

COLLECTIVE AGREEMENT

BETWEEN

**THE UNIVERSITY OF PRINCE EDWARD ISLAND
BOARD OF GOVERNORS**

AND

**THE UNIVERSITY OF PRINCE EDWARD ISLAND
FACULTY ASSOCIATION
BARGAINING UNIT #2**

Expires April 30, 2010

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SECTION A

A-1 DEFINITIONS

For the purpose of this Agreement,

"Agreement" (always capitalized) means this collective agreement between the Parties.

"Association" (always capitalized) means the University of Prince Edward Island Faculty Association (UPEIFA).

"Board" (always capitalized) means the Board of Governors of the University of Prince Edward Island.

"Continuous appointment" or "continuous" means an appointment without term.

"Day" means a day from Monday to Friday, and excluding holidays, on which the offices of the Administration of the University are open, unless otherwise specified.

"Employer" (always capitalized) means the Board of Governors of the University of Prince Edward Island.

"Grievance" is a complaint that has not been resolved informally by the Parties. Only the Association or the Employer may file a grievance against the other Party.

"Member" (always capitalized) means an employee who is designated as a member of the bargaining unit by the Order of Certification - File 03-03, which includes Clinical Veterinary Professional Group.

"Nominal Salary" means the salary a Member would have received on a twelve (12) month full-time appointment.

"Parties" (always capitalized) refers to the Association and the Employer; "Party" (always capitalized) refers to one of the Parties.

"President" (when not modified and when capitalized) means the President of the University of Prince Edward Island.

"Probation" means a period of time, normally immediately following continuous appointment to a position, during which the Employer has an opportunity to assess the suitability of the Member.

"Re-appointment" means the appointment of a Member in a term appointment to a subsequent term appointment.

"Senate" (always capitalized) means the Senate of the University of Prince Edward Island.

"Shall" means that the action is to be considered mandatory.

"Term appointment" means an appointment established for a fixed period.

"University" (when capitalized) means the University of Prince Edward Island (UPEI).

"Year", unless otherwise specified, means the period beginning May 1st and ending April 30th.

A-2 PURPOSE

A2.1 This Agreement seeks to promote and maintain harmonious and well-defined relationships within the University by adhering to principles that are consistent with the University's overall objectives, and to provide means acceptable to both Parties for settling differences which may arise between them from time to time.

A2.2 The Parties acknowledge that the objectives and purposes of the University are the attainment of high knowledge of academic standards, the pursuit of truth, and the dissemination of advanced knowledge. The objectives and purposes are to be achieved principally through service, and when the Member participates in the latter activities also through teaching, scholarship and research to the University and the community at large.

A2.3 The Parties recognize that they each have a responsibility to encourage within the University, an environment which is conducive to the achievement of these objectives.

A2.4 The Parties agree that they shall exercise their respective rights under this Agreement fairly and reasonably, and in a manner consistent with the provisions of this Agreement.

A2.5 The Purpose of this Article is a statement of mutually agreed values which does not constitute, in and of itself, the subject of any grievance.

A-3 RECOGNITION

- A3.1 The Board of Governors recognizes the Association (UPEIFA) as the sole and exclusive bargaining agent for the unit defined in the Order of Certification (File No. 03-006) of September 26, 2003 (otherwise known as Bargaining Unit #2) (Appendix A) issued by the Prince Edward Island Labour Relations Board, save and except the exclusions listed in Appendix 1 of the Minutes of Settlement (Appendix B) jointly filed to the Labour Relations Board on September 11, 2003.
- A3.2 The Board of Governors recognizes the Association as the sole representative of its Members. Furthermore, no Member or group of Members in this bargaining unit shall be required to enter into any agreement with the Employer which may conflict with the terms of this Agreement.
- A3.3 The Board of Governors and the Association agree that the application of the "Save and except" portion of Schedule A of the Certification Order is intended to apply to persons primarily engaged in managerial, administrative or clinical professional functions, and in no way prohibits the President, Vice-Presidents, Deans, Associate or Assistant Deans, bargaining unit members appointed to Administrative positions and Faculty Members from conducting any service, teaching or professional responsibilities.

A-4 ACADEMIC FREEDOM

Within the context of their respective rights, duties and responsibilities, Members have the academic freedom to investigate, to speculate, to publish and teach without deference to prescribed doctrine and free from institutional censorship, when engaged in teaching and research.

A-5 CONFIDENTIALITY

- A5.1 All persons have the responsibility to respect the confidentiality of information gained during participation in a committee dealing with such matters as appointment, reappointment, or permanency, continuing appointment, discipline, clinical duties or responsibilities or in the discharge of other administrative duties or responsibilities.
- A5.2 Members shall not reveal information about clients and patients except on a need to know basis in the provision of their services or if required by law. Other than for those exceptions listed in A5.3, Members may reveal confidential information when specifically authorized in writing by the person concerned.

A5.3 Members shall not reveal information about students, whether concerning their academic progress, their personal life, or their political or religious views, except in the following circumstances:

- the normal provision of references within the University or to another educational institution, and when there are teaching responsibilities, of grades;
- the provision of references for employment purposes when authorized by the student;
- academic counseling;
- pedagogical problem solving discussions;
- in the context of other university policies and procedures.

A-6 CONFLICT OF INTEREST

A6.1 No person shall knowingly participate in the provision of client services and/or procedures for appointment, re-appointment, discipline, promotion, and pension and benefits, affecting his or her own position or that of an individual with whom that person has or had a marital, spousal, familial, sexual or ongoing significant financial relationship, or where a situation of inherent bias or apprehension of bias exists.

A6.2 The Parties recognize that a Member may not be aware that a conflict of interest exists until after the work of a committee begins (for example, when the names of applicants are made known to the committee). Nevertheless, it is the responsibility of every Member to immediately declare when she or he is in a conflict of interest to withdraw from the decision making process involved.

A6.3 If the, Unit Administrator or the chair of the relevant University committee receives a complaint about the potential conflict of interest of any person, the Dean, Unit Administrator, or committee chair shall discuss the complaint with the person concerned. If the complaint is not resolved, the complaint shall be forwarded to the Dean. The Dean will discuss the matter with the person concerned. If there is even an appearance of a potential conflict of interest, it is agreed that the individual shall withdraw from any further participation in the relevant procedures. The Dean shall render a decision. Where a replacement must be identified, the selection process for the committee will be re-activated.

A6.4 A conflict of interest also arises if gifts, gratuities or favours of more than a nominal value are exchanged between Members and any individual or company whose relationship with the University involves the Member's sphere of responsibilities. Cash payments, in any amount, must not be accepted or given as a gift or favour under any circumstances.

A6.5 Members shall not knowingly authorize the purchase, with funds administered by the University, of equipment, supplies, services, or real property from a source with which they have a conflict of interest. For this purpose, a conflict of interest will exist if the Member or an individual with whom that person has or had a marital, spousal, familial, sexual or ongoing significant financial relationship; has a substantial financial interest in the supplier.

A-7 NON-DISCRIMINATION

A7.1 The Parties agree that there shall be no discrimination exercised or practiced with regard to any matter relating to the terms and conditions of employment on the grounds of Association membership or any other grounds prohibited by the *Human Rights Act*, including:

- race or color
- creed
- ancestry
- national origin
- place of birth
- sex
- sexual orientation
- religion
- clerical or lay status
- age
- language (except where the lack of language competence clearly prevents the Member from fulfilling his or her professional obligations and duties)
- political affiliation
- the state of physical or mental health (except where the state of health clearly will prevent the Member from fulfilling his/her professional obligations and duties once accommodation for such disability, illness or incapacity has been made).

A-8 RESPONSIBILITIES OF CLINICAL VETERINARY PROFESSIONALS

The Members of the Clinical Veterinary Professional Group at UPEI provide a range of clinical services in support of the teaching and research programs of the Atlantic Veterinary College. Members of the

Group play a significant role in the delivery of the College's comprehensive diagnostic, clinical and consultative services for food-producing animals, companion animals, and wildlife and also participate in the academic functions of the College. The services provided by the Members are an important support to animal health and animal agriculture in Atlantic Canada.

A8.1 The rights, duties and responsibilities of the Clinical Veterinary Professional Group derive from the nature of their work and from their particular specialty at UPEI.

A8.2 Members' duties and responsibilities shall be primarily

- a) professional services in the support of the University and its clinical programs, as well as an appropriate amount of
- b) professional development activity,
and, for some members, also includes:
 - i. clinical teaching, and/or
 - ii. scholarly activities including research, and/or
 - iii. University, professional and community service.

The exact distribution of individual duties and responsibilities may vary from time to time and from individual to individual and will be reflected in the performance review conducted in accordance with Article E1. The composition of these activities shall be determined and assigned by the Employer. It is understood that, for all Members, the principal duties shall be those noted in item a) above.

A8.3 Professional Services

Professional services and responsibilities performed by Members will vary, depending on the duties defined by their positions. Changes to the composition of these activities shall be determined by the Employer, in discussion with the Member.

The Employer and respective Members are jointly responsible for ensuring that the clinical and laboratory services provided are timely and of the highest quality to maximize the confidence and ongoing financial support of existing and future clients.

A8.4 Professional Development Activity and Scholarly Activity

Members are expected to develop and maintain their professional competence and effectiveness. This may be achieved through such activities as attendance/participation at conferences and workshops, taking specialized courses or programs, scholarly contribution to a discipline, reviewing papers for scholarly journals, giving

workshops/presentations at conferences or participation in scholarly and/or professional organizations.

A8.5 Clinical Teaching

Clinical teaching responsibilities, when performed by Members, may include participation in clinical rotations, laboratories, continuing education, occasional didactic lectures and undergraduate and post-graduate training as determined by their position. These may include the responsibilities of Members to:

- a) supervise and/or coordinate students in various clinical settings;
- b) assist in the planning and evaluation of course content in collaboration with course Faculty coordinators;
- c) evaluate students in courses for which they are responsible.

A8.6 University, Professional and Community Service

Members may participate in University governance through election or appointment to committees and councils and in the work of outside academic and professional organizations related to their clinical specialty.

A-9 MANAGEMENT RIGHTS

A9.1 Consistent with the Employer's rights and obligations in law, all the functions, rights, powers and authority which are not specifically abridged, delegated or modified by this Agreement are recognized by the Association as being retained by the Employer.

A-10 ASSOCIATION RIGHTS

A10.1 The Employer agrees to print and to provide the Association, without charge, a copy of this Agreement (including all appendices) for each employee, plus ten (10) copies. The Employer also agrees to make this Agreement available on the University web site.

A10.2 Each September, the Employer shall provide the Association with a list showing the name, job title and salary of each Member, and shall indicate whether each Member is paying union dues. The Employer shall notify the Association of any changes to the information provided on this list within fifteen (15) days of the effective date of the change.

A10.3 Subject to meeting their responsibilities and scheduled duties, all Members shall have the right to participate actively in the Association. Such participation shall be recognized as constituting a legitimate form of committee service.

A10.4 The Employer recognizes that the Association has the right at any time to call upon the assistance of the Canadian Association of University Teachers (CAUT). Such duly authorized representative(s) shall have reasonable access to University premises to consult with Association officials and Members.

A10.5 Member Information

- a) Each September, the Employer shall provide the Association with a list showing the name, job title and salary, additional stipends, date of hire, termination date, pension plan start date and normal retirement date of each Member.
- b) At other times of the year, Article A10.2 shall apply.
- c) The Employer shall also provide the names of all Members on leave, indicating the start and end dates of the leave.

A10.6 University Documents

Copies of all motions, resolutions and by-laws, or rules and regulations adopted by the Board which directly affect the Members of the Association shall be communicated to the Association President.

A-11 ASSOCIATION MEMBERSHIP AND DUES COLLECTION

A11.1 No person shall be required to join the Association as a condition of employment. However, each Member, whether or not he or she is a member of the Association, shall pay the equivalent of union dues to the Association, subject to the exception in A 10.5.

A11.2 The Association shall advise the Director, Human Resources, with one (1) month's notice in writing, of the amount or rate of dues currently in effect. The structure surrounding such deductions will be capable of reasonable implementation within the payroll system.

A11.3 The Employer shall deduct from each Member's pay, the dues or assessments of the Association, and shall remit the amounts deducted to the Association in a timely manner, normally by the end of the month following the month in which the deductions were made.

A11.4 The Employer agrees to continue to provide, in writing to the Association, the names of all Members, and their employment category and the amount of deduction from each individual's salary in a timely manner, normally by the end of the month following the month in which the deductions were made.

A11.5 Members may register, in writing, with the Association (copy to the President of the University), an objection to paying these dues or assessments. Such objection may be made on the grounds that the Member is a practicing member of a recognized religion which has a prohibition against paying dues or the equivalent of dues to any union. These objections shall be registered within twenty (20) days of the signing of this Agreement or within twenty (20) days of the return of a Member absent from the University or within twenty (20) days of entering the bargaining unit for persons who are not in the bargaining unit at the time of signing this Agreement. The Association shall carefully consider each objection and shall indicate to the individual concerned and to the Employer whether such an objection is justified. If the Association upholds the objection, the Member shall pay the equivalent dues by payroll deduction to the UPEIFA Scholarship Fund. This Article cannot be the subject of a grievance.

A11.6 The Association agrees to indemnify and save harmless the Employer from any liability or action arising out of any such deductions.

A11.7 The University shall have one (1) month from the end of the strike or lockout to reinstate the clauses in this Article.

A-12 RELEASE FOR FACULTY ASSOCIATION OFFICERS

A12.1 The Employer will provide the equivalent of one month normal service workload to the President of the Faculty Association if he/she is a Member of this bargaining unit.

A12.2 The Association may purchase the equivalent of one month's of one month normal service workload, in the form of salary and benefits, of the Chief Negotiator for this bargaining unit if he or she is a Member of this bargaining unit, during any year when negotiating occurs. The scheduling of the time off shall take into consideration the operational requirements of the Chief Negotiator's service and work unit, and shall be discussed in advance with the Unit Administrator.

A-13 JOINT COMMITTEE

A13.1 A Joint Committee shall be established within twenty (20) days of the signing of this Agreement.

A13.2 The Joint Committee shall be composed of two (2) representatives of the Association and two (2) representatives of the Employer. The Committee shall be chaired by one (1) of the Association representatives and one (1) of the Employer representatives, both of whom shall be responsible for preparing and distributing agenda

items for the consideration of the Joint Committee and maintaining minutes of the Committee's meetings.

A13.3 The Joint Committee shall review matters of concern from the application of this Agreement. This Committee shall attempt to foster better communication and more effective work relationships between the Parties and shall attempt to maintain a spirit of cooperation and respect between the Parties.

A13.4 The Joint Committee shall meet when deemed necessary by mutual agreement of the Chairs, or within five (5) days of notice being given by either Party.

A13.5 The Joint Committee shall determine its own procedures subject to the provisions that a quorum shall consist of all representatives of each Party.

A13.6 The Joint Committee shall not have the power to add to, subtract from, alter, or modify the terms of this Agreement.

A-14 CORRESPONDENCE

A14.1 Except as otherwise provided, official communication in the form of correspondence between the Employer and the Association shall be issued as follows:

TO THE EMPLOYER: Vice-President, Finance and Facilities
University of Prince Edward Island
550 University Avenue
Charlottetown, PE
C1A 4P3

With a copy to the Dean, Atlantic Veterinary College at the above address.

TO THE ASSOC.: President, University of Prince Edward Island
Faculty Association
University of Prince Edward Island
Main Building, PO Box 51
550 University Avenue
Charlottetown, PE
C1A 4P3

With a copy to the Vice-President of the Association at the above address.

A-15 SAVINGS CLAUSE

- A15.1 If any Article in this Agreement is found to be in conflict with any Statute, such Article shall be deemed null and void. However, such Article shall be separable from the remainder of this Agreement, and all other Articles herein shall continue in full force and effect. The parties to this Agreement shall negotiate a replacement for the Article rendered null and void.
- A15.2 Sub-titles shall form no part of the Articles of this Agreement but shall be construed as being used for convenience of reference only.
- A15.3 When the singular is used, the same shall be construed as meaning the plural and vice versa unless specifically stated otherwise.
- A15.4 When the feminine gender is used, the same shall be construed as meaning the masculine as applicable and vice versa.

SECTION B

B-1 APPOINTMENTS OF CLINICAL VETERINARY PROFESSIONALS

B1.1 Types of Appointment

There are two types of appointments for Clinical Veterinary Professionals:

- a) term; and
- b) continuous

B1.2 Term Appointment

- a) Term appointments are appointments established for a specific period of time, but shall not exceed a non-interrupted period of four (4) years.
- b) Term appointments may be extended or renewed. However, the total length of the non-interrupted appointment may not exceed four (4) years.
- c) Term appointments do not imply that the appointee is on probation for a continuous appointment, nor is there any implied expectation of continued employment beyond the period specified.

- d) Once a Member has served a non-interrupted period of four (4) years in the same or in a substantially similar term position, the Member's appointment shall be converted to a continuous one, and a probationary review shall be conducted, in accordance with Article B1.4.
- e) For the purpose of Article B1.2, a break in employment of two (2) months or less shall not be considered an interruption in the period required for conversion to a continuous appointment.

B1.3 Continuous Appointments

- a) A continuous appointment is an appointment without term.
- b) Members given a continuous appointment must successfully complete a probationary review, as provided in Article B1.4.
- c) Upon successful completion of the probationary period, a Member holding a continuous appointment cannot be dismissed except for just cause, including financial reasons, or as otherwise provided in this collective agreement.

B1.4 Probationary Review

- a) The purpose of a probationary review is mutual appraisal for the Employer and the Member for the purpose of determining suitability for a continuous appointment.
- b) The period of probationary appointment for a Member shall be:
 - i) if the Member has not yet served two (2) years in the position, two (2) years from the effective date of continuous appointment
 - ii) if the Member has served two (2) years in the position, one (1) year from the effective date of continuous appointment
 - iii) the probationary period shall be suspended during any periods of continuous absence that exceed thirty (30) calendar days.
 - iv) the probation period may be reduced in certain appointments if the candidate has successfully worked and has significant experience in his/her **specialty** at UPEI or at another institution. Such reduction shall be determined at the time of appointment.
- c) The Unit Administrator shall meet with all new Members within two (2) months of the commencement of his or her continuous appointment, to explain the criteria and procedures of

continuous appointment consideration.

- d) The Employer will evaluate the Member according to the requirements of the position and the procedures in Article E1.
- e) The Employer shall establish a Probationary Review Committee chaired by the Unit Administrator, and including two **(2)** additional persons: one (1) selected by the Dean, and one (1) selected by the Member. In conducting the review, the Probationary Review Committee will consult with internal and external stakeholders and consider the reviews conducted in accordance with Article E. The Committee shall evaluate the Member and shall recommend to the Dean, on the basis of a simple majority vote, whether to confirm the continuous appointment. The Dean shall communicate the decision in writing to the Member.
- f) In the event of a negative decision, the Member may, within one (1) week of receipt of notice, make a written request to appear before the Committee with a representative of the Association, to present his or her case and to clarify issues. The Probationary Review Committee shall then reconsider the application and vote a second time. The decision to reverse a negative recommendation must be unanimous. The Dean shall report to the candidate the result with the reasons for the decision, within one (1) week of the second vote.
- g) A Member who is not successful in meeting the requirements of the probationary review shall have his or her employment terminated with four (4) months notification or equivalent pay in lieu of notification.

B1.5 Procedures for Appointment

- a) **The Dean, the Unit Administrator, and where teaching is involved the appropriate Department Chair** will establish the initial duties of the position, the qualifications and criteria required.
- b) Upon approval that the position be filled, the Dean or designate, shall then engage in the procedure set out below:
 - i) the position shall normally be advertised on the University Website and may also be advertised on a broader scale and/or in discipline specific publications, journals, or forums as required. The relevant criteria for selection shall be available to applicants on the University Website;

- ii) the Employer will assess applications, and establish a short list for interview;
- iii) the Dean or designate will recommend the selected candidate, in writing, to the President or his or her delegate, accompanied by supporting material and the recommended terms;
- iv) if the President/delegate agrees to support the recommendation, the President, in consultation with the Dean or University Administrator, will determine the details of the offer of employment (job title, salary, and other conditions of employment);
- v) as soon as the President/delegate has been informed that the proposed terms are (or are likely to be) acceptable to the preferred candidate, he/she will take the decision if within their authority or forward it to the Board for approval.

B-2 ADMINISTRATIVE APPOINTMENTS

- B2.1 Members who are excluded from the bargaining unit because they hold an administrative position shall enter or re-enter the bargaining unit upon leaving the position excluding them, and shall be entitled to the rights, privileges and accumulated credits as if time served in the excluded position had been served in the bargaining unit.
- B2.2 Only University administrators who held a Clinical Veterinary Professional Group position at the time of appointment as an administrator shall be entitled to enter or re-enter the bargaining unit. A University administrator who does not hold a Clinical Veterinary Professional Group position is eligible to apply for an available position should one become available.

B-3 RESIGNATION AND TERMINATION

B3.1 Resignation

- a) Members wishing to resign from their employment shall give written notice to the President, with copies to their Unit Administrator.
- b) Members are expected to provide the notice of resignation as soon as possible, and in any case must not give less than one (1) month's notice.

- c) Employment may be terminated by mutual written agreement at any time.
- d)
 - (i) **Members resigning from a probationary or continuous appointment before the expiry of two (2) years shall repay the Board on a pro rata basis, any associated relocation costs reimbursed to them or paid on their behalf by the University.**
 - (ii) **In cases where a term appointment of 2 years or greater, where the member has received the relocation allowance and resigns prior to the completion of the term, the provisions of a), above, shall also apply.**
 - (iii) **The Employer reserves the right to deduct from the Employee's final salary the repayments made according to (i) and (ii), above, if these have not been paid back otherwise and there is no other re-payment arrangement in place.**
- e) Except with the consent of the Employer, or as otherwise provided for in this Agreement, acceptance of employment with another employer shall be deemed a resignation from the Employer.
- f) Monies owing to a Member may be withheld until any amounts owing to the Employer are settled.

B3.2 Termination

Any layoff, termination or dismissal shall be in accordance with the provisions of **the** Agreement. No Member shall be dismissed except for just cause.

SECTION C

C-1 LEAVES OF ABSENCE

General Considerations

- C1.1 During leaves provided for in Section C, the Member may continue to participate in the pension plan and the other benefit plans for which they are eligible, as those plans permit, unless noted otherwise. The provisions of benefits will be offered in accordance with plan policies and regulatory guidelines.
- C1.2 Upon return to work, a Member who has taken leaves shall resume his or her former step on the salary grid as provided for under this Agreement.
- C1.3 The period of a Member's leave shall be included in the calculation of his or her length of service for seniority purposes, except for those leaves which are without pay.
- C1.4 The Parties agree that the provisions of all Articles in Section C shall be not less than those in the *Employment Standards Act* and *Employment Insurance Act* as may be further amended. Differences in the interpretation of this Article shall be resolved based on consistency with the Acts.

C-2 LEAVE WITHOUT PAY

- C2.1 Members on a continuous or probationary appointment, and members whose term appointments have exceeded five (5) years, upon request in writing to the Unit Administrator, may be granted unpaid leaves of absence at any time on an individual basis. The granting of such leaves shall not be unreasonably withheld provided that the efficient operation of the Unit takes precedence. Leaves Without Pay shall be for a period of up to one (1) year, with the possibility of extension subject to the approval of the Unit Administrator and the Dean, and of the President.
- C2.2 Members on approved Leaves Without Pay may continue to participate in the pension and group insurance plans for which they are eligible, provided the Member pays both the Member and Employer shares of any premiums without interruption. The provision of benefits will be offered in accordance with plan policies and regulatory guidelines.
- C2.3 Members on approved Leaves Without Pay shall be considered employees of the University during their leave of absence.

C-3 PREGNANCY AND PARENTAL LEAVE

C3.1 Every pregnant Member who:

- a) has been in the employ of the University for a continuous period of sixteen (16) weeks or more or such other period as may be required by the Employment Standards Act; and
- b) makes an application for pregnancy leave to her Supervisor where applicable, or to Human Resources, as appropriate, at least six (6) weeks before the specified due date; and
- c) provides the University with an estimated date of birth; and
- d) applies for Employment Insurance (EI) pregnancy benefits in the prescribed manner, shall be eligible for up to seventeen (17) weeks Pregnancy Leave with pay.

C3.2 During the Pregnancy Leave period the Member will receive:

- a) for the first two (2) weeks, 100% of the employee's nominal salary;
- b) for up to an additional fifteen (15) weeks, an amount equal to the difference between the EI entitlement received by the employee and 100% of the Member's nominal salary;
- c) in the event of EI disentitlement or disqualification for reasons beyond the conditions specified in C3.1, the Member will receive an amount equal to 80% of the Member's nominal earnings for the period of the leave.

C3.3 During the seventeen (17) weeks of pregnancy leave, the Member may continue to participate in the group benefits and pension plan for which the Member is eligible, provided the Member continues to pay the applicable share of the contributions and/or premiums during the pregnancy leave period, in accordance with the provisions of the respective insurance plans and share the premiums of any benefits available to Members for which the Member is eligible. The Employer, in turn, will continue to contribute its share of any contributions and/or premiums.

C3.4 Notice and Pregnancy Leave

- a) The pregnancy leave shall commence at any time during the period of eleven (11) weeks immediately preceding the estimated date of birth.
- b) Where the actual date of birth is later than the estimated date of birth, the employee will be entitled to not less than six (6) weeks' leave after the actual date.
- c) The Member shall give the University at least two (2) weeks' written notice of the date the pregnancy leave is expected to begin. The notice period may be altered by mutual agreement.
- d) The notice period shall not apply if the employee stops working because of complications caused by the pregnancy or because of a birth, stillbirth, or miscarriage.
- e) When the Member is to return to work from the pregnancy leave, the employee shall provide the University with at least two (2) weeks' notice.

C3.5 Duration of Pregnancy Leave

The pregnancy leave of a Member shall end on the latter of:

- a) the day that is seventeen (17) weeks after the pregnancy leave began; or
- b) the day that is six (6) weeks after the birth, stillbirth or miscarriage.

In the case where a newborn child is hospitalized, an employee may - following the first six (6) weeks of the pregnancy leave - postpone the remainder of the pregnancy leave, while the child is hospitalized, but it must be taken within fifty-two (52) weeks from the date of birth of the child.

C3.6 Leave for Parent Who Is Not Taking Pregnancy Leave

- a) Upon the birth of a child, five (5) days' paid leave shall be given to the Member who is not the parent taking pregnancy leave, to be taken within six (6) months of the date of birth.
- b) This leave shall also apply on the occasion of the adoption of a pre-school child coming into the custody and care of a parent for the first time.

C3.7 Parental Leave

Every Member who:

- a) has been in the employ of the University for a continuous period of sixteen (16) weeks or more; and
- b) makes an application for parental leave to the Supervisor, and who
 - i) becomes the natural mother or father of a child, or
 - ii) assumes actual care and custody of a pre-school child, for the purposes of adoption, or,
 - iii) adopts or obtains legal guardianship of a pre-school child under the laws of the Province, **and**
 - iv) **who has opted to take parental leave under the *Employment Insurance Act* and applicable legislation.**

shall be eligible for up to thirty-five (35) weeks of parental leave.

- c) Parental leave shall be taken only during the fifty-two (52) week period commencing on the date of the child's birth or the date on which the child comes into the custody of the Member, whichever is later.
- d) During the period of parental leave (thirty-five weeks maximum), the Member may continue to participate in the pension plan and group insurance plans for which the Member is eligible, provided the Member continues to pay the applicable share of the contributions and/or premiums during the parental leave period, **and** in accordance with the provisions of the respective insurance plans share the premiums of any benefits available to employees and for which the employee is eligible. The Employer, in turn, will continue to contribute its share of any contributions and/or premiums.

C3.8 During the first ten (10) weeks of parental leave, a Member shall receive from the University:

- a) **An amount equal to the difference between the EI benefits received by the Member and one hundred (100) percent of the Member's nominal salary.**

- b) **In the case of a parental leave for adoption, the University shall also pay one hundred (100) percent of the Member's nominal salary for the first two (2) weeks, and an amount equal to the difference between the EI benefits received by the Member and one hundred (100) percent of the Member's nominal salary for the next eight (8) weeks.**
- c) **In the event of EI disentitlement or disqualification for reasons beyond the conditions specified in C3.7, the Member will receive an amount equal to eighty (80) percent of the Member's nominal earnings for the first ten (10) weeks of parental leave.**

C3.9 Notice and Parental Leave

- a) The Member shall give the University at least ten (10) weeks' written notice of the date the parental leave is to begin. The notice period may be altered by mutual agreement.
- b) The notice period in a), above, shall not apply if the Member stops working because the child is born or otherwise comes into the custody, care and control of the parent sooner than expected.
- c) When the Member is to return to work from the leave, the Member shall provide the Employer with at least two (2) weeks' notice.
- d) When **the** Member taking pregnancy leave also elects to take parental leave, the Member must commence parental leave immediately upon the expiry of the pregnancy leave. In the case of both parents being employed by the University, only one (1) parent may be on parental leave at a time and the combined total parental leave shall not exceed thirty-five (35) weeks.

C3.10 Extended Parental Leave

A Member may apply for an extended parental leave without pay, up to a maximum of one (1) year. This application shall not be unreasonably denied. Such application shall be made at least three (3) months prior to the initial period of the parental leave, and shall proceed from the parental leave without interruption into the leave

period. The terms of the extended parental leave shall be the same as described in Article C2 - LEAVE WITHOUT PAY.

C3.11 Term Appointments

Notwithstanding the provisions of this section, an employee who holds a term appointment shall not receive benefits under this section beyond the expiry date of the employee's term of appointment.

C-4 SICK LEAVE

- C4.1 (a) Sick leave is intended to provide short-term income protection for illnesses or injuries that render Members unable to carry out their responsibilities to the Employer. For any one such absence of fewer than five (5) consecutive working days, or any number of absences adding up to fewer than fifteen (15) working days per annum medical documentation will normally not be required. For any single absence lasting five (5) or more consecutive working days, or for multiple absences totaling fifteen (15) or more working days per annum, medical documentation may be required, at the Employer's request.
- (b) The maximum period for full pay and benefits shall be six (6) months (one hundred and thirty-two (132) days).
- (c) Benefits for prolonged periods of disability are provided under a Long Term Disability plan for eligible Members.
- C4.2 Members with term appointments will accumulate sick leave credits at the rate of one and one quarter (1 1/4) days per month, for any month in which the Member works a minimum of ten (10) working days.
- C4.3 The Member shall inform the Unit Administrator as soon as possible of his or her illness in order that adequate alternative arrangements can be made to fulfill the Member's duties.
- C4.4 The Unit Administrator shall advise the Human Resources office immediately when an absence due to illness or injury lasts five (5) consecutive working days, or when absences reach a total of fifteen (15) working days per annum.
- C4.5 The Member shall keep the Employer informed of the latest medical opinion as to the likely duration of any extended or frequent illness. The Member shall provide periodic medical evidence verifying the illness and anticipated return-to-work date, upon request.

- C4.6 In cases of extended or frequent uses of sick leave, the University may require a second medical opinion as to the employee's condition, in addition to the medical evidence provided by the employee.

C-5 VACATION

- C5.1 Members employed on a twelve (12) month basis will be entitled to an annual vacation with pay of one (1) month, defined as twenty-three (23) working days, which may be taken in one (1) or more segments.

Term Members and Members employed on a basis of less than twelve (12) months will be entitled to the same leave, pro-rated to the term of their appointment as a proportion of one (1) year.

- C5.2 Members shall arrange their vacation period(s) at least two (2) weeks in advance of taking annual vacation leave. In scheduling vacation leaves, Members shall give due consideration to their responsibilities to the University. The Member shall collaborate with the Unit Administrator to make acceptable arrangements for meeting the Member's obligations and responsibilities.

- C5.3 Members are not required to work during the scheduled period of their vacation, unless the Member agrees to do so.

- C5.4 Vacation shall be calculated from May 1st to April 30th and shall be deemed to have been used annually. In the first year of employment only, any unused vacation may be carried over to the next year. Requests must be made in writing to the Unit Administrator. In the event that operational requirements result in a Member not being able to take his or her vacation the Member may request in writing, prior to April 30th, a maximum carry over of five (5) days' vacation.

C-6 HOLIDAYS

C6.1 The following shall be paid holidays for all Members:

New Year's Day
Good Friday
Easter Monday
Victoria Day
Canada Day
Gold Cup and Saucer Day (in lieu of August Civic Holiday)
Labour Day
Thanksgiving
Remembrance Day
Christmas Day
Boxing Day, and

any other day declared a holiday by the Board of the University,
by the Federal Government, or by the Provincial Government.

C6.2 Should any of the above days fall on a Saturday or Sunday, the time-off for same will be given on the following workday.

C6.3 When a designated holiday falls within a Member's vacation period, that day will not count as a vacation day.

C6.4 Members employed on a less than full-year basis shall be entitled to those paid holidays which occur during their work period.

C6.6 Members shall also be entitled to other religious holidays and observances by written agreement, in advance, from the Human Resources Department.

C-7 COMPASSIONATE AND BEREAVEMENT LEAVE

C7.1 When there is a death or critical illness of a parent, spouse, common-law spouse, brother, sister or child, the Member concerned may arrange, with the approval of the Unit Administrator for leave from all of the individual's duties and responsibilities. Such leaves shall be with full salary and benefits for a period of not more than five (5) working days.

C7.2 When there is a death of a grandparent, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law or daughter-in-law, grandchild, fiancé or fiancée, or any second degree relative who has been residing in the same household, the Member concerned may

arrange, with the approval of the Unit Administrator for leave from all of the individual's duties and responsibilities. Such leaves shall be with full salary and benefits for a period of not more than three (3) working days.

C7.3 In an emergency a request for leave under Articles C7.1 and C7.2 may be made by telephone (to be confirmed in writing) where the particular circumstances warrant.

C7.4 Where a funeral takes place outside Prince Edward Island, compassionate leave may be extended by a maximum of an additional three (3) working days to allow travel time.

C7.5 A Member shall be granted one (1) day of compassionate leave for funeral duties or for attending the funeral of any second degree relative not specified in C7.2.

C-8 JURY/WITNESS LEAVE

C8.1 The University shall grant leave with full pay and benefits to Members, other than those on any form of leave without salary, who are required by law to serve as jurors in a court of law.

C8.2 The University will grant leave with full pay and benefits to a Member, other than those on any form of leave without salary, who is required by law to serve as a witness in a court action or statutorily-established tribunal, provided that the Member has not initiated the action or is not acting as a defendant with regard to the Member's private affairs .

C8.3 The Member taking such leave is expected to advise the Unit Administrator.

C-9 PROFESSIONAL DEVELOPMENT AND CONSULTATIVE LEAVES

C9.1 At least once a year, Members shall be permitted to attend conferences, workshops, seminars and meetings for professional development purposes and may consult sources outside the University, visit laboratories and/or libraries and seek other sources of material for scholarly endeavours. For such leaves from his or her normal responsibilities, a Member shall advise his or her Unit Administrator of the impending absence at least one (1) month in advance, and shall collaborate with the Unit Administrator, to make acceptable arrangements for meeting the Member's obligations and responsibilities. Such leave shall not exceed five (5) working days except with the prior written request to the Unit Administrator and approval of the Unit Administrator and Dean.

C9.2 Proposal for professional development leave exceeding 5 days may be initiated by either the Member or the University, but in both cases it must be agreed upon by both parties, take into consideration the operational needs of the unit and be formalized in writing.

- a) **A Member on an Employer-initiated professional development leave shall continue to receive his or her regular salary and benefits, as well as all tuition and travel costs, as agreed in advance between the Member and the University.**
- b) **A Member on a Member-initiated professional development leave may be granted salary and/or benefits and/or tuition or other financial assistance at the Employer's discretion. In those cases where no such assistance is provided the Member on leave may continue to participate in pension and group benefits for which he or she is eligible, provided the Member pays both the Member and Employer share of any premiums, without interruption. The provision of benefits will be offered in accordance with the plan policies and regulatory guidelines.**

SECTION D

D-1 SALARY

D1.1 For the term of this Agreement, the salary scale for Clinical Professional Members shall be in accordance with Appendix "A", SALARY SCALE FOR CLINICAL VETERINARY PROFESSIONAL GROUP. The salary upon initial appointment shall be specified in the letter of appointment.

D1.2 Unless otherwise specified in the letter of appointment or otherwise provided in this Agreement, Members shall move up one (1) increment step on the salary schedule on May 1 of each employment contract year in which the Collective Agreement is in effect, until they reach the top step in their level.

D1.3 Members whose initial appointments become effective between May 1 and October 31 inclusive, shall, subject to Article D1.4, move up one (1) increment step on May 1 of the following year. Those whose appointments become effective between November 1 and April 30 inclusive shall remain at the current step on the following May 1st and, subject to Article D1.4, move up one (1) increment step on the May 1st of the next following calendar year.

D1.4 Salary scale provisions

- a) all appointments of Clinical Veterinary Professionals shall be to one of the steps in the salary scale (Appendix A). If the position to which the Member has been appointed requires, in addition to the DVM degree (or accepted equivalent) either:
 - i) post-graduate degree (MSc, MVSc, PhD) or
 - ii) board certificationthe salary shall be placed no lower than step four (4) on the salary grid.
- b) If a Member has been appointed to a position where only a DVM is required, the Member can advance on the scale only to step seven (7), unless the Member has or acquires additional professional qualifications as listed above.
- c) If a Member acquires any of the additional professional qualifications listed above during the course of their employment, the Member shall move up an additional one (1) step on the scale at the start of the subsequent contract year.

D-2 PROFESSIONAL DUES ALLOWANCE

Members who are required, by statute, to belong to a professional association in order to practice in their discipline within their role at the University will, upon presentation of receipts, be reimbursed for the cost of the professional dues for these associations, up to a maximum of five hundred dollars (\$500) per annum. This Article shall take effect October 1, 2005.

D-3 EMERGENCY SERVICES

D3.1 Each member who is required by the Employer to carry a pager for the provision of emergency services shall be remunerated at the rate of one hundred and fifty dollars (\$150.00) per week. The rate of remuneration for carrying a pager for a period of less than a full week shall be fifteen dollars (\$15.00) per weeknight and thirty-seven dollars and fifty cents (\$37.50) per weekend, or the otherwise regular days' off, day and night.

D3.2 Each Member who is required by the Employer to provide emergency veterinary clinical services and is called in on evenings, nights, weekends, holidays, or at times when the University is officially closed, shall be remunerated at a rate of seventy dollars (\$70.00) per hour (billable) spent directly involved in providing the service.

D-4 MARKET DIFFERENTIALS

D4.1 A Market Differential may, at the discretion of the Board, be added to a Member's salary when necessary to recruit or retain a person in a high market demand occupation. A high market demand occupation is one in which a salary premium is necessary to recruit or retain persons with well-defined qualifications in the face of competition in the academic market, taking into consideration salaries paid to individuals of comparable qualifications, professional responsibilities, experience and levels of accomplishment at other universities.

D4.2 Where Market Differentials are applied, a base salary shall be determined in the usual manner for determining rank and step, and then a market differential consisting of a lump sum shall be applied to arrive at the total annual salary.

D4.3 Salary adjustments shall be applied to the total annual salary. The total annual salary shall be utilized for pertinent pension and benefits calculations.

D4.4 Unless otherwise specified in the letter of appointment, the Market Differential will remain in effect as long as the Member continues to work in the same position.

D4.5 The Association shall be notified of the names of the recipients of all Market Differentials and the amount of each. Any information contained therein which has the effect of revealing individual salaries shall be held in strict confidence by the Association.

D-5 GROUP BENEFITS

Eligible Members shall be provided with the following group benefits, in accordance with University policies, and including the cost-sharing of premium arrangements, and with plan provisions:

- a) Group Life Insurance;
- b) Accidental Death and Dismemberment Insurance;
- c) Supplementary Health Care Insurance;
- d) Long Term Disability Insurance;
- e) Pension Plan;
- f) RRSP.

D-6 RETIREMENT ALLOWANCE

D6.1 When a Member with a continuous appointment retires, he or she shall be granted a sum payment equivalent to one (1) month's salary for each five (5) years of consecutive full-time and/or part-time service, to a maximum of six (6) months.

D6.2 Service shall be calculated to the last anniversary date of the Member and each full year in excess of five (5) years shall entitle the Member to an additional one-fifth of the monthly rate.

D6.3 The retirement allowance shall be calculated on the basis of the annual salary being paid the Member immediately prior to his or her retirement or the average of the Member's salary over the five (5) years immediately prior to his or her retirement whichever is greater.

D-7 PROFESSIONAL DEVELOPMENT AND TRAVEL REIMBURSEMENT (PDTR)

D7.1 a) Members with appointments of eight (8) months or longer will be eligible to receive a PDTR pro-rated and according to the term of employment.

- b) **The annual PDTR amount shall be reduced on a pro-rated basis for Members who go on a reduced or part-time appointment, or any Member on a leave of absence under Article C-2 (Leave Without Pay).**

D7.2 The PDTR rate:

- a) **one thousand fifty dollars (\$1050) per annum effective May 1, 2007**
- b) **one thousand one hundred dollars (\$1100) per annum effective May 1, 2008**
- c) **one thousand two hundred dollars (\$1200) per annum effective May 1, 2009**

D7.3 Eligible Members shall receive reimbursement of PDTR claims upon presentation of original receipts. Any portion of the maximum that is not claimed in a given year shall be carried forward into a subsequent year, provided the Member continues to be employed. A maximum of three thousand **six hundred** dollars (**\$3600**) may be accumulated in this manner.

D7.4 Expenses that can be claimed under the PDTR include but are not limited to:

- a) travel and associated expenses related to meetings, conferences, study leave, or other similar professional activities;
- b) registration fees and other expenses for meetings of learned societies, other professional organizations, workshops, seminars, and similar activities;
- c) membership fees in learned societies and professional organizations;
- d) books and subscriptions to scholarly journals;
- e) expenses directly associated with teaching responsibilities or current active research or professional programs;
- f) equipment or instruments, including computers;
- g) **internet access service.**

D7.5 In accordance with University policy, all assets acquired with PDTR funds remain the property of the University. After four (4) calendar years from the date of purchase, or upon retirement or resignation, the Member has the option of purchasing these items from the University at fair market value.

D-8 RELOCATION ALLOWANCE

D8.1 The University will provide newly hired Members with economy one-way airfare to Charlottetown plus similar airfare for spouse and dependents, or actual travel costs if less, against receipts, toward the relocation of a successful candidate being appointed from a regional, national or international employment search, who resides outside of Prince Edward Island.

- D8.2 a) The Employer will contribute towards eligible relocation costs from within Canada up to a maximum of one (1) month's salary, based upon the salary offer at the time of recruitment.
- b) In addition, savings realized under D8.1 above, between the actual receipted transportation costs and the equivalent economy airfare(s) to Charlottetown from the nearest point of departure, may be applied toward the cost of removal in D8.2 a).
- a) In the case of relocation from outside of Canada, the Employer will provide an additional one thousand dollars (\$1,000)(CDN).

D8.3 In exceptional circumstances, and at the discretion of the President, actual moving expenses above these limits may be paid.

D8.4 Implementation of this Article will be in accordance with University policy and applicable tax regulations.

D8.5 Term Appointments

- a) The provisions of this Article shall not apply for term appointments of less than one (1) year, unless specifically authorized in writing by the Dean at the time of appointment.
- b) Term members hired for successive limited-term appointments shall not, for the present purpose, be considered newly appointed.
- c) In cases where a term appointment of 2 years or greater, where the member has received the reallocation allowance and resigns prior to the completion of the term, the provisions of Article B3.1d) shall also apply.

SECTION E

E-1 PERFORMANCE REVIEW

- E1.1 By **1** May each year, term and probationary Members shall provide to the Unit Administrator a current curriculum vitae and a concise written report of their activities as Clinical Professionals for the past year.
- E1.2 By **1** May every second year, continuous Members shall provide to the Unit Administrator a current curriculum vitae and a concise written report of their activities for the past two (2) years.
- E1.3 The report of activities shall include the Member's brief summary of 1) professional service; 2) professional development activity; and, if applicable, University, professional and community service, teaching, and any other information that the Member deems relevant.
- E1.4 The report may also include information on any special factors which the Member believes may affect or which may be affecting his or her performance.
- E1.5 **When reviewing a Member's current clinical responsibilities, factors which should be considered include the total clinical or diagnostic caseload, the relative caseload of individual Members, the quality and timeliness of the provided service, and the resources available. Quality of service will be assessed through quality assurance protocols that exist within the service unit, supervisory review and, where applicable, peer and client feedback.**

Consideration shall also be given to administrative roles and research activities.

When a Member is involved with teaching as specified in Sections A8.5 and H1.5 the format, quantity and quality of teaching shall be considered in consultation with the course coordinator(s). Assessment of teaching through the "Student Opinion of Teaching Surveys" shall occur in the same manner, by the relevant academic Department, as for Faculty, except that the statistical results shall also be provided to the Unit Administrator.

- E1.6 By June 1 of the year in which the report is received, the Unit Administrator shall meet individually with the Member to discuss the report and directions that might be taken by the Member and the Unit.

- E1.7 All reviews shall focus on the effectiveness and general competence with which the duties and responsibilities of the position are carried out **in accordance with Article A8 and this Article.**
- E1.8 **By July 1 the** Unit Administrator shall provide to the Member, in writing, a performance review report. The Member shall be provided an opportunity to respond verbally and in writing.
- E1.9 Materials submitted for the review shall be returned to the Member. A copy of the report and the response(s), provided in accordance with Article E1.8, shall **then** be inserted into the Member's Official Employee file.
- E1.10 The Dean of Veterinary Medicine shall be responsible for ensuring that reviews have taken place in accordance with these policies and procedures.

SECTION F

F-1 LAY-OFF, RECALL AND SEVERANCE

F1.1 For the purposes of this Article, "lay-off" means the termination of the appointment of a continuous Member for reasons other than Retirement, Resignation or for just cause, **or** termination of the appointment of a term Member with at least one (1) year of continuous service in his or her current position, before the expiration of the term appointment, except **where** conditions **are** specified in writing in the letter of appointment.

F1.2 No **lay-off** under this Article shall be treated, described or recorded as a suspension or as dismissal for cause or other disciplinary measure.

Consideration of Lay-off

F1.3 Lay-off of Members shall be on a case-by-case basis. Whenever practicable, term Members shall be laid-off ahead of probationary or continuous Members. In the case where more than one Member performs the same job, the person with the shortest amount of employment **service with the University** shall be the first to be laid off, and so forth.

F1.4 The Employer will notify the President of the Association when the possibility of lay-off becomes evident, and will consult with the Association regarding ways to address the situation.

F1.5 The Employer shall make reasonable efforts to secure positions elsewhere in the University for those individuals subject to lay-off. Individuals who accept such alternative employment shall also accept the existing terms and conditions of the "new" position, **and will retain prior years-in-service.**

Lay-off of Members

F1.6 A Member who is subject to **lay-off** shall be placed on a recall list.

F1.7 The Employer shall provide the Member with a written notice of **the lay-off and alternative employment** options, if applicable. The Member shall respond in writing indicating his or her choice within ten (10) days of receipt of the notice.

F1.8 A Member on **lay-off** and on a recall list shall retain any bargaining unit seniority rights to the date of **lay-off**, and shall retain right to recall, for a maximum of twelve (12) months from the date of the **lay-off**.

F1.9 With the exception of bargaining unit seniority accumulated to the date of **lay-off**, all employee benefits shall cease from the date of **lay-off**, with the exception that Members who are participating in the Supplementary Health Care Plan at the time of notice of **lay-off** shall have the option of continuing to participate in the Supplementary Health Care Plan during the **recall** period by paying both the Employer and Employee share of the plan premiums.

Recall of Members on a Recall List

F1.10 A Member who is on **the recall list** shall be given preferential consideration for rehiring prior to advertising a **bargaining unit** position of similar nature to that from which the Member was laid off **provided the Member has the qualifications to perform the work**.

F1.11 The Employer shall notify the individual being recalled, in writing, by mail requiring proof of receipt to the last address on file. The notification shall state the position to which he or she shall be eligible to be recalled, the date and time by which the Member must provide a response, and the location date and time at which the Member is expected to return to work.

F1.12 It shall be the Member's responsibility to keep the Employer informed of the Member's current qualifications and current address.

F1.13 The Member shall notify the Director of Human Resources in writing of acceptance within ten (10) working days after receiving the recall notice. Notification shall be deemed to have been received on the second (2nd) day following mailing.

F1.14 Where a Member fails to notify the Employer or fails to return to work in accordance with the recall notice, he or she shall lose all seniority as per Article F1 and shall be deemed to have quit the employ of the University.

F1.15 Recalled Members returning to service in the University shall resume all rights and entitlements appropriate to the appointment accepted, **in accordance with clause F1.5**.

F1.16 Recalled Members who held a continuous appointment at the time of lay-off shall resume their continuous status on the effective date of appointment for **any** position to which they are recalled.

F1.17 No new person shall be hired into the bargaining unit until all probationary/continuous Members on **lay-off** who have the required qualifications and abilities for **the** vacant position(s) **are** offered **the** position(s).

F1.18 A laid-off Member who has been recalled to a term position shall automatically **be reinstated to the recall list when the term position ends, unless she or he receives a further appointment pursuant to the terms of this Agreement.**

F1.19 Employees **with recall** status may apply for any job vacancies arising out of a job posting.

Notice and Severance

F1.20 The Employer shall give to each probationary/continuous Member who is laid-off and who has been in his/her position for less than ten (10) years:

- a) Notice: six (6) months' notice, or six (6) months' actual salary in lieu of notice, or a combination of notice and actual salary equivalent to six (6) months;

and, in addition to this provision, severance of:

- b) Severance: one (1) month's salary for each year of full-time equivalent (FTE) service following the initial date of appointment at the University, with a minimum of three (3) months' (FTE) salary and a maximum of eight (8) months' (FTE) salary to be paid at the end of the recall period if the Member has not been recalled.

F1.21 The Employer shall give to each probationary/continuous Member who is laid-off and who has been in his/her position for ten (10) years or more:

- a) Notice: twelve (12) months' notice, or twelve (12) months' actual salary in lieu of notice, or a combination of notice and actual salary equivalent to six (6) months;

and, in addition to this provision, severance of:

- b) Severance: one (1) month's salary for each year of full-time equivalent (FTE) service following the initial date of appointment at the University, with a minimum of ten (10) months' (FTE) salary and a maximum of twelve (12) months' (FTE) salary to be paid at the end of the recall period if the Member has not been recalled.

F1.22 Term appointment Members whose period of appointment is reduced shall receive two (2) months' notice, or pay in lieu of notice or any combination thereof, or until the expiration date of the term appointment, whichever occurs sooner.

F1.23 Time Frames

Any time limits under these procedures may be changed by agreement, in writing, of the Parties.

F-2 GRIEVANCE AND ARBITRATION PROCEDURES

F2.1 Where a dispute arises between the Association or a Member of the bargaining unit, and the Employer, every effort shall be made to settle the dispute in a prompt manner. A dispute is a complaint or grievance regarding the interpretation, application, administration, operation or alleged violation of this Agreement. Disputes shall be settled in accordance with the provisions of this Article and the resolution of a dispute if not settled informally under Article F2.2 may commence under either Article F2.3 or Article F2.6 below.

- F2.2** a) A complaint is a dispute that may be resolved without reference to the grievance procedure.

- b) The Parties will use every effort to encourage informal settlement of complaints. Informal resolution may be achieved by the Grievance Officer discussing the complaint with the appropriate administrator.

F2.3 Grievances are limited to the following types:

- a) an individual grievance is a grievance initiated by the Association on behalf of a single Member;
- b) a group grievance is a grievance initiated by the Association on behalf of a group of Members;
- c) an Association grievance is a grievance initiated by the Association on behalf of the Association with respect to actions taken by the Employer and may involve a matter of general policy or general application of the Agreement;
- d) an Employer grievance is a grievance initiated by the Employer on behalf of the Employer with respect to actions taken by the Association and may involve a matter of general policy or general application of the Agreement.

F2.4 The Association shall provide the Employer with the name of the Grievance Officer(s) authorized to deal with grievances on behalf of Members.

F2.5 All efforts shall be made to settle the grievance at each step including, but not limited to, meetings with all interested parties, provided always that no meetings shall be held between the designated representative or delegate and individual Members of the Association unless a Grievance Officer or other representative of the Association is present.

F2.6 Grievances shall be resolved in accordance with the following procedures:

Step 1

Where the Association decides to proceed with a formal grievance, the Association shall file a formal written statement of the grievance. The statement of grievance shall be submitted to the Dean within twenty (20) days of the date of events giving rise to the grievance, or within ten twenty (20) days of the date when events giving rise to the grievance ought reasonably to have been known, whichever is later.

The Dean shall render a formal decision in writing within ten (10) days of receipt of the formal grievance.

Step 2 (for all grievances)

For grievances initiated at Step 2, the grieving Party shall file a formal written statement with the Vice-President, Finance and Facilities or with the Association, as the case may be, within twenty (20) days of the date of events giving rise to the grievance. If the Association or the Employer initiate grievance at Step 2, or if the decision rendered by the designated representative or delegate for Step 1 is unsatisfactory to the Association, and the Association decides to continue with the grievance, the grievance shall be submitted to the designated representative or delegate for Step 2 within ten (10) days of the rendering of the decision in Step 1. The designated representative or delegate shall convene a meeting with the Parties within ten (10) days of receipt of the grievance.

The designated representative or delegate, shall render a decision within ten (10) days of the meeting of the Parties.

Step 3

If the decision rendered in an individual, group or Association grievance by the designated representative or delegate for Step 2 is unsatisfactory to the Association, and the Association decides to continue with the grievance, the grievance shall be submitted to Arbitration. Likewise, if the decision rendered in an Employer grievance by the designated representative or delegate for Step 2 is unsatisfactory to the Employer, and the Employer decides to continue with the grievance, the grievance shall be submitted to Arbitration. The grieving Party shall notify the other Party of its decision to proceed to arbitration no later than ten (10) days after the receipt of the decision under Step 2. Representatives of the Association and the Employer shall meet no later than ten (10) days after the notification, to determine whether or not the matter shall be submitted to a Board of Arbitration or a sole Arbitrator. If no agreement can be reached within a period of twenty (20) days after the notification, the matter shall be remitted to a Board of Arbitration.

- F2.7 Where either Party fails to reply in writing within the time limits prescribed in this Article, the grievance may be submitted to the next step.
- F2.8 No technical violation or irregularity occasioned by clerical, typographical or technical error shall prevent the substance of a grievance from being heard or judged on its own merits.

F2.9 Arbitration Procedure

Unless there is mutual agreement between the Association and the Employer, no matter may be submitted to arbitration which has not been carried through the grievance procedure as set out above.

F2.10 Time

If the grievor fails to proceed with the grievance within the time limits stipulated above, the grievance shall be conclusively deemed to have been finally abandoned.

APPOINTMENT OF ARBITRATORS

- F2.11 a) If either the Employer or the Association wishes to refer a matter to arbitration, it shall, within ten (10) days of the date on which the grievor received or should have received the disposition to the grievance, give to the other Party written notice of its intention to submit the matter to arbitration, at the same time naming its nominee to the Arbitration Board.
- b) The Party receiving such notice shall within ten (10) days of the receipt of such notice advise the other Party of the name of its nominee to the Arbitration Board.
- c) The two (2) nominees so selected shall within ten (10) days of the appointment of the latter choose a third person as Chair.
- d) In the event that the nominees are unable to agree on the selection of a Chair, the appointment shall be made by the Minister responsible for the *Labour Act* upon application by either nominee.

F2.12 The Parties may agree to use a single arbitrator and the single arbitrator shall constitute the Arbitration Board. In such case, the process and time lines in Article F2.11 shall apply as appropriate.

F2.13 Duties and Powers of the Arbitration Board

- a) The Arbitration Board shall confine itself to the grievance submitted for arbitration and shall have no authority to determine any other issue or issues.

- b) The Arbitration Board shall not have any power to add to, amend, or modify any of the provisions of the Agreement nor to substitute any new provisions for any existing provisions nor to give any decision in conflict with the terms and provisions of the Agreement.

F2.14 The Decision

The decision of the majority shall be the decision of the Arbitration Board and shall be final and binding on the Parties. When there is no majority decision or when there is a single Arbitrator, the decision of the Chair or the single Arbitrator shall be final and binding on both Parties.

F2.15 Costs

Each Party shall pay:

- a) the fees and expenses of its nominee; and
- b) one-half ($\frac{1}{2}$) of the fees and expenses of the Chair.

F2.16 Time Limits

The time limits specified in this Article may be extended through mutual agreement of both Parties and such agreement shall not unreasonably be withheld.

F-3 OFFICIAL EMPLOYEE FILE

F3.1 The Official Employee File

The Employer shall maintain an official file for each Member. The Official Employee File shall be kept by the University in a central location.

The official documents constituting the file shall be the paper originals or an accurate paper copy. Each item in the Official Employee File shall be numbered and listed on an inventory sheet. The inventory sheet shall record each item in the file: its number, its title or a brief description of its nature, the number of pages or parts in it, the date it was added.

F3.2 Contents of the Official Employee File

The Official Employee File of each Member shall contain only material pertaining to the employment of the Member. The material in this file may include, but shall not be limited to, the Member's curriculum vitae, university transcripts, letters of application, salary and work history, disciplinary material, decisions and recommendations together with the reasons arising from personnel decisions involving the Member, and copies of material reflecting professional development and achievement.

No anonymous material, except the statistical results of student evaluations shall be placed in the Official Employee File.

Records of grievance and arbitration procedures shall be kept separately from the Official Employee File. No record indicating that a Member has invoked the grievance and arbitration procedures of this Agreement shall be placed in his or her Official Employee File, except in the case where the grievance or arbitration results in an employment action which requires documentation.

A Member may, on written request, obtain one (1) copy of any document on the Official Employee File, at no cost.

F3.3 Additions to the Official Employee File and Challenges to Additions by the Member

Only the Member, the Dean, the President or their designates may authorize the placing of documents in the Official Employee File.

Routine information such as changes in salary, benefits or similar documentation will be ordinarily placed in the file without individual authorization. **The Member will be advised when any letter of complaint is placed in his or her Official Employee File.**

A Member has the right to include, in the file, rebuttal or written comments on the accuracy, meaning, relevance or completeness of any document in his or her file; and to add to the file any documents that he or she considers relevant.

F3.4 Removal of Materials from the Official Employee File

Material shall only be removed from the file in **the** following circumstances:

- a) upon receipt of proof that there is false, irrelevant or inaccurate information in a Member's file; or
- b) any disciplinary action given in writing and becoming part of a Member's Official Employee File shall, after five (5) years and upon written request from the Member, be removed and returned to the Member if no subsequent infraction has occurred; or
- c) as all or part of the settlement of a grievance or complaint; or
- d) by mutual consent of the University and the Member.

F3.5 Access to the Official Employee File

None of the contents of the Official Employee File shall be released or made available to any person without the consent of the Member, except when required:

- a) for official University administrative purposes;
- b) for grievance and arbitration purposes;
- c) by this Agreement; or
- d) by law.

Access to any of the contents of an Official Employee File for a), b) and c) above shall be accompanied by a formal statement informing those concerned of the confidential restrictions on the use of the files. Access for d) above shall be granted only to individuals who present appropriate authorization that such access is required by law.

Members shall have the right, during normal business hours and upon five (5) working days' notice, to examine the contents of their Official Employee File. The examination shall be carried out in the presence of a person designated by the President. Members shall be required to provide identification before access to the file is granted. Members shall not remove the file or any of its contents from the office in which it is held.

F-4 NEGOTIATIONS

F4.1 Except as otherwise provided in this Agreement, the provisions of this Agreement shall be to the benefit of and be binding on both Parties for conditions and wages as herein provided from and after the date of signing. Thereafter, the Agreement shall continue in force from year to year unless notice in writing is given not less than ninety (90) calendar days preceding the expiry date of the Agreement, stated in Article F5.1, by either Party giving notice to the other Party of a desire to negotiate a new Agreement.

F4.2 The Parties shall notify each other in writing of the names three (3) persons to constitute the negotiating committee members and shall begin negotiations within twenty (20) working days. The time limits specified in this Article may be extended through mutual agreement of both Parties and such agreement shall not unreasonably be withheld.

F-5 TERM OF AGREEMENT

F5.1 This Agreement shall be effective for the period **May 1, 2007 to April 30, 2010** and shall remain in effect thereafter until a new agreement is signed, or the right to strike or lockout is exercised, whichever first occurs.

F5.2 Unless stated otherwise, all benefits of the Agreement, excluding wages, shall become effective from the first full pay period following the signing of the Agreement.

F-6 DISCIPLINE

F6.1 A Member may be disciplined only for just cause. Disciplinary action shall be based on the principle of progressive discipline, shall be commensurate with the seriousness of the misconduct and its aim shall be corrective.

F6.2 In cases of allegations of discrimination, harassment or misconduct in research and scholarly work, the complaint and investigation procedures which may lead to discipline will be carried out in accordance, respectively, with the Fair Treatment policy and the Policy on Integrity in Research and Scholarly Work. Any disciplinary action will be taken in accordance with F6.

F6.3 The Parties to this Agreement shall make every effort to resolve conflicts in the University community through non-adversarial processes.

F6.4 The University agrees that it bears the onus of proving that any disciplinary measure taken was for just cause.

F6.5 At all stages of the disciplinary process a Member shall have the right to have a representative of the Association in attendance.

F6.6 Once the Employer decides to discipline the Member, written notice of allegations and complaints shall be formally and completely disclosed **in accordance with the procedures set out in F6.10. No additional matter may be brought forward as grounds for disciplinary action, dismissal or suspension within this process unless it was previously stated in the written details given to the member prior to any disciplinary hearing.**

F6.7 Types of Disciplinary Measures

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

- a) written warning;
- b) written reprimand;
- c) suspension of, or removal of, privileges;
- d) suspension with pay;
- e) suspension without pay;
- f) dismissal for cause.

F6.8 Suspension is the act of the University in relieving a Member of some or all University duties for cause without his or her consent.

F6.9 Dismissal for cause means the termination of an appointment by the University without the consent of the Member. It does not include: non-renewal of a probationary or limited-term appointment, or layoffs.

F6.10 Where an allegation of a disciplinary nature has been made against a Member, the Employer shall **deal with the matter in an expeditious and discreet manner and, if disciplinary action may be warranted, the Employer shall:**

- a) **within ten (10) working days**
 - i) initiate an investigation into the matter
 - ii) notify the Member in writing, with a copy to the Association, that an investigation is being conducted into allegations which may lead to disciplinary action . **The allegation(s) must be clearly stated in this written notification.**
- b) maintain appropriate documentation;
- c) meet with the Member and/or the Association within twenty (20) working days of the notice referred to in **F6. 10a) ii)** above, to review the details of the allegation(s), as they are known to that point, and to provide the Member with the opportunity to present his or her response and attempt to resolve the matter in a manner acceptable to all concerned;
- d) provide the Member with a further seven (7) working days from the date of the meeting referred to in **(c)** above to present his or her response to all the evidence, to correct any misunderstandings;
- e) meet with the Member and/or the Association **within ten (10) working days of the time line referred to in d) above**, to provide its decision with respect to whether discipline is warranted. The Member may propose a means to resolve the matter in a manner acceptable to all concerned.

F6.11 The Employer shall notify the Member and the Association, **of its determination as to whether or not disciplinary action is warranted**, in writing **and** within ten (10) working days of the meeting referred to in **F 6.10 e)**. **If it is determined that disciplinary action is not warranted**, this shall conclude the matter. **Otherwise, the type of disciplinary measure intended shall be specified.**

F6.12 The **Association** shall have twenty (20) days from the time **of the written notification referred to in F6.10 above, to initiate a grievance under Article F-2.**

F6.13 The time lines in **Articles F6.10, F6.11 and F6.12 may be extended by mutual agreement between the Employer and the Association.**

F6.14 Letters of warning or reprimand shall be clearly identified as being disciplinary measures, and shall contain a clear statement of the reasons for taking this action.

F6.15 If the Employer imposes a suspension, either with or without pay, or decides to dismiss the Member for cause, the Member and the Association shall be notified in writing with a clear statement of the reasons for taking this action.

F6.16 Notwithstanding the provisions above, if there is a serious infraction and/or an immediate danger arising from an incident involving a Member, the Employer shall have the right to immediately intervene and suspend a Member with full pay and benefits pending an investigation. The Parties recognize that any action taken in such case does not constitute, in and of itself, disciplinary action but is for the protection of the Member, the Employer and the University. As soon as possible, the Association shall be informed of the University's action.

F6.17 No notice of disciplinary action or any other document concerning disciplinary action shall be placed in a Member's Official Employee File without the Member being given an opportunity to read its contents. Upon request, the Member shall be provided with a copy for his or her own records.

F6.18 In the event that a Member grieves a dismissal, the grievance may, at the option of the Association, be referred directly to arbitration. Both parties shall expedite the hearing of the matter so that a decision will be rendered as quickly as possible after the appointment of the Arbitration Board. The Arbitration Board chosen must agree to hold a hearing within three (3) months of appointment, or within such longer period as is agreeable to both Parties, and to render a decision within one (1) month of the hearing or within such longer period as is agreeable to both Parties.

F6.19 In reviewing a discipline case, the Arbitration Board's authority shall be limited to:

- a) confirming or not confirming the Employer's action in disciplining or dismissing a Member;
- b) reinstating the Member with full compensation for any wages, benefits or other privileges lost; or
- c) any other arrangement which is just and equitable in the opinion of the Arbitration Board.

F6.20 Notwithstanding the initiation of the Arbitration process, the Parties may agree to a mutually acceptable resolution of the matter. This will terminate the Arbitration process and resolve the grievance.

F6.21 All written communications from the Employer to the Member **or** to the President of the Association or her or his representative in matters of discipline shall be by personal service or registered mail.

SECTION G

No articles.

SECTION H

H-1 WORKLOAD

H1.1 Clinical Veterinary Professional Members' Workload

- H1.1.1 The workload of Members involves, in varying proportions, a reasonable balance of those elements set out in Article A-8 (Responsibilities of Clinical Veterinary Professionals).
- H1.1.2 The workload of Members shall be established with due regard for the time requirements for clinical service and, as applicable, teaching, scholarly and professional responsibilities.
- H1.1.3 Members' duties and responsibilities in a clinical service unit will be determined by the Unit Administrator in consultation with the Member and, where necessary, with other departments and units with which they directly interact on a regular basis.
- H1.1.4 Members may accept additional non-clinical duties provided that these would not prevent them from fulfilling their regular clinical duties.

H1.2 Emergency Clinical Services Workload

Members who provide emergency services at the Atlantic Veterinary College shall be required to provide no more than their proportionate share of such service. Such proportionate shares shall be determined by and reflect the staffing levels and relative responsibilities of the members of each specialty.

H1.3 Scheduling

H1.3.1 The days and hours of work will be those initially established for the Member by the service unit, and may vary from week to week according to the time of year and level of service required. The pattern of hours will vary for periods of time, but the norm is expected to be approximately 40 hours per week. Once established by the Employer, and with the exception of emergency situations, changes to this pattern and norm will occur in consultation with the Member and will require at least two weeks' advance notice unless mutually agreed.

H1.3.2 If, because of extenuating circumstances, and with the ongoing approval of the **Associate Dean, Professional Services and/or** Director involved, a Member must work more than 40 hours per week for a **continuous period of three weeks**, the **Associate Dean Professional Services and/or** Director shall, within a reasonable period, ensure that the Member is granted equal time off, or, at the **Associate Dean Professional Services and/or** Director's option, pay the Member for the extra time worked.

H1.4 Safety equipment

Members who provide clinical service shall be fully reimbursed for the costs associated with the purchase of all pre-approved safety items required to provide such service. Such items may include clothing, protective eyeglasses, organic vapour masks, appropriate footwear, and so forth. Additional items beyond what is normally required shall only be reimbursed on a pre-approved basis.

H1.5 Teaching by Clinical Veterinary Professional Members

Teaching carried out by Members shall be conducted according to the protocols and practices established by the respective academic departments and shall be consistent with the provisions of Articles A8 and H1.1.3.

H-2 WORKING CONDITIONS

H2.1 Facilities and Support Services

The Board acknowledges a continuing responsibility to maintain a

climate in which the clinical service and other functions of the Members may be effectively carried out, and undertakes, therefore, to provide a level of facilities and support services consistent with this responsibility, but also with consideration to the fiscal resources of the University and the existing condition of campus facilities.

H2.2 Accommodation of Disability and Illness

H2.2.1 Members with a physical or mental disability have the right to accommodation as defined by adjustments in the terms and conditions of employment and consistent with the Article A-7 (Non-Discrimination). Such accommodation shall be reasonable to the point of undue hardship as defined by law.

H2.2.2 Upon request, of a Member requiring accommodation, the University and the Member will develop an accommodation plan in consultation with the Association. In doing so, the Parties may consult jointly with individuals having appropriate expertise.

H2.3 The Employer agrees to carry errors and omissions insurance covering its employees. A copy of this insurance policy shall be provided to the Association upon request.

H-3 EMPLOYMENT IN EXTERNAL REMUNERATIVE ACTIVITIES

H3.1 Members' employment in external remunerative activities (hereinafter to be referred to as "external employment") may enhance the reputation of the University, and the professional, scholarly and scientific competence of Members.

H3.2 Members agree not to engage in any external employment which would prevent them from fulfilling their duties and responsibilities as defined in this Agreement. Members may earn supplementary income from external employment, providing that such employment does not conflict with their ability to fulfill their responsibilities to the University.

H3.3 Members shall not engage in any external employment which is in direct competition with existing services provided by the University.

H3.4 Members shall discuss their involvement in external employment with their Unit Administrator and the Dean to ensure that no conflicts arise with their primary duties and responsibilities

H-4 INTELLECTUAL PROPERTY (IP)

- H4.1 This Article applies to situations when Members are carrying out teaching and self-conceived, self-directed research.
- H4.2 The parties agree that Members have no obligation to seek intellectual property protection for the results of their work, nor to modify their scholarly endeavours to enhance the ability of their work to be protected.
- H4.3 Members have the right to and are encouraged to discuss and publish the results of their scholarly endeavours as fully as may be reasonably possible.
- H4.4 a) The University, in keeping with long-standing academic custom, recognizes the ownership by the Member(s) of copyright in traditional works of authorship such as, textbooks, scholarly monographs and articles; bibliographies; glossaries; lectures and laboratory notes, whether such works are disseminated visually, in print, or electronically.
- b) Unless governed by specific contracts to the contrary, the University recognizes the ownership by the Member(s) of copyright in computer programmes, correspondence course packages, broadcast courses, interactive textbooks, course work delivered on the Internet, multimedia instructional packages, programmed instructional material and continuing educational material.
- H4.5 The Member shall grant to the Employer a non-exclusive, royalty-free, irrevocable and non-transferable right to use, solely for the University's internal use and programmes, any Intellectual Property developed by the member when such Intellectual Property results from the use of the University's time, funds, facilities, support or technical personnel. Such right, however, shall not include the right to license or exploit the Intellectual Property for any purpose other than the internal use of the University.
- H4.6 Neither the University nor the Member shall enter into any agreement with a third party which alters or abridges the intellectual property rights of the other, without the other's written consent.

H4.7 Proprietary Technology

H4.7.1 Proprietary Technology refers to an invention, discovery, improvement, new plant breed, industrial design, trade secret, computer programme or the like.

H4.7.2 In the event of any Proprietary Technology resulting from endeavours undertaken by a Member using University facilities, the University as well as the Member would be deemed to have an interest in any benefits to be obtained from commercial exploitation of the Proprietary Technology.

H4.7.3 The Employer waives all interest in or claim to any Proprietary Technology made by a Member without use of University time, funds, facilities, support or technical personnel.

H4.7.4 Members may publish their inventions, improvements, designs, developments and so forth, but must be aware that such publication may become a hindrance to the exploitation of the Intellectual Property. Members should consult with the Office of the Vice-President, Research and Development and the Associate Dean, Graduate Studies and Research with respect to any restrictions the funding agency(ies) supporting the Member and /or his or her scholarly endeavours may have placed on that work, prior to submitting for publication/presentation any material which may be patentable or for which registration or copyright is advisable.

H4.7.5 Unless governed by specific contracts or third party agreements to the contrary, where the Member has developed Proprietary Technology with the use of University time, equipment, supplies, facilities or resources or with resources administered by the University, which the Member believes may be worthy of intellectual property protection, the Member shall, subject to Article H4.7.6 enter into a contract with the University in a timely fashion which provides that:

- a) the University will manage and arrange financing for the costs of obtaining patent protection or copyright protection and of exploitation, as appropriate to the Proprietary Technology; and
- b) revenue shall first be used to reimburse the costs paid by the University and shall thereafter be divided on a proportionate split between the Member and the University and any applicable third parties;

H4.7.6 Unless there are specific contracts or third party agreements to the contrary, if the University decides to decline or terminate a contract with the Member, as referred to in this clause, the Member subsequently may pursue alternate arrangements.

H4.8 Dispute Resolution

H4.8.1 Except as noted in H4.8.2, all disputes concerning Intellectual Property are subject to review by a three (3) person panel, composed of one member appointed by the Association, one member appointed by the University, and a third member (who shall be Chair) to be chosen by the two appointed members. The panel shall follow procedures consonant with due process. It shall conduct a hearing and may require oral and/or written submissions. An advisor may accompany any party to the hearing. The panel's decision shall be final.

H4.8.2 In the event that the ownership rights of intellectual property becomes a matter of dispute solely between the Member or Members and the University, the matter shall be submitted to mediation before an individual expert in such matters, mutually agreeable to the Employer and the Member. If satisfactory resolution is not provided by mediation, the matter may be submitted to arbitration as specified in Article F-2 (Grievance & Arbitration Procedures), provided, however, that the Arbitration Board Chair, or sole Arbitrator, if applicable, shall be an individual knowledgeable in such matters.

H-5 STRIKES AND LOCKOUTS

H5.1 There shall be no strikes or lockouts during the term of this Agreement.

H5.2 Refusals to perform the work of striking employees and to handle the work normally performed by other employees during any dispute with the Employer, shall not be considered as a strike as defined in the *Labour Act*. These refusals shall not be considered as grounds in themselves for disciplinary action.

H5.3 The University shall not refuse to re-employ a Member solely as a consequence of a strike declared by the Association, or a lockout imposed by the University.

H5.4 Essential Services

- a) The Parties agree that proper care of animals and critical research facilities and equipment will be maintained by Members of the Association in the event of a work interruption, lockout, or legal strike.
- b) For the purpose of this Article:
 - i) proper care implies provision of emergency clinical diagnostic testing and reporting, appropriate temperatures, humidity, light cycles, ventilation, food, water and cleaning as well as exercise and medical and necessary care where appropriate;
 - ii) animals include animals in research, teaching, testing, wildlife and client owned animals;
- c) Within thirty (30) days of the signing of this Agreement, the Employer will identify a number of positions which it deems sufficient to provide for continuous proper care of animals in the event of a work interruption, lockout, or legal strike. The Joint Committee will meet with a view to finalizing the list through the execution of a Memorandum of Agreement, and such agreement shall be effective until such time as a new Collective Agreement is signed.
- d) All persons so designated will be paid as per the Faculty Association Unit #2 Collective Agreement in effect immediately prior to the strike or lockout.

H5.5 Only essential care duties will be assigned to designated employees.

H-6 PRIVACY

H6.1 Data Collection and Use of Personal Information

- a) Personal information includes any information about an identifiable individual such as age, race, religion, financial information, Social Insurance Number, etc., and excludes employment/organizational information such as name, rank, employment status, title, business address, business telephone number.
- b) The University shall specify, at the time of collection, the purposes for which personal data are collected. The subsequent use of such data shall be limited to the fulfilment of those purposes or as may be determined by the Joint Committee.
- c) The University shall release a Member's data from files in the University's possession only as required for legitimate administrative needs, by law, this Agreement, or with the prior written consent of the Member.

H 6.2 Privacy Rights and Surveillance

- a) Members have the right not to be put under surveillance without being notified, though this right is limited by situations of danger and threats to the members of the University community or in cases of activities in contravention of the law. This right not to be watched by the Employer includes non-electronic surveillance, electronic eavesdropping or video cameras, and any kind of computer surveillance or other devices.
- b) Before posted surveillance devices are installed, the Employer will notify the Association of their location.
- c) The Parties recognize that the safety of employees, staff, students and the general public may require the violation of individual privacy through the installation of video cameras, audio recorders or other monitoring devices in public access areas of the campus such as parking lots, walkways, building entrances, exits and hallways. Any area subject to such surveillance must be identified by a posted notice to that effect.
- d) For greater clarity, University classrooms, other areas used for teaching purposes (not including space outside University buildings), Members' offices, work space and laboratories are not considered public access areas.
- e) The Parties agree that Members have the right to privacy in the contents of their personal and professional communications as they are being made using University services, and in the contents of the files Members maintain, whether these communications and files are on paper or in electronic form. The Parties undertake to respect and preserve that right using all reasonable measures. However, this Article in no way limits the right the Employer has to use material contained in the Employer's files, including communications to, from and concerning Members.

Signed at Charlottetown, Prince Edward Island this 4th day of March, 2011.

FOR THE EMPLOYER

Arden Bangor
Witness

Peggy Leaky
University of Prince Edward Island

Jean MacIntosh
University of Prince Edward Island

P. Leaky
University of Prince Edward Island

FOR THE ASSOCIATION

Arden Bangor
Witness

P. Leaky
University of Prince Edward Island
Faculty Association

Betty Jeffery
University of Prince Edward Island
Faculty Association

P. Leaky
University of Prince Edward Island
Faculty Association

P. Leaky
University of Prince Edward Island
Faculty Association

SECTION I - APPENDICES

APPENDIX A

SALARY SCALE

CLINICAL VETERINARY PROFESSIONAL GROUP

Step	May 1, 2007	May 1, 2008	May 1, 2009
1	\$ 59,864	\$ 61,600	\$ 62,832
2	\$ 62,002	\$ 63,800	\$ 65,077
3	\$ 64,141	\$ 66,001	\$ 67,321
4	\$ 66,279	\$ 68,201	\$ 69,565
5	\$ 68,417	\$ 70,401	\$ 71,809
6	\$ 70,554	\$ 72,600	\$ 74,052
7	\$ 72,693	\$ 74,801	\$ 76,297
8	\$ 74,831	\$ 77,001	\$ 78,541
9	\$ 76,969	\$ 79,201	\$ 80,785
10	\$ 79,107	\$ 81,401	\$ 83,029
11	\$ 81,244	\$ 83,600	\$ 85,273
12	\$ 83,381	\$ 85,799	\$ 87,516

MEMORANDUM OF UNDERSTANDING

Between

The Board of Governors of the University of Prince Edward Island
(the Employer)

- and -

The University of Prince Edward Island Faculty Association
(the Association)

Re Mandatory Retirement Bargaining Unit No. 2 Collective Agreement May 1st, 2007 to April 30th, 2010

The Parties have successfully negotiated all the terms and conditions for a Collective Agreement for Bargaining Unit No. 2 covering the period from May 1st, 2007 to April 30th, 2010.

The Parties acknowledge that a panel of the Prince Edward Island Human Rights Commission issued an Order on June 4th, 2010 that mandatory retirement was contrary to the *Human Rights Act* RSPEI 1988, CAP.H-12 and ordered that the employer refrain in the future from committing the same or similar contravention, namely mandatory retirement.

The Employer has sought judicial review of the order of the panel of the Human Rights Commission and that judicial review application is currently pending before the Supreme Court of Prince Edward Island. It is anticipated by both parties that the outcome of the judicial review may be subject to further appeal.

The parties agree that in the event it is ultimately determined following the exhaustion of all possible appeals, that the panel of the Human Rights Commission erred in finding that mandatory retirement provisions violate the *Human Rights Act* RSPEI 1988, CAP.H-12, the parties agree that the following clauses will be reinstated as terms of the Collective Agreement covering the period from May 1st, 2007 to April 30th, 2010.

"The Parties agree that there shall be no discrimination exercised or practiced with regard to any matter relating to the terms and conditions of employment on the grounds of Association membership or any other grounds prohibited by the *Human Rights Act*, including:

A 7.1 - age (except for retirement at age 65)"

and

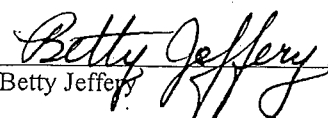
B 3.2 "Retirement at Age 65

- a) All Members shall retire upon attaining the age of 65 years.
- b) The retirement date for a Member whose date of birth falls between January 1st and June 30th may be July 1st following his or her 65th birthday. Likewise, the retirement date for a Member whose date of birth falls between July 1st and December 31st may be January 1st following his or her 65th birthday."

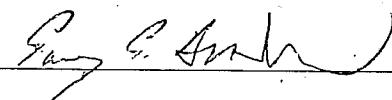
DATED at Charlottetown, Prince Edward Island, this 4th day of February, 2011.

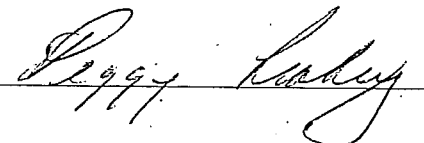
For the Faculty Association:


David Seeler


Betty Jeffery

For the Employer:


Fay C. Smith


Peggy Lundy

APPENDIX C
Memorandum of Agreement
Re: Group Benefits

The Parties to this Agreement hereby agree to the following regarding the provision of group benefits for Members:

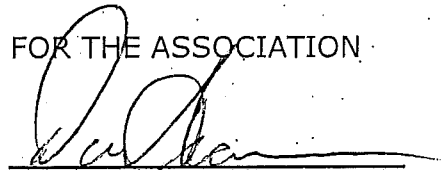
- 1 The current practices and provisions will remain in effect until a new collective agreement is negotiated, or sooner if mutually determined by the Parties.
- 2 The parties agree that the group benefits for the UPEIFA Unit #2 will be the same as established that for Unit #1.
- 3 Any subsequent adjustments to the provisions of Article D5 will be subject to the collective bargaining process.

Dated this 14 of September, 2010.

FOR THE EMPLOYER

A handwritten signature in cursive script, appearing to read "Peggy Leahy", written over a horizontal line.

FOR THE ASSOCIATION

A handwritten signature in cursive script, written over a horizontal line.

Serial No. 03-03



File No.

03-006

Decision No.

ORDER

IN THE MATTER OF THE APPLICATION FOR CERTIFICATION

BETWEEN:

UNIVERSITY OF PRINCE EDWARD ISLAND FACULTY
ASSOCIATION

APPLICANT

AND:

BOARD OF GOVERNORS OF THE UNIVERSITY
OF PRINCE EDWARD ISLAND

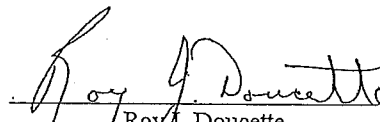
RESPONDENT

WHEREAS an application for Certification as bargaining agent of a unit of employees of the University of Prince Edward Island has been received by the Prince Edward Island Labour Relations Board under the *Prince Edward Island Labour Act*;

AND WHEREAS, following investigation and consideration of the Application for and of the submissions of the parties concerned, the Board has found the Applicant to be a trade union within the meaning of the *Prince Edward Island Labour Act* and has determined the unit described hereunder to be appropriate for collective bargaining and has satisfied itself that a majority of employees wished the applicant trade union to be certified as bargaining agent on their behalf;

NOW THEREFORE, it is hereby ordered by the Prince Edward Island Labour Relations Board that the University of Prince Edward Island Faculty Association, be, and it is hereby certified to be the bargaining agent for SEE ATTACHED SCHEDULE "A" employed by the Board of Governors of the University of Prince Edward Island.

ISSUED at Charlottetown, this 26th day of September, 2003, by the Prince Edward Island Labour Relations Board and issued under the hand of its Chief Executive Officer.


Roy J. Doucette
Chief Executive Officer

PANEL:

Robert MacArthur, Chair
Elizabeth MacFadyen, Member
Fraser MacDougall, Member

SCHEDULE A

(Detailed Description of the unit claimed by the respondent to be appropriate for collective bargaining, including the municipality or other geographic area affected)

All contract professional veterinary services providers employed by the University of Prince Edward Island. For greater clarity, the bargaining unit includes the following positions:

Fish Pathologist, Staff Veterinarian, Clinical Pathologist, Staff Anaesthetist, Diagnostic Virologist, Wildlife Pathologist, Veterinary Pathologist, Community Practice Veterinarian, Staff Clinician, Anatomic Pathologist

Save and except,

- Deans
- Associate or Assistant Deans
- Those above the rank of Dean
- The University Librarian
- Persons acting in any above capacity for more than one month in any twelve month period
- Students, interns, residents, post-doctoral fellows, and research associates
- Member of the Board of Governors
- Persons that are on leave, secondment, or exchange from another university or employer for a period of up to two years
- Positions covered by an existing collective agreement
- Persons who are primarily engaged in managerial or administrative functions
- Those otherwise excluded by the Labour Act of Prince Edward Island, and
- Dr. Ian Moore (Contract Staff Veterinarian (Ambulatory Equine))

accepted by the Parties 11 September 2003

Memorandum of Agreement

Between

**The University of Prince Edward Island
(Hereinafter called the "University")**

And

**The Canadian Union of Public Employees (CUPE), Local 501
Canadian Union of Public Employees (CUPE), Local 1870
International Brotherhood of Electrical Workers (IBEW), Local 1432
University of Prince Edward Island Faculty Association (UPEIFA) Unit#2
University of Prince Edward Island Faculty Association (UPEIFA) Unit#1**

(Jointly, Hereinafter called the "Parties")

Whereas the Unions desired to negotiate enhancements to the UPEI Pension Plan;
AND

Whereas the Parties participated as a joint group and reached an agreement on changes to the UPEI Pension Plan,

Therefore:

1. The Parties have reached an agreement to the implementation of and participation in the changes to the UPEI Pension Plan as described below in this Memorandum of Agreement:
2. The University has clarified that the definition of "spouse" in Section 1.27 of the UPEI Pension Plan includes married and common-law relationships.
3. The University has clarified that "service" applies to regular full-time and regular part-time employees. It does not apply to term appointments (i.e., replacement, temporary, Sessional Instructor, casual).
4. The University has confirmed that UPEI Pension Plan Section 3.2 has been deleted in its entirety and Sections 3.3 and 3.4 have been rescinded, eliminating references to 30th birthday. These were replaced with a new Section 3.2 indicating that the effective date

of becoming a Member of the Plan shall be coincident with commencement of employment.

5. The Parties agree to replace Section 3.6 of the Pension Plan with the following:
A Member with two or more years of membership in the Plan who becomes employed on a less than full-time basis must continue to make contributions to the Plan in respect of his less than full-time earnings.
6. The Parties agree that the changes specified below shall apply to those individuals who are current Members of the UPEI Pension Plan on July 1, 2010, forward.
7. The Parties agree that employees who have ceased employment with the University prior to July 1, 2010 are not eligible for this Plan improvement.
8. With respect to the past service improvements, the Parties agree;
 - a) To implement a past service improvement so as to provide a full 2.0% of the best 3 year average salary times years of service, for the service period after December 31, 1989 and up to and including December 31, 1998, subject to approval by the Canada Revenue Agency.
 - b) For the period of January 1, 1999 to June 30, 2010 the benefits will continue to be calculated on an integrated basis. An "Integration Ratio," as defined via amendment to the Plan, will be determined for each Pension Plan Member as at July 1, 2010. The means of implementation of this change is subject to approval by the Canada Revenue Agency.
 - c) Commencing July 1, 2010, Plan Members will pay an additional 0.88% of payroll, to cover the estimated cost of the additional benefit, for each of the next 15 years. Commencing July 1, 2025, the contribution rates paid by Plan Members on both CPP earnings and non-CPP earnings will be reduced by this same amount.
9. With respect to future service improvements, the Parties agree to de-link the contributions from the benefit determination so that, effective July 1, 2010, benefits will be based on an accrual formula as follows:
 - a) 2% of the average of the Employee's best 3 years of annual pensionable salary up to the average YBE for the same 3 years; plus
 - b) 1.50% of the same average pensionable salary in excess of the same average YBE and up to the average YMPE for the same 3 years; plus
 - c) 2% of the same average pensionable salary in excess of the same average YMPE, the total multiplied by:
 - d) Pensionable service on or after July 1, 2010.

10. The Parties agree that, commencing July 5, 2010, the UPEI Pension Plan Member contribution rate will be 5.4% of pay on CPP earnings and 7.2% of pay on non-CPP earnings. These rates are inclusive of the amount referenced in 8 (c) above.
Commencing July 1, 2025, the contribution rates paid by Plan Members on both CPP earnings and non-CPP earnings will be reduced by the amount referenced in 8(c) above.
11. The University will execute the necessary UPEI Pension Plan amendments to follow up.

Signed in Charlottetown, Prince Edward Island:

Date: 14 October 2010 for CUPE, Local 1870 Leo Chavira

Witness

Date: Oct 14/10 for CUPE, Local 501

Witness

Date: _____ for IBEW, Local 1432

Witness

Date: 14 October 2010 for UPEIFA, Unit #2

Witness

September, 2010
Memorandum of Agreement – UPEI Pension Plan

Date: 19 October 2010

for UPEIFA, Unit #1

Dee Le
Wayne

Witness

Date: Nov. 19, 2010

for University of PEI

Emy S. An
Bernadette Flood

Witness