



Simon Fraser University Administrative & Professional Staff Association



SIMON FRASER UNIVERSITY

AD 10 Policies for Administrative and Professional Staff

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SIMON FRASER UNIVERSITY

Policies and Procedures

Date **Number**
April 1, 1999 AD 10-01

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1. General Policy Statement

1.1 The AD 10 Policies set out the responsibilities, rights, and terms and conditions of employment for Administrative and Professional Staff (see in bold below) and apply only to this group. The University has an obligation to exercise a duty of fairness in the application of the AD 10 Policies and in relation to matters not covered by the AD 10 Policies.

University Support Staff comprise the following groups:

| University Support Staff | | | | |
|--|--|--------------------|---|----------------------|
| University administrative and professional staff | | | TSSU | Polyparty |
| | | | CUPE | Student appointments |
| Administrative and Professional Staff (Association Group) | | Contract Employees | Excluded positions (Basic Agreement: Appendix A | |
| APSA members | Grandfathered Employees or Conscientious Objectors | | | |

1.2 If there is a conflict between the terms of the AD 10 Policies and the

terms of the APSA Basic Agreement, the APSA Basic Agreement will prevail.

1.3 The University and APSA agree that the AD 10 Policies will be implemented and administered fairly and consistently across the University community taking Employment Equity Policies into consideration.

1.4 The AD 10 Policies may be amended from time to time in accordance with the Basic Agreement and with the procedures set out in Section 4.01 - 4.02 of this Policy.

2. Definitions

2.01 The following definitions apply to all AD 10 Policies.

2.02 The definitions below defined in the singular include the plural.

Actual Salary -- cash compensation paid to an Employee.

AD 10 Policies -- the series of policies numbered AD 10.1 through to and including AD 10.22 applicable to Administrative and Professional Staff.

Administrative and Professional Staff -- (also referred to as "Employees") all Administrative and Professional Staff employed by the University whose employment is not covered by a collective agreement and who are APSA members, or Conscientious Objectors or 'Grandfathered' Employees. Excluded from this definition and the AD 10 Policies are Contract Employees and employees who are excluded from APSA by Article 3 – Appendix A. of the APSA Basic Agreement.

Administrative and Professional Staff Position -- a Continuing Position or a Temporary Position.

Anniversary Date - the month and day of the month that the Employee was first appointed to his/her current position or the month and day of the month that the Employee's position was last reclassified, whichever occurred most recently.

Annual Salary -- an Employee's regular earnings (excluding acting pay or Temporary Promotion pay) paid to an Employee, annualized over a twelve (12) month period.

Anomaly -- an occupied Administrative and Professional Staff Position that has been reevaluated and reclassified to a lower salary grade.

APSA -- the Simon Fraser University Administrative and Professional Staff Association.

APSA Basic Agreement -- the Basic Agreement for Collective Bargaining and Consultation between the University and APSA.

Arbitration -- Step 4(b) of the Individual Grievance procedure. A hearing chaired by a mutually agreed upon Arbitrator that is intended to provide a binding resolution to the Individual Grievance. Arbitration is governed by the Commercial Arbitration Act of British Columbia. See also Expedited Arbitration.

Association Group -- see Administrative and Professional Staff.

Binding Arbitration -- see Arbitration or Expedited Arbitration.

Bi-weekly Salary -- an Employee's Annual Salary divided by 26.0893.

Business Travel -- travel by an Employee during the course of employment that is authorized or required by the University in the furtherance of University business. Injury sustained during everyday travel to and from work, during a bona fide leave of absence or during vacation will not be deemed to be sustained while on the business of the University.

Child -- see Dependent.

Classification -- a position's Salary Range that places the position in a level in an occupational group and/or job family of characteristically similar positions.

Complaint -- see Policy Complaint.

Complainant -- a member of the Administrative and Professional Staff who initiates a Policy Complaint.

Conscientious Objector -- a member of the Administrative and Professional Staff who affirms a conscientious objection to representation by APSA and who donates funds equivalent to APSA membership dues to a charitable recipient mutually agreed upon by the University, APSA and the Employee involved.

Continuing Employee -- an Employee employed in a Continuing Position.

Continuing Position -- a position with no end date.

Contract Employee -- a person who provides services to the University under an arrangement other than a regular appointment (see AD 3.11 Employee/Independent Contractor Policy).

Demotion -- a voluntary or involuntary transfer from a position to a position in a lower salary grade.

Departmental Budget Authority -- an Employee who has authorization in writing to have signing authority over specific budget funds which may include regular operating budgets and/or special non-research grants and contracts.

Departmentally Funded Professional Development Leave -- a leave of up to one (1) year, with full or partial salary, granted on the basis of demonstrated benefit to the University and the Employee and funded by the department.

Dependent -- a child, either through birth, legal guardianship or adoption by an Employee or of an Employee's Spouse. Age at which a Dependent is eligible for benefits is determined by the specific AD 10 Policy.

Early Retirement -- retirement from the University of an Employee who is less than sixty-five (65) but fifty-five (55) or more years old.

EI -- Employment Insurance.

Employee -- a member of the Administrative and Professional Staff.

Expedited Arbitration -- Step 4(a) of the Individual Grievance procedure. A hearing chaired by a mutually agreed upon Arbitrator usually lasting no more than one (1) day that is intended to provide a binding resolution to the Individual Grievance in an expedited manner. See also Arbitration.

External Candidate -- a person who is not employed by the University who has applied for an Administrative and Professional Staff Position.

Full-time Employee -- a Continuing Employee or a Temporary Employee whose normal hours of work are seventy-two (72) hours bi-weekly.

General Increase -- incremental adjustment applied to the Salary Ranges. General Increases normally occur annually and are applied to the Salary Ranges before Step Progression occurs.

'Grandfathered' Employee -- an Employee who occupied an Administrative and Professional Staff Position when APSA was formed (1982), and who chose not to become a member of APSA.

Grievance -- see Individual Grievance.

Grievor -- an Employee who initiates an Individual Grievance.

Gross Misconduct -- action or inaction on the part of an Employee where the employment relationship itself is repudiated or irrevocably damaged. Gross Misconduct may include, but is not limited to, the following:

- absences without leave,
- assault,
- insubordination,
- negligence,
- unauthorized possession or use of University property, facilities or services.

Identified Departmental Candidate -- an Employee currently working in a department Posting a position, who has performed the most substantive components of the Posted position for a minimum of four (4) months.

Individual Grievance -- a complaint initiated by an Employee concerning the interpretation, application, operation or alleged violation of an AD 10 Policy including the discipline, suspension or dismissal of an Employee under the AD 10 Policies.

Internal Candidate -- a person employed by the University who has applied for an Administrative and Professional Staff Position.

Job Related Courses -- those courses (such as seminars, webinars, round tables, conferences or workshops) that will assist in maintaining or improving the knowledge and skill necessary to meet current responsibilities or future University job opportunities. The courses will normally be offered by educational institutions or other recognized providers of professional learning. A course that is required for a specific task in the employee's current position is the responsibility of the employee's department.

JUAC -- Joint University/Association Committee.

LTD -- Long Term Disability.

Mediation -- Step 3 (optional) of the Individual Grievance procedure. A meeting facilitated by a Mediator chosen from a mutually agreed upon list to determine if a solution can be found to an Individual Grievance.

Misconduct -- see Unacceptable Conduct or Gross Misconduct.

Modification of Appointment -- agreement whereby a Full-Time Employee employed in a Continuing Position may reduce the time worked in that position by up to 50%.

Nominal Salary -- the salary that an Employee whose Continuing Position is the subject of a Modification of Appointment would have received but for the Modification of Appointment.

Non-Binding Arbitration -- see Mediation.

Normal Salary -- a Continuing Employee's Annual Salary or his/her temporary biweekly salary (excluding any additional earnings) whichever is lower, averaged over the six month period preceding the commencement of the maternity, parental or adoption leave.

Non-Culpable Circumstances -- situations where an Employee is unable to fulfill the requirements of the employment relationship because of circumstances or events over which he/she has no control.

Normal Retirement Date -- the first day of the month following an Employee's sixty-fifth (65) birthday. If the Employee's birthday is the first of the month, the Normal Retirement Date is the Employee's birthday.

Part-time Employee -- a Continuing Employee or a Temporary Employee whose normal hours of work are less than seventy-two (72) hours bi-weekly.

Picket -- a 'Picket' as that term is defined in Section 1 of the Labour Relations Code. R.S.B.C. 1996, c. 244, as amended.

Policy Complaint -- a complaint initiated by an Employee, a group of Employees or the APSA Executive concerning dissatisfaction with an AD 10 Policy, University regulation, practice, procedure or working condition or lack thereof.

Position Description -- a summary of the major duties and responsibilities of a position and the minimum qualifications and abilities required to perform the work.

Position Evaluation -- the formal process for determining the relative values of positions in the University conducted within the framework of an established Position Evaluation system.

Position Reclassification -- a change in Classification of a position after Position Reevaluation.

Position Re-evaluation -- the process of evaluating revised responsibilities of an existing position that has been previously evaluated.

Position Rotation and Exchange Committee -- a Committee composed of three (3) persons authorized to represent the University and three (3)

persons authorized to represent APSA that actively promotes opportunities for position rotation and exchange.

Position Share -- a situation where a Continuing Position is occupied by two Part-time Employees one of whom is the Primary Incumbent, the other the Secondary Incumbent.

Posting -- an internal advertisement for a vacant position.

Primary Incumbent -- the Continuing Employee who initiates a Position Share.

Professional Development -- acquiring or enhancing knowledge, skills, experience and/or competencies of an Employee required to maximize performance in his/her current job, for changing position requirements or new position opportunities at the University.

Professional Development Leave -- leave of up to one (1) year granted to an Employee with full or partial salary funded by the University or the department on the basis of demonstrated benefit to the University and to the Employee.

Professional Development Leave Committee -- a Committee composed of the Vice-Presidents and the Associate Vice President, Human Resources that considers University Funded Professional Development Leave proposals.

Progressive Discipline -- a coaching process intended (a) to bring to an Employee's attention in a timely and open way, any matters involving Unsatisfactory Performance and/or Unacceptable Conduct, and (b) to ensure the Employee has an adequate opportunity to improve or correct Unsatisfactory Performance and/or Unacceptable Conduct through the escalation of the consequences for failure to do so.

Promotion -- the movement of an Employee into a Continuing Position that has a higher Salary Range than his/her previous position.

Resignation -- the voluntary relinquishing of an employment relationship with the University.

Respondent -- a person against whom a grievance is brought by an Employee.

Retired Former Continuing Employee -- Continuing Employee who has been continuously employed for a minimum of five (5) calendar years as a Continuing Employee immediately prior to retiring from the University.

Retirement Date -- see Normal Retirement Date.

Salary Range -- a spread of dollar values in successive steps from a minimum to a maximum expressed as a range. Each Salary Range represents a grade on the Salary Scale.

Salary Scale -- a table of dollar values expressed as Salary Ranges.

Secondary Incumbent -- a Part-time Employee who shares a Continuing Position with the Primary Incumbent.

Secondment -- the assignment of an Employee to another department for a stipulated period of time.

Spouse -- a person to whom an Employee is legally married or a person with whom the Employee has co-habited for twelve (12) months in a marriage-like relationship and who is known in the community as the Employee's spouse or partner. Only one spouse is eligible for benefit coverage under this policy at any one time.

Step Progression -- the movement of an Employee's Actual Salary through the Salary Range assigned to a Position.

Supervisory Differential -- the difference between the maximum of the Salary Range assigned to a supervisory position and the maximum of the Salary Range assigned to the most senior position supervised and the difference between the salary paid to the supervisor and the salary paid to the highest paid employee supervised.

Suspension -- disciplinary measure taking the form of an imposed absence from work, normally without pay.

Temporary Assignment -- a Temporary Assignment of work that in combination with the Employee's regular duties, exceeds the scope of the Classification assigned to the original position.

Temporary Employee -- an Employee hired into a Temporary Position.

Temporary Overload -- a situation where an Employee is requested and has agreed to assist in performing additional duties in addition to performing the normal duties of his/her own position, and for which he/she may be paid.

Temporary Position -- a position with an end date.

Temporary Promotion -- the movement of an Employee to a higher classified position for a temporary period of time after which he/she returns to the original position.

Training -- the process of providing instruction and practice for an Employee to establish, maintain and improve the knowledge and experience necessary to meet his/her current responsibilities

effectively and efficiently.

Trial Period -- formal period of evaluation where position requirements and expected standards will be established.

Tuition Reimbursement -- reimbursement of course costs for Job-Related Courses approved by the supervisor.

Tuition Waiver -- the waiver of tuition fees by the University for Senate approved academic programs and credit courses.

Unacceptable Conduct -- action or inaction by an Employee that is incompatible with, or prejudicial to, the business of the University.

University -- Simon Fraser University.

University Funded Professional Development Leave -- a leave of up to one (1) year granted to an Employee with full or partial salary on the basis of demonstrated benefit to the University and the Employee, and funded by the University.

University Support Staff -- a person with an employment relationship with the University, whose terms are detailed in an offer of employment. An employer/employee relationship exists where a person providing a service is deemed, for Revenue Canada purposes, to be an employee of the University and the University is required by law to provide statutory benefits and make specific source deductions from payments. This does not include persons employed under academic employment policies or persons who may work at or about Simon Fraser University but who are employed by other agencies such as, but not limited to, the following: The Simon Fraser Student Society, The Diamond University Club, SFU Childcare Society, various grant or contract holders (ref. GP 12 "grant Employees"), independent contractors and other institutes operating independently of Simon Fraser University.

Unsatisfactory Performance -- the failure to satisfy expected standards of performance in the position.

Vacation Entitlement -- earned Vacation Entitlement in hours based on service.

Vacation Year -- the calendar year, January to December.

3. Responsibility

3.01 The Associate Vice President, Human Resources is responsible for developing, implementing and administering the AD 10 Policies applicable

to Administrative and Professional Staff. Changes in policies and new policies require consultation with the Vice-Presidents before approval by the Board of Governors.

3.02 The process of negotiation between the University and APSA will determine General Increases to Annual Salary, pensions and other generally available economic benefits including those that have an impact on the AD 10 Policies.

3.03 Only Human Resources may commit the University on any matters of employment, reemployment, transfers, Promotions, position Classifications, rates of pay, extended leaves of absence, or employee benefits for Administrative and Professional Staff. Human Resources will have regard for the provisions of Policy GP 19 - Employment Equity when discharging these responsibilities.

4. Joint University/Association Committee (JUAC)

4.01 The Joint University/Association Committee (JUAC) is established for the purposes of:

- a. promoting harmonious, collegial relationships with and within the University,
- b. discussing matters of mutual concern to the University and APSA,
- c. providing a forum for University consultation with APSA in respect of both proposed amendments to existing AD 10 Policies that do not include a monetary benefit and the creation of new AD 10 Policies that do not include a monetary benefit,
- d. recommending either amendments to the AD 10 Policies that do not include a monetary benefit or the inclusion of new AD 10 Policies that do not include a monetary benefit,
- e. considering Policy Complaints and making recommendations in accordance with the procedures set out in Policy AD 10.17 Section 4.03,
- f. considering Position Share arrangements in accordance with Policy AD 10.5 that, after a trial period, are unacceptable to supervisors.

4.02 Membership

- a. The Joint University/Association Committee is composed of three persons authorized to represent the University and three persons

authorized to represent APSA.

- b. Both the University and APSA may appoint or elect members to JUAC as they find appropriate.
- c. Both APSA and the University may bring in resource people as deemed necessary.

4.03 Procedures

- a. JUAC meetings are scheduled monthly. JUAC will establish other meeting times to meet the requirements of Policies AD 10.5 and AD 10.17 as is deemed necessary.
- b. Two APSA members of JUAC and two University members of JUAC will constitute a quorum.

If a JUAC member is absent, neither APSA nor the University will provide a replacement.
- c. JUAC recommendations will be reached by majority agreement. If there is a "tie," both sides will provide written recommendations to the respective principals.
- d. Where appropriate, JUAC recommendations for a change to an AD 10 Policy will be forwarded to the respective principals. If the recommendations are approved by the Board of Governors of the University, the APSA Executive and, as deemed appropriate, by the APSA membership, they will be implemented within the timelines established. Extensions to timelines are subject to mutual consent that will not be unreasonably withheld.



SIMON FRASER UNIVERSITY

Policies and Procedures

| Date | Number |
|--------------------|--------------|
| April 1, 1999 | AD 10.02 |
| Revision Date | Revision No. |
| September 12, 2000 | A |

1. Subject: Establishment of Positions

2. General Policy Statement

This policy outlines the levels of authority required for the establishment of Administrative and Professional Staff Positions and the procedural requirements necessary to have such positions approved before Posting.

3. Responsibility

3.01 A Continuing Position requires the approval of the Departmental Budget Authority, the Dean or administrative Director, or the appropriate Vice-President or the President to become part of a department's budgeted complement. A Temporary Position requires the approval of the Departmental Budget Authority and is not part of a department's budgeted complement.

3.02 Supervisors are responsible for writing Position Descriptions and initiating the evaluation of new positions.

3.03 Human Resources, with consultation where necessary, will determine employee group affiliation through Position Evaluation.

4. Procedures for Establishing Continuing Positions

4.01 A department intending to create a Continuing Position must follow the procedures set out in Section 4.02 to 4.04 below.

4.02 Complete the applicable sections of the Personnel Action Requisition (PAR) and attach a copy of the Position Description.

4.03 Forward the PAR and Position Description to Human Resources, Compensation. After Position Evaluation (Ref.: Policy AD 10.6 Position Evaluation and Salary Administration), the Classification will be communicated to the initiating Department and the documentation will be forwarded for approval to the Dean/administrative Director or Vice-President, as appropriate.

4.04 On approval, the Dean/administrative Director or the Vice-President will forward the documentation to Financial Services, Budget for a position number to be assigned. The documentation will then be returned to Human Resources for the establishment of position records, Posting and recruiting.

5. Procedures for Establishing Temporary Positions

5.01 A department intending to create a Temporary Position must follow the procedures set out in Sections 5.02 to 5.03 below.

5.02 Complete the applicable sections of the Personnel Action Requisition (PAR) and attach a copy of the Position Description.

5.03 Forward the PAR and Position Description to Human Resources, Compensation. After Position Evaluation, the Classification will be communicated to the initiating department and the documentation will be forwarded for the establishment of position records, Posting and recruiting.



SIMON FRASER UNIVERSITY

Policies and Procedures

Date

April 1, 1999

Number

AD 10-03

Revision Date

Revision No.

1. Subject: Posting and Filling of Positions

2. General Policy Statement

2.01 This policy outlines the requirements for the Posting, recruitment, filling and conclusion of appointments for Administrative and Professional Staff Positions, and sets out the applicable procedures.

2.02 The University acknowledges responsibility to develop its pool of administrative and professional talents and expects to achieve optimal utilization of this resource through a pattern of job assignments, transfers, exchanges, Secondments and Promotions. A Posting for a vacant Administrative and Professional Staff Position requires a competition to select the best qualified candidate based on skills, experience and abilities.

2.03 The University encourages hiring Departments to interview qualified Internal Candidates for posted positions and to have regard for the provisions of Policy GP 19 Employment Equity when interviewing candidates.

2.04 On an exceptional basis, Continuing Positions or Temporary Positions may be filled by Contract Employees.

3. Responsibility

All offers of employment for Continuing Positions or Temporary Positions must be approved in advance by the Executive Director, Human Resources.

4. Procedures for Posting Positions

4.01 Vacancies for Administrative and Professional Staff Positions over three (3) months' duration will be Posted subject to the exceptions noted in Section 4.02 below. Vacancies for Administrative and Professional Staff Positions under three (3) months' duration will not be Posted, and Human Resources will assign a suitably qualified candidate, although the hiring supervisor may suggest a candidate. A Temporary Position that has been extended by the hiring department to exceed the original three (3) months' duration will be Posted.

4.02 All exceptions to Posting must be approved by the Executive Director, Human Resources. Exceptions to Posting are as follows:

- a. The University recognizes the importance of the development of its pool of administrative and professional talents as a general principle. Where a specific recommendation regarding the transfer or Promotion of an Employee is made by a Vice-President, Dean or Director in filling an Administrative and Professional Staff Position, and where this has been approved by the Executive Director, Human Resources, the usual practice of Posting the vacancy will not be followed. In these cases, APSA will be notified before the recommendation is implemented.
- b. When a reorganization of work within a department results in changes to the responsibilities of an occupied position, and the Employee affected by the revised responsibilities is judged by the supervisor capable of performing the work of the revised position, the position will not be Posted on request of the supervisor to the Executive Director, Human Resources. The Executive Director, Human Resources will notify APSA before the recommendation is implemented.

4.03 When a reorganization of work within a department results in changes to the responsibilities of an occupied position, and the Employee affected by the revised responsibilities is judged by the Supervisor not capable of performing the work of the revised position after completing work related training and within a reasonable time, the supervisor may elect to discontinue the original position and create a new position. The new position will be Posted.

4.04 Departments intending to fill a Continuing Position with a confirmed salary classification are required to forward to Human Resources a Personnel Action Requisition, a Position Description and a Separation Notice, if applicable, a minimum of five (5) working days before the required Posting date.

4.05 To note on the Posting "There is an Identified Departmental Candidate" the Employee must meet all the criteria of the definition of Identified Departmental Candidate.

4.06 On-campus Postings will be for a minimum of five (5) working days. Off-campus advertisements will be used when requested by the hiring department.

5. Procedures for Recruiting for and Filling of Positions

5.01 The selection of candidates for Administrative and Professional Staff Positions must comply with the provisions of the AD 10 Policies.

5.02 Human Resources will accept applications for positions and, if requested, will assist the hiring department in the selection process for Administrative and Professional Staff Positions over three (3) months' duration.

5.03 Normally, Administrative and Professional Staff Positions will be filled by Internal Candidates.

5.04 An External Candidate may be appointed to an Administrative and Professional Staff Position provided a thorough search for qualified Internal Candidates has been conducted and the appointment of the External Candidate is clearly justified to and approved by the Executive Director, Human Resources prior to the appointment.

5.05 Departments intending to extend a Temporary Position are required to complete another Personnel Action Requisition and forward it to Compensation in Human Resources in advance of the extension date.

5.06 Reasonable notice is expected when an Employee transfers from one department to another department within the University. The supervisors in the two departments should consult with each other and arrive at a mutually acceptable transfer date.

6. Entitlement

6.01 A Continuing Employee will have his/her employment relationship and conditions of employment consistent with the AD 10 Policies as amended from time to time, set out in a written offer of employment from Human Resources.

6.02 Upon written request, an Internal Candidate who unsuccessfully applies for a Continuing Position that has been Posted will be notified in writing by the department of the reasons he/she did not receive the position. This request should be made within two weeks following the position being filled as noted on the "Status of 'Closed' Competitions" Report.



SIMON FRASER UNIVERSITY

Policies and Procedures

| Date | Number |
|------------------|--------------|
| April 1, 1999 | AD 10-04 |
| Revision Date | Revision No. |
| October 19, 2004 | A |

1. Subject: Modification of Appointments from Full-Time to Part-Time

2. General Policy Statement

2.01 The University will consider and may approve the application for a Modification of Appointment from a Full-time Employee appointed to a Continuing Position only where the Modification of Appointment will lead to a financial saving to the University.

2.02 A Modification of Appointment approved by the University under 2.01 only applies to the modified Continuing Position of the Full-time Employee. Accordingly, if the Full-time Employee subsequently successfully applies for another position, the Full-time Employee's appointment to that other position will not be subject to the Modification of Appointment.

2.03 If the University elects to increase the hours of the Modification of Appointment, the incumbent will be offered the position at the increased hours level. See also Policy AD 10.5 Position Share. If the offer is not accepted, the provisions of Policy AD 10.18 Elimination of Positions will apply.

3. Entitlement

3.01 An Employee whose position is the subject of a Modification of Appointment will retain his/her continuing status while working in a Modification of Appointment.

3.02 Vacation Entitlement will be pro-rated based upon the number of hours worked in a bi-weekly period while working in a Modification of Appointment, and a full year's entitlement of service will be accrued for an Employee while working in a Modification of Appointment.

3.03 The Actual Salary of an Employee whose position is the subject of a Modification of Appointment will be determined by reducing the Nominal Salary in proportion to the time worked. Salary Step Progression will occur according to the salary administration policy and will be based on the Nominal Salary.

3.04 At the commencement of the Modification of Appointment, pension benefits will be determined as follows:

- a. for an Employee less than fifty-five (55) years of age or having less than ten (10) years service -- pension benefits will be based on Actual Salary.
- b. for an Employee fifty-five (55) years of age or older having ten (10) or more years service -- pension benefits will be based on Nominal Salary.

3.05 Sick leave benefits will be based on Actual Salary at the time sick leave begins. Sick leave entitlement will be based on the number of hours worked bi-weekly under the Modification of Appointment.

3.06 LTD benefits will be based on Actual Salary at the time Long Term Disability begins.

3.07 Basic and Optional Group Life Insurance will be based on Actual Salary.

3.08 Dental, B.C. Medical Services Plan and Extended Health Plan benefits will continue as for full-time appointments.

3.09 Maternity leave reimbursements will be based on the Actual Salary at the time the leave begins.

3.10 Actual Salary will be used to calculate government-sponsored benefits such as WCB, EI, and CPP.

4. Procedures

4.01 An Employee requesting a Modification of Appointment should submit an application in writing to the supervisor at least two (2) months before the date on which the Modification of Appointment would take effect. The application must include a proposed schedule of work.

4.02 The supervisor will meet with the Employee to discuss the written application and consider the impact the Modification of Appointment will have on the services provided by the position and the department. The supervisor will forward the Employee's written application together with his/her recommendation to the Dean or Director.

4.03 The Dean or Director will make the final decision and notify the Employee, the supervisor and the Executive Director, Human Resources.

4.04 An Employee on a Modification of Appointment who wishes to have the position reinstated to a full-time appointment should provide a written application as outlined in Section 4.01 -- 4.03 above.



SIMON FRASER UNIVERSITY

Policies and Procedures

Date

Number

April 1, 1999 AD 10.05

Revision Date Revision No.

1. Subject: Position Share

2. General Policy Statement

The University recognizes that a Continuing Employee has the right to share a Continuing Position provided the duties of the position can be handled effectively under a shared arrangement and suitably qualified candidates for sharing the position can be found.

3. Procedures

3.01 An Employee, as the Primary Incumbent, wishing to share a Continuing Position should first review the written application with his/her supervisor at which time potential candidates for the Position Share will be discussed.

3.02 It is the responsibility of the Employee wishing to share a Continuing Position to locate a suitably qualified candidate, the Secondary Incumbent, acceptable to the supervisor.

3.03 Details concerning hours or days to be worked, or duties to be performed, will be developed by the two Employees sharing the position and must be approved by the supervisor.

3.04 No time limit will be imposed on the duration of the Position Share. However, there will be a six (6) month trial period during which time the arrangement may be terminated with two (2) weeks' notice by either of the Incumbents or the Supervisor. If, after the trial period, the supervisor decides that the Position Share is inappropriate and the Incumbents do not agree to end the arrangement, the issue will be submitted to JUAC for resolution.

3.05 After the six (6) month trial period, the Primary Incumbent may, with one (1) months' notice to the supervisor and the Secondary Incumbent, return the shared position to its original status.

3.06 Benefits coverage provided the two (2) Employees will be according to the Human Resources Employment Policies concerning Part-time Employees. An Employee switching from full-time to part-time will have his/her benefits coverage reduced accordingly.

3.07 If the Primary Incumbent leaves the position, the full-time position will become vacant and will be Posted. Should the Secondary Incumbent leave, the provisions of Sections 3.01 and 3.02 will apply.



SIMON FRASER UNIVERSITY

Policies and Procedures

| Date | Number |
|-----------------|--------------|
| April 1, 1999 | AD 10.06 |
| Revision Date | Revision No. |
| January 1, 2007 | B |

1. Subject: Position Evaluation and Salary Administration

2. General Policy Statement

2.01 The University's Administrative and Professional Staff Position Evaluation and salary administration program is based on a recognition of three fundamental determinants of Classification and salary:

- a. the duties to be performed,
- b. the salaries paid for comparable positions in the outside job market,
- c. satisfactory performance.

2.02 Subject to the legal and fiscal constraints placed upon it, it is the objective of the University to pay its Employees salaries that are sufficiently competitive in the job market to attract and retain a high calibre of personnel and recognize the progression of Employees as they assume the full scope and responsibility of their positions.

3. Responsibility

3.01 Supervisors or their designates are responsible for

- a. determining the scope and tasks appropriate to the position,
- b. maintaining Position Descriptions that accurately reflect the work authorized to be done, and providing a copy of the Position Description to the Employee and to Human Resources,

- c. initiating the Position Evaluation of new positions during the initial position approval procedure (Ref.: Policy AD 10.2 Establishment of Positions),
- d. initiating a Position Re-evaluation request with Human Resources prior to the implementation of the new duties when a department plans significant revisions to an existing position,
- e. initiating a request for remuneration to Human Resources in advance of the assignment start date when an Employee is recommended for a Temporary Promotion, Temporary Overload or Temporary Assignment.

3.02 An Employee may submit a request for Position Re-evaluation of his/her position to his/her supervisor.

3.03 Human Resources is responsible for

- a. implementing Position Evaluations and Position Re-evaluations for all Administrative and Professional Staff Positions,
- b. approving all starting salaries set above the minimum of the Salary Range through consultation with the hiring department.

4. Salary Administration

4.01 All Continuing Employees and Temporary Employees are eligible for General Increases.

4.02 Step Progression

- a. A Continuing Employee is eligible for Step Progression dependent on his/her position in the Salary Range and performance in the Continuing Position.
- b. Step Progression will occur annually unless performance has been demonstrated to be unsatisfactory.
- c. A Continuing Employee on a Temporary Promotion will receive Step Progression in his/her Continuing Position with adjustments, as appropriate, to satisfy Section 6.01 (c).
- d. A Temporary Employee will be eligible for Step Progression if he/she has been continuously employed in the same Temporary Position for six (6) months prior to the date that Step Progression is implemented.

4.03 Supervisory Differential

- a. The annualized (full-time equivalent) maximum of the Salary Range assigned to a supervisory position will be higher than the annualized (full-time equivalent) maximum of the Salary Range assigned to the highest graded position supervised.
- b. The annualized (full-time equivalent) salary of the supervisor will be a minimum of five (5) percent greater than the unanomalized annualized (full-time equivalent) salary of the highest paid employee supervised.
- c. Exceptions to Section 4.03 (a) will only be made after prior consultation with APSA.

5. Promotions

5.01 An Employee promoted to a position in a higher Salary Range will have his/her salary adjusted to the closest step in the new Salary Range that provides a minimum increase of five (5) percent.

5.02 Placement at a higher step in the Salary Range requires consultation between the Executive Director, Human Resources and the hiring department.

6. Temporary Alterations to Positions

6.01 Temporary Promotion and Temporary Assignment

- a. The duration of the Temporary Promotion or Temporary Assignment must be a minimum of one (1) week (36 consecutive hours).
- b. For periods less than four (4) weeks, an Employee will receive a five (5) percent lump sum payment calculated on his/her Actual Salary or the minimum of the Temporary Promotion or Temporary Assignment Salary Range, whichever is greater.
- c. For periods of four (4) weeks or longer, an Employee's salary will be adjusted to the closest step of the Temporary Promotion or Temporary Assignment Salary Range that provides a minimum increase of five (5) percent.

6.02 Temporary Overload

- a. The duration of the Temporary Overload assignment must be for a minimum of one (1) week (36 consecutive hours).
- b. The amount of the honorarium to be paid as determined by the supervisor who requires the Temporary Overload should be discussed in advance with the Executive Director, Human Resources.

7. Position Re-evaluation and Reclassification

7.01 A position qualifies for Position Re-evaluation when the duties and responsibilities of the position change significantly.

7.02 Position Reclassification

- a. When an occupied position is reclassified to a higher Salary Range, the Employee's Actual Salary will be adjusted to the closest step in the higher Salary Range that provides a minimum increase of five (5) percent.
- b. The effective date of the salary change will be the date of the request for Position Re-evaluation or the date the Employee assumed the increased responsibilities, whichever is later.

7.03 Anomaly

- a. When an occupied position is reclassified to a lower Salary Range, the incumbent Employee continues to receive all salary changes that the Employee would have received in the original position.
- b. When an Employee referred to in Section 7.03 (a) vacates the position, and the position duties and responsibilities are not revised, the Salary Range for the reclassified position applies.

8. Procedures

8.01 The procedure for Position Evaluation of new positions is integrated with the initial approval procedure for new positions (Ref.: Policy AD 10.2 Establishment of Positions).

- a. Requests for Position Re-evaluation should include a revised Position Description and supporting rationale identifying the significant differences between the former and present positions.
- b. Requests for Position Re-evaluation that are initiated by the University should be submitted to the appropriate Dean/administrative Director or Vice-President for approval in principle.
- c. Requests for Position Re-evaluation that are initiated by the Employee should be submitted to the supervisor to ensure that any changes in responsibilities have the approval of the line organization. The supervisor should forward the request to Human Resources within ten (10) working days.
- d. A Position Re-evaluation of the expanded/revised position will be carried out by Human Resources.

8.03 Position Reclassification

- a. If a Position Reclassification is recommended by Human Resources which results in the assignment of a higher Salary Range, a report will be sent to the Supervisor, Dean/administrative Director or Vice-President for approval.
 - i. If a Position Reclassification is approved, the Dean/administrative Director or the Vice-President will inform Human Resources and the results will be communicated to the supervisor by Human Resources.
 - ii. If the Dean/administrative Director or the Vice-President does not approve the Position Reclassification, the Executive Director, Human Resources, in consultation with the supervisor, will ensure that the Position Description is appropriate for the assigned Salary Range. The expanded/revised services will be removed from the Position Description and from the duties expected of the Employee.
- b. If a Position Reclassification is not recommended or the Position Reclassification does not result in a change to the Salary Range originally assigned to the position, a report from Human Resources will be sent to the supervisor.



SIMON FRASER UNIVERSITY

Policies and Procedures

| Date | Number |
|---------------|--------------|
| April 1, 1999 | AD 10.07 |
| Revision Date | Revision No. |

1. Subject: Group Benefit Plans

2. General Policy Statement

2.01 The University will provide a level of insured benefits to its Employees that are fair, equitable and complementary to the overall compensation plan. In all cases, an Employee's eligibility for or entitlement to a particular benefit referred to in this Policy will be governed by the terms of the individual Plan and any applicable legislation. Where there is conflict between a provision in this Policy and a provision in the Plan or any applicable legislation, the provisions of either of the latter two will prevail.

2.02 When an Employee hired as a Temporary Employee becomes a Continuing Employee in the same position without a break in service, the Employee's service will be considered to be continuous for purposes of Vacation Entitlement, sick leave entitlement, salary progression and service awards and for satisfying any waiting periods required for insured benefits.

3. Responsibility

3.01 Human Resources is responsible for

- a. administering the benefits program,
- b. ensuring adequate orientation of new Employees and registration into various programs/Plans,
- c. providing communication of benefits on an ongoing basis,
- d. proposing revisions to the benefits program based on the needs of the organization and the Employee.

3.02 Supervisors are responsible for providing an opportunity for an Employee to attend a benefits orientation.

3.03 An Employee is responsible for

- a. providing input into the selection of benefits that are suitable to his/her needs,
- b. submitting claims for reimbursement to the Plan carrier, where appropriate,
- c. providing information on personal status changes,
- d. becoming familiar with the Plans and benefits.

4. Health Insurance Plans

4.01 An Employee may apply or re-apply for health insurance coverage for a new Spouse or Dependent, for a Spouse or Dependent who has lost coverage under a Plan, or for the Employee if that Employee has lost coverage under his/her Spouse's Plan provided that such application or re-application is made within sixty (60) days of the event causing the application or re-application.

4.02 The B.C. Medical Services Plan provides medical coverage according to the Medical Services Act and Regulations of B.C.

- a. Eligibility -- applicable to a Continuing Employee or Temporary Employee appointed to an Administrative and Professional Staff Position over three (3) months' duration who works twenty-eight (28) hours or more bi-weekly. His/her Spouse or eligible Dependents may also be covered.
- b. Entitlement -- the coverage is effective from
 - i. the first of the month following the Employee's date of employment, and
 - ii. the date the Employee meets the residency requirement established by the B.C. Medical Services Plan.
- c. Cost -- the B.C. Medical Services Plan premium is paid 60% by the Employee and 40% by the University. The University's portion is a taxable benefit to the Employee.

4.03 The Extended Health Plan provides reimbursement to the Employee for some costs incurred as a result of illness according to the provisions of the Extended Health Plan contract. The Extended Health Plan brochure should be consulted for further details and instructions.

- a. Eligibility -- applicable to a Continuing Employee or Temporary Employee appointed to an Administrative and Professional Staff Position over three (3) months' duration who works twenty-eight (28) hours or more bi-weekly, and the Employee's Spouse and eligible Dependents, provided that the Employee and his/her Spouse and Dependents are enrolled in the Medical Services Plan.
- b. Entitlement -- the coverage is effective the first of the month following the Employee's date of employment.
- c. Cost -- the Extended Health Plan premium is paid 100% by the University.

4.04 The Dental Care Plan provides dental care coverage according to the insurer's Dental Mechanic Fee Schedule. The amount of such benefit will not exceed the maximums specified.

- a. Eligibility -- available to a Continuing Employee or Temporary Employee appointed to an Administrative and Professional Staff Position over three (3) months' duration who works twenty-eight (28) hours or more bi-weekly. Eligible Dependents as defined by the Plan are also covered if enrolled.
- b. Entitlement -- the coverage is effective from the first of the month following a full three months of employment. The Employee must enroll all eligible Dependents as defined by the Plan at the time of application.
- c. Cost -- the Dental Care Plan premium is paid 100% by the University. The Employee is responsible for a portion of the dental care costs according to the provisions of the negotiated employment contract.

5. Income Replacement Plans

5.01 The Long Term Disability Plan provides a partial continuation of income (70% of basic regular monthly earnings) if an insured Continuing Employee is totally disabled for an extended period of time if approved by an external medical adjudicator. Benefits are payable from the Long Term Disability Plan carrier after a period of twenty-six (26) weeks on sick leave.

AD 10.07 Group Benefit Plans

- a. Eligibility -- mandatory for a Continuing Employee who works twenty-eight (28) hours or more bi-weekly.
- b. Entitlement -- the coverage becomes effective on the first day the Employee is actively at work.
- c. Cost -- the Long Term Disability Plan premium is paid 100% by the University. Benefits received are taxable.
- d. When a LTD claim is established, the University will, for the duration of the claim, pay both the Employee and Employer share of the premiums for the following benefit Plans in which the Employee is enrolled:
 - i. B.C. Medical Services Plan
 - ii. Extended Health Plan
 - iii. Dental Plan
 - iv. Basic Life Insurance
 - v. Basic Accidental Death & Dismemberment
 - vi. Long Term Disability Plan
 - vii. Pension Plan.
- e. An Employee who is receiving benefits under the LTD claim will not receive salary from the University (other than for rehabilitative employment).
- f. An Employee will cease to accrue Vacation Entitlement when on LTD benefits.
- g. If at the time of application for LTD benefits, the medical prognosis is that the Employee will be able to return full-time to his/her position within six (6) months then his/her position will be retained.
- h. Notwithstanding clause (g) above, the University will not be obliged to retain a position for more than one (1) year following the date of the initial absence.
- i. If at any time during the absence, whether during the initial sick leave period or during the LTD absence, the medical prognosis is that the Employee will not likely be able to return to his/her position, then the Employee may be permanently replaced in his/her position.
- j. Where an Employee has been replaced as provided in clause (i) above, and if his/her condition improves to the degree that he/she is able to return to work, then
 - i. he/she must provide a medical report satisfactory to the University which supports the return to work and which identifies any physical or mental limitations, and

- ii. the Human Resources Department will assess his/her qualifications and abilities, and
 - iii. he/she will be placed in the first vacant Continuing Administrative and Professional Staff Position for which he/she is qualified as determined in (ii) above.
 - iv. If at the time of return to work a vacancy in a Continuing Position does not exist, the Employee may be placed in a Temporary Administrative and Professional Staff Position without prejudice to the application of (iii) above, and
 - v. he/she will be placed at the same salary step that he/she previously held.
 - vi. If the Employee cannot be placed, he/she may continue to participate in the University's insured benefit programs by paying both the University and the Employee share of the premiums.
 - vii. If the Employee has not been placed in a position as outlined in (iii) above and has not been successful in competitions, his/her employment will be terminated one (1) year from the date on which he/she is medically fit to return to work. Severance pay will be according to Policy AD 10.19 Section 7 Termination of Employment for Non-Culpable Circumstances.
 - viii. An Employee who refuses a placement or does not cooperate during the placement process will have his/her employment terminated without notice.
- k. Where an Employee is unable to establish a LTD claim, but has medical evidence satisfactory to the University supporting his/her ability to return to his/her own position within four (4) months, the Employee may be granted medical leave of absence without pay for this period. If at any time during this period the Employee is able to establish a LTD claim then clauses (g) to (j) above will apply. If the Employee does not return to work by the first working day following the four (4) months' leave of absence, then his/her employment will be terminated (see Policy AD 10.19 Section 7 Termination of Employment for Non-Culpable Circumstances).
- l. Notwithstanding clause (k) above, the University has the discretionary right to supersede Policy AD 10.7 Section 5.01 (k) in exceptional circumstances.

5.02 The Basic Life Insurance Plan provides a lump sum benefit to the beneficiary(s). Insurance coverage is equal to twice a Continuing Employee's Annual Salary rounded to the next multiple of \$1,000.

- a. Eligibility -- mandatory for a Continuing Employee who works twenty-eight (28) hours or more bi-weekly.
- b. Entitlement -- the coverage becomes effective on the first day of the Employee's employment with the University.
- c. Cost -- the Basic Life Insurance Plan premium is paid 100% by the University.

5.03 The Accidental Death and Dismemberment Plan provides a benefit of \$10,000 to a Continuing Employee's beneficiary. The Accidental Death and Dismemberment Plan brochure should be consulted for amounts regarding dismemberment.

- a. Eligibility -- applicable to a Continuing Employee who works twenty-eight (28) hours or more bi-weekly.
- b. Entitlement -- the coverage becomes effective on the first day of the Employee's employment with the University.
- c. Cost -- the Accidental Death and Dismemberment Plan premium for basic coverage is paid 100% by the University.
- d. Additional coverage in multiples of \$10,000 to a maximum of \$200,000 are available for an Employee and/or family and are paid by the Employee through payroll deduction. Additional coverage becomes effective the first day of the month following application.

5.04 The Optional Life Insurance Plan provides a lump sum benefit to the beneficiary. A Continuing Employee may choose the amount of coverage from a published schedule.

- a. Eligibility -- available to a Continuing Employee who works twenty-eight (28) hours or more bi-weekly. An Employee's Spouse is eligible to apply for coverage.
- b. Entitlement -- the coverage becomes effective on the date the application is approved by the insurer.
- c. Cost -- the Optional Life Insurance Plan premium is paid 100% by the Employee.

5.05 The Accidental Death and Dismemberment Plan provides coverage of up to \$150,000 to an Employee for loss resulting from injury while traveling on University business. An Employee on Professional Development Leave is covered up to \$50,000. The aggregate limit for indemnity for each accident will be \$2,000,000.

- a. Eligibility -- applicable to a Continuing Employee or Temporary Employee appointed to an Administrative and Professional Staff Position over three (3) months' duration. An insured person must be under seventy (70) years of age.
- b. Entitlement -- the coverage becomes effective on the first day of the Employee's employment with the University. Business Travel protection provides twenty-four (24) hour coverage when an insured Employee travels on the business of the University.
- c. Cost -- the Plan premium is paid 100% by the University.

6. Pension Plan

6.01 The Simon Fraser University Administrative/Union Pension Plan provides pension benefits based on salary and years of service.

- a. Eligibility -- mandatory for a Full-time Employee in a Continuing Position. Mandatory for a Part-time Employee in a Continuing Position who has two (2) years' service and works twenty-eight (28) hours or more bi-weekly.
- b. Entitlement -- the coverage becomes effective on the first day of the Employee's employment with the University. Vesting rights are immediate.
- c. Cost -- the Simon Fraser University Administrative/Union Pension Plan is paid 100% by the University through contributions into a trust fund to finance the basic benefits.
- d. Leaving the University -- an Employee who is leaving must indicate his/her choice as to the disposition of the pension benefits. The options should be discussed with the benefits office in Human Resources.

6.02 Voluntary contributions may be made by an Employee to a money-purchase account held in his/her name. The Employee's account will be credited with investment earnings at the net rate earned on the Pension Plan trust fund.

- a. Eligibility -- available to members of the SFU Administrative/Union Pension Plan.
- b. Entitlement -- commencement and termination of contributions can be decided by the Employee.
- c. Cost -- the voluntary contributions are made by the Employee and may be made through payroll deduction.
- d. Leaving the University -- an Employee who is leaving must indicate his/her choice as to the disposition of his/her voluntary contributions. The options should be discussed with the benefits office in Human Resources.

7. Miscellaneous Benefits

7.01 The Homeowner's/Tenant's Insurance Plan is an optional service provided by the University to allow a Continuing Employee to purchase homeowner's and tenant's insurance through payroll deduction. An Employee communicates directly with the carrier regarding premiums and claims.

- a. Eligibility -- available to Full-time Employees or Part-time Employees in Continuing Positions.
- b. Entitlement -- subject to the conditions of each individual policy.
- c. Cost -- the Homeowner's/Tenant's Insurance Plan premiums are paid 100% by the Employee.

7.02 Tuition Waiver. See AD 10.12

7.03 APSA Professional Development allowance. See AD 10.11

7.04 Employee and Family Assistance Program (EFAP). The EFAP is a confidential professional assistance program to assist Continuing Employees and their families resolve problems that affect their personal lives and work performance. Contact Human Resources for further information.

AD 10.07 Group Benefit Plans

- a. Eligibility -- available to Full-time Employees or Part-time Employees in Continuing Positions and their eligible Dependents.
- b. Entitlement -- subject to the conditions of EFAP.
- c. Cost -- the premiums are paid 100% by the University per EFAP agreement guidelines.

7.05 A group Registered Retirement Savings Plan is provided through payroll deduction. Contact Human Resources for further information.



SIMON FRASER UNIVERSITY

Policies and Procedures

| Date | Number |
|----------------|--------------|
| April 1, 1999 | AD 10.08 |
| Revision Date | Revision No. |
| March 26, 2018 | F |

Leaves With and Without Pay

1. General Policy Statement

The University has established a system for the administration and control of the various forms of leave with and without pay, with partial pay or with reimbursed pay.

2. Responsibility

2.01 Human Resources is responsible for:

- a. administering, interpreting and ensuring consistent application of the leave policies,
- b. assisting department heads, supervisors and Employees in the application of the leave policies.

2.02 Vice-Presidents, Deans and supervisors, as appropriate, are responsible for

- a. assisting an Employee in identifying eligibility under the leave policy and in the completion of the necessary documentation,
- b. completing all required documentation respecting the leave policies, including approval of leave applications, where applicable.

2.03 The Employee is responsible for being aware of the regulations, policies and procedures respecting the various programs of leave.

3. General/Statutory Holidays

3.01 The following days are holidays for the University and the Employee will have leave with pay:

| | | |
|----------------|----------------------|------------------|
| New Year's Day | Labour Day | Thanksgiving Day |
| Family Day | Victoria Day | Remembrance Day |
| Good Friday | Canada Day | Christmas Day |
| Easter Monday | British Columbia Day | Boxing Day |

Plus any other day officially proclaimed by Government.

3.02 Should any of the above-named holidays fall on a weekend, a day in lieu will be given.

3.03 A Temporary Employee will be entitled to general holiday pay provided he/she has worked fifteen (15) days in the thirty (30) calendar days preceding the general holiday.

3.04 A Part-time Employee in a Continuing Position, and an eligible Part-time Employee in a Temporary Position will receive general holiday pay prorated on the basis of the normal weekly hours.

4. Annual Vacation

4.01 Annual vacations are established to provide a paid period of earned rest and relaxation, away from the duties of employment, and subject to Sections 4.02 and 4.03, to recognize length of service by providing increases in Vacation Entitlement as follows:

| Number of Calendar Years of Employment | Length of Vacation Entitlement |
|---|---|
| Zero (0) to Seven (7) years | Four (4) weeks (144 hours) per annual Payroll year (prorated in the first year from date of employment to the end of the annual Payroll year) |
| In the eighth (8) through the fourteenth (14) years | Five (5) weeks (180 hours) |
| In the fifteenth (15) and succeeding years | One (1) additional day for each additional year of service to a maximum of six (6) additional days |

4.02 A Part-time Employee in a Continuing Position will receive prorated Vacation Entitlement based on normal bi-weekly hours.

4.03 A Temporary Employee will receive vacation pay of eight (8) percent of wages paid bi-weekly.

4.04 Vacation Entitlements are not earned during a period of extended personal leave or while on LTD and, subject to Section 5.06, are prorated if the Employee leaves the University before the end of the annual Payroll year.

4.05 Except in cases of retirement, Vacation Entitlements may not be taken immediately before termination of employment. Any earned Vacation Entitlements will be paid out on the final pay.

4.06 When an Employee retires, he/she receives the entire year's Vacation Entitlement regardless of the date the retirement is effective.

4.07 As at January 1, 2003, an employee's full Vacation Entitlement for a given annual Payroll year may be deferred for one (1) year but must be taken in the next annual Payroll year. Where an employee is unable to take the deferred vacation entitlement in the next annual Payroll year, the deferred vacation will be paid out.

As at January 2004, the following methodology shall be used to calculate vacation carry over:

- a. Any vacation taken is first deducted against any vacation entitlement carried over from the previous year;
- b. Any further vacation taken is then deducted from the employee's current year vacation entitlement; and
- c. Any further vacation taken is then deducted from the employee's grandfathered December 31, 2002, total vacation carry over amount.

4.08 Supervisors will make a reasonable effort to facilitate vacation schedules that allow the maximum number of Employees to take vacations on the dates of each Employee's choice.

5. Court/Jury Leave

5.01 A Continuing Employee required by summons or subpoena to appear as a witness or to serve as a jury member in a court of law, will receive salary continuance for the time required to be in court. The Employee will reimburse the University the funds received from the Court for jury duty less the amount paid for parking.

5.02 Salary continuance is not available to a Temporary Employee.

6. Compassionate and Personal Leave With Pay

6.01 When death, serious illness, or injury strikes a close family member or close friend of an Employee, up to five (5) days compassionate leave with pay may be granted at the discretion of the supervisor.

6.02 The supervisor may also grant up to two (2) days personal leave with pay per year when an Employee must respond to a domestic emergency or personal problem. This is not intended to supplement the compassionate leave benefit.

6.03 A Temporary Employee is eligible for leave with pay under Sections 6.01 and 6.02.

7. Sick Leave

7.01 Entitlement

- a. For a Continuing Employee, University sick leave for non-occupational illness or injury will be based on length of service as follows:

| Service Period | Entitlement |
|---|--|
| Less than three (3) months | One (1) week (36 hrs) at 100% of salary |
| Three (3) months but less than one (1) year | Four (4) weeks (144 hrs) at 100% salary, then twelve (12) weeks (432 hrs) at 75% salary, then ten (10) weeks (360 hrs) at 60% salary |
| One (1) year but less than five (5) years | Twelve (12) weeks (432 hrs) at 100% salary, then four (4) weeks (144 hrs) at 75% of salary, then ten (10) weeks (360 hrs) at 60% of salary |
| Five (5) years or more | Twenty-six (26) weeks (936 hrs) at 100% of salary |

- b. In any seven-year period, an employee is eligible for an aggregate maximum of twenty-six weeks sick leave for the same illness or injury. If the illness or injury occurs again within the seven-year period, and the employee has already taken twenty-six weeks sick leave, he/she shall be eligible to apply for Long Term Disability. Any other illness or injury not directly related to the earlier illness or injury shall also carry an aggregate maximum entitlement of twenty-six weeks of sick leave in any seven-year period.
- c. A Part-time Employee will be entitled to sick leave prorated accordingly.
- d. A Temporary Employee with more than three (3) weeks of uninterrupted service in his/her current position prior to each period of sick leave is eligible for the entitlement as a Continuing Employee as stated in Section 7.01 (a) above. Following each instance of employee absence, a new period of three (3) weeks of uninterrupted service in his/her current position is required to be eligible for sick leave as stated in Section 7.01(a) above.

7.02 When a statutory or University holiday falls within, or contiguous to, a period of paid sick leave, the holiday will not be assessed against an Employee's sick leave.

7.03 An Employee must report his/her inability to work due to illness to his/her supervisor or to the person designated to receive such reports before the start of the work day or as soon as reasonably possible after work begins. An Employee is obligated to keep the supervisor informed of his/her status (inability to work) on an ongoing basis.

7.04 At the discretion of the supervisor, a physician's certificate satisfactory to the University may be required to support any absence due to illness or injury.

7.05 Repeated absences or persistent inability to perform duties because of chronic illness may result in an Employee being required to undergo a medical examination and to take sick leave until he/she can produce satisfactory medical evidence of the ability to return to work. This decision will be made by the Dean or Director, in consultation with the Executive Director, Human Resources.

7.06 If an Employee fails to cooperate by refusing a medical examination, or by failing to follow a prescribed course of treatment or to produce a confirming medical certificate, his/her sick leave will normally be canceled and he/she may be recommended for dismissal.

8. Workers' Compensation

Eligibility

All Employees are eligible for compensation for loss of pay and medical expenses arising from work-related injury or occupational disease according to the Workers' Compensation Board (WCB).

8.01 Entitlement

- a. An Employee experiencing loss of pay and medical expenses arising from a work-related injury or occupational disease will have his/her salary continued by the University according to the sick leave Policy provided he/she makes appropriate application to The Workers' Compensation Board. Any Workers' Compensation Board Wage Loss Compensation payments will then go directly to the University.
- b. An injured Employee requiring time off for the day of the injury only will be paid regular salary in full for that day.
- c. If an Employee is not able to return to work at the expiration of his/her sick leave then he/she will no longer receive compensation from the University and will receive compensation directly from the Workers' Compensation Board.
- d. If an Employee's Bi-weekly Salary under the sick leave Policy falls below the Wage Loss Compensation payment, then salary continuance from the University will cease and the Employee will receive Wage Loss Compensation directly from the Workers' Compensation Board.

8.02 An Employee is responsible for

- a. obtaining medical aid as required for the injury, and

- b. reporting all injuries to his/her supervisor, and
- c. providing mandatory medical certificates/documentation to the supervisor in support of any absences relating to the injury, including verifying the inability to perform his/her duties because of the injury and the approximate length of time off required, and
- d. completing the worker's report form provided by the Workers' Compensation Board.

8.04 Supervisors are responsible for

- a. ensuring that an injured Employee receives medical attention as required, and
- b. completing the "Employer's Report," Workers' Compensation form and forwarding it to Human Resources within three days of the incident.

8.05 When an Employee no longer receives regular compensation from the University and receives compensation directly from Workers' Compensation, the University will maintain the benefit premiums.

8.06 An Employee returning from WCB leave must produce a physician's certificate, verifying that he/she is fit to return to work and identifying any limitations.

8.07 An Employee returning to work with a "light duties only" medical certificate may return to work if there is light duty available. The Workers' Compensation Board, the department and Human Resources will mutually agree upon a work schedule.

9. Maternity and Parental Leave

10.01 Maternity/Parental Leave - Birth Mother

- a. Length of Leave -- A Continuing Employee is entitled to a leave of absence, without pay, for a period up to seventeen (17) consecutive weeks of maternity leave and up to thirty-five (35) consecutive weeks of parental leave. The parental leave must immediately follow the maternity leave. Where the birth mother chooses to take only the parental leave she is entitled up to thirty-

seven (37) consecutive weeks of unpaid leave to be taken within fifty-two (52) weeks of the birth of the child.

- b. Notice Requirements -- At least four (4) weeks written notice must be provided before the leave begins. A physician's or midwife's certificate indicating the expected probable date of birth must accompany the written request. The request will specify the day on which the leave is to begin and the expected return to work date. Where a pregnant Employee gives birth before requesting maternity leave or before beginning maternity leave, her leave will be deemed to have started on the date of the child's birth. An Employee may end a leave by giving four (4) weeks written notice.

This may be waived in extreme circumstances by mutual agreement. A physician's certificate may be required stating an Employee is able to return to work.

- c. Sick Leave -- An Employee on leave will be entitled to paid sick leave (as outlined in Section 8.01) for illnesses related to the pregnancy or birth, occurring during the leave upon presentation of a physician's certificate.
- d. Benefits and Service Credits -- During the period of maternity and/or parental leave, both the University and the Employee will continue to pay their portions of the benefit premiums. Vacation Entitlement, pension and other service credits will not be affected by the leave.
- e. Reimbursement -- A Continuing Employee who has returned to work following her leave will be eligible for the following reimbursement:
 - i. A Continuing Employee who is the birth mother and received the EI (Employment Insurance) maternity and/or EI parental benefits may submit a claim to Human Resources for reimbursement of the difference between the EI maternity and/or EI parental benefits and her Normal Salary for the duration of the EI maternity and/or EI parental benefit period to a maximum of thirty-five (35) weeks. EI

stubs must accompany the claim.

- ii. A Continuing Employee who is the birth mother and was ineligible for EI maternity and/or EI parental benefits may submit a request to Human Resources for reimbursement of a lump sum of forty (40) percent of her Normal Salary for the duration of the normal EI maternity and/or EI parental benefit period to a maximum of thirty-five (35) weeks.
- iii. A Continuing Employee who resigns within one year of returning to work following the leave shall be required to repay to the University a prorated amount of the difference between the EI benefit and her Normal Salary for the duration of the benefit period.

9.02 Parental Leave - Spouse of a Birth Mother and Adoptive Parent

- a. Length of Leave -- A Continuing Employee who is either a Spouse of a birth mother or an adoptive parent will be entitled to thirty-seven (37) consecutive weeks of leave, without pay. Leaves must be taken within fifty-two (52) weeks of the birth of the child or the date the child comes into the actual care and custody of the parent.

In special adoption cases, leaves will be extended up to an additional five (5) consecutive weeks without pay where the child is at least six (6) months of age before coming into the Continuing Employee's care and custody and where a medical practitioner or the agency that places the child certifies that an additional period of parental leave is required because the child suffers from a physical, psychological or emotional condition.

If the birth mother dies or is totally disabled during the maternity leave period, the parent of the child will be entitled to both maternity and parental leave without pay under the terms and conditions that would otherwise apply to the birth mother.

- b. Notice Requirements -- At least four (4) weeks written notice must be provided to the supervisor and copied to Human Resources before the leave commencement and the expected

return to work date. If the leave is for the purpose of adoption, then the four (4) week notice period will be waived with the Continuing Employee making a request as soon as is reasonably practicable. A Continuing Employee who requests parental leave for the adoption or caring of a child will be required to provide proof of adoption or birth of the child. A Continuing Employee may end the leave by giving the supervisor four (4) weeks written notice. This may be waived in extreme circumstances by mutual agreement.

- c. **Benefits and Service Credits** -- During the period of parental leave, both the University and the Employee will continue to pay their portions of the benefit premiums. Vacation Entitlement, pension and other service credits will not be affected by the leave.
- d. **Reimbursement** -- A Continuing Employee who is either a Spouse of a birth mother or an adoptive parent who has returned to work following parental leave and who has received EI parental benefits will be entitled to reimbursement of the difference between the EI parental benefits and his/her Normal Salary for the duration of the EI parental benefit period to a maximum of thirty-five (35) weeks. Claims for reimbursement must be submitted to Human Resources. EI stubs must accompany the claim. A Continuing Employee who resigns within one year of returning to work following the leave shall be required to repay to the University a prorated amount of the difference between the EI benefit and his/her Normal Salary for the duration of the EI benefit period.

9.03 Length of Leave - Maternity & Parental leave - Temporary Employees

- a. **Length of Leave** -- The length of the maternity and/or parental leave for a Temporary Employee will not exceed the end of his/her temporary appointment.
 - i. **Birth Mother** -- A pregnant Temporary Employee is entitled to a leave of absence, without pay, for a period of seventeen (17) consecutive weeks of maternity leave and up to thirty-five (35) consecutive weeks of parental leave. The parental leave must

immediately follow the maternity leave. In the case where the birth mother chooses to take only the parental leave she is entitled to up to thirty-seven (37) consecutive weeks of unpaid leave to be taken within fifty-two (52) weeks of the birth of the child.

ii. Birth Father, Spouse of the Birth Mother, Adoptive Parent – A Temporary Employee who is the birth father, Spouse of the birth mother, or the adoptive parent shall be entitled to thirty-seven (37) consecutive weeks of leave, without pay. The leave must be taken within fifty-two (52) weeks of the birth of the child or the date the child comes into the actual care and custody of the mother or father.

In special adoption cases the leave will be extended up to an additional five (5) consecutive weeks without pay where the child is at least six (6) months of age before coming into the employee's care and custody and where a medical practitioner or the agency that places the child certifies that an additional period of parental leave is required because the child suffers from a physical, psychological or emotional condition. The Temporary Employee may terminate the leave by giving four (4) weeks written notice. This may be waived in extreme circumstances by mutual agreement.

- b. Notice Requirements - At least four (4) weeks written notice must be provided to the supervisor and copied to Human Resources prior to the leave commencement. A physician or midwife's certificate indicating the expected probable date of birth must accompany the written request. The request will specify the day on which the leave is to commence and the expected return to work date. Where a pregnant Temporary Employee gives birth before requesting maternity leave or before beginning maternity leave, her leave will be deemed to have started on the date she gave birth. The Temporary Employee may terminate the leave(s) by giving four (4) weeks written notice. This may be waived in extreme circumstances by mutual agreement. A physician's certificate may be required stating the Temporary Employee is able to return to work.
- c. Sick Leave - A Temporary Employee on leave shall be entitled to sick leave (as outlined in AD10-08 Section 8.) for illnesses related

to the pregnancy or birth, occurring during the leave upon presentation of a physician's certificate.

- d. Benefits and Service Credits - During the term of the maternity and/or parental leave, both the University and the Temporary Employee shall continue to pay their portion of the benefit premiums. Vacation Entitlement and other service credits will not be affected by the leave.

10. Personal Leave without Pay

10.01 Leaves of absence without pay may be granted to an Employee at the discretion of the department head if the operational efficiency of the department will not be adversely affected.

10.02 An Employee requesting a personal leave without pay will submit an application to the department head, the Dean/administrative Director or the Vice-President for approval.

10.03 Depending on the length of the leave the maintenance of the benefit premiums will be as follows:

- a. Leaves of less than four (4) months -- both the University and the Employee will continue to pay their portions of the benefit premiums.
- b. Leaves of more than four (4) months -- the Employee will be responsible for paying the full cost of the premiums. If an Employee chooses not to maintain all the premiums required during the leave, proof of insurability and the applicable waiting period may result upon return to work. The University's share of premiums will stop at the end of the month in which the leave of absence begins and will begin again the first day of the month following that in which the leave ends.



SIMON FRASER UNIVERSITY

Policies and Procedures

Date

Number

April 1, 1999 AD 10.09

Revision Date Revision No.

1. Subject: Professional Development Leave

2. General Policy Statement

2.01 Professional Development Leaves are awarded on the basis of demonstrated benefit to the University and the Employee. Professional Development Leave proposals presented by an Employee must relate to some aspect of the Employee's current responsibilities, and be of benefit to the University and the Employee.

2.02 Leave to complete an undergraduate or graduate degree normally will not be approved as Professional Development Leave. See also AD 10.10 Training and Professional Development, AD 10.12 Tuition Waiver.

2.03 Professional Development Leaves will be approved subject to funding availability and operational considerations.

3. Eligibility

Full-time Employees and Part-time Employees in Continuing Positions are eligible to apply for University Funded Professional Development Leave or Departmentally Funded Professional Development Leave upon the completion of six (6) years' continuous service.

4. Entitlement

4.01 All Professional Development Leaves will be awarded on the basis of an eligible Employee's proposal, which must demonstrate value to be gained both for the University and for the Employee, and which must be supported by the supervisor and the Dean or Director.

4.02 Where Professional Development Leave is approved, the salary of the Employee who is the subject of that leave will be paid as follows:

- a. salary at 100% for Professional Development Leaves of four (4) months or less, or
- b. salary at 90% for Professional Development Leaves of four (4) to eight (8) months, or
- c. salary at 80% for Professional Development Leaves of eight (8) months to twelve (12) months.

4.03 After the completion of the Professional Development Leave, the recipient of the leave will return to the University for at least one (1) year or will refund, on a prorated basis, the financial assistance received from the University.

4.04 Vacation Entitlement accrued during any Professional Development Leave must be taken in conjunction with the leave and should be planned in advance when the original proposal for a specific length of time is put forward.

4.05 During Professional Development Leave, benefits will be continued and will be based on an Employee's Annual Salary.

5. University Funded Professional Development Leave Procedures

5.01 The University will fund an annual amount, not to exceed \$25,000 in total, to assist departments to accommodate requests for University Funded Professional Development Leave.

5.02 University Funded Professional Development Leave will be granted at the sole discretion of the Professional Development Leave Committee.

5.03 The deadline for submission of proposals to the Professional Development Leave Committee is January 2 and approved University Funded Professional Development Leaves will begin on or after the subsequent April 1.

5.04 Proposals for University Funded Professional Development Leaves will be forwarded to the Professional Development Leave Committee in care of the Executive Director, Human Resources. Supporting documentation from the supervisor and Dean or Director must accompany the proposal and indicate the benefits that can be expected as a result of the University Funded Professional Development Leave, the rationale for the assistance requested, and the amount requested. The decision of the Professional Development Leave Committee will be communicated by the Executive Director, Human Resources to the Dean or Director, who will in turn inform the Employee.

5.05 An Employee returning from a University Funded Professional Development Leave will be required to submit a report to the Professional Development Leave Committee and to his/her supervisor. The report should describe and evaluate the extent and success of the University Funded Professional Development Leave, and if appropriate, make recommendations for possible improvements in or enhancements to the University's services.

5.06 An Employee on University Funded Professional Development Leave may not be engaged in other remunerative employment unless, in exceptional circumstances, the employment is approved by the Professional Development Leave Committee.

6. Departmentally Funded Professional Development Leave Procedures

6.01 Departmentally Funded Professional Development Leaves are awarded by the department from departmental funds and must be approved and supported by the supervisor, and the Dean or Director.

6.02 Human Resources should be advised of Departmentally Funded Professional Development Leave arrangements.



SIMON FRASER UNIVERSITY

Policies and Procedures

Date **Number**

April 1, 1999 AD 10.10

Revision Date **Revision No.**

May 28, 2004 B

1. Subject: Professional Development

2. General Policy Statement

The University undertakes that, through an effective Professional Development plan consistent with the principles of employment equity, it will encourage and assist an Employee to:

- a. acquire the knowledge and skills required to maximize his/her performance in his/her current position,
- b. acquire new competencies in response to, or in preparation for, changing position requirements or new position opportunities,
- c. develop or redirect his/her career as individual or organizational needs change,
- d. acquire knowledge and understanding respecting issues of fairness, equity, and human rights.

3. Eligibility

Continuing Employees are eligible to apply for Professional Development programs.

4. Entitlement

Professional Development programs that are University funded are as follows:

4.01 Tuition Reimbursement (See also Policy AD 10-12 Tuition Waiver for on-campus credit courses.)

AD 10.10 Professional Development

- a. Subject to (b), a Continuing Employee is eligible for reimbursement of 100% of the course costs of off-campus Job-Related Courses approved by his/her supervisor up to a maximum of \$1000 in any one (1) calendar year. This amount is an annual eligibility and cannot be carried forward to future calendar years. The expenses covered by this fund may include tuition costs, examination fees, textbooks and required course material.
- b. A Part-time Employee in a Continuing Position is eligible for reimbursement of a percentage of the tuition costs of off-campus Job-Related Courses approved by his/her Supervisor based on the percentage of full-time hours the Employee normally works in a bi-weekly period. The maximum amount available in a calendar year will also be prorated as a percentage of \$1000 based on the normal hours worked in a bi-weekly period.
- c. Tuition Reimbursement is not an alternative to Tuition Waiver set out in Policy AD 10-12. Employees shall not be approved for Tuition Reimbursement if the Job Related Course or equivalent, is offered by the University. In circumstances where a Job Related Course or equivalent is not offered at the University or an Employee is inadmissible to a particular program or course at the University, then Tuition Reimbursement may be granted subject to evidence the program or course is not offered by the University or evidence of the Employee's inadmissibility.
- d. In exceptional circumstances Tuition Reimbursement over the \$1000 maximum may be allowed with the approval of the appropriate Dean/Director and the Executive Director, Human Resources.

4.02 Where there is a demonstrated organizational need, Professional Development programs and courses that are feasible in terms of the cost and the number of participants will be made available in-house by Human Resources at no cost to participants or departments.

4.03 Position rotations and cross training of Employees for position enrichment can be utilized as part of Professional Development and should be considered by all departments.

4.04 APSA Professional Development Expenses - See AD 10-11.

5. Procedures for University Funded Professional Development Programs

5.01 Tuition Reimbursement will be provided if the following conditions are met:

- a. An Employee and a Supervisor shall mutually develop and agree to a professional development plan prior to application for Tuition Reimbursement. The agreed professional development plan and Educational Reimbursement Application, approved by the Employee's supervisor, must be submitted to Human Resources prior to registration.
- b. Any necessary arrangements for time off must be approved in advance by the supervisor. The Employee and the department head are responsible for ensuring that courses do not interfere with the department's normal level of service.
- c. The Employee must be on the payroll both at the time of commencement and the conclusion of the course.
- d. Proof of successful completion of the course and proof of tuition fee payment must be submitted to Human Resources at which time reimbursement will be processed.

5.02 Programs made available in-house by Human Resources will be advertised by e-mail and on the HR Web site.

- a. Application must be made on the Course/Workshop Application form and approved in advance of registration.
- b. Departments will be charged for the cost of the Course or Workshop for an Employee who registers and fails to appear.

5.03 Position enrichment and position rotation

- a. If there are temporary vacancies in Administrative and Professional Staff Positions, departments are encouraged to concentrate their search for replacements among the other Administrative and Professional Staff in the same department or in another department. If a department is unable to identify an acceptable Employee from within its own area, Human Resources should be contacted for assistance.

- b. An Employee who wishes to exchange positions within or between departments for a duration of three (3) months to one (1) year will be able to do so subject to the approval of the supervisors of the department or departments affected.
- c. The University and APSA will maintain a joint Position Rotation and Exchange Committee that will actively promote opportunities for position rotation and exchange. The Committee will:
 - i. try to match those seeking position rotation or exchange with others,
 - ii. keep an index of requests and opportunities,
 - iii. advise supervisors on the criteria to apply when making a decision to allow or disallow a requested position rotation or exchange,
 - iv. report annually to the University and APSA on the extent and success of rotations and exchanges and make recommendations to enhance position enrichment through rotations and exchanges, and,
 - v. study ways and means of providing reciprocal exchanges between the University and external organizations including agencies, institutions, government and business.



SIMON FRASER UNIVERSITY

Policies and Procedures

| Date | Number |
|---------------|--------------|
| April 1, 1999 | AD 10.11 |
| Revision Date | Revision No. |
| May 29, 2014 | G |

1. Subject: Reimbursement of Professional Development Expenses

2. General Policy Statement

The University encourages Employees to pursue Professional Development activities in order to remain at the forefront of their respective disciplines.

The University will reimburse the Employee for allowable Professional Development expenses that are not otherwise reimbursed by the University.

This reimbursement is in addition to funds normally made available by departments for Professional Development.

3. Eligibility

3.01 A Continuing Employee whose start date falls between January 1 and September 30 is eligible for a reimbursement on January 1 the following year. A Continuing Employee whose start date falls between October 1 and December 31 of one year is not eligible for reimbursement on January 1 immediately following, but will be eligible on January 1 the subsequent year.

3.02 The reimbursement available for Professional Development will be pro-rated for a Part-time Employee in a Continuing Position.

4. Entitlement

4.01 The amount of reimbursement available for Professional Development is:

| | |
|------------------------|--------------------------|
| effective January 2007 | \$600 per calendar year; |
| effective January 2009 | \$700 per calendar year. |

4.02 The following expenses incurred by a Continuing Employee on his/her own behalf are eligible to be reimbursed:

- a. professional dues, subscriptions, journals and books,
- b. equipment, including computer hardware and software, and
- c. conference fees, including travel and associated expenses.

4.03 Questions of eligibility can be clarified in advance by contacting the Learning and Development Coordinator in Human Resources.

4.04 Any reimbursement for Professional Development may be subject to Canada Revenue Agency review.

5. Procedures

5.01 Only one Professional Development expense statement for reimbursement may be submitted in each calendar year.

5.02 Unused Professional Development funds in a calendar year may be carried forward to the next calendar year but in no case will a Continuing Employee's entitlement be greater than:

| | |
|------------------------|----------|
| effective January 2014 | \$2,800 |
| effective January 2016 | \$3,500. |

On termination of employment, unused Professional Development will revert to the University.

5.03 An Employee will submit a Professional Development expense statement accompanied by original receipts to Human Resources for approval.

5.04 The approved statements of expenses and accompanying receipts will be forwarded by Human Resources to Financial Services.

6. University Property and Determination of Fair Market Value

6.01 All tangible goods (e.g., computer, books), or portion thereof, purchased through the Professional Development expenditures account are the property of the University. At the date that fair market value equals \$0, the ownership of the tangible good is deemed to transfer to the Employee.

6.02 If the Employee retires or terminates employment as a Employee prior to the fair market value equaling \$0, the Employee will have the option of purchasing these item(s) from the University at fair market value or declaring the item(s) a taxable benefit at fair market value as at the date of such retirement or termination of employment. Should the Employee choose to retain any items purchased or declared a taxable benefit under this policy upon retirement or termination of employment, a market value determination will be required.

6.03 The determination of fair market value for purchase or taxable benefit purposes, shall normally be the original purchase price if equal to the value of the reimbursement received by the Employee under this policy or portion thereof, of the capital asset less the accumulated cost of depreciation calculated using the straight-line depreciation method based on the schedule provided below as per the University's financial statements. This method depreciates the capital asset by the same amount each year over the estimated life of the asset.

6.04 Schedule:

| | |
|---|----------|
| Computer equipment, peripherals, software, and other related technology | 3 years |
| Other Equipment (if deemed applicable) | 8 years |
| Books | 10 years |

6.05 Calculation example:

| | |
|---------------------------------|---|
| Purchase price of capital asset | \$900 (assume 100% PD reimbursement) |
| Estimated life of capital asset | 3 years |
| Cost of Depreciation | \$300 per year (\$900 / 3 years) |

AD 10.11 Reimbursement of Professional Development Expenses

| | |
|----------------------------------|-------------------------|
| Capital Asset owned for | 2 years |
| Accumulated cost of depreciation | \$600 (\$300 * 2 years) |
| Deemed Fair Market Value | \$300 (\$900 - \$600) |

6.06 The University retains the right to determine fair market value in cases where the above method is deemed not appropriate. The Department of Finance will then assist in this determination.

6.07 The determination of fair market value is applicable only if the option to purchase or taxable benefit is exercised. If not, the asset remains the property of the University and shall be returned to the Employee's department.

6.08 A retiring or terminating Employee purchasing at fair market value or declaring a taxable benefit at fair market value is required to make their determination and submit their declaration and relevant information (with an enclosed cheque if purchasing goods) to Human Resources.



SIMON FRASER UNIVERSITY

Policies and Procedures

| Date | Number |
|------|--------|
|------|--------|

| | |
|---------------|----------|
| April 1, 1999 | AD 10.12 |
|---------------|----------|

| Revision Date | Revision No. |
|---------------|--------------|
|---------------|--------------|

| | |
|----------------|---|
| March 22, 2018 | B |
|----------------|---|

1. General Policy Statement

1.01 The University supports the concept of providing financial support for an Employee, his/her Spouse and/or Dependents to attend University credit courses in the pursuit of an undergraduate or graduate degree.

1.02 The eligibility of an Employee, his/her Spouse or Dependents for admission to any academic course or program at the University will not be affected in any way by the provisions of this Policy.

2. Eligibility

2.01 Continuing Employees are eligible for Tuition Waiver and must be

- a. receiving salary at the start of the semester, or
- b. on LTD or Workers' Compensation, or
- c. on approved leave of absence.

2.02 Retired Former Continuing Employees are eligible for Tuition Waiver.

2.03 Spouses and Dependents

- a. Spouses and Dependents of either a Continuing Employee, a retired Continuing Employee, or a Continuing Employee who died while employed, are eligible for Tuition Waivers. No other Dependents are eligible for Tuition Waivers.
- b. Dependents for the purposes of Policy AD 10.12 must be under twenty-five (25) years of age at the start of the semester in which a Tuition Waiver is granted.
- c. If a Dependent's parents are both eligible for full Tuition Waiver, either parent may claim the Tuition Waiver. When one

parent is eligible for full Tuition Waiver and the other is eligible on a prorated basis, the latter may claim his/her full entitlement and the Full-time Employee may claim the balance.

2.04 If the eligibility for this benefit is terminated during an academic semester in which a beneficiary is enrolled as a student at the University, the benefit will expire at the end of that semester.

3. Entitlement

3.01 The amount of the Tuition Waiver will be prorated based on normal bi-weekly hours for a Part-time Employee and for the Spouse and Dependents of a Part-time Employee.

3.02 Only University academic programs and credit courses officially approved by Senate are covered. This includes the Co-operative Education Program and graduate programs, but excludes non-credit courses.

3.03 The Tuition Waiver applies only to tuition fees levied for approved courses and programs. Tuition fees in this context also include co-operative education fees, course challenge tuition fees, "on leave" fees for graduate students, audit and special audit fees.

3.04 The Tuition Waiver does not apply to student activity fees, athletic and recreation fees, student services fees, field activity or laboratory fees, re-admission fees, graduation fees, and any other miscellaneous charges.

3.05 A student may not receive both a full Tuition Waiver and free tuition from an award. The Tuition Waiver will not be applied unless the student has declined the award.

4. Procedures

4.01 Continuing Employee (for themselves or Spouse or Dependent)

- a. The Continuing Employee will obtain a Tuition Waiver application form from his/her department or from Human Resources.
- b. The Continuing Employee will complete the Tuition Waiver application form and certify that all conditions set out in Policy AD 10.12 are met.

- c. The department head will verify that the applicant for a Tuition Waiver is either a Full-time Employee in a Continuing Position or a Part-time Employee in a Continuing Position. If the applicant is a Part-time Employee in a Continuing Position, the department head will specify the percentage of time worked.
- d. The student will present the signed Tuition Waiver application form to the Cashiers Office along with his/her fee assessment form and will pay all non-tuition registration fees.

4.02 Retired Former Continuing Employee (for themselves or Spouse or Dependent):

- a. The Retired Former Continuing Employee will obtain a Tuition Waiver application form from Human Resources.
- b. The person referred to in (a) will complete the Tuition Waiver application form and certify that all conditions of Policy AD 10.12 are met.
- c. Human Resources will verify that the person was, on the date of his/her retirement, employed as a Full-time Employee in a Continuing Position or a Part-time Employee in a Continuing Position. If, on retirement, the person was a Part-time Employee in a Continuing Position, Human Resources will specify the percentage of time worked when employed.
- d. The student will present the signed Tuition Waiver application form to the Cashiers Office along with his/her fee assessment form and will pay all non-tuition registration fees.

4.03 Spouse or Dependent of deceased Continuing Employee

- a. The Spouse or Dependent of a person who, at the time of his/her death, was employed as a Continuing Employee, will obtain a Tuition Waiver application form from Human Resources.
- b. Human Resources will ensure that the Spouse or Dependent of a person referred to in (a) meets the conditions of Policy AD 10.12 and will verify that the person was, at the time of his/her death, employed as a Full-time Employee in a Continuing Position or a Part-time Employee in a Continuing Position. If the person was a Part-time Employee in a Continuing Position at the time of his/her death, Human Resources will specify the percentage of time worked while so employed.

- c. The student will present the signed Tuition Waiver application form to the Cashiers Office along with his/her fee assessment form and will pay all non-tuition registration fees.



SIMON FRASER UNIVERSITY

Policies and Procedures

| Date | Number |
|------|--------|
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|---------------|----------|
| April 1, 1999 | AD 10.13 |
|---------------|----------|

| Revision Date | Revision No. |
|---------------|--------------|
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| | |
|-----------------|---|
| January 1, 2007 | A |
|-----------------|---|

1. Subject: Work Schedules

2. General Policy Statement

2.01 This policy sets out the working schedules for Administrative and Professional Staff and the general hours of work at the University.

2.02 Determination of a work schedule will be directed to accommodating both the University's operational needs and the Employee's right to a reasonable and flexible work schedule.

3. Responsibility

3.01 For recording purposes, the standard work day is seven hours and 12 minutes, exclusive of the meal period. The standard work week is thirty-six hours in any five days.

3.02 The University's main campus offices will be open at least during the hours 8:30 a.m. to 4:30 p.m., Monday through Friday. Harbour Centre campus will be open at least during the hours 9:00 a.m. to 5:00 p.m. Exceptions must be approved by the appropriate Vice-President.

3.03 A member of the Administrative and Professional Staff at the University is primarily self-directing and self-disciplinary concerning the functions of his/her position. He/she will exercise discretion about the time and location of work performed in support of the established job objectives. From time to time the Employee may find that for a variety of reasons it is necessary to work considerably more than a standard work week to carry out his/her responsibilities satisfactorily.

While there is no monetary compensation for these extra hours, the Employee is entitled to reasonable compensating time away from the workplace at a time mutually acceptable to the Employee and the supervisor. The Employee's right in this respect should be accommodated.

3.04 When an Employee initiates a complaint with a supervisor that his/her workload is unreasonable, and the Employee and supervisor cannot agree on a resolution, or when an Employee has requested compensating time off and the supervisor has denied the request, the Employee may initiate an Individual Grievance as set out in AD 10.17 (Problem Resolution).

4.0 Variable Scheduled Work Week*

4.01 A Variable Scheduled Work Week for an employee may be approved by his/her Department Head, or Appropriate Vice President. Following receipt of the proposal and appropriate supporting documentation, the Department Head or appropriate Vice President will respond within 25 working days. The time limit may be extended if the proposal is not adequately documented.

4.02 A proposal shall include:

- a. all details and terms in writing (e.g., work schedule, service levels, coverage, vacation, holidays, supervision of staff during absence); and
- b. a written statement as to how the proposed Variable Scheduled Work Week shall improve operational service and efficiency or, at the very least, maintain the same level of operational service and efficiency to the university community and members of the public.

4.03 A copy of the Variable Scheduled Work Week proposal shall be sent to the Director of Human Resources or designate, and the Department Head or appropriate VP shall consult with the Director of Human Resources or designate, prior to approval and implementation of a Variable Scheduled Work Week.

4.04 Variable Scheduled Work Week's continuation is based on its ability to provide a level of service and efficiency that meets or exceeds that which would be provided by a standard work week. Given the self-directing nature

of APSA positions and the fluctuating work demands of such positions, it is understood that within certain times of the year the Department Head, or appropriate VP, may temporarily alter the Variable Scheduled Work Week, or return the employee to a standard work week.

4.05 A Variable Scheduled Work Week that has been approved for an employee in a Department only applies to that particular position. Accordingly, if the employee subsequently successfully applies for another position, the employee's appointment to that other position will not be subject to the Variable Scheduled Work Week.

4.06 A Variable Scheduled Work Week shall be reviewed annually between the employee and the Department Head or appropriate VP to ensure that the principles of 4.01(b) continue to apply.

4.07 A Variable Scheduled Work Week may be terminated with four weeks written notice by the employee or at the discretion of the Department Head or appropriate Vice President. A copy of said notice shall be sent to the Director, Human Resources.

4.08 Notwithstanding the provisions of AD10.13.4, a Department Head or appropriate Vice President may declare a policy that no Variable Scheduled Work Week will be approved for a particular work unit, department or portfolio.

4.09 A denial or cancellation of a Variable Scheduled Work Week proposal or a declaration of a policy of no Variable Schedule Work Weeks (as per 4.08 above), is not subject to AD10.17.

** - Section 4 of Policy AD 10.13 is a part of the Memorandum of Agreement signed in November 2002 but has not been included in the policies published by Human Resources. It is included here for information purposes only.*

*** - Variable Scheduled Work Week definition - an employee works 72 hours over 2 weeks in 9 days.*



SIMON FRASER UNIVERSITY

Policies and Procedures

Date

Number

April 1, 1999 AD 10.14

Revision Date Revision No.

1. Subject: No Discrimination

2. General Policy Statement

The University and APSA subscribe to the principles expressed in the Human Rights Code, R.S.B.C. 1996, c.210 as amended. The AD 10 series of policies will be administered in accordance with these principles as noted below.

Human Rights Code, R.S.B.C. 1996, c.210 -- Purposes

The purposes of this Code are as follows:

- a. to foster a society in British Columbia in which there are no impediments to full and free participation in the economic, social, political and cultural life of British Columbia,
- b. to promote a climate of understanding and mutual respect where all are equal in dignity and rights,
- c. to prevent discrimination prohibited by this Code,
- d. to identify and eliminate persistent patterns of inequality associated with discrimination prohibited by this Code,
- e. to provide a means of redress for those persons who are discriminated against contrary to this Code,
- f. to monitor progress in achieving equality in British Columbia,
- g. to create mechanisms for providing the information, education and advice necessary to achieve the purposes set out in paragraphs (a) to (f).

See also Policy GP 18 (Harassment Policy).



SIMON FRASER UNIVERSITY

Policies and Procedures

Date

Number

April 1, 1999 AD 10.15

Revision Date Revision No.

1. Subject: Strike Policy

2. General Policy Statement

2.01 During labour disputes involving the University every effort will be made to continue to provide instruction and related support services to students.

2.02 An Employee will have the choice of whether or not to cross any Picket line established at the University.

2.03 An Employee who normally performs some of his/her duties by telecommuting, working in the field or other means, will be considered to be "at work" if those duties continue to be performed in the same manner and at the normal external locations provided that any duties which the Employee would normally perform at University locations continue to be performed by the Employee at the same University locations.

3. Responsibility

3.01 An Employee who chooses to cross a Picket line will

- a. be expected to perform his/her normal duties, and
- b. be free to perform duties additional to or other than his/her normal duties or to refrain from doing so without discrimination or coercion from the University, APSA, or any persons acting on their behalf.

3.02 An Employee who chooses not to cross a Picket line will inform his/her supervisor or department head as soon as possible.

3.03 An Employee who initially chose not to cross a Picket line but subsequently decides to cross a Picket line will inform his/her supervisor or department head before resuming his/her normal duties or additional duties as assigned.

4. Procedures

4.01 An Employee who chooses not to cross a Picket line will

- a. not be paid nor receive benefits for the period of time he/she chooses not to be 'at work' and will be deemed to be on leave without pay, and,
- b. be required to pay both the employer's and Employee's portions of the total benefit package to which he/she subscribed before the strike.

4.02 For an Employee who chooses not to cross a Picket line, the University will

- a. arrange for payments to insured benefit plans to continue at the Employee's expense, unless the Employee advises Human Resources in writing that he/she wishes insured benefit Plans canceled for the duration of the strike,
- b. obtain reimbursement for the benefit payments made on behalf of the Employee from the Employee's salary when he/she resumes work.

4.03 When the Employee resumes work, he/she will be placed back on payroll at his/her normal salary.

Performance Development Policy

**SIMON FRASER
UNIVERSITY
Policy and Procedures**

Date
April 1, 1999

Number
AD 10.16

Revision Date
June 28, 2018

Revision No.
A

Policy Authority: Associate Vice President, Human Resources

Related Procedure(s): See the [Performance Development Program](#) description on the Human Resources website.

1.0 PURPOSE

- 1.1 The purpose of the University Performance Development Program is to enable each employee to understand and contribute to the goals and objectives of the department, division, and University.
- 1.2 By working collaboratively with their manager, each employee will develop individual performance job goals and objectives, track and assess ongoing progress against these goals, and identify tools, support, and development opportunities that will enable him/her to be successful in the performance of his/her job.
- 1.3 The program also focuses on identifying career aspirations, when applicable, and helps identify and develop a plan to reach these goals.

2.0 SCOPE and JURISDICTION

- 2.1 This policy applies to all Administrative and Professional staff represented by the Administrative and Professional Staff Association (APSA) and the managers who supervise APSA staff.

3.0 DEFINITIONS

- 3.1 APSA -- the Simon Fraser University Administrative and Professional Staff Association.
- 3.2 Continuing Employee -- an Employee employed in a Continuing Position.
- 3.3 Temporary Employee -- an Employee hired into a Temporary Position.

4.0 POLICY

- 4.1 The principle objectives of performance development are to:
- 4.1.1 Enable an employee and their manager to jointly develop individual goals, objectives, and expectations that support department, division, and University goals.
 - 4.1.2 Assess progress against goals and facilitate mutual feedback and communication between the employee and their manager with a focus that will:
 - a. Recognize and celebrate achievements and successes,
 - b. Implement solutions to improve performance where goals and performance expectations are not being met, and
 - c. Identify gaps in skill, knowledge, and abilities and to identify tools, support and development opportunities to enable the employee to close these gaps.
 - 4.1.3 Identify employee's interests related to any career aspirations within the University and develop an action plan if applicable.

- 4.2 The manager and the employee are encouraged to discuss job performance and goals on an informal, regular basis. A summary wrap-up of performance achievements should be completed at least annually.

5.0 ROLES AND RESPONSIBILITIES

Responsibility for performance development is a shared responsibility between the employee and their manager.

The manager has responsibility to provide oversight, direction, support, and coaching.

The employee has responsibility to help develop goals and objectives, perform the work required and to contribute insight and ideas into how the job can best be performed efficiently and effectively, and to ask for support when needed.

Completing a summary wrap-up of each employee's annual performance is the joint responsibility of each employee and their manager.

It is the responsibility of the manager to ensure that the summary wrap-up is completed with an employee prior to either the employee or manager moving to another position.

Human Resources is responsible for providing the framework for and support to the manager on the Performance Development Program including timely reminders and tools, forms and training support.

6.0 RELATED LEGAL, POLICY AUTHORITIES AND AGREEMENTS

- 6.1 The legal and other University policy authorities that may bear on the administration of this policy and may be consulted as needed include but are not limited to:

6.1.1 University Act;

6.1.2 Administration and Professional Staff Association Basic Agreement;

6.1.3 Freedom of Information and Protection of Privacy Act; and

6.1.4 The University's Information Policy Series which includes:

- a. Access to Information and Protection of Privacy (I 10.04);
- b. Collection of Personal Information (I 10.05); and
- c. Confidentiality Policy (I 10.10).

7.0 ACCESS TO INFORMATION AND PROTECTION OF PRIVACY

- 7.1 The information and records made and received to administer this policy are subject to the access to information and protection of privacy provisions of British Columbia's *Freedom of Information and Protection of Privacy Act* and the University's Information Policy series. The personal information will be treated in a confidential manner, in compliance with the Act and with the University's policies.

8.0 RETENTION AND DISPOSAL OF RECORDS

- 8.1 Information and records made and received to administer this policy are evidence of the University's actions to manage employee performance development. Information and records must be retained and disposed of in accordance with a records retention schedule approved by the University Archivist.

9.0 POLICY REVIEW

- 9.1 This policy will be reviewed from time to time as required, and at least once every three years.

10.0 AUTHORITY

- 10.1 This policy is administered under the authority of the Associate Vice-President, Human Resources.

AD 10.16 Performance Development Policy

11.0 INTERPRETATION

- 11.1 Questions of interpretation and application of this policy will be referred to the President, whose decision will be final.

12.0 ASSOCIATED PROCEDURES

- 12.1 The procedures for this policy is:
 - 12.1.1 [Performance Development Program](#)



SIMON FRASER UNIVERSITY

Policies and Procedures

Date **Number**

April 1, 1999 AD 10.17

Revision Date **Revision No.**

1. Subject: Problem Resolution

2. General Policy Statement

2.01 The University recognizes that there may be occasions when an Employee, a group of Employees or the APSA Executive considers the interpretation, application or administration of AD 10 policies to be unjust, inequitable or injurious and grounds for concern. Policy Complaints and Individual Grievances brought under Policy AD 10.17 will be resolved fairly and quickly.

2.02 No Policy Complaint or Individual Grievance will be deemed to be invalid or abandoned due to a minor technical irregularity.

3. Policy Complaint

A Policy Complaint may be initiated by an Employee, a group of Employees, or by the APSA Executive. The APSA Executive may take a Policy Complaint forward with or without the Employee who brought the Policy Complaint to its attention.

4. Policy Complaint Procedures

4.01 Step 1: Informal Meeting

- a. Step 1 is an informal meeting between the Complainant and the supervisor to discuss and attempt to come to a mutual understanding about the nature and intent of the Policy, regulation, practice, working condition or lack thereof.

- b. Step 1 could include any other appropriate resource person who would be able to provide further information about the issue being discussed.
- c. If the Complainant is not satisfied at the conclusion of the meeting, a written document will be prepared by the Complainant and sent to the APSA Executive for its consideration.

4.02 Step 2: APSA Executive Decision

- a. If the APSA Executive, in consultation with the Complainant, determines that it is appropriate for JUAC to address the issue, the Policy Complaint will move to Step 3 of the Policy Complaint Procedures.
- b. If the APSA Executive determines that it is not appropriate for JUAC to address the issue, the Executive may advise the Complainant that an Individual Grievance could be the appropriate procedure to follow. See Section 6.

4.03 Step 3: JUAC Meeting

- a. At the next regular meeting of JUAC, the Policy Complaint will be brought forward and JUAC will attempt to resolve it.
- b. All recommendations by JUAC on Policy Complaints will be in writing and will include reasons. Recommendations will be made to person(s), committee(s) or other bodies as deems appropriate by JUAC.
- c. Implementation of a change to a Policy will follow JUAC procedures as per the Basic Agreement and Policy AD 10.1 Section 5.03 (d).

5. Individual Grievance (See also Individual Grievance Time Line)

5.01 Time limits and other requirements for the performance of this Individual Grievance procedure may be extended and/or amended by mutual consent of the parties.

5.02 APSA and the University will maintain a list of four mutually agreed upon Mediators who, if requested, will assist the Grievor and the Respondent involved in the Individual Grievance to reach resolution. APSA and the University will also maintain a list of four mutually agreed upon Arbitrators who will make a binding decision on matters submitted to them.

The lists of Mediators and Arbitrators will be randomly listed and will be selected in order of listing.

5.03 Any Individual Grievance involving discipline may begin at Step 2 (see Section 6.02).

5.04 At any time during the Individual Grievance, the Grievor may opt out of the process upon written notice to all parties involved.

5.05 APSA may in its discretion by resolution of its Executive, provide such support, financial and otherwise, as it considers appropriate to a member of the Administrative and Professional Staff Association advancing to Step 3 or Step 4 of the Individual Grievance. From time to time, the question of representation/support may be taken to the APSA membership.

5.06 If the Grievor does not have the representative or financial support of APSA and elects to proceed with the Individual Grievance to Step 3 or Step 4, he/she will be responsible for any costs incurred in relation to Step 3 and/or Step 4.

6. Individual Grievance Procedures

6.01 Step 1: Informal Meeting

- a. The Grievor will arrange an informal meeting with the Respondent within 20 working days of the incident or issue giving rise to the Grievance or the date the Grievor ought reasonably to have known of the matter.
- b. The Grievor may be accompanied by an APSA representative or another person of his/her choosing employed by the University.
- c. The Respondent may be accompanied by his/her supervisor or another appropriate University representative.
- d. If the matter is resolved at Step 1, no written documentation is necessary.
- e. Settlements at this step do not establish precedents for or prejudice the settlement of other Individual Grievances.
- f. The Grievor will indicate his/her intent to move to Step 2 by notifying the Respondent within five (5) working days after the Step 1 meeting.

6.02 Step 2: Formal Meeting

- a. A formal meeting will be held within five (5) working days of notification.
- b. The Grievor may be accompanied by an APSA representative or another person of his/her choosing employed by the University.
- c. The Respondent may be accompanied by his/her supervisor or another appropriate University representative.
- d. If the Individual Grievance is not resolved at the Step 2 formal meeting and the Grievor wishes to continue to pursue the matter, he/she will provide written documentation within five (5) working days to the Respondent, the Executive Director, Human Resources and the President of APSA stating,
 - i. the nature of the Individual Grievance and the circumstances from which it arose,
 - ii. the provisions of the AD 10 Policy(ies) that the Grievor alleges have been misinterpreted or violated,
 - iii. the remedy sought.
- e. Prior to responding in writing and within five (5) working days of receipt of the written documentation, the Respondent may suggest an additional meeting take place with the same parties in an attempt to resolve the problem.
- f. The Grievor will have five (5) working days to decide whether to attend a second Step 2 formal meeting or, after consultation with the APSA Executive concerning representation and financial support, to advance to Step 3 or Step 4 by forwarding a letter of intent to the Respondent, the Executive Director, Human Resources and the President of APSA. If the Executive Director, Human Resources is the Respondent, the letter of intent is forwarded to the Executive Director's supervisor.

6.03 Step 3: Mediation (Optional)

- a. The Step 3 Mediation is optional by mutual agreement between the Grievor and the University.
- b. The role of the Mediator will be to determine the facts, to ensure that both the Grievor and the Respondent have an opportunity to explain the issues, and to assist them to reach a mutual agreement. Where agreement

cannot be reached, the Mediator may recommend a non-binding solution.

- c. The fees and expenses of the Mediator will be shared equally between the University and APSA. If the APSA Executive does not agree to financially support the Individual Grievance to Step 3, the Grievor will share the fees and expenses of the Mediator with the University.
- d. Whenever possible, University facilities will be used.
- e. If a resolution cannot be found through non-binding Mediation, the Grievor will have five (5) working days from the date of the last Mediation meeting to present a letter of intent to move to Step 4 Arbitration.

6.04 Step 4: Arbitration

- a. Expedited Arbitration. An Individual Grievance may proceed to Expedited Arbitration only through mutual agreement between the Grievor and the University.
 - i. After hearing the facts of the dispute, the Arbitrator will render a binding decision that is not precedent setting. The Arbitrator will not be empowered to add to, subtract from, alter or amend the AD 10 Policies.
 - ii. Few or no witnesses will be called, nor will legal counsel for the Grievor or Respondent be present. However, either party may be accompanied by a representative who may argue the case on the Grievor's or Respondent's behalf.
 - iii. The fees and expenses of the Arbitrator will be shared equally between the University and APSA. If the APSA Executive does not agree to financially support the Individual Grievance to Step 4, the Grievor will share the fees and expenses of the Arbitrator with the University.
 - iv. Whenever possible, University facilities will be used.
- b. Arbitration
 - i. After hearing the facts of the dispute, the Arbitrator will render a binding decision that is precedent setting. The Arbitrator will not be empowered to add to, subtract from, alter or amend the AD 10 Policies.
 - ii. The Grievor and the Respondent may be represented by legal counsel.

- iii. The fees and expenses of the Arbitrator will be shared equally between the University and APSA. If the APSA Executive does not agree to financially support the Individual Grievance to Step 4, the Grievor will share the fees and expenses of the Arbitrator with the University.
 - iv. Whenever possible, University facilities will be used.
- c. Attendance at Proceedings
- i. An Employee will be permitted time off to attend Arbitration proceedings that he/she is directly involved in whether as a Grievor or as a Respondent.
 - ii. An Employee will be permitted time off without pay to attend Arbitration proceedings that he/she is directly involved in whether as a witness, or APSA representative.



SIMON FRASER UNIVERSITY

Policies and Procedures

| Date | Number |
|---------------|--------------|
| April 1, 1999 | AD 10.18 |
| Revision Date | Revision No. |
| May 29, 2014 | A |

1. Subject: Elimination of Positions and Employment Continuity

2. General Policy Statement

The University accepts that it has a responsibility to a Continuing Employee who suffers loss of employment as a result of a Departmental reorganization or the elimination of his/her position. The University will do all that is reasonably possible to find another Administrative and Professional Staff Position for an Employee who has performed well in his/her position.

3. Eligibility

This Policy applies to both Full-time Employees and Part-time Employees who are employed in Continuing Positions.

4. Entitlement

4.01 A Continuing Employee whose position is eliminated will be given a minimum of one (1) month's written notice of termination of employment.

4.02 If a Continuing Employee whose position is eliminated is not successful in a position competition under the Procedures set out in Sections 5.01 to 5.03 of this Policy, that Continuing Employee's employment will be terminated at the end of the notice period specified in the written notice. The Continuing Employee will be offered relocation counseling and will, subject to Section 5.06 of the Policy, be given severance pay equivalent to one (1) month's salary for each full year of service to a maximum of eighteen (18) months' salary.

5. Procedures

5.01 A Continuing Employee whose position is eliminated will be notified, in writing, by his/her department and will be given the reason(s) why the position is being eliminated. Notice will be given as far in advance as possible; but in no circumstances will it be less than one (1) month.

5.02 A Continuing Employee whose position is eliminated will be informed of the job postings link on the Human Resources website and encouraged to apply for any posting which he/she believes he/she may be qualified. The Continuing Employee should review his/her employment file and résumé with the appropriate HR Advisor in Human Resources to ensure that all appropriate skills, qualifications, and abilities are noted.

5.03 The selection of such a Continuing Employee for another Administrative and Professional Staff Position will be subject to the normal competition process considering past performance, and current qualifications and skills. Once selected, the Continuing Employee will be eligible for up to three months of training in the period from the beginning of the notice period to the date of completion of the first year on the job to assist him/her in meeting the position requirements. Decisions on required training will be made by the department in which the vacancy exists and the cost of training will be funded centrally. An additional three (3) months' training may be provided on the joint request of the Continuing Employee and the supervisor and with the approval of the President or the appropriate Vice-President.

5.04 A Continuing Employee who is the successful applicant to an Administrative and Professional Staff Position in a lower salary grade than he/she currently occupies will not be expected to take a reduction in salary. In such cases the Continuing Employee's salary will be frozen unless or until the position occupied has a Salary Range that is greater than the frozen salary currently received by the Continuing Employee.

5.05 Any movement of a Continuing Employee as a result of a selection process will take effect as soon as the departments involved can make mutually acceptable arrangements.

5.06 A Continuing Employee who refuses a position within one (1) salary grade of his/her current position will have his/her employment terminated at the end of the notice period without severance pay.

5.07 If by the end of the notice period, the Continuing Employee has not been selected to fill a vacancy or has refused a position more than one (1) salary grade below his/her former position then

- a. relocation counseling by an external consultant will be offered to the Continuing Employee (at no expense to him/her), and
- b. termination of employment will occur at the end of the notice period and the Continuing Employee will receive severance pay of one (1) month's salary for each full year of service to a maximum of eighteen (18) months' salary.

5.08 The severance pay will normally be paid out to the person in bi-weekly installments; however, lump sum payments can be arranged if so requested.

5.09 For the twelve (12) month period immediately following the last day of employment, a Continuing Employee whose employment is terminated under Section 5.07 of this Policy

- c. will automatically be considered as an Internal Candidate for any Administrative and Professional Staff Position vacancies for which he/she applies,
- d. may elect to carry group Extended Health benefits and dental coverage provided all employer and employee portions of premiums are prepaid by that person.

5.10 If a person whose employment is terminated under Section 5.07 of this Policy is re-employed in a Continuing Position within the twelve (12) month period immediately following termination

- e. severance pay will cease (i.e. bi-weekly installments will end or lump sum payments will be prorated against the length of the absence and any balance will be due to the University), and
- f. the person's original vacation service date will be restored.

5.11 If a person whose employment is terminated under this Policy is re-employed in the Public Sector, they are required to comply with the Employment Termination Standards under the Public Sector Employers Act.

5.12 If an Administrative and Professional Staff Position has been eliminated and the same position is re-established within one (1) year, the displaced incumbent will be offered the position prior to Posting.



SIMON FRASER UNIVERSITY

Policies and Procedures

Date **Number**

April 1, 1999 AD 10.19

Revision Date **Revision No.**

1. Subject: Discipline and Termination of Employment

2. General Policy Statement

2.01 An Employee may be disciplined only for just cause.

2.02 Except in cases of Gross Misconduct, discipline will be of a progressive nature with the aim of being corrective in application.

2.03 All incidents of Unsatisfactory Performance, Unacceptable Conduct or Gross Misconduct should be brought to the Employee's attention at the earliest possible opportunity.

2.04 Remedial efforts made by the University and the degree of discipline imposed will

- a. be reasonable,
- b. be commensurate with the seriousness of the problem, and,
- c. take into account the Employee's previous work record, and length of service with the University.

2.05 If the behaviour giving rise to the disciplinary measure is related to emotional illness or the use of alcohol or drugs, the Employee will be given the opportunity to voluntarily seek treatment or counseling for the problem unless exceptional circumstances exist. If the Employee participates in an active treatment program, the relevant supervisor may mitigate or suspend the disciplinary measure pending the outcome of the treatment or counselling.

2.06 The disciplinary measures for Unsatisfactory Performance or for Unacceptable Conduct may include some or all of the following:

- a. oral warnings,
- b. written warnings,
- c. informal or formal Trial Periods,
- d. suspension,
- e. demotion,
- f. termination of employment.

2.07 Disciplinary measures (b) through (e) above will be documented and sent to the Employee's file in Human Resources.

2.08 An Employee has the right to appeal disciplinary measures in accordance with Policy AD 10.17 Problem Resolution.

3. Responsibility

3.01 Human Resources and its Executive Director or his/her designate are responsible for

- a. reviewing and advising on all forms of discipline,
- b. consulting with supervisors and department heads at each step of the Progressive Discipline procedure,
- c. receiving all documents to be placed on an Employee's file.

3.02 Supervisors, department heads, Vice-Presidents, and where appropriate, the President are responsible for

- a. establishing standards of performance and expectations in general and, in particular, during Trial Periods,
- b. approving Demotions, Suspensions or recommending terminations of employment.

4. Progressive Discipline Procedures: Unsatisfactory Performance

4.01 The supervisor and the Employee will review the Position Description to ensure complete understanding of the requirements and expectations.

4.02 The areas of deficiency will be clearly described and the expected standard of performance, along with measurement criteria and a deadline date to accomplish the improvement, will be fully explained to the Continuing Employee by the supervisor.

4.03 The Continuing Employee may be put on written notice, with a copy to the Executive Director, Human Resources, that the expected standards are to be accomplished by the deadline date. On the deadline date the supervisor will evaluate the Continuing Employee's performance and assess performance against expectations.

4.04 A Continuing Employee who is unable to satisfy position performance requirements will be given a formal Trial Period before any decision is made to Demote an Employee or terminate his/her employment. The length of the Trial Period will depend on the seriousness of the Unsatisfactory Performance and the Employee's previous work record and length of service. It must be clearly specified in writing that failure to meet the expected standards of performance will result in Demotion or termination of employment.

4.05 When a Continuing Employee has been unable to correct the Unsatisfactory Performance within the Trial Period or by the deadline date, consideration may be given to Demotion before notice of termination of employment is given.

4.06 A Continuing Employee whose employment is terminated for Unsatisfactory Performance will receive four (4) weeks' notice or four (4) weeks' pay in lieu of notice.

- a. The termination of employment date will be the last day on which the Employee actually worked.
- b. Vacation accrued but not used will be paid out on the final pay.

4.07 A Temporary Employee whose employment is terminated for Unsatisfactory Performance and who has worked less than six (6) months will be given one (1) week's notice. A Temporary Employee whose employment is terminated for Unsatisfactory Performance and who has worked more than six (6) months will be given two (2) weeks' notice of termination of employment.

5. Progressive Discipline Procedures: Unacceptable Conduct

5.01 In the case of Unacceptable Conduct, the supervisor will detail to the Continuing Employee the nature of the Unacceptable Conduct, its effect and/or potential effect on the workplace, and the expectation that the Unacceptable Conduct will cease.

5.02 A final written warning would normally be the last step in an Unacceptable Conduct situation before termination of employment.

5.03 A Continuing Employee whose employment is terminated for Unacceptable Conduct will receive four (4) weeks' notice or four (4) weeks' pay in lieu of notice.

- a. The termination of employment date will be the last day on which the Employee actually worked.
- b. Vacation accrued but not used will be paid out on the final pay.

5.04 A Temporary Employee who is involved in any form of Unacceptable Conduct will have his/her employment terminated without notice.

6. Termination of Employment for Gross Misconduct

6.01 Termination of employment for Gross Misconduct is not necessarily preceded by Progressive Discipline measures.

6.02 A Continuing Employee whose employment may be terminated for Gross Misconduct will be advised, in writing, of the grounds for dismissal and will be given an opportunity to respond before any decision is made by the University.

6.03 A termination of employment of a Continuing Employee for Gross Misconduct will be discussed with and have the approval of the President or the appropriate Vice-President.

6.04 An Employee whose employment is terminated for Gross Misconduct will not be entitled to termination notice or severance pay.

6.05 Vacation accrued but not used will be paid out on the final pay.

6.06 A Temporary Employee who is involved in any form of Gross Misconduct will have his/her employment terminated without notice.

7. Termination of Employment for Non-Culpable Circumstances

7.01 Termination of employment for Non-culpable Circumstances is not necessarily preceded by Progressive Discipline measures.

7.02 A Continuing Employee whose employment may be terminated for Non-culpable Circumstances will be advised, in writing, of the reasons and will be given an opportunity to respond before any decision is made by the University.

7.03 A termination of employment for Non-culpable Circumstances will be discussed with and have the approval of the President or the appropriate Vice-President.

7.04 A Continuing Employee whose employment is terminated for Non-culpable Circumstances will not normally receive notice or pay in lieu of notice but will instead receive severance pay.

- a. The termination of employment date will be the last day on which the Employee actually worked.
- b. Vacation accrued but not used will be paid out on the final pay.
- c. Severance pay will be paid on the basis of four (4) weeks for each full year of service at the University to a maximum of fifty-two (52) weeks.



SIMON FRASER UNIVERSITY

Policies and Procedures

Date

Number

April 1, 1999 AD 10.20

Revision Date Revision No.

1. Subject: Resignation

2. General Policy Statement

The University wishes to maintain an orderly system for the administration and control of an Employee's Resignation from the University.

3. Responsibility

3.01 Human Resources is responsible for

- a. assisting department heads, supervisors and the Employee in the administration of the Resignation policy,
- b. preparing and submitting reports to the Vice-President, Finance and Administration regarding the reasons and the numbers of people leaving the University,
- c. contacting the Employee and advising him/her of the options for the disposition of pension funds and the effective dates of termination of insured benefit coverage,
- d. determining the amount of Vacation Entitlement and advising the Payroll Office.

3.02 Supervisors are responsible for:

- a. completing the Separation Notice form and sending it to Human Resources in a timely manner,
- b. ensuring that the Employee returns all items that belong to the University.

3.03 The Employee is responsible for

- a. being aware of the policy and procedures regarding the Resignation process,
- b. submitting written notice of Resignation to his/her supervisor a minimum of four (4) weeks before date of Resignation,
- c. returning all items belonging to the University, such as keys, credit cards, computer or other equipment is his/her possession,
- d. indicating choice as to the disposition of pension funds.



SIMON FRASER UNIVERSITY

Policies and Procedures

| Date | Number |
|---------------|--------------|
| April 1, 1999 | AD 10.21 |
| Revision Date | Revision No. |

1. Subject: Retirement

2. General Policy Statement

2.01 The University wishes to maintain an orderly system for the administration and control of an Employee's retirement from the University.

2.02 The Normal Retirement Date is age sixty-five (65).

3. Responsibility

Human Resources is responsible for:

- contacting the Employee at least six (6) months prior to Normal Retirement Date,
- providing information to the Employee on Early Retirement,
- counseling the Employee on the termination of regular benefits and the availability of benefits for retired Employees.

4. Re-Employment

4.01 In exceptional circumstances and at the discretion of the University, an Employee may have his/her employment extended past the Normal Retirement Date as a Temporary Employee following his/her retirement. The availability of work and the general health and capabilities of the Employee will be considered. The department will consult with Human Resources.

4.02 In general, these exceptional circumstances will be either:

- a. related to his/her former position such as to train a replacement, to provide continuity through a major reorganization, or to finish a specific project, or
- b. not related to his/her former position such as to perform a special project/function which is suited to his/her special skills and expertise.

5. Procedures for Extension of Employment

5.01 A letter of appointment will be drawn up by Human Resources that will govern the terms and conditions of employment. Letters of appointment will generally state the following:

- a. terms of appointment that will be temporary and of a limited and fixed duration,
- b. an outline of the work to be performed,
- c. payment, established in accordance with the work to be performed,
- d. benefits to which the Employee is entitled which will be commensurate with temporary employment.



SIMON FRASER UNIVERSITY

Policies and Procedures

Date

Number

May 29, 2014 AD 10.22

Revision Date Revision No.

1. Subject: Probationary Period

2. General Policy Statement

All new Continuing Employees shall serve a Probationary Period during the first six (6) months of uninterrupted service in her/his appointment to a continuing position. The purpose of the Probationary Period is to give the University time to adequately assess a new employee's performance and suitability to the position and to allow the employee the opportunity to adjust to the new position.

3. Responsibility

Supervisors are responsible for ensuring that Probationary Period performance reviews are conducted.

Employees are responsible to identify to their supervisor at the earliest opportunity any difficulties that they are experiencing.

4. Probationary Period Procedures

4.01 The supervisor of the Continuing Employee shall provide ongoing feedback during the Probationary Period and at least once every two (2) months shall provide the Continuing Employee with a written Probationary Period performance review. A Continuing Employee shall have the opportunity to provide a written response.

4.02 If areas of deficiency, including lack of suitability, are identified in the written Probationary Period performance reviews, the expected standard of performance must be explained to the Continuing Employee and the employee given an opportunity to correct any deficiencies.

4.03 At the completion of the Probationary Period, the Continuing Employee's supervisor shall meet with the Continuing Employee to provide a final written progress update and review.

4.04 A Continuing Employee shall be informed when the Probationary Period has been satisfactorily completed. Upon successful completion of the Probationary Period, the supervisor shall notify Human Resources and this notification will be placed in the employee's file.

4.05 The Probationary Period may be extended at the discretion of the supervisor or upon the request of the employee in cases of Unsatisfactory Performance or where the supervisor has been unable to appropriately evaluate the Continuing Employee. The extension shall not normally exceed three (3) months. The reasons for the extension and the term of the extension shall be provided in writing.

4.06 An Employee who is appointed from a Temporary Position to a Continuing Position or an employee from another employee group who is appointed to a Continuing Position shall serve a Probationary Period; however, in such cases the Probationary Period may be reduced or waived, in writing, at the discretion of the hiring supervisor.

4.07 A Continuing Employee that has not been successful in completing the Probationary Period including for reasons of lack of suitability shall receive notice or pay in lieu of notice as provided by the *Employment Standards Act*.

4.08 A Continuing Employee that is terminated for just cause during the Probationary Period will not be given notice or pay in lieu of notice.

4.09 The provisions of AD10.19 shall not apply for termination of a Continuing Employee on a Probationary Period; however, the University shall act reasonably and in good faith.

IN THE MATTER OF AN ARBITRATION

BETWEEN:

SIMON FRASER UNIVERSITY

("University")

AND:

SIMON FRASER UNIVERSITY
ADMINISTRATIVE AND PROFESSIONAL
STAFF ASSOCIATION

("APSA")

RE:

RENEWAL OF BASIC AGREEMENT

DATE OF HEARING:

January 29, 2015
Vancouver, BC

COLIN TAYLOR, Q.C.
Arbitrator

File: CT3376

I

[1] The Simon Fraser University Administrative and Professional Staff Association (APSA) is an Association formed under the *Society Act* and not a trade union under the *Labour Relations Code*.

[2] Pursuant to Appendix "C" to "The Basic Agreement for Collective Bargaining and Consultation between Simon Fraser University and the Simon Fraser University Administrative and Professional Staff Association" (Basic Agreement), the University and APSA negotiate "compensation matters" as part of the collective bargaining process.

[3] Article 8 of the Basic Agreement is entitled "Negotiations on Compensation Matters". Section 8.1 reads:

Annual general salary increases, pensions and other generally available economic benefits for administrative and professional employees in the Association Group shall be determined in accordance with the procedures outlined in this Article. The provisions of this Agreement reflect the mutual commitment of the parties to:

(a) Maintain a harmonious working relationship and to achieve a mutually acceptable negotiated settlement of total compensation, including annual salaries, pensions and economic benefits; and

[4] As part of the collective bargaining process, APSA gave notice to commence bargaining by letter dated September 24, 2014. The parties met on several occasions in November 2014 and conducted a final bargaining session on December 1, 2014 at which time an impasse was declared.

[5] Following my appointment as mediator/arbitrator, I reviewed and evaluated the positions of the parties and undertook exploratory talks. Following a meeting with the full bargaining committees on January 29, 2015 and consideration of the comprehensive submissions, I award as follows with respect to the outstanding issues:

1. Term of Agreement: July 1, 2014 to June 30, 2019.

2. General Wage increases of 5.5% over five years as follows:

| | |
|---------------|------|
| July 1, 2015 | 1.0% |
| July 1, 2016 | 0.5% |
| July 1, 2017 | 1.5% |
| July 1, 2018 | 1.5% |
| June 30, 2019 | 1.0% |

3. Economic Stability payment as provided in the Letter of Agreement entitled "Economic Stability Payment" (attached hereto and marked Appendix "A") on the dates as follows:

July 1, 2016
July 1, 2017
July 1, 2018
June 30, 2019

4. The carryforward of Unused Professional Development funds, as provided in AD 10.11 5.02 will be amended to provide that effective January 1, 2016, unused Professional Development funds in a calendar year may be carried forward to the next calendar year to a maximum of \$3,500.
5. The University shall amend the current Vision Care coverage to allow the cost of eye examinations up to a maximum of \$100 in a 24 month period within the current \$500 vision care coverage.
6. The University and APSA recognize that a fair and equitable system of total compensation is important for the successful recruitment and retention of professional and managerial staff. The parties also recognize that while salary makes up an important component of total compensation, the various other benefits and entitlements which are provided to APSA employees form an integrated system of total compensation.

The University and APSA will establish a Joint Compensation Review Committee (JCRC) consisting of three representatives each from the University and APSA, to consider and make recommendation(s) towards the development and implementation of a total compensation package.

7. In the event that the Joint Compensation Review Committee cannot agree on any issue and has arrived at an impasse or where the Committee has failed to meet any deadlines, the dispute shall be referred to Colin Taylor (mediator /arbitrator).

Colin Taylor shall hold meetings with the parties within 7 days of being appointed. If he is not available within 7 days or such longer period agreed by the Committee, another mediator/arbitrator shall be appointed within 7 days.

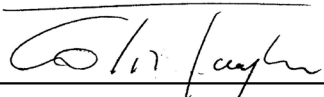
Where the mediator/arbitrator cannot resolve the issue or issues within 3 days of meetings, the mediator/arbitrator shall make a final and binding decision.

8. The University shall allocate funds for the implementation of the recommendations of the Joint Compensation Review Committee as follows:

| | |
|--------------|-----------|
| July 1, 2016 | \$220,000 |
| July 1, 2017 | \$115,000 |

9. Effective July 1, 2018, the University will allocate one-time funding of \$150,000 to the Joint Compensation Review Committee for the mutually agreed work of the committee.

DATED at Vancouver, British Columbia, this 16th day of February 2015.


 Colin Taylor, Q.C.

Administrative & Professional Staff Association (APSA) Annual Salary Scale
Effective June 30, 2019
1.00% General Wage Increase and 0.75% Economic Stability Dividend

| Grade | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 | Step 7 | Step 8 |
|-------|---------|---------|---------|---------|---------|---------|---------|---------|
| 1 | 36,998 | 38,476 | 40,016 | 40,816 | 41,633 | 42,464 | 43,313 | 44,181 |
| 2 | 39,736 | 41,327 | 42,981 | 43,842 | 44,716 | 45,612 | 46,524 | 47,455 |
| 3 | 42,618 | 44,319 | 46,095 | 47,019 | 47,956 | 48,916 | 49,895 | 50,893 |
| 4 | 45,813 | 47,647 | 49,551 | 50,538 | 51,552 | 52,586 | 53,636 | 54,706 |
| 5 | 49,230 | 51,198 | 53,248 | 54,311 | 55,400 | 56,506 | 57,635 | 58,789 |
| 6 | 52,872 | 54,988 | 57,188 | 58,332 | 59,494 | 60,686 | 61,901 | 63,139 |
| 7 | 56,922 | 59,199 | 61,567 | 62,798 | 64,054 | 65,337 | 66,642 | 67,976 |
| 8 | 61,225 | 63,674 | 66,219 | 67,543 | 68,897 | 70,274 | 71,680 | 73,114 |
| 9 | 65,871 | 68,505 | 71,245 | 72,670 | 74,124 | 75,605 | 77,117 | 78,658 |
| 10 | 70,943 | 73,780 | 76,731 | 78,263 | 79,831 | 81,426 | 83,056 | 84,719 |
| 11 | 76,473 | 79,534 | 82,715 | 84,369 | 86,056 | 87,779 | 89,534 | 91,324 |
| 12 | 82,458 | 85,753 | 89,183 | 90,968 | 92,789 | 94,643 | 96,535 | 98,466 |
| 13 | 88,926 | 92,484 | 96,182 | 98,109 | 100,069 | 102,071 | 104,113 | 106,191 |
| 14 | 95,904 | 99,737 | 103,728 | 105,806 | 107,920 | 110,078 | 112,282 | 114,526 |
| 15 | 103,412 | 107,549 | 111,851 | 114,089 | 116,371 | 118,695 | 121,072 | 123,491 |
| 16 | 111,556 | 116,020 | 120,659 | 123,072 | 125,534 | 128,045 | 130,605 | 133,217 |
| 17 | 120,344 | 125,156 | 130,163 | 132,766 | 135,421 | 138,128 | 140,893 | 143,713 |

Administrative & Professional Staff Association (APSA) Bi-Weekly Salary Scale
Effective June 30, 2019
1.00% General Wage Increase and 0.75% Economic Stability Dividend

| Grade | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 | Step 7 | Step 8 |
|-------|----------|----------|----------|----------|----------|----------|----------|----------|
| 1 | 1,418.13 | 1,474.78 | 1,533.81 | 1,564.47 | 1,595.79 | 1,627.64 | 1,660.18 | 1,693.45 |
| 2 | 1,523.08 | 1,584.06 | 1,647.46 | 1,680.46 | 1,713.96 | 1,748.30 | 1,783.26 | 1,818.94 |
| 3 | 1,633.54 | 1,698.74 | 1,766.82 | 1,802.23 | 1,838.15 | 1,874.94 | 1,912.47 | 1,950.72 |
| 4 | 1,756.01 | 1,826.30 | 1,899.28 | 1,937.12 | 1,975.98 | 2,015.62 | 2,055.86 | 2,096.87 |
| 5 | 1,886.98 | 1,962.41 | 2,040.99 | 2,081.73 | 2,123.48 | 2,165.87 | 2,209.14 | 2,253.38 |
| 6 | 2,026.58 | 2,107.68 | 2,192.01 | 2,235.86 | 2,280.40 | 2,326.09 | 2,372.66 | 2,420.11 |
| 7 | 2,181.81 | 2,269.09 | 2,359.86 | 2,407.04 | 2,455.18 | 2,504.36 | 2,554.38 | 2,605.51 |
| 8 | 2,346.75 | 2,440.62 | 2,538.17 | 2,588.92 | 2,640.81 | 2,693.59 | 2,747.49 | 2,802.45 |
| 9 | 2,524.83 | 2,625.79 | 2,730.81 | 2,785.43 | 2,841.16 | 2,897.93 | 2,955.89 | 3,014.95 |
| 10 | 2,719.24 | 2,827.98 | 2,941.09 | 2,999.81 | 3,059.91 | 3,121.05 | 3,183.53 | 3,247.27 |
| 11 | 2,931.20 | 3,048.53 | 3,170.46 | 3,233.85 | 3,298.52 | 3,364.56 | 3,431.83 | 3,500.44 |
| 12 | 3,160.61 | 3,286.90 | 3,418.37 | 3,486.79 | 3,556.59 | 3,627.66 | 3,700.18 | 3,774.19 |
| 13 | 3,408.52 | 3,544.90 | 3,686.65 | 3,760.51 | 3,835.63 | 3,912.37 | 3,990.64 | 4,070.29 |
| 14 | 3,675.99 | 3,822.91 | 3,975.88 | 4,055.53 | 4,136.56 | 4,219.28 | 4,303.76 | 4,389.77 |
| 15 | 3,963.77 | 4,122.34 | 4,287.24 | 4,373.02 | 4,460.49 | 4,549.57 | 4,640.68 | 4,733.40 |
| 16 | 4,275.93 | 4,447.03 | 4,624.85 | 4,717.34 | 4,811.70 | 4,907.95 | 5,006.08 | 5,106.19 |
| 17 | 4,612.77 | 4,797.22 | 4,989.13 | 5,088.91 | 5,190.67 | 5,294.43 | 5,400.41 | 5,508.50 |

THE BASIC AGREEMENT FOR COLLECTIVE BARGAINING AND
CONSULTATION

BETWEEN

SIMON FRASER UNIVERSITY

AND

THE SIMON FRASER UNIVERSITY
ADMINISTRATIVE AND PROFESSIONAL STAFF ASSOCIATION

Amended May 14, 1993 as per Appendix C of the 1992/93 Memorandum Of Agreement

THE BASIC AGREEMENT FOR COLLECTIVE BARGAINING AND
CONSULTATION

BETWEEN

SIMON FRASER UNIVERSITY

AND

THE SIMON FRASER UNIVERSITY ADMINISTRATIVE AND PROFESSIONAL
STAFF ASSOCIATION

1. DEFINITIONS

For the purposes of the Basic Agreement:

"Agreement" means the Basic Agreement;

"A.P.S.A." means the Simon Fraser University Administrative and Professional Staff Association;

"Association Group" means all administrative and professional staff employed by the University except those excluded by Article 3.

"Association Group Member" means those persons in positions, which, by agreement between the Association and Simon Fraser University are represented by the Association with respect to all matters relating to conditions of employment including salaries and benefits;

"J.U.A.C." means Joint University Association Committee;

"Parties" means Simon Fraser University and the Simon Fraser University Administrative and Professional Staff Association; and

"University" means Simon Fraser University Board of Governors and its authorized officers.

Wherever the singular or masculine is used throughout this Agreement, it shall be deemed to include the plural or feminine or body politic or corporate wherever the context and the parties so require.

2. RECOGNITION OF THE SIMON FRASER UNIVERSITY ADMINISTRATIVE AND PROFESSIONAL STAFF ASSOCIATION

2.1 Purpose

The purpose of the Basic Agreement is to establish, for the administrative and professional staff employed by Simon Fraser University, formal procedures for the determination of compensation matters and administrative/professional personnel policies.

2.2 Intent

Both parties recognize that this relationship is intended to improve and maintain the efficiency and effectiveness of the University. In recognition of the need for the effective operation of the University, both parties to the Basic Agreement shall cooperate within the spirit and scope of the said Agreement to promote harmonious relations and settled conditions of employment.

2.3 A.P.S.A. as a Society

The University hereby recognizes the Simon Fraser University Administrative and Professional Staff Association as a Society incorporated under the Society Act of British Columbia.

2.4 Sole Representative

The University hereby enters into agreement with and recognizes the Association as the sole representative for all members of the Association Group.

2.5 No Other Agreement

The University shall not, after the date of accepting the Basic Agreement, enter into agreement with any individual member or group of members of the Association Group which supersedes, amends, or contravenes the terms of the Basic Agreement.

2.6 Recognition Cease

Recognition of the Association and maintenance of this Basic Agreement shall cease if the Association obtains certification under the provisions of the Labour Code of British Columbia.

3. ASSOCIATION GROUP

3.1 Definition

The Association Group shall consist of all administrative/professional employees except those employees represented by other employee groups formally recognized by the University, those employees who have contracts of employment with the University, and those employees who hold the positions listed in Appendix A and who shall be available to represent the University in consultations and negotiations with A.P.S.A.

3.2 Excluded Positions

The University may add to or delete from the excluded positions listed in Appendix A, after consultation with A.P.S.A., but in no case will the number of positions listed in Appendix A exceed 10% of the total number of employees in the Association Group.

3.3 Association Membership and Payment of Dues or Equivalent

All employees who are now, or hereafter become members of the Association Group have the option of becoming members of the Association. Membership in the Association is not a condition of employment.

No member of the Association Group as of December 9, 1982, shall be required to pay dues or the equivalent as a condition of employment. However, it shall be a condition of employment that each member of the Association Group appointed subsequently shall pay dues or the equivalent sum to the Association. An exception shall be made to this latter provision for a person who affirms a conscientious objection to representation by the Association in which case that employee shall pay to a charitable recipient mutually agreed upon by the University, the Association and the employee involved, an amount equivalent to membership dues.

The University shall honour an Association Group member's written assignment of salary to this effect:

"To Simon Fraser University: Until this assignment is revoked by me in writing, I hereby authorize you to deduct from my salary a sum equal to the membership dues in the Administrative and Professional Staff Association, and pay that sum to the Association or to a charitable recipient as provided."

3.4 Income Tax Slips

The University shall include on the T4 Income Tax slips the amount of dues paid by each member of the Association Group in the previous calendar year.

3.5 Association Group List

The University will provide the Association with a list when requested, showing positions in the Association Group. These lists shall indicate the name of the incumbent, the incumbent's position title and the department in which the incumbent is employed.

3.6 List of Association Members

The Association will provide the University with a list of Association members, when requested

4. NO DISCRIMINATION

The University and the Association agree that decisions concerning the terms and conditions of employment of a bargaining unit member shall be made on the basis of performance and/or performance-related criteria. The University shall not discriminate against any member of the Association because of race, colour, sex, sexual orientation, national origin, creed, marital status and/or family relationship (except to avoid supervision of one family member by another), political or religious affiliation or belief, age (except where mandatory retirement is permitted by law) or membership or non-membership in, or activities on behalf of, the Association or other factors unrelated to the performance of duties

5. LIMITATION OF THE AGREEMENT

5.1 Governance

The parties believe that University policies and this Agreement are essentially compatible. However, should conflicts arise between University policies and the express provisions of the Agreement, the latter shall prevail. Nevertheless, nothing in this Agreement shall be taken to limit the powers of Senate, the Board of Governors, the President or other administrative officers as those powers are established in statute, except to the extent required to implement the impasse resolution provision.

6. CORRESPONDENCE

All correspondence passing between the University and the Association out of the Basic Agreement, or incidental thereto, shall be addressed to the Director of Human Resources and the President of the Association, except for matters for which the Director of Human Resources or the President of the Association have made written delegation.

7. ASSOCIATION RELATIONS

The University in recognizing A.P.S.A. will provide A.P.S.A. with office space and other generally available services at cost.

8. NEGOTIATION ON COMPENSATION MATTERS

8.1 Items for Negotiation

Annual general salary increases, pensions and other generally available economic benefits for administrative and professional employees in the Association Group shall be determined in accordance with the procedures outlined in this Article. The provisions of this Agreement reflect the mutual commitment of the parties to:

- (a) maintain a harmonious working relationship and to achieve a mutually acceptable negotiated settlement of total compensation, including annual salaries, pensions and economic benefits; and
- (b) seek a negotiated settlement consistent with the need to maintain the quality of the administrative and professional staff, the need to provide fair compensation for members of the bargaining unit, and the need to maintain and to develop the quality of education.

8.2 Negotiators

Not later than October 15 of the salary year (July 1 - June 30) in which an agreement on salaries and economic benefits for the bargaining unit is to expire, each of the parties shall select not less than three (3) and not more than five (5) negotiators to bargain a new agreement on salaries and economic benefits and shall forward to the other party the names of its negotiators. Negotiators for each party may utilize the services of such consultants and resource persons as they see fit. Negotiators shall not suffer loss of salary while in attendance at negotiation sessions.

8.3 Mediators/Arbitrators

Between October 15 and October 31 the parties shall endeavour to agree on a list of three people who may be asked to act as a mediator and a list of three people who may be asked to act as an arbitrator in the event of an impasse in negotiations. If no agreement is reached by October 31, the Associate Chair, (Mediation Division) Labour Relations Board of British Columbia shall be asked to name three people to act as mediator and three people to act as arbitrator. Only if all the mediators on these lists are unavailable, shall the parties mutually agree to appoint another individual as mediator. Only if all of the arbitrators on these lists are unavailable, shall the parties mutually agree to appoint another individual as arbitrator.

8.4 Exchange of Agendas

If either party wishes to negotiate major items such as discontinuation or major revision of a salary scale or substantial restructuring of one or more economic benefits it will provide the other party with details by October 1 so that the implications can be more fully studied before negotiations commence.

Within twenty-one working days of the receipt of the provincial government allocation letter, the Association and the University shall deliver to each other notice of their positions on the items on which agreement is sought. Additional items may be introduced subsequently by mutual agreement. The provisions of existing salary scales, pension plans, leave provisions and other economic benefits which have not been specifically referred to in the notice from either party or introduced subsequently by mutual agreement shall remain in force for the ensuing salary year commencing July 1 or for the term of the negotiated agreement on salaries and economic benefits should that be longer than one year.

8.5 Period of Negotiation

During the thirty calendar days following the exchange of items on which agreement is sought, the parties shall bargain in good faith and make every reasonable effort to reach an agreement. Negotiations on salaries and economic benefits may not commence until agreement on the previous year's salaries and economic benefits has been concluded.

8.6 Ratification and Approval

When an agreement has been reached the agreement shall be referred to the Association Group for ratification and to the Board of Governors for approval. The approval procedures for both parties shall be concluded within thirty (30)

days of the day of completion of negotiations. In the event that the Association Group fails to ratify the agreement or the Board fails to approve it, the negotiations may, by agreement of the parties, be resumed for a further two-week period.

8.7 Impasse Resolution

The parties desire to reach a negotiated settlement and will make every effort to do so.

- (a) During the period of negotiation, should the parties determine that they cannot reach agreement without assistance, they may agree to call on a mediator from the list mentioned in 8.3. In the event that the parties cannot agree on a specific mediator, the mediator shall be selected by lot.
- (b) In the event that the negotiators do not reach a settlement on all of the items for negotiation during thirty calendar days, or if the negotiators fail to reach a revised settlement after reconvening under 8.6, the following procedure shall apply:
 - i) within seven calendar days the parties shall meet and each shall deliver to the other a written statement of its Position of Record with respect to all unresolved items in negotiations. The statement shall also list any of the items for negotiation which the negotiators had resolved prior to the cessation of negotiations and these items shall form part of the Position of Record of each party. Thereafter, neither party may alter its Position of Record except by mutual agreement;
 - ii) the negotiators shall move immediately to appoint an arbitrator by mutual agreement from the list of arbitrators or mediators mentioned in 8.3 and in the event that the parties cannot agree on a specific arbitrator, the arbitrator shall be selected by lot from the list of arbitrators mentioned in 8.3;
 - iii) within seven calendar days of the date on which an arbitrator has been determined, each party shall deliver to the arbitrator the written statement of its Position of Record referred to in 8.7 (b) i);
 - iv) within twenty-one calendar days of the submission of the Positions of Record to the arbitrator, he/she shall hold one or more hearings with the negotiators, giving each party opportunity to make presentations using a format determined by the arbitrator in consultation with the parties;

- v) within twenty-eight calendar days of the submission of the Positions of Record to the arbitrator, he/she shall select either the position of APSA or the University;
 - vi) the award of the arbitrator shall be binding on the Board of Governors and the Association;
 - vii) the arbitrator is not required to state reasons for the award.
- (c) Each party shall pay one half of the fees and expenses of any mediator or arbitrator called upon to act under this agreement.
 - (d) In the event that any of the dates and timelines specified above cannot be met due to circumstances beyond the control of the parties, the dates and timelines may be adjusted by mutual consent.

9. NEGOTIATION ON OTHER MATTERS

9.1 Joint University/Association Committee

A Joint University/Association Committee (J.U.A.C.) composed of persons authorized to represent the University and persons authorized to represent the Association shall meet at the request of either party to discuss and attempt to resolve such matters of mutual concern as may arise. These matters will include any changes to the policies listed in 8.2 and 8.3 below.

9.2 No Unilateral Change on Existing Administrative and Professional Policies

The University agrees that, during the term of this Agreement, it will not change the benefits contained in existing policies (Section AD 9) except by mutual consent of the parties. The University reserves the right to change the language and/or the administrative procedures relative to those policies so long as the monetary and non-monetary benefits conferred remain unaltered.

9.3 Consultation on New Policy Development

Development of new personnel policies affecting members of the Association Group and the development of other University policies on matters materially affecting members of the Association Group which do not fall under 8.2 above, shall be subject to consultation between the parties. If agreement is not reached, it shall remain the right of the University to determine policy.

10. GRIEVANCES

10.1 Definition

A grievance is a dispute concerning the interpretation, application, or alleged violation of this Agreement.

10.2 Scope

- (a) Grievances under this Agreement may be presented only by the Association or the University, subject to (b), and only where:
 - i) provisions of this Agreement directly affecting the Association or the University are at issue; or
 - ii) the issue directly affects the rights of the Association Group or the University.
- (b) The grievance procedure described herein shall not be used to resolve any dispute between individual Association Group members and the University, whether raised by the members of the Association or by the Association on their behalf. Such matters will be resolved pursuant to the procedure contained in Administration Policy AD 9-17 (Problem Solving). Where any dispute or issue may be dealt with in accordance with that Policy (AD 9-17) the dispute or issue must be resolved pursuant thereto and the grievance procedure described herein shall not apply.

10.3 Grievance Processing

- (a) A grievance must be submitted in writing within twenty (20) working days after grounds for a grievance are known or ought reasonably to have been known by the Association. The grievance shall be submitted to the Director of Human Resources.
- (b) If not resolved within five (5) working days, the grievance shall be submitted, in writing, to the President with a copy to the Director of Human Resources. The President shall respond to the Association, in writing, within fifteen (15) working days.
- (c) Grievances may be presented by the University, in writing, to the Association. The Association shall respond to the University, in writing, within fifteen (15) working days.

10.4 Grievance Arbitration

- (a) Failing a satisfactory resolution of the grievance in the grievance procedure, either party may, within fifteen (15) working days of receipt of the other party's written decision submit the grievance to binding arbitration. The notice to proceed must contain a description of the grievance, the remedy sought, and the name of the party's nominee for arbitration. The other party shall within five (5) working days of the receipt of such notice similarly provide a summary of its position in the grievance and the name of its nominee.
- (b) The arbitrator shall be selected by agreement of the nominees. If the nominees are unable to jointly select an arbitrator, selection shall be made by the Chief Justice of the Supreme Court of B.C. The arbitrator shall be governed by the Arbitration Act of B.C.
- (c) The arbitrator shall not be empowered to add to, subtract from, alter or amend the Agreement in any way.
- (d) The arbitrator may hear a grievance with a minor technical deficiency (technical deficiency does not include whether or not an issue is arbitrable) if in his/her opinion the objection has been made solely to avoid dealing with a substantive issue. Technical deficiencies which relate to time may be waived by the arbitrator if such deficiencies occur as a result of actions or omissions arising in good faith and no prejudice has been suffered by the other side.
- (e) The parties shall be responsible for their respective fees and expenses in the arbitration process and shall share equally the fees and expenses of the arbitrator.

11. STATEMENT OF INTERPRETATION AND AMENDMENTS

11.1 Statement of Interpretation

During the life of this Agreement, statements signed jointly by the President of the University or by his/her designate and the President of the Association or by his/her designate may be issued for the purpose of clarifying or implementing the terms of this Agreement. Such statements shall have the same force as the Agreement.

Such statements may not amend, add to, or subtract from the terms of the original Agreement.

11.2 Amendments to the Agreement

Amendments to this Agreement may be made at any time by agreement of the parties. They shall be subject to the same ratification procedure as the Agreement.

12. RATIFICATION AND ENTRY INTO FORCE OF BASIC AGREEMENT

Upon ratification by the Association Group and approval by the Board of Governors the Agreement shall be signed by the President of the University and by the President of the Association and shall thereupon enter into force.

13. DURATION OF AGREEMENT

This Agreement shall commence on the date of signing and shall extend to December 31, 1992. It shall be automatically renewed annually unless six months in advance of the expiry date either party has given the other written notice of its intention to renegotiate.

Should the parties determine that they cannot reach agreement without assistance, at the written request of either party, the parties together shall select a mediation officer. The mediator shall be selected by the parties within ten (10) working days of the date of the notice initiating the mediation. Should the parties fail to agree on a mediator, the Associate Chair (Mediation Division) Labour Relations Board of British Columbia shall be asked to name one. At such time as the mediation officer is named:

- (a) all unresolved items save those deleted by mutual agreement shall be submitted to the mediation officer;
- (b) the mediation officer shall:
 - (i) where further direct negotiation would be meaningful, direct the parties to resume negotiation, without third-party assistance, for such period of time as the officer deems appropriate;
 - (ii) where third-part assistance is necessary to resolve a bargaining impasse, attempt to mediate a resolution; and
 - (iii) only after (i) and (ii) above have been exhausted without resolution, make recommendations for settlement which recommendations shall not be binding upon the parties and shall be submitted to the Association Group for ratification and the Board of Governors for approval.

- (c) each party shall pay one-half (1/2) of the fees and expenses of any mediation officer called upon to act under this Agreement.

By the signatures given below the parties agree to enter into force the foregoing.

Dated this day of , 1991

APPENDIX A

Excluded Positions - As of April 2019

Board Assistant
Chief Commercial Svcs Officer
Chief Fclty Ofcr & Univsty Arhtct
Chief Information Officer
Chief Safety Officer
Compensation Analyst
Coordinator Faculty Negotiations
Director Acdmc Plnng Qlty Assurance
Director Administration
Director Advrsy Svcs & HR Systems
Director Budget
Director Compensation
Director Equity Dvrsty & Inclsn
Director Faculty Relations
Director Financial Operations
Director Financial Services
Director Government Relations
Director Human Rights Office
Director Institutional Rsch & Plang
Director Internal Audit
Director Labour Relations
Director Maintenance Operations
Director Pensions & Benefits
Director People Development
Director Stat Planning Projects
Director Treasury
Director Wellness & Recovery
Executive Dir Ancillary Svcs
Executive Dir Business Acceleration
Executive Dir Commncts & Marketing
Executive Dir Faculty Relations
Executive Dir Rgstr & Stdnt Enrlmnt
Executive Dir Rsrch Operations
Executive Dir SFU International
Executive Dir SFU Surrey
Executive Dir SFU Vancouver
Executive Dir Student Affairs
Executive Dir University Campaigns
Executive Dir University Dvlpmnt
Functional Analyst
HR Advisor
HR Benefits & Pension Specialist
HR Coordinator
HR Coordinator, Temp Pool
HR Coordinator-Wellness & Recovery
HR Labour Relations Advisor
HR Specialist Dvrsty Incl & Edu
HR Strat Bus Partner
Information Tech Profession II
Internal Auditor

Certificate of Incorporation #S-15980
October 30, 1980

**CONSTITUTION AND BY-LAWS
OF THE
SIMON FRASER UNIVERSITY
ADMINISTRATIVE AND PROFESSIONAL STAFF
ASSOCIATION**

By-Laws rescinded and replaced October 2015
Constitution amended October 2010 (Article 2)

CONSTITUTION

1. NAME

The name of the Society is Simon Fraser Administrative and Professional Staff Association.

2. PURPOSES

The purposes of the Association are to promote and advance the interests of the administrative and professional employees of Simon Fraser University, by:

- a. representing them in negotiations with regard to the terms and conditions of their employment, and supporting them with regard to grievances, arbitrations, and mediations,
- b. advising them on matters of concern,
- c. promoting professionalism, excellence, and collegiality,
- d. encouraging their professional and career development,
- e. representing them to the public, governments, news media, and other educational institutions, and
- f. doing all such things as may be necessary or conducive to the attainment of these purposes.

BYLAWS

1. INTERPRETATION

1.1. In the constitution and these bylaws:

- a) "Act" means the Society Act, R.S.B.C. 1996, c. 433, as amended,
- b) "Administrative or Professional Employee" means a person who is employed by the University as such under the University's Policy AD-10 Policies and the Basic Agreement, and any successor documents to them,
- c) "AGM" means annual general meeting,
- d) "Area" or "Areas" means each campus of Simon Fraser University, specifically Vancouver, Burnaby and Surrey;
- e) "Association" means Simon Fraser University Administrative and Professional Staff Association,
- f) "Basic Agreement" means the Basic Agreement for Collective Bargaining and Consultation between the Association and the University of 1991, as amended, and any successor document to it,
- g) "Board" or "Board of Directors" means the directors of the Association for the time being, acting as a body,
- h) "Board Resolution" means:
 - i. a resolution passed at a duly constituted meeting of the Board by a simple majority of the votes cast by those Directors who are present at such meeting, either in person or by teleconference or other communication medium; or
 - ii. a resolution that has been submitted to all Directors and consented to in writing by 75% of the Directors who would have been entitled to vote on the resolution at a meeting of the Board,
- i) "Director" means a director of the Association,
- j) "Member" means a member of the Association,
- k) "Ordinary Resolution" means

- i. a resolution passed at a general meeting of the Members by a simple majority of the votes cast in person, or
 - ii. a resolution that has been submitted to the Members and consented to in writing by 75% of the Members who would have been entitled to vote on the resolution in person at a general meeting of the Association, and a resolution so consented to is deemed to be an Ordinary Resolution passed at a general meeting of the Association,
- l) "Registered Address" means a Member's address as recorded in the Register of Members, and includes the Member's home address, telephone numbers, and e-mail address,
- m) "Special Resolution" means
 - i. a resolution passed at a general meeting by a majority of not less than 75% of the votes of those Members who, being entitled to do so, vote in person,
 - 1. of which the notice that the bylaws provide, and not being less than 14 days' notice, specifying the intention to proposed the resolution as a Special Resolution has been given, or
 - 2. if every Member entitled to attend and vote at the meeting agrees, at a meeting of which less than 14 days' notice has been given, or
 - ii. a resolution that has been submitted to the Members and consented to in writing by every Member who would have been entitled to vote on the resolution in person at a general meeting of the Association, and a resolution so consented to is deemed to be a Special Resolution passed at a general meeting of the Association.
- n) "University" means Simon Fraser University,

- o) "written" means any mode of representing or reproducing words in written form, including printing, lithography, typewriting, photography, e-mail, and fax,
 - p) "constitution" and "bylaws", have the meaning given to them in the Act,
 - q) the singular includes the plural and vice versa, and
 - r) persons include individuals, corporations, associations, and other organizations, whether incorporated or not.
- 1.2 The definitions in the Act on the date these bylaws become effective apply to these bylaws.
- 1.3 Each Member is entitled to and the Association must on request give the Member a copy of the constitution and bylaws, without charge.
- 1.4 The constitution and bylaws can only be amended by special resolution.

PART 2 – MEMBERSHIP

- 2.1 The Members of the Association are the applicants for incorporation and those persons who subsequently become Members in accordance with these bylaws and who, in either case, have not ceased to be Members.
- 2.2
 - 1) A Member is a person who is an Administrative or Professional Employee, and who is represented by the Association with respect to matters relating to terms and conditions of employment, including salary and benefits.
 - 2) A Member in good standing has the right to notice of, to attend, to speak at, and to vote at a general meeting, and to be a Director.
 - 3) Subject to the constitution and bylaws and the Basic Agreement, the Board must determine the rights and responsibilities of Members, and what services are provided to Members.
- 2.3 An application for membership and for renewal of membership must:

- a. be written and in a form approved by the Board,
 - b. include the full name, home address, e-mail address, and telephone number of the applicant,
 - c. consent to the information set out in this bylaw being given by the University to the Association, and
 - d. consent to the payment of the membership dues of the Association; and
 - e. provide such other information as the Board may reasonably require.
- 2.4 1) A person may apply for membership, and becomes a Member on complying with the bylaws 2.2 and 2.3.
- 2) The Board must accept an application to be Member from a person who is an Administrative or Professional Employee.
- 3) The amount of membership dues must be determined by Ordinary Resolution at a general meeting.
- 4) Membership dues may be:
- a. in the case of a new Member, pro-rated,
 - b. paid in periodic installments, and
 - c. paid to the Association by the University on behalf of a Member.
- 2.5 1) Membership is not transferable.
- 2) A Member continues to be a Member for so long as that person continues to be an Administrative or Professional Employee, and such membership need not be renewed annually.
- 3) A Member must promptly and in writing notify the Association of any change in the Member's name, address or e-mail address.
- 2.6 Every Member and Director must comply with:
- a. the Act,
 - b. the constitution and bylaws,

- c. all policies and regulations created by the Board, and
- d. any rules of order governing the conduct of General Meetings and of meetings of the Board.

2.7 A person ceases to be a Member on:

- a. resigning in writing,
- b. on ceasing to be an Administrative or Professional Employee,
- c. death,
- d. being expelled under bylaw 2.9, or
- e. having been a member not in good standing for thirty days.

2.8 A Member becomes a Member not in good standing on not paying a debt due and owing to the Association.

2.9 1) A Member may be expelled by special resolution.

- 2) The Member who is the subject of a proposed resolution for expulsion must be given an opportunity to speak to the resolution before it is voted on.
- 3) The Member who is the subject of a proposed resolution for expulsion must be given an opportunity to speak to the resolution before it is voted on.

2.10 1) A Member may be suspended by resolution of the Board, provided that:

- a. at least 2/3 of the Directors then in office are in favour of the resolution,
- b. the suspension is for a substantive failure to comply with the constitution or bylaws, or for conduct prejudicial to the Association, notice of which in either case has been given to the Member,
- c. notice of the resolution is accompanied by a brief statement of the reason or reasons for the proposed suspension, and

- d. the Member is given reasonable notice of the resolution, and an opportunity to be heard at the meeting before the resolution is voted on.
- 2) A suspension under this bylaw ends not later than the adjournment of the next following General Meeting, and cannot be renewed.

PART 3 - MEETINGS OF MEMBERS

- 3.1
 - 1) General meetings must be held at the time and place, in accordance with the Act and these bylaws, that the Board decides.
 - 2) An AGM must be held once in every calendar year, and not more than 15 months after the last preceding AGM.
 - 3) Every general meeting, other than an AGM, is a special general meeting.
- 3.2
 - 1) The Board may, when it thinks fit, convene a special general meeting.
 - 2) The Board, on the requisition of 10% or more of the Members, must convene a special general meeting without delay.
 - 3) The requisition may consist of several documents in similar form each signed by one or more requisitionists and must:
 - a. state the purpose of the special general meeting,
 - b. be signed by the requisitionists, and
 - c. be delivered or sent by registered mail to the address of the Association.
 - 4) If, within 21 days after the date of the delivery of the requisition, the Board does not convene a special general meeting, the requisitionists, or a majority of them, may themselves convene a special general meeting to be held within four months after the date of delivery of the requisition.
 - 5) A special general meeting convened by the requisitionists must be convened in the same manner, as nearly as possible, as general meetings are convened by the Board.

PART 4 - NOTICE TO MEMBERS

4.1 1) Notice of a general meeting must:

- a. specify the place, day and hour of meeting, and, in case of special business, the general nature of that business,
- b. include any special resolution to be proposed at the meeting, and
- c. be given to all Members not less than 14 days before the meeting.

2) The accidental omission to give notice of a general meeting to, or the non-receipt of notice by, any of the members entitled to receive notice does not invalidate proceedings at that meeting.

1.2 1) Notice of a general meeting must be given to:

- a. every Member shown on the Register of Members on the day notice is given, and
- b. the auditor.

2) No other person is entitled to receive a notice of general meeting.

1.3 A notice may be given to a Member either personally, by mail, or by e-mail to the Member at the Member's address or e-mail address, as shown in the register of members.

PART 5 - PROCEEDINGS AT GENERAL MEETINGS

5.1 Special Business is:

- a) all business at a special general meeting except the adoption of rules of order, and
- b) all business at an AGM, except:
 - i. adoption of rules of order,
 - ii. minutes from the last preceding AGM,
 - iii. the report of the Board,

- iv. consideration of the financial statements, and the auditor's report on them (if any),
- v. appointment of the auditor (if any),
- vi. election of Directors,
- vii. resolutions, if any, and
- viii. the other business that, under these bylaws, ought to be transacted at an AGM, or business which is brought under consideration by the report of the Board issued with the notice convening the meeting.

- 5.2
- 1) Quorum at a general meeting is 30 Members present at all times.
 - 2) No business, other than the election of a chair and the adjournment or termination of the meeting, can be conducted at a general meeting at a time when a quorum is not present.
 - 3) If during a general meeting a quorum ceases to be present, business then in progress must be suspended until there is a quorum present or until the meeting is adjourned or terminated.

- 5.3
- If within 30 minutes from the time appointed for a general meeting a quorum is not present, the meeting, if convened on the requisition of Members, must be terminated. In any other case, the meeting stands adjourned to the same day in the next week at the same time and place. If at such an adjourned meeting a quorum is not present within 30 minutes from the time appointed for the meeting, the Members present constitute a quorum. Notice of a meeting adjourned under this bylaw need not be given to Members not present.

- 5.4
- 1) A general meeting may be adjourned from time to time and from place to place, but no business may be transacted at an adjourned meeting other than

the business left unfinished at the meeting from which the adjournment took place.

- 2) When a general meeting is adjourned for fourteen days or more, notice of the adjourned meeting must be given as for the original meeting.
- 3) Except as provided in this bylaw, it is not necessary to give notice of an adjournment or of the business to be transacted at an adjourned general meeting.

- 5.5
 - 1) The President must chair each general meeting.
 - 2) If the President is absent, unwilling, or unable to chair a general meeting, the Vice-President must chair that meeting.
 - 3) If both the President and the Vice-President are absent, unwilling, or unable to chair a general meeting within 15 minutes after the time appointed for holding the meeting, the Members present must choose one of the other Directors who is present to be chair.
- 5.6
 - 1) A resolution at a general meeting must be moved and seconded, and the chair may move or propose a resolution.
 - 2) A question arising at a general meeting must be decided by an Ordinary Resolution, except when otherwise required.
 - 3) Voting is by show of hands, unless before the vote a secret ballot is requested by a majority of Members present, by show of hands.
 - 4) In the case of an equality of votes, the chair does not have a casting or second vote in addition to the vote to which the chair is entitled as a member, and the resolution is defeated.
 - 5) A Member in good standing in attendance at a general meeting has the right to vote. No other person has the right to vote.
 - 6) Proxy voting is prohibited.

- 5.7 Subject to the Act and the bylaws, a general meeting may adopt rules of order, but if it does not do so, then the most recent edition of Robert's Rules of Order must be used.

PART 6 – BOARD OF DIRECTORS

- 6.1 1) The Board may exercise all the powers of the Association, and do all the things that the Association may do, subject to:
- a) all laws affecting the Association,
 - b) the constitution and the bylaws, and
 - c) rules, not being inconsistent with these bylaws, that are made from time to time by the Association to govern proceedings at general meetings.
- 2) A rule made by the Association in a general meeting does not invalidate a prior act of the Board that would have been valid had that rule not been made.
- 6.2 1) There will be a minimum of three (3) and a maximum of Ten (10) Directors. All Directors will be elected by the Members at a general meeting. The Members must consider the geographic diversity of its Members in electing Directors and will, without being so restricted, try to ensure representation on the Board from each Area.
- 2) Elections for Directors will normally be held at the annual general meeting and the term of office of Directors will normally be three (3) years. The Directors may, by Board Resolution, determine that some or all vacant Directors' positions will have a term of less than three (3) years, the length of such term to be determined by the Directors in their discretion. For purposes of calculating the duration of a Director's term of office, the term will be deemed to commence at the close of the AGM at which such Director was elected.

- 3) A Director may serve for no more than six (6) consecutive years. A Person who has served six (6) consecutive years as a Director may not be re-elected for at least one (1) year following the expiry of his or her latest term.
 - 4) An election must be by secret ballot, unless:
 - a) the Members present unanimously agree that the election be by show of hands, or
 - b) the number of candidates is fewer than or equal to the number of vacancies, in which case the candidates must be declared to be elected.
 - 5) An election may be conducted by means of mail ballot, electronic ballot, or similar means, provided that the means used are reliable, protect the rights and confidentiality of voters, and can be independently verified.
- 6.3 1) A Director ceases to be a Director by:
- a. the conclusion of the Director's term of office, unless the Director is re-elected,
 - b. resigning in writing,
 - c. ceasing to be a Member in good standing, or
 - d. death.
- 6.4 No act or proceeding of the Board is invalid only by reason that there are fewer Directors in office than the number required by bylaw 6.2.
- 6.5 The Members may, by Special Resolution, remove a Director before the expiration of the Director's term of office, and may elect a successor to complete the term of office.
- 6.6 1) The Board may appoint a qualified Member in good standing as a Director to fill a vacancy in the Board.

- 2) A Director so appointed holds office only until the adjournment of the next AGM, at which time the appointed Director is eligible to be elected.
- 6.7 A Director must not be remunerated for being or acting as a Director, but may be reimbursed for expenses necessarily and reasonably incurred while engaged in the affairs of the Association.

PART 7 - PROCEEDINGS OF THE BOARD

- 7.1
- 1) The Board may meet together at the places it thinks fit to dispatch business, adjourn and otherwise regulate its meetings and proceedings, as it sees fit.
 - 2) Quorum at a meeting of the Board is a majority of the Directors then in office, but must not be less than four.
 - 3) A meeting of the Board may be called by:
 - a. the President, or
 - b. any three Directors, or
 - c. Board Resolution.
 - 4) Notice of a meeting of the Board is sufficient if properly addressed to every Director, and sent by hand, ordinary mail, or e-mail. Except where notice is waived by all Directors, notice of a meeting of the Board must be given not less than 48 hours before the meeting.
- 7.2 When a meeting of the Board is held immediately following the election or appointment of a Director or Directors, it is not necessary to give notice of the meeting to the new Directors for the meeting to be validly constituted, if a quorum is present.

- 7.3 Except where otherwise required, questions arising at meetings of the Board and committees must be decided by a Board Resolution.
- 7.4
- 1) The Board may as it thinks fit delegate any, but not all, of its powers to committees, appoint the members and chairs of committees, and determine their names.
 - 2) A committee must conform to any rules imposed on it by the Board, and must report every act or thing done in exercise of its powers to the earliest meeting of the Board to be held next after it has been done.
 - 3) A committee may, subject to the direction of the Board, meet and adjourn as it thinks necessary, and determine its procedures.
 - 4) The President has the right to notice of, to attend, and to speak at meetings of all committees, and to vote where given that right by the Board.
- 7.5
- 1) There must be a Salary and Benefits Committee, a University Affairs Committee, and an Advocacy Committee, which are the three standing committees.
 - 2) Subject to the direction of the Board, the:
 - a. Salary and Benefits Committee will advise the Board as to issues relating to the negotiation of salaries and benefits, including the appointment of Members to the Negotiating Team, and is responsible for monitoring issues related to the Basic Agreement and any appended Letters of Intent or Memoranda,
 - b. University Affairs Committee will advise the Board as to Policy AD-10, any matters at the University affecting Members of the Association, and the Association's relations with the University, and acts as the support and oversight for the Association's participation in the Joint University/Association Committee, and

- c. Advocacy Committee will advise and assist Members regarding their rights and responsibilities regarding the terms and conditions of their employment contained in the AD10 Policies and Basic Agreement. It is also the function of the Advocacy Committee to provide representation for Members by investigating work-related problems and/or complaints of Members, providing representation for Members in disputes and grievances with the University, and to make recommendations regarding the resolution of grievances.
- 3) A standing committee may:
- a. have no less than four Members who are appointed by the Board,
 - b. elect a chair from amongst its members,
 - c. have a quorum of a simple majority of committee members,
 - d. not incur any expense unless it is authorized in advance by the Board,
 - e. operate under the terms of reference for the committee set by the Board, and
 - f. meet as directed by the Board, the President, or the committee's chair.

7.6 Subject to the Act and these bylaws, the Board may adopt rules of order for its meetings, but if it does not do so then the most recent edition of Robert's Rules of Order must be used.

PART 8 – DIRECTORS' DUTIES AND CONFLICTS

- 8.1 1) A Director must:
- a. act honestly and in good faith and in the best interests of the Association, and
 - b. exercise the care, diligence and skill of a reasonably prudent person, in exercising the powers and performing the functions of a Director.

2) The requirements of this bylaw are in addition to, and not in derogation of, an enactment or rule of law or equity relating to the duties or liabilities of Directors of a society.

8.2 Nothing in a contract, the constitution or bylaws, or the circumstances of a Director's appointment, relieves a Director from:

- a. the duty to act in accordance with the Act and the regulations, or
- b. a liability that by a rule of law would otherwise attach to the Director in respect of negligence, default, breach of duty or breach of trust of which the Director may be guilty in relation to the Association.

8.3 A Director who is, directly or indirectly, interested in a proposed contract or transaction with the Association must disclose fully and promptly the nature and extent of the interest to each of the other Directors.

8.4 1) A Director referred to in bylaw 8.3 must account to the Association for profit made as a consequence of the Association entering into or performing the proposed contract or transaction:

a) unless:

- i. the Director discloses the interest as required by bylaw 8.3,
- ii. after the disclosure the proposed contractor or transaction is approved by the Directors,
- iii. and the Director abstains from voting on the approval of the proposed contract or transaction, or

b) unless:

- i. the contract or transaction was reasonable and fair to the Association at the time it was entered into, and
- ii. after full disclosure of the nature and extent of the interest in the contract or transaction it is approved by special resolution.

2) A Director referred to in bylaw 8.3 must not be counted in the quorum at a meeting of the Directors at which the proposed contract or transaction is approved.

8.5 The fact that a Director is, in any way, directly or indirectly, interested in a proposed contract or transaction, or a contract or transaction, with the Association does not make the contract or transaction void, but, if the matters referred to in bylaw 8.4(1)(a) or (b) have not occurred, the court may, on the application of the Association or an interested person, do any of the following:

- a. prohibit the Association from entering into the proposed contract or transaction,
- b. set aside the contract or transaction, or
- c. make any order that it considers appropriate.

8.6 1) An employee or contractor of the Association must not become a Director within one year after ceasing to be an employee or contractor.

2) A Director must not become an employee or contractor of the Association within one year after ceasing to be a Director.

8.7 Subject to the Act, the Association must indemnify a Director or former Director of the Association, and a Director's heirs and personal representatives, against all costs, charges and expenses, including an amount paid to settle an action or satisfy a judgment, actually and reasonably incurred by the Director, in a civil, criminal or administrative action or proceeding to which the Director is made a party because of being or having been a Director, including an action brought by the Association, if:

- a. the Director acted honestly and in good faith with a view to the best interests of the Association, and

- b. in the case of a criminal or administrative action or proceeding, the Director had reasonable grounds for believing the Director's conduct was lawful.

PART 9 – OFFICERS

- 9.1 1) The Board must at its first meeting following the AGM elect a President, Vice-President and Secretary-Treasurer. All such officers must be Directors. Officers will hold office until the first meeting of the Board held after the next following annual general meeting.
- 2) The President, Vice-President or Secretary-Treasurer cease to hold those offices on:
- a. ceasing to be Directors,
 - b. the end of their terms of office, or
 - c. resigning in writing.
- 3) If the President, Vice-President or Secretary-Treasurer ceases to hold office between AGMs, the Board may elect one of the Directors to fill the vacancy.
- 9.2 The President:
- a. must supervise the other officers in the execution of their duties,
 - b. must chair all meetings of the Board and all general meetings, and
 - c. has the powers and duties generally pertaining to the office of President, subject to any restrictions imposed by the Board.
- 9.3 The Vice-President, in the President's absence, must perform the duties of the President.
- 9.4 The Secretary-Treasurer must:
- a. issue notices and keep minutes of meetings of the Association and the Board,

- b. conduct the correspondence of the Association,
- c. have custody of all records and documents of the Association,
- d. have custody of the common seal of the Association, if any,
- e. maintain the Register of Members,
- f. keep the financial records, including books of account, necessary to comply with the Act, and
- g. render financial statements to the Board, members, and others when required.

- 9.5 1) In the absence of the Secretary-Treasurer from a meeting, the Board must appoint another person to act as Secretary-Treasurer.
- 2) The Board may delegate the performance of the duties of the Secretary-Treasurer to an employee or agent.

PART 10 – FINANCIAL

- 10.1 1) In order to carry out the purposes of the Association the Board may, on behalf of and in the name of the Association, raise or secure the payment or repayment of money in such manner as it decides and in particular but without limiting the generality of the foregoing, by the issue of debentures.
- 2) A debenture must not be issued unless it has been approved by a special resolution.
- 3) The Members may by Special Resolution restrict the borrowing powers of the Board, but a restriction so imposed expires at the next AGM.
- 10.1 The Board must only invest the funds of the Association as permitted under the provisions of the Trustee Act respecting the investment of trust property by a trustee.

10.2 Subject to the Personal Information Protection Act and any other applicable law, the:

- a. financial statements and Members' minutes may be inspected by a Member, on reasonable notice,
- b. other documents of the Association, including its accounting records, may be inspected by a Member on reasonable notice, subject to any Board Resolution that may restrict access, and
- c. documents of the Association, including its accounting records, must be open to the inspection of a Director, subject only to laws requiring otherwise.

10.3 Contracts, documents or instruments in writing requiring the signature of the Association may be signed by:

- a) the President, together with the Secretary-Treasurer, or
- b) any two (2) Directors

and all contracts, documents and instruments in writing so signed will be binding on the Association without any further authorization or formality. The Board will have the power from time to time by Board Resolution to appoint any officer or officers, or any person or persons, on behalf of the Association either to sign contracts, documents and instruments in writing generally or to sign specific contracts, documents or instruments in writing.

PART 11 – AUDITOR

11.1 This Part applies only where the Association is required or has resolved to have an auditor.

11.2 At each AGM the Association may:

- a. appoint an auditor to hold office until the auditor is re-elected or a successor is elected at the next AGM, and

- b. decide whether the auditor will perform an audit, a review, or some other form of engagement.
- 11.3 An auditor may be removed by Ordinary Resolution.
- 11.4 An auditor must be promptly informed in writing of appointment or removal.
- 11.5 No Director and no employee of the Association can be auditor.
- 11.6 The auditor may attend general meetings.
- 11.7 The Board must fill all vacancies arising in the office of auditor between AGMs.

PART 12 – RIGHTS AND REPRESENTATION

- 12.1 In the event of a labour dispute between the University and any group of its employees, the Association must not coerce a Member to do or not to do anything contrary to the conscience or beliefs of that Member, or discipline or punish a Member for the Member's actions or inaction in such circumstances.
- 12.2
 - 1) The Board may submit a resolution regarding amendment of the Basic Agreement or other terms and conditions of employment of the Members, or any other fundamental policy matter that the Board deems fit, to a referendum of the members.
 - 2) The result of a referendum is binding on the Association and its Members if:
 - a. not less than 20% of the Members vote, and
 - b. it is approved by a simple majority of those Members who vote.
 - 4) A referendum may be conducted by means of mail ballot, electronic ballot, of similar means, provided that the means used are reliable, protect the rights and confidentiality of voters, and can be independently verified.

PART 13 – MISCELLANEOUS

- 13.1 Any meeting of the Association, the Board or any committee, may also be held, or any Member, Director or committee member may participate in any meeting of the Association, the Board or any committee, by telephone or video conference call or similar communication equipment as long as all the Members, Directors, or persons participating in the meeting can hear and respond to one another. All such Members, Directors, or persons so participating in any such meeting will be deemed to be present in person at the stated location of such meeting and, notwithstanding the foregoing bylaws, will be entitled to vote by a voice vote recorded by the secretary of such meeting. This method of voting will from time to time be used for passing resolutions.