting at which resolution was reached.
- 23.7.5 In the event that the Union and Employer cannot resolve the grievance within fourteen (14) calendar days of the meeting specified above, the Employer representative shall forward, in writing, to the Union the reasons for denying the grievance.

23.8 Arbitration

- 23.8.1 In the event that a grievance has not been settled through the procedure outlined above, the Union may, within forty-five (45) calendar days, submit the matter to arbitration by sending written notice to the other party.
- 23.8.2 The Arbitration Board shall consist of three (3) members: one (1) chosen by the Union, one (1) chosen by the Employer and a third, the Chair, chosen by the Employer and the Union.
- 23.8.3 From the date the written notice is received by the other party, the Employer and the Union shall have fourteen (14) calendar days in which to name their representatives on the Board. These representatives shall then have a further fourteen (14) 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 Employer.
- 23.8.4 The Arbitration Board shall begin arbitrating the grievance within fourteen (14) 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.
- 23.8.5 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.
- 23.8.6 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.
- 23.8.7 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.

23.8.8 The time limits imposed by the foregoing provisions may be waived by mutual agreement between the Employer and the Union.

ARTICLE 24 – STRIKES AND LOCKOUTS

24.1 The Union agrees that it will not engage in or participate in any slow-down, strike, or picketing during the currency of this Agreement. The Employer agrees that it will not lock out any members of the Union during the currency of this Agreement.

24.2 Notwithstanding Article 24.1 above, no Employee shall be required to cross a picket line at the Employee's place of work and no Employee shall be penalized for failing to cross a picket line, provided they undertake an alternative work arrangement.

24.3 Alternative Work Arrangements

24.3.1 In the event that any of the Employer's bargaining units takes strike action, the Employer may request the Employee undertake an alternative work arrangement which may include working from home or at an alternate site. If it is an alternate site, the location will be equipped with the necessary tools, communications and technology to enable the Employee to continue productive work.

24.4 No Employee shall be declared an essential service.

ARTICLE 25 – INSURANCE

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

25.2 Travel Insurance – The Employer shall cover Employees with travel insurance when the Employee is travelling **on behalf** of the Employer, whether or not at Employer expense. The premium is paid by the Employer.

25.3 Employer Property – The Employer shall not be held responsible for damage to University of Regina or URFA property which occurs while the member is using that property, when carrying out their normal duties.

ARTICLE 26 – TERM OF AGREEMENT

26.1 This Agreement shall be binding and remain in effect from January 1, **2013** to December 31, **2015**. Either party may initiate negotiations by giving notice in writing three (3) months prior to expiry.

26.2 Within ten (10) working days of the receipt of the notice to bargain, the parties shall enter into negotiations for a new Agreement unless mutually agreed otherwise by the parties.

- 26.3 Any changes deemed necessary in this Agreement may be made by mutual agreement at any time during the existence of this Agreement.
- 26.4 All Employees, including any **whose** employment **has been severed** between the **expiry** date of this Agreement and **a new** Agreement **being finalized** shall receive full retroactivity of any increase in wages and all other provisions of this Agreement. **Should the Employer be unable to locate a previous Employee, and with the mutual agreement of the Union, payment of retroactive salary may be waived.**
- 26.5 Copies of the Agreement – The Union and Employer desire each Employee to be familiar with the provisions of this Agreement, their rights, and duties, under it. For this reason, the Union shall provide each Employee, the Employer, **and** the Executive Director with a copy of this Agreement. **The Union agrees to provide these copies** within sixty (60) days of ratification.

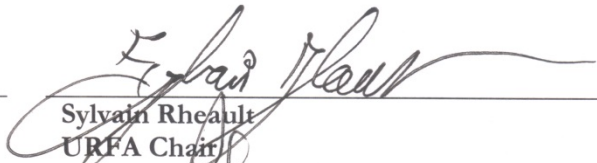
ARTICLE 27 – MANAGEMENT

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

FOR: THE UNIVERSITY OF REGINA FACULTY ASSOCIATION (URFA)



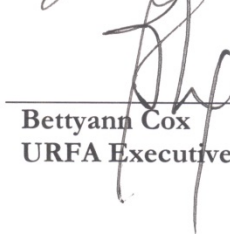
Chris Street
Chief Negotiator, Bargaining Committee



Sylvain Rheault
URFA Chair



Frederic Dupre
Bargaining Committee Member




Bettyann Cox
URFA Executive Director



Tom Phenix
URFA Secretary/Treasurer

June 26, 2014
Date

FOR: THE CANADIAN OFFICE AND PROFESSIONAL EMPLOYEES UNION (COPE) LOCAL 397



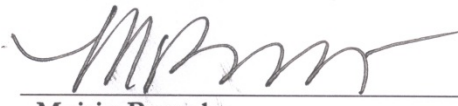
Kim Wilson
President



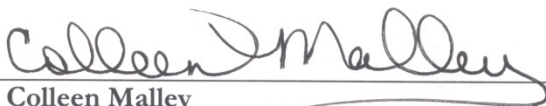
Debbie Sagel
Bargaining Committee Member



Jackie Lazar
Treasurer



Mairin Barnabe
Bargaining Committee Member



Colleen Malley
Union Representative

June 26, 2014
Date

APPENDIX A – COMPENSATION

JANUARY 1, 2013

	<u>Floor</u>	<u>Increments</u>	<u>Ceiling</u>
Professional	\$ 78,984	4 x \$ 3,551	\$ 93,188
Administrative 2	\$ 52,264	4 x \$ 2,089	\$ 60,620
Administrative 1	\$ 47,931	4 x \$ 1,594	\$ 54,307

JANUARY 1, 2014

	<u>Floor</u>	<u>Increments</u>	<u>Ceiling</u>
Professional	\$ 80,959	4 x \$ 3,640	\$ 95,519
Administrative 2	\$ 53,571	4 x \$ 2,141	\$ 62,135
Administrative 1	\$ 49,129	4 x \$ 1,634	\$ 55,665

JANUARY 1, 2015

	<u>Floor</u>	<u>Increments</u>	<u>Ceiling</u>
Professional	\$ 82,578	4 x \$ 3,713	\$ 97,430
Administrative 2	\$ 54,642	4 x \$ 2,184	\$ 63,378
Administrative 1	\$ 50,112	4 x \$ 1,667	\$ 56,780

1. Adjustments to Salary Scales

January 1, 2013 Salary scales to increase by 2.5%

January 1, 2014 Salary scales to increase by 2.5%

January 1, 2015 Salary scales to increase by 2.0%

2. Adjustments to Individual Salaries

January 1, 2013 Salary scales to increase by 2.5%

January 1, 2014 Salary scales to increase by 2.5%

January 1, 2015 Salary scales to increase by 2.0%

3. Payment of Increments

Increments are awarded on July 1st of each year. Employees with one (1) or more years of service are eligible for a full increment. Employees with less than one (1) year of service will have their increment prorated based on the number of full months of service.

4. Salary Adjustments

4.1 Appointment to another Position

If an Employee's classification is changed upward by appointment, the new salary shall be at the floor of the new range or ten per cent (10%) higher than the current salary, whichever is greater.

If an Employee is appointed to another position within the same pay range, the new salary shall be the same as the former salary.

If an Employee's classification is changed downward by appointment to a lower position, the new salary shall be the same as the current salary if the Employee's salary is within the new pay range, or the ceiling of the new pay range, whichever is less.

4.2 Reclassification of Position

If an Employee's classification is changed upward by reclassification of their position, the new salary shall be the floor of the new range or ten per cent (10%) higher than the current salary, whichever is greater. This change shall take effect from the first of the month following the date of the original request for review.

If an Employee's classification is changed downward by reclassification of their position, the Employee will continue at the current pay grid for a period of one (1) year from the date the review was completed. At the end of the one (1) year, if the Employee's salary is above the maximum of the new pay grid, no further increments will be awarded; however, general salary increases will apply. If the Employee's salary is within the range of the new pay grid, that pay grid will apply. This change shall take effect from the first of the month following the date the review was completed.

5. Accountable Professional Expense Account

Effective May 1, 2013 all Employees are entitled to an accountable professional expense account (APEA) in the amount of **nine hundred (\$900)** per fiscal year.

Partial years will be pro-rated accordingly.

The APEA may be expended only in accordance with Revenue Canada regulations and at no time may be used for any purchase or expenditure which would be a taxable benefit to the Employee.

Funds in the expense account may be carried forward automatically into the following fiscal year, provided the amount in the account does not exceed a sum which is **four times (4x)** the current value of the annual account.

6. Travel Reimbursement

The Employer agrees to pay costs, based on URFA rates, of an Employee while travelling on the Employer's business. Such costs shall include accommodation, meals, transportation, parking, incidentals, and hospitality.

Employees who use their own automobile for the Employer's business shall be reimbursed at the **URFA Travel Policy** rate.

APPENDIX B

MEMORANDUM OF AGREEMENT REGARDING HARASSMENT COMPLAINT AND INVESTIGATION PROCEDURES

1. Step 1
 - 1.1 Employees who believe they are being harassed, should if possible, tell the person directly or in writing that she or he is not comfortable with their behaviour, and want it to stop.
2. Step 2
 - 2.1 Reporting and Informal Mediation – If the Employee is unable to deal directly with the alleged harasser, the allegation should be reported to the University of Regina Respectful Workplace Consultant (or mutually agreeable alternate) or to the Executive Director or the Union.
 - 2.2 Informal Resolution – The Employee may want to proceed informally at first. In such a case the Respectful Workplace Consultant (or mutually agreeable) will attempt to resolve the matter without going through actual mediation or a formal complaint.
 - 2.3 Interim Remedy Pending Investigation – In circumstances where it is appropriate, upon request of the complainant or on the initiative of the Executive Director, either the respondent or in rare cases, the complainant may be transferred or removed from the workplace. This is an extraordinary remedy which will only be provided where there is an urgent need to redress the situation immediately. Prior to any action being taken, the Employer, will ensure due consultation with the complainant and the respondent as well as the Union. Any Employees transferred or removed in accordance with this Article will continue to receive full pay and benefits pending completion of the full investigation.
3. Step 3 – Formal Mediation
 - 3.1 If the complainant and alleged harasser agree, a qualified person from outside the organization will act as a mediator, and that person will attempt to help the parties settle the complaint in a timely manner. The mediator will be chosen through mutual agreement between the Employer and the Union.
 - 3.2 The complainant and the respondent each have the right to be accompanied and assisted during mediation sessions.
 - 3.3 If mediation is unsuccessful the mediator shall have no further role/involvement in the matter, unless the parties to the complaint jointly request the mediator's services at a later stage.

4. Step 4

4.1 The Investigation

- 4.1.1 When the informal procedure and/or mediation fail or when the complainant does not want to proceed informally or through mediation but wants to pursue the matter, a written formal complaint will be investigated, at the choice of the complainant, by an independent and qualified investigator. The investigator shall be chosen in consultation with the complainant, and, where the complainant is an Employee, in consultation with the Union. This person will investigate the complaint thoroughly.
- 4.1.2 The complainant, respondent and anyone interviewed during the investigation have the right to be accompanied during any interviews or meetings.
- 4.1.3 The investigation shall proceed without delay and shall be completed as quickly as possible.
- 4.1.4 During all stages of the investigation, the principles of natural justice shall apply.
- 4.1.5 The respondent will be provided with a copy of the formal written complaint at the beginning of the investigation. No other documentation will be provided to the respondent, or the complainant, until the Draft Report is completed.
- 4.1.6 The complainant and the respondent shall each provide a list of witnesses. Normally, all witnesses will be interviewed. If the Investigator chooses not to interview a particular witness, written rationale for this decision will be provided to the complainant or respondent as applicable.

4.2 The Investigation Report

- 4.2.1 Draft Report – Upon completion of the investigation, the investigator shall provide a draft report in writing to the complainant and respondent within ten (10) days of completing the investigation. The complainant and respondent will be afforded ten (10) days to respond in writing to the draft report in order to clarify or correct factual errors.
- 4.2.2 Final Report – Within fourteen (14) days of receipt of the responses to the draft report from the complainant and the respondent, the investigator will prepare a final report and both the final report and the parties written responses to the draft report, if any, will be provided to the parties and to the Employer's designate, Respectful Workplace Consultant, and to the Union.
- 4.2.3 The Respectful Workplace Consultant will make a recommendation to the Employer regarding what action to take, and will inform the complainant and the respondent of the recommendation, in writing, within one (1) week of the final report being submitted.

5. Step 5 – Remedies
 - 5.1 Remedies for an Employee who has been harassed may include any of the following, depending on the nature and severity of the harassment:
 - a) an oral or written apology from the harasser and the Employer;
 - b) recovery of lost wages;
 - c) a job or promotion that was denied;
 - d) compensation for any lost employment benefits, such as sick leave;
 - e) a commitment that the Employee will not be transferred, or will have a transfer reversed, unless he or she chooses to move;
 - f) any other remedy that is reasonable and appropriate under the circumstances.
6. Penalties – Corrective action for Employees who are the harassers will be pursuant to Article 19 – Discipline of this Agreement. In addition, anti-harassment counselling may be required.
7. Complaints Made in Bad Faith – If the investigator determines that the complaint was made in bad faith, the Employer shall forthwith take all necessary action to remedy the effects of the allegation on the alleged harasser as well as on any other individual affected in the workplace.
8. Retaliation – There shall be no retaliation in any way against a person who has been involved in a harassment complaint.
9. Confidentiality – The Employer, the mediator, and the investigator, will not disclose any information about a complaint except as necessary to investigate the complaint or to take corrective action with respect to the complaint, or as required by law.

APPENDIX C

MEMORANDUM OF AGREEMENT REGARDING OFFICE SPACE

The Employer recognizes that appropriate private office space is necessary to designated Employees to perform their duties in a timely and confidential manner and will continue to request additional space from the University of Regina **and its Federated Colleges**.

APPENDIX D

MEMORANDUM OF AGREEMENT REGARDING HEALTH AND SAFETY POLICY AND PROCEDURES

The Employer in conjunction with the Union agrees to establish a comprehensive Health and Safety Policy and Procedures document to be completed within six (6) months of the signing of this Memorandum of Agreement (MOA). Once completed, the Health and Safety Policy and Procedures document cannot be modified without mutual agreement by the Employer and the Union. Within the Health and Safety Policy, there will be a clause which requires both parties to mutually agree to any and all changes.

APPENDIX E

MEMORANDUM OF AGREEMENT IMPLEMENTATION OF CHANGES WITHIN ARTICLE 7.8.4

Upon ratification of the negotiated changes to the URFA/COPE Local 397 Collective Agreement, the Executive Director and COPE Local 397 will create a Memorandum of Agreement (MOA) to address changes in Article 7.8.4 that may affect Dana Tarnes. That MOA shall include, but will not be limited to, the end date of her current term appointment which cannot exceed February 21, 2015, a notice period of not less than three (3) months by which she will be informed of the decision on permanency, and any other items the parties agree to discuss.

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