

University of  
Lethbridge



# **ADMINISTRATIVE PROFESSIONAL OFFICER (APO) MANUAL**

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# 1.0 About this Manual

The APO Manual sets out APO terms and conditions of employment as approved by the Board of Governors on July 1, 1994, with all subsequent amendments.

The Manual provides a directive on policy and procedure to University Administrative Units as well as a working guide for APOs to assist them in the day-to-day administration of University programs. The written policies and procedures should increase understanding, eliminate the need for personal discretion on matters of University-wide policy and help ensure equity and consistency throughout the University. Each APO must adhere to these policies in a consistent and objective manner. Assistance with interpretation of this document will be provided by Human Resources and the Associate Vice-President (Human Resources), hereafter the AVP-HR.

For the purposes of this policy and procedure, the term *Senior Executive* shall be taken to mean the first senior administrative head of the department to whom the employee reports: President, Vice President, Associate Vice President, Dean or Executive Director.

## 1.1 Amending the Manual

This manual will continue to evolve and improve through input from those who use it. Accordingly, any APO or Senior Administrator may propose an amendment to the Manual that ensures statements reflect proper practice, revises policy or procedures revealed as unclear or problematic in practical application, or for any other reason is deemed relevant to the employment of an APO. The AVP-HR and APOE (Administrative Professional Officer Executive) establish the time-frame within which the proposed amendments will be reviewed.

Procedures for review and approval of amendments to the Manual are:

1. A proposed amendment is drafted and submitted to the APO Executive Chairperson. Human Resources is available as a resource for researching and developing proposed amendments.
2. The APO Executive reviews the proposed amendment and records their comments regarding the amendment.
3. The APO Executive releases the proposed amendment to APOs for comment.
4. The APO Executive forwards the proposed amendment, a summary of APO comments, and the position of the APO Executive regarding the proposed amendment to the AVP-HR.
5. The AVP-HR submits the proposed amendment to Human Resources or any other applicable department for their review and additional recommendation(s), if any.
6. The AVP-HR informs the APO Executive of the outcome of the review of the proposed amendment and additional recommendation(s), if any.

If the proposed amendment has been modified substantially, the APO Executive will release it to APOs for further comment.

At this point, if there are serious concerns that warrant such an action, the AVP-HR and the APO Executive can agree not to proceed with the proposed amendment; in which case, the APO Executive will inform the APOs of the decision and the reasons behind it.

7. The Vice President (Finance & Administration) forwards proposed amendments related to the terms and conditions of employment for APO employees to Joint Council for approval. If Joint Council does not approve the proposed amendment, the existing policy or procedure shall prevail.

## **1.2 Appeals of the Procedures**

In the event that the procedural application of this policy is found to be unfair or unreasonable to the APO in a particular circumstance, the procedure may be appealed by the APO through their Supervisor to the AVP HR. The decision to waive or amend a procedure in the case of an appeal will apply only to that case and will not invalidate the procedure.

The procedural application continues to apply until a decision is rendered by the AVP-HR, at which time the procedure may be upheld, reversed, or some other solution applied to the particular case. If the APO reports directly to the AVP-HR, the decision is to be rendered by the appropriate Vice President.

## **2.0 APO Executive**

### **2.1 Mandate**

The Administrative Professional Officer Executive (APOE) is an elected five-member body that acts as a liaison and communicator between APOs and senior administration of the University of Lethbridge. On a broader scale, the APOE acts as a liaison and communicator between APOs and the University community as a whole.

Using a positive, consensus, evidence-based approach and a consultative process, the APOE seeks to understand the issues affecting APOs, to represent their concerns and positions fairly, and to promote understanding of the contributions of APOs to the University of Lethbridge.

### **2.2 Working Principles**

- To ensure regular communication with senior administration, the APOE schedules and implements regular meetings with the Vice President (Finance & Administration) and the AVP-HR. Meetings can also be scheduled on an ad hoc basis as required.
- The APOE communicates with APOs regularly, using a variety of communication methods as practical and appropriate.
- The APOE uses an evidence-based approach, gathering pertinent statistical, anecdotal and other evidence.
- The APOE will seek the input of APOs before taking a position forward.
- As required, the APOE may form standing or project-specific subcommittees to investigate issues. Subcommittees will consist of continuing APOs and should include at least one APOE member.
- The APOE strives to meet once a month.
- The APOE Chairperson organizes and facilitates APOE meetings. Each Chair has a two-year term, running from Jan. 1 to Dec. 31, to a maximum of two consecutive terms.
- APOE members must be continuing APOs.
- APOE members serve two-year terms, on a calendar year from Jan. 1 to Dec 31, to a maximum of three consecutive terms (6 years).
- APOE members' two-year terms are staggered, so each year two or three members reach the end of their terms. The vacancies on APOE will be filled by election from the APOs.
- At the end of each two-year term, an APOE member may choose to stand for re-election.
- An APOE member may resign at any time and the resulting vacancy is filled by election from the APOs.

## 3.0 The APO Designation

### 3.1 Definition

The Board recognizes the Administrative Professional Officer (APO) designation as identifying a distinct role in the University. APOs carry out duties in a professional or middle management capacity.

To be designated as an APO, the position must be accountable for one or more of the following functions:

- Ongoing administration, including financial administration, of a budgetary unit in the University;
- Managerial supervision of APO or Support Staff with the authority to make decisions on delegation of duties, selection, evaluation, discipline, and recommendations for dismissal;
- Managerial-level administrative or professional responsibilities of a complex nature involving significant discretionary judgment or diagnosis of data or problems.

### 3.2 Role

APOs play a critical role in operating and managing the University. They support and initiate change and innovation enabling the University to meet the challenges of the future.

Among those challenges is the need to maintain the high reputation of the University. Students are our business. They are attracted to institutions that offer high quality programs and services, even under conditions of financial constraint.

APOs' major contributions to the University occur when their focus is broadened to the institutional goals of helping students to succeed, and making the University effective and competitive.

### 3.3 Classifications

The University classification system assigns all APO employees to employment categories, which are used for staffing, budget planning, and specifying the benefits and terms of employment applicable. Categories are combinations of appointment types, number of hours worked, months worked (out of 12) and salary grade levels.

#### Appointment Types

- **Continuing Appointment** — Permanent employment greater than 0.50 FTE (Full Time Equivalent) with no end-date. Continuing appointments can be full-time or part-time and usually commence with the successful completion of a 6-12 month probation period.
- **Sessional Appointment** — Recurring employment for a specified number of months in the year, approximately coinciding with the sessional periods established by the University calendar. A sessional appointment may be full-time or part-time (Less than 1.0 FTE but greater than 0.50 FTE) and usually follows the successful completion of a probation period. Remuneration and benefits may be pro-rated for period worked.
- **Term Appointment** — An appointment for a specified duration that does not imply a further appointment upon the expiry of the term. The duration of a term appointment may be shortened by the Supervisor, by providing one month of written notice for each full year of continuous service and a proportion of a month's notice for any partial year of service, unless otherwise stated in the employment contract. Term appointments may be full-time or part-time.

- **Coaching Appointment** – Either a full-time continuing or term appointment. Coaching appointments may be one of three levels based on the incumbent’s qualifications and determined at the discretion of the Executive Director, Athletics in consultation with Human Resources.

**Level 1** – Hiring range is normally the entry point of the appropriate salary grade.

**Level 2** – Hiring range is normally from the entry point to the midpoint of the appropriate salary range.

**Level 3** – Hiring range is normally the midpoint of the appropriate salary grade.

Progression through the levels for coaching appointments is based upon qualifications, experience, and the assignment of additional responsibilities and is determined by the Executive Director, Athletics through performance reviews conducted yearly.

- **Casual Appointment** – Hours of work are less than half of the full number of scheduled hours per day, week, month, or year. Casual employees are less than 0.5 FTE.

## Hours of Work

**Full-Time** – Generally, 7.5 hours per day or 37.5 hours per week. This is referred to as 1 FTE (full-time equivalent). FTE for sessional employees is based on full hours for months of sessional employment.

**Part-Time/Sessional** – Hours of work are one-half or more of the full number of scheduled hours per day, week, month, or year, but fewer than full-time hours. Part-time employees are at least 0.5 FTE but less than 1 FTE. For sessional employees, FTE is based on their hours of sessional employment. (e.g. work half days but for 10 months each year – part-time sessional at .5 FTE and prorated for 10/12<sup>ths</sup>).

## 4.0 Recruitment

Recruitment, selection, and hiring procedures are designed to attract and select high calibre candidates whose qualifications and credentials will contribute to achieving University goals.

### 4.1 Approval to Hire

Any vacant position will be used as an opportunity to assess work distribution to determine if there are options other than hiring.

The signing authority of a Faculty, School, or major budget unit will establish funding availability and initiate selection activities for all continuing, sessional, and term APO appointments by completing and submitting (to appropriate approvers) the *APO Position Classification Questionnaire* and the *Request for Appointment Form* available online. Approvals will be in accordance with the [Approval and Signing Authority Policy](#).

Once approval is received the position may then be posted and, if necessary, advertised.



## 4.2 Job Posting and Advertising

Job posting is designed to allow employees the opportunity to apply for another position offering skills development, increased responsibility, lateral moves, or promotional opportunities in the organization.

All continuing, sessional and term APO positions will be posted within the University for a minimum of seven working days, unless the Supervisor opts not to post a position in cases where:

- An APO whose position will be abolished, and who is qualified for a previously occupied position at the same or lower level, could be offered the position directly by the Supervisor.
- The position of a non-APO employee, in a continuing appointment, is reclassified to an APO level position.
- The status of the position has changed (e.g. from term to continuing), the original position was filled through competition, the incumbent has been in the position for at least one year, and the incumbent will be offered the position.

## 4.3 Search Committees

Diverse and well-represented search committees provide a broad range of perspectives and experiences to help with the hiring decision. This contributes to the integrity of the hiring process and ensures organizational and departmental needs are included in hiring decisions.

The Supervisor selects the members of the search committee, coordinates the interview process, solicits the advice of committee members on candidate selection, and ensures fair and equitable conduct throughout. The Supervisor is accountable for the decision on the candidate to be recommended for appointment; committee members play an advisory role. A Human Resources Consultant can also support the Supervisor with determining the composition of the search committee, selection techniques and appointment recommendations.

The search committee consists of:

- The Supervisor as Chair
- A member of the Senior Executive, if applicable
- An HR Consultant, if available
- Any other persons who may provide a different perspective and insight into the organizational impact of the position being filled

At least two members of the search committee should be at position levels equal to or higher than the position being filled. No member of the search committee may be a direct subordinate to the position being filled. Normally, membership of the search committee will be limited to U of L employees.

Selection criteria will be determined by the Chair in consultation with the Senior Executive and, if necessary, Human Resources. The Chair communicates these criteria to the members of the search committee before applicant interviews.

All applications for a position shall be made available to the committee, which shall advise the Supervisor regarding candidates it considers most suitable for interviews. For information on distribution of applications, please refer to the [Employment Application Materials Disclosure policy](#).

To ensure the continued integrity of the committee, any committee member having a personal relationship with any of the candidates selected for interviews must advise the committee about the nature of the relationship. Depending on circumstances, the member may opt out or be replaced at the request of any other committee member.

After the interviews, the Supervisor will seek advice from the committee members regarding their assessment of the candidate who best meets the selection criteria. All notes from the selection process and references are to be maintained on file in Human Resources in accordance with FOIPP (*Freedom of Information and Protection of Privacy Act*) requirements.

At least two reference checks will be completed prior to an offer being made, and educational and professional credentials of the selected candidate shall be verified.

## **5.0 Hiring Procedures**

### **5.1 Hiring Process**

In cases where the selected candidate's academic credentials, experience, or salary are **not** consistent with the initial approval to hire, the Supervisor will obtain advice from a Human Resources Consultant before making an offer. Otherwise, the Supervisor consults with the Senior Executive and Human Resources to determine the offer of employment. The Supervisor provides Human Resources with the documentation for the recruitment file, including:

- Names of the search committee members
- Initial salary, proposed appointment date and classification (continuing, sessional, etc.)
- Recommendations of committee members
- Whether a removal allowance will be offered and the amount
- A statement of deliverables to be included in the offer letter
- Transcripts and documentation of reference checks

After consultation with Human Resources, the Supervisor may make a verbal offer. However, in every case the written offer shall prevail.

The Supervisor provides Human Resources with a completed Payroll Authorization Form (PAF).

Human Resources will prepare the written offer of employment specifying the terms and conditions of employment, and will inform the APO about the APO Manual and how to access it.

### **5.2 Hiring Relatives of University Employees**

The relatives of a current employee of the University generally should not be employed in a department directly associated with that of the employee. For further details, please refer to the [Employment of Relatives Policy](#).

### **5.3 Relocation**

To help attract qualified employees, the U of L may provide relocation funds to APO employees who are appointed to full-time, continuing, or sessional positions and whose residence before the time of appointment is more than 50 km from Lethbridge. The employment contract will specify the maximum removal allowance.

Full details are available in the Removal Allowance policy statement:

<http://www.uleth.ca/financial-services/relocation-allowance-regulations>

## 5.4 Orientation

Orientation for new APO employees will be provided by their unit and Human Resources. All new employees appointed to a term, sessional, or continuing APO position are offered several orientation topics.

- Pay procedure and deadlines
- Benefits orientation and sign-up
- Terms and conditions of employment
- General University information
- Specific job duties and expectations
- Setting of objectives for the first year
- Introduction to co-workers
- Tour of specific workplace facilities
- On-the-job training

## 6.0 Compensation

### 6.1 Compensation Guidelines

The Board directs the University to establish a set of guidelines for administering APO salaries to:

- Attract and retain competent and well-qualified employees
- Recognize and stimulate a high level of performance
- Provide salaries that compare appropriately with the southern Alberta marketplace for comparable positions
- Maintain internal equity through the job evaluation system once market competitiveness is established

### 6.2 External and Internal Equity

The U of L collects total compensation data from comparable public and private organizations within the competitive environment for benchmark positions that are a representative sample of APO jobs. Where comparators are not available within southern Alberta, the U of L will collect compensation data from more appropriate markets, such as other universities.

Internal equity is maintained through the job evaluation system, which helps develop internal standards of comparison and measures relative job values in the University. Job evaluation assessments are based on position descriptions and job information provided by incumbents and their Supervisors.

#### 6.2.1 Position Descriptions

The APO Position Description summarizes the most important functions, duties, and responsibilities of a job. It includes the general nature and level of work performed and the skills and abilities required to perform them competently. The position description is used for a number of purposes, including: position evaluation; establishing performance standards; succession planning; recruitment; organizational design; and salary surveys. Human Resources will monitor the timely completion of Position Descriptions.

New APO positions commence with the Supervisor preparing a position description using the *Position Description Questionnaire*. Should there be a substantial change to any position's purpose, scope, and/or responsibilities, the Supervisor is responsible for ensuring the position description is reviewed and kept up-to-date to reflect such changes in the work environment.

The APO may also initiate a review if it has been a minimum of one (1) year since the previous evaluation of their job and they believe significant changes have occurred to warrant it. The revised position description will be rescored according to the position evaluation system.

The APO must be involved in any review and resulting modifications to a position description prior to approval by the Supervisor and position evaluation by Human Resources. A Human Resources Consultant will notify the Supervisor and the APO of the evaluation results, in writing, as soon as possible, but no longer than 90 calendar days from the date the modified position description questionnaire was received.

### **6.2.2 Position Evaluation System**

The APO position evaluation system uses the Hay Guide Chart-Profile Method to establish comparative job value for all APO and Management jobs based on their relative contribution to the overall objectives of the University<sup>1</sup>. The process focuses on the position and not the individual in the position. Operational/departmental input is obtained to ensure position description information is accurately interpreted.

Key job functions and major responsibilities in each position description are measured against scaled definitions within four factors that are common to all jobs in the organization: knowledge, problem solving, accountability, and working conditions.

The corresponding points for the appropriate scale or level are then assigned for each factor and combined to derive a total score for the position. As the score increases so does the value of the job. The outcome of the evaluation process is the classification of each APO position within groupings (grades) of similarly valued jobs.

Human Resources will have evaluations reviewed periodically to ensure consistent application of the evaluation principles.

### **6.2.3 Job Evaluation Appeals Procedure**

If an APO disagrees with the evaluation of their job, and resulting allocation of a job grade level, the appeals procedure is as follows<sup>2</sup>:

1. The APO submits their appeal in writing to the applicable Senior Executive.
2. The Senior Executive develops a written response to the job evaluation appeal.
3. The Senior Executive submits the written appeal and their response to Human Resources.
4. A copy of the Position Description Questionnaire (completed during the job evaluation process), a copy of the APO's appeal letter, the Senior Executive's response, and job evaluation points for all comparable APO positions, are forwarded to an external job evaluation consultant.

The consultant evaluates the position that is the subject of the appeal and develops a written decision summarizing the evaluation, including the points for each factor and a rationale for the assignment of points.

5. Upon receipt of the consultant's report, Human Resources will provide the written decision to the APO who initiated the appeal and their Senior Executive. The external consultant's decision is final.

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<sup>1</sup> For a complete description of the Hay Method, please contact the Human Resources Department

<sup>2</sup> A minimum of one (1) year must have elapsed since the previous evaluation of their job.

## 6.3 Salary Grades & Ranges

All APO jobs are evaluated and grouped into 6 ascending grade levels. Competitive and equitable salary ranges are established for each grade once current market rates are calculated and all factors contributing to total compensation are weighed. Each year these salary ranges are assessed for possible adjustment by considering various inflation indices and the University's economic ability to pay. *See Schedule A.*

Four performance levels (described below) are used to determine salaries within the range.

ENTRY RANGE	Pay for an employee with the minimum qualifications. Improvement is expected.
DEVELOPMENTAL RANGE	Pay for an employee progressing in their range.
FULLY QUALIFIED RANGE	Pay for a qualified and experienced employee performing in a highly competent manner. This is also referred to as job rate or market rate.
CLEARLY OUTSTANDING RANGE	Pay for a qualified and experienced employee performing in a highly competent, above average manner.

## 6.4 Salary Adjustments

### 6.4.1 Range Adjustments

Where salary ranges have been approved by the Board of Governors for an upward adjustment resulting from changes in inflationary indices (cost of living adjustment, or 'COLA'), the salary of an APO will be increased by the COLA amount up to their salary range maximum. The effective date for any such salary increases will normally be July 1.

An APO whose start date is in the month prior to the effective date of the adjustment receives the COLA adjustment

- only if provided for in their offer letter, or
- if required in order to bring the salary within the adjusted salary range.

The sequence of the adjustments is to adjust the salary range first, then the APO's salary.

### 6.4.2 Job Evaluation (Reclassification)

Reclassifications generally arise from a permanent and significant change in duties. Unless there are extenuating circumstances, the effective date of any salary adjustments necessary as a result of a job evaluation will be the date of evaluation submission by the employee to their Supervisor. The salary of an APO, whose position has been reclassified to a

- higher salary range, will receive a salary adjustment of a minimum of 4%, up to the salary range maximum.
- lower salary range, will not be adjusted. If the salary of the APO is greater than the new salary range maximum, section 6.4.1 will not apply. The APO will not receive any salary increases until such time as the APO's salary is within the range.

### **6.4.3 Acting Pay**

To be eligible for acting pay, an APO is required to perform the principle duties of a higher-level position. Acting pay does not normally apply to short-term situations of less than one month in length, (e.g. vacation coverage).

Where an employee qualifies in an acting pay position, he or she will receive an increase of a minimum of 5% (up to the salary range maximum of the higher level position) to compensate for the additional duties being performed. Acting pay will only be applicable while the APO is in the acting position. Acting pay arrangements must be approved by the next level of management and a Human Resources Consultant before the APO assumes the acting responsibilities.

### **6.4.4 Promotions**

Promotional increases will be paid when an employee moves to another position at a higher salary classification. The promotional increase will be at a rate commensurate with the employee's qualifications and experience in relation to the new job, considering three criteria:

1. The normal starting salary for a qualified candidate is the minimum of the new salary range.
2. A promotional salary adjustment shall be
  - a. significant enough to recognize the assumption of broader responsibilities, and
  - b. within the salary range for the position.
3. Any salary adjustment must take into account the current equity of salaries for employees at the same level in the University.

A promotional salary adjustment which places the salary above the midpoint of the new salary range requires the prior approval of the Vice President (Finance and Administration).

The effective date of the promotional increase will coincide with the date the APO assumes their new responsibilities in full.

### **6.4.5 Lateral Transfers**

A transfer from one position to another at the same responsibility level, whether initiated by the University or the employee, does not generally warrant a salary adjustment.

### 6.4.6 Transfers to Lower Classifications

A transfer to a position at a lower responsibility level will be assessed by the Supervisor of the position being transferred into, the next level of management, and a Human Resources Consultant to determine if the affected employee's salary should be reduced or remain the same. In general, where an employee has initiated a transfer to a position at a lower responsibility level, a reduction in salary should be anticipated.

In general, in cases where an employee's transfer to a lower position is involuntary and is not a reflection of the employee's performance or capability, there will be no reduction to salary.

In general, in cases where an employee is offered a transfer to a position at a lower classification which is

1. a result of a position disruption, there will be no reduction to salary. Should the APO elect
  - a. to accept the transfer, and the salary of the APO is greater than the new salary range maximum, the APO will not receive any salary increases until such time as the APO's salary is within the range for the lower classification.
  - b. not to accept the transfer, the terms for notice and severance under position abolishment will apply.
2. due to a performance deficiency, the Supervisor, with the assistance of a Human Resources Consultant, will establish a progressive performance improvement plan. The APO's new salary will be within the new salary range.

### 6.4.7 Performance Increases

Performance increases will be awarded to APOs who, based on their Annual Statement of Objectives and Results and performance review meet or exceed goals or expectations of their position. To warrant progress through the salary range, APOs are expected to grow in their capacity to perform duties, and to take on added responsibility. They are encouraged to demonstrate initiative and continuous improvement based on the principles of life-long learning so that they can contribute their fullest. The Board makes an annual provision for performance incentive increases for APOs.

The performance increase available to each APO who has successfully completed their probation period (or, in the case of term APOs, a minimum of one year in their term position) is from 0% to 4% of their salary as determined by their annual performance review.

Performance increases are not awarded to APOs if the:

- employee's performance did not meet any established objectives, as documented by the APO Annual Statement of Objectives and Results or position expectations, or
- the employee has not successfully completed probation as an APO, or
- the employee has not completed a minimum of one year in a term APO position.

### Performance award definitions

4%	Performance is outstanding and an inspiration to others in achievement.
3%	Performance has met all expectations, and in several significant respects exceeded expectations as to quantity of work accomplished and quality achieved.
2%	Performance meets the requirements and expectations for the position. The employee has accomplished the work expected and has maintained a good standard of quality.
1%	Performance meets most expectations and employee is showing some growth in the job.
0%	Performance is significantly below expectations. An action plan must be developed jointly by the Supervisor and the employee, to establish goals for improving performance or work-related behaviour.

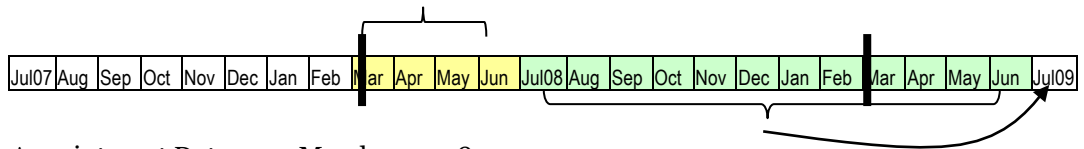
At the discretion of the Senior Executive and with written approval of the President, the performance award may be substituted with a bonus program. The exact criteria of the bonus program will be established by the Senior Executive in consultation with the APO.

The amount of a performance increase must be approved by the unit's Senior Executive.

**Performance Awards upon Completion of Probation Periods or First Year of Term**

1. No performance increase is awarded during probation.
2. Performance award increases are based on a July 1 – June 30 year
3. A partial month is not prorated.
  - a. If the hire date falls on or between the 1<sup>st</sup> and the 15<sup>th</sup> of the month, the entire month is counted.
  - b. If the hire date falls on or between the 16<sup>th</sup> and the end of the month, the month is not counted.
4. Once probation has been successfully completed, the APO receives
  - a. effective the first of the month following successful completion of probation, merit based on
    - i. proration to the number of months worked in the position up to the previous June 30
    - ii. performance during that period
  - b. effective July 1 of that year, merit reflecting
    - i. the full 12 months since the previous June 30
    - ii. performance during that period.

The following example illustrates the calculation of a pro-rated increase.



- Appointment Date: March 5, 2008
- July 1, 2008: No performance increase awarded
- End of Probation: March 5, 2009 - receive 4/12 of performance increase on March 2009 payroll (for the period March-08 to June-08)
- July 2009 payroll: Receive performance increase for the full year (July-08 to Jun-09)

**6.4.8 Appeals Procedure for a Salary Adjustment Decision**

1. The APO drafts a written appeal of the salary adjustment decision and submits it to his or her Senior Executive.
2. The Senior Executive drafts a written response to the APO's appeal.
3. The Senior Executive submits the appeal and their response to the AVP-HR. If the AVP-HR is the Senior Executive, the VP (Finance and Administration) fulfills the role as outlined in '4' and '5' below.
4. The AVP-HR reviews the information and decides if the original salary adjustment decision shall prevail or if a salary increase is warranted. The AVP-HR may interview the APO, their Supervisor and anyone else deemed appropriate in order to make an informed decision regarding the appeal. The AVP-HR's decision is final.
5. The AVP-HR provides the written decision to the APO who initiated the appeal, his or her Supervisor, the Senior Executive, and Human Resources.



## **6.5 Pay Information**

All APO employees are paid on a monthly basis, in arrears, via direct deposit to the financial institution of their choice. Payday is the last working day of each month. An electronic notification for each pay period is sent to each employee, indicating that pay and benefits information is available on the [Bridge](#).

## **7.0 Performance Management Program**

### **7.1 Program**

Performance is the results-oriented measure that focuses the organization on the same mission and goals. The intent is to empower employees, not control them, so that APOs have a sense of ownership and genuine participation.

The performance management program facilitates regular communication between APOs and their Supervisors about work expectations, job performance, and employee development so that APOs can fully contribute to University goals and objectives.

### **7.2 Performance Review**

Performance Review is an annual cycle commencing with performance planning, followed by performance management, and ending with a performance evaluation.

#### **7.2.1 Performance Planning**

At the beginning of the performance year (usually May or early June), the Supervisor and APO establish a Performance Plan (using the *Annual Statement of APO Objectives and Results -ASAOR*) that is generally consistent with the position description. The performance plan must clearly identify the APO's role and responsibilities within the organization, agreed-upon measurable outcomes or expectations, requisite behaviours and skills, and a specific action plan aimed at clear results. Objectives may be modified as priorities change. Supervisors shall aim to achieve mutual agreement wherever possible, to build commitment to the action plans.

#### **7.2.2 Performance Management**

APOs and their Supervisor are encouraged to have regular constructive discussions on performance and progress in meeting the goals and expectations of the job. If performance is on track or exceeding expectations, the Supervisor recognizes and supports strengths and achievements. Where performance is lacking, coaching should be used to improve problem areas. The Supervisor should develop strategies and appropriate action with the APO. The interim report in the *ASAOR* can be used to document discussions or to revise objectives. For persistent or serious performance deficiencies, refer to the Progressive Performance Improvement Policy.

#### **7.2.3 Performance Evaluation**

The Supervisor and APO meet at the end of the performance year to document and evaluate the overall performance and results achieved by the APO during the past year. Supervisors will review their assessments with the APO and discuss development needs, career plans and requirements for the upcoming year. These discussions serve as the basis for the next year's performance plan. The APO will sign the resulting document (*ASAOR*) to indicate they have read it and have participated in the process. If the APO does not agree with the assessment they should state why in writing on the document. In the event of a disagreement that cannot be resolved, the Dispute Resolution process will be followed (Section 11.0).

All performance documentation shall be submitted to Human Resources for personnel files.

## **7.3 Probation**

### **7.3.1 Probation Period**

New APOs hired in term or continuing positions are on probation for one year. Providing a probationary period has already been served during the current period of employment with the University, the following exceptions apply:

- An employee whose position has been reclassified to APO does not serve a probationary period.
- An employee from another employee group, who becomes an APO by means other than by reclassification, will be on probation for a minimum of six months.
- Term APOs with an appointment of less than one year do not serve probation; however, should the position subsequently become continuing or extend as a term to one year or more, a probationary committee review will be established.
- An APO who has a continuing appointment does not serve a further probationary period for any other APO position.

In exceptional circumstances, the application of probation may be reviewed at the discretion of the AVP-HR & Administration.

In the event of performance problems during the probation period, Supervisors may initiate the Progressive Performance Improvement process (Section 7.4).

Whether or not a formal probationary period is served, employees who move into a new or different position will have reviews with their Supervisor at least every three months for the first year. All reviews are sent to Human Resources for the personnel files.

### **7.3.2 Probation Committee Review Procedures**

1. Three months before the end of the probation period of an APO, the Supervisor convenes a probationary committee.

The committee should consist of at least three people at position levels equal to or higher than the position being evaluated: the Supervisor as chair; the senior Supervisor (if applicable); and any other person that may provide insight and understanding into the organizational impact of the position being filled. The membership of the probationary committee must be approved by Human Resources.

2. The Supervisor provides the committee with: a copy of the objectives for the APO's position; a written assessment of the performance and behaviour during the probation period; and a recommendation on the continuing appointment of the APO. (The APO shall be provided with a copy of the recommendation at least ten days prior to the committee's review meeting.)
3. The APO may respond in writing to the Supervisor's recommendation and/or make a presentation to the committee.
4. The committee meets to discuss the Supervisor's recommendation and the APO's input and provides the Supervisor with their comments to the recommendation.
5. If the recommendation is that a continuing appointment shall be granted, then the APO is notified in writing of the decision by the Supervisor. The Supervisor sends to Human Resources a copy of the letter and a completed Payroll Authorization Form changing the APO to a continuing appointment.

6. If the recommendation is that a continuing appointment be denied, then the Supervisor may terminate the APO's employment or extend the probation period. (See Termination Under Other Circumstances – Section 12).

Probation periods may be extended for periods of layoff or leaves. For any other reason, the probation period may be extended

- a. Only once; and
- b. For a period established by the Supervisor not exceeding 12 months.

The Supervisor will inform the APO in person and in writing of the decision to extend the probation period, specifying the rationale for the decision and the performance expectations for the probation period.

## 7.4 Progressive Performance Improvement

The University ensures that performance problems are addressed constructively, providing for fair and equitable treatment for all employees.

A process of progressive performance improvement is used to correct most performance problems and give employees a reasonable opportunity to correct unacceptable or inadequate performance.

A progressive series of actions that may be followed by the Supervisor in conjunction with a Human Resources representative in the event of a performance problem is as follows:

<b>Exploratory Discussion</b>	An informal meeting with the APO to discuss the unsatisfactory performance. The Supervisor will clarify concerns with the APO's performance and actively encourage the APO to provide an explanation for the deficiencies. The Supervisor and the APO establish a plan of action to address the performance problem and schedule a follow-up meeting.
<b>Verbal Warning</b>	<p>The Supervisor and the APO will meet to review the progress made since the previous discussion and detail areas where performance continues to be unsatisfactory. The Supervisor will invite input from the APO on the performance areas still requiring improvement. They will discuss and establish the steps that need to be taken to enable further improvement and set a review date. Even though the performance matter is being handled verbally at this point, both the Supervisor and the employee are advised to take notes of the items discussed and agreed to.</p> <p>The Supervisor will inform the APO that failure to make the specified improvements may result in further disciplinary action which may include the withholding of increments, suspension without pay, or dismissal.</p> <p>If, after a verbal warning, a Supervisor still considers the APO's performance to be unsatisfactory, he or she shall consult with the Senior Supervisor and Human Resources before delivering any other form of disciplinary action.</p>
<b>Written Warning</b>	<p>The Supervisor will verbally and in writing provide the APO with a review of the performance deficiencies, referring to previous discussions, actions, and time frames established. A further plan will be documented to allow the APO an opportunity to make the required performance improvement. This documentation will specify the evidence used to establish that the performance was deficient, the improvements required, the time frame within which the APO will be given to make the improvements, the next review date, and the consequences for not achieving the specified improvements.</p> <p>A copy of the written warning letter will be forwarded to Human Resources for the employee's file and to the Senior Supervisor.</p>
<b>Further Discipline</b>	Beyond a written warning, additional disciplinary measures may include suspension without pay or withholding increments.
<b>Dismissal</b>	This disciplinary measure may only be imposed after all reasonable avenues of corrective action have been exhausted, or where a serious act of misconduct has occurred. Notwithstanding the above principles of progressive discipline, certain offences are of such a magnitude that immediate suspension or dismissal is warranted.

Documentation on corrective actions will be kept in the APO's file. If an employee disagrees with corrective actions taken by his or her Supervisor, the employee may pursue the matter under the Dispute Resolution (Section 11).

## **8.0 Benefits**

For the purposes of Article 8, 'year' shall mean July 1 to June 30 unless otherwise specified.

For the purposes of Article 8, 'working days' shall mean Monday to Friday, regardless of statutory holidays or university closure.

### **8.1 Eligibility for Benefits**

APOs holding a continuing appointment on a full-time or part-time basis, or a term appointment, shall be eligible for group benefits as described as follows from the date of hire.

Term APOs (including term sessionals) shall be eligible for group benefits as described as follows from the date of hire. The exception is that any benefits received from Long Term Disability coverage shall only be paid for up to two (2) years (24 months) from the end of the qualifying period.

During periods of sessional layoff, APOs may purchase all benefits except Health and Wellness Spending Accounts. Whatever has been accrued to date in the Health and Wellness Spending Accounts may be used during the time of lay-off.

APOs holding casual appointments are not eligible for insured group benefits.

#### **Benefits for Spouses and Dependents**

Where dependents or spouses of APOs are specified under an individual benefits plan as being eligible for benefits, definitions used under the particular plan will be used to determine eligibility.

### **8.2 Group Benefits Programs**

These brief descriptions about the University Group Benefits plans represent only part of full policies available through the Pensions and Benefits department within Human Resources. More details are available at <http://www.uleth.ca/hr/pension-and-benefits/>.

#### **8.2.1 Universities Academic Pension Plan**

The Universities Academic Pension Plan (UAPP) is a Defined Benefit plan. Pension benefits are based on pensionable salary and years of pensionable service. The provisions of the UAPP shall apply to all APO employees. Eligibility for participation is determined by statute and Board policy.

APOs who are employed on a full-time probationary or full-time continuing or part-time continuing basis (0.50 FTE or greater) shall join the UAPP from commencement of employment.

#### **8.2.2 Alberta Health & Wellness**

Alberta Health & Wellness coverage is mandatory unless employees are covered under another provincial plan. APOs must prove they have coverage under Alberta Health & Wellness to be eligible for Extended Health Coverage.

### **8.2.3 Spending Accounts**

The University of Lethbridge offers APOs two account options; a non-taxable Health Spending Account (HSA) and a taxable Wellness Spending Account (WSA), which allow APOs to select additional benefits most appropriate to their individual needs and lifestyles. Eligible members receive an allocation on an annual basis for their use within the program guidelines, prorated to the period worked.

### **8.2.4 Extended Health Coverage**

Extended health benefits provide financial reimbursement for eligible medical services and prescription drugs. Coverage is mandatory except for APOs who prove they have coverage under another health plan.

### **8.2.5 Dental Coverage**

Dental benefits provide expense reimbursement within prescribed limits for eligible dental procedures. Coverage is mandatory except for APOs who prove they have coverage under another dental plan.

### **8.2.6 Life Insurance**

Basic life insurance is mandatory. Optional life insurance is available for eligible APOs and is paid for by employees. Spousal coverage is available under the optional plan.

### **8.2.7 Sick Leave**

Sick leave is an income replacement program to assist APOs financially in the event that an illness prevents them from reporting to work. While on sick leave APOs will be paid their regular salary for a period not to exceed 128 working days or the end of a term appointment whichever occurs first.

An APO who resumes their duties following an illness and who within 21 working days is absent due to the same or a related illness shall have the two absences counted as one absence for the purpose of eligibility for sick leave and for long term disability benefits.

Any APO requiring sick leave must immediately report their requirement for leave to their supervisor. Sick time taken must also be reported on the Monthly Exception Report.

If the duration of the leave extends beyond 5 continuous working days, the APO is required to advise their Supervisor and provide a medical certificate to the Manager, Wellness & Recognition. When the sick leave extends beyond two weeks, the University's progressive return-to-work program applies. The Manager, Wellness & Recognition will meet with the APO and consult with their Supervisor to review expectations and develop a return-to-work plan based on the written recommendations of a qualified attending medical professional. Discussions and information regarding the sick leave will be considered confidential and any communication with the supervisor or other employees will be treated as such.

If the leave is expected to extend beyond 128 working days, the Manager, Wellness & Recognition notifies Pensions and Benefits in Human Resources, and an application for long-term disability coverage will be initiated as per the Long Term Disability Insurance (LTDI) section.

An APO may elect to bring a support person of their choice to any meetings with the Manager, Wellness & Recognition, the Supervisor, or colleagues regarding their managed care and the return-to-work process. This individual may be a member of the APOE, any other APO, a family member, or any other person of their choice.

The University management may require an APO, at any time during a sick leave or if there is a pattern of sick leave to be examined by a physician to assess eligibility for paid sick leave.

### **8.2.8 Long Term Disability Insurance (LTDI)**

Coverage is mandatory and the provisions outlined in the carrier contract shall apply to all APOs, other than casual.

Term APOs: LTDI benefits shall be paid for a maximum of 24 months or to the end of the term, whichever is first.

In the event of total disability and after a qualifying period of 128 working days of sick leave, the Long Term Disability benefit will be initiated if the individual is qualified.

While on approved long-term disability,

- Basic life insurance premiums are covered by the LTDI carrier for the duration of the period of coverage.
- LTDI premiums are waived for the duration of the period of coverage.
- For the first two years, premium payments for the remaining benefits continue as if the employee is working, and the Health and Wellness Spending Account contributions continue.
- After two years, full premiums for remaining benefits are paid by the University; however, contributions to the Health and Wellness Spending Accounts cease.

### **8.2.9 Workers' Compensation Supplement (WCB)**

In the event of an injury qualifying for WCB, the employee will continue to receive University salary (exclusive of acting pay, non-pensionable stipends, and market supplements) and benefits for the duration of sick leave remaining, under the following conditions:

- The employee was injured in the course of employment for the University of Lethbridge.
- The employee is eligible for WCB.
- The employee is absent from work beyond the day of injury as a result of these injuries.
- Payment from WCB for the time loss is remitted directly to the University.

### **8.2.10 Voluntary Coverage - Accidental Death and Dismemberment**

Accidental Death and Dismemberment coverage is a voluntary program where employees may purchase coverage for themselves and their dependents.

### **8.2.11 Employee Family Assistance Program (EFAP)**

EFAP provides confidential, personal counselling for a board range of personal, work, and family issues. <http://www.uleth.ca/hr/pension-and-benefits/employee-and-family-assistance-program-efap-0>

## **8.3 Leaves**

### **8.3.1 Birth Leave**

An APO shall be granted up to three (3) days for the birth or adoption proceedings of his/her own child. Eligibility for birth leave does not extend to the birth mother.

### 8.3.2 Maternity/Parental/Adoption Leave

After completing 12 months of continuous service, an APO is eligible for the following leaves. The leave shall be the same for a single child or multiple childbirths, or an adoption of one or more children at the same time. Proof of pregnancy/birth or adoption may be required to establish eligibility.

APOs granted Maternity/Adoption/Parental leave shall, upon return to work, be returned to their former position or be placed in another comparable position at not less than the same salary that had accrued to them and at the same level of benefits that is applicable to employees in their classification.

- **Supplemental Unemployment Benefit (SUB)**
  - APOs eligible for Maternity, Parental or Adoption Leave and who qualify for Employment Insurance (EI) Maternity or Parental benefits receive the Supplemental Unemployment Benefit (SUB) Plan in effect at the time the leave commences.
  - The APO plan provides up to 95% of the base salary less the amount received from EI for up to 17 weeks (2 week waiting period and 15 weeks EI paid) and is subject to the EI regulations for SUB plans.
  - If both parents are employees of the University, the birth mother must take at least the first six weeks. Thereafter, either parent can apply for SUB. The total SUB received may not exceed the maximum plan available to one *or* the other parent, i.e. the total number of weeks on SUB for two University employees combined cannot exceed the maximum allowed for either one or the other.
- **Parental Leave**
  - Maximum Parental Leave is 35 weeks.
  - This leave is unpaid with no accrual of vacation during this period. The APO may purchase benefits by paying the full premiums. The Health Spending Account remains active, but it is prorated for the period of the unpaid leave upon return.
  - If both parents are employees of the University, the Parental Leave may be taken entirely by one of the parents or may be shared between the two. Shared time may be required to be consecutive, rather than concurrent, and shall not exceed 35 weeks in total between the two parents.
- **Maternity Leave**
  - Maximum Maternity Leave is 17 weeks, typically followed by Parental Leave.
  - The birth mother is eligible for Maternity Leave, or if the birth mother returns to work between 6 weeks and 17 weeks, the other parent becomes eligible for the benefits that would have accrued to the birth mother for the remaining weeks.
  - The leave must commence by the date of the birth of the child.
  - Vacation continues to accrue during this period and benefits premiums are covered as if the APO is working.
  - APOs who have received the SUB plan under Maternity Leave are not eligible for the SUB plan under subsequent Parental leave of the same leave.

- **Adoption Leave**

- Maximum adoption leave is 17 weeks, typically followed by Parental Leave.
- Only the primary caregiver for the child is eligible for Adoption Leave.
- The leave must commence immediately following the adoption of a child and the child must be under 18 years of age at the time the leave concludes.
- Vacation continues to accrue during this period and benefits premiums are covered as if the APO is working.
- APOs who have received the SUB plan under adoption leave are not eligible for the SUB plan under subsequent Parental Leave of the same leave.

**Advance Notice for Maternity/Adoption, and Parental Leave**

- At least 6 weeks written notice must be given to the Supervisor and Human Resources prior to the start of the Maternity/Adoption/Parental Leave. (Notice prior to Parental Leave is not required after Maternity Leave, unless it was originally agreed to take only 17 weeks of Maternity Leave.) In circumstances that would prevent the APO from giving the required notice, such as early labour, written notice must be given to the supervisor as soon as possible.
- APOs intending to return to work will be required to give 4 weeks of notice in writing of their intention to return to work and the date of return.

### **8.3.3 Personal Leave**

An APO may be granted leave with pay for:

- bereavement due to a death in the immediate family Immediate family shall mean an APO's spouse/domestic partner, parent, son, daughter, brother, sister, guardian, ward, parent-in-law, grandparent, grandchild, son-in-law, daughter-in-law, aunt, uncle, niece, nephew, the domestic partner of an employee's brother or sister, an employee's domestic partner's guardian, ward, grandparent, sister or brother. (up to 5 days per year)
- change of domicile (up to 2 days per year), and
- funeral of a close friend (up to 1 day per year).

Additional days may be approved under unusual circumstances (i.e. travel time, multiple deaths, and significant hardship).

This leave must be approved by the Senior Executive.

### **8.3.4 Family Emergency Leave**

Recognizing that from time to time an APO may need to miss periods of work during times of family emergency, the University will support a maximum of 5 days of paid leave per year. The authorization for leave will be at the Senior Executive's discretion and will not be considered an automatic annual entitlement.



### **8.3.5 Political Leave**

An APO who becomes an elected member of the Provincial Legislature shall be given a leave of absence without pay for the period of each year in which they sit in the Provincial Legislature or is otherwise occupied with duties as an elected representative; or the APO may exercise the option of continuous leave without pay for the period in which they hold elected office.

Arrangements for leave appropriate to the circumstances shall be made for APOs elected to municipal or other local government office.

An APO who becomes an elected member of the Federal Parliament shall be given a leave of absence without pay for the period in which they hold elected office.

An APO who is appointed a Minister of the Crown shall be given a leave of absence without pay during their tenure of office.

### **8.3.6 Leave without Pay (LWOP)**

An APO shall apply in writing for a LWOP at least one (1) month prior to the date they intend to commence their leave. Arrangements affecting salary and benefits will be established before the leave is approved. All applications for the LWOP will be considered by the immediate supervisor relative to the business or operational requirements of the unit.

#### **Benefits While on LWOP**

During an unpaid leave, an APO is responsible for paying all premiums and contributions required to maintain economic benefits for which they are eligible, as described in the benefits policy. An APO is not eligible for the Health and Wellness Spending Account during their unpaid leave. If the annual Spending Account was not already adjusted for the LWOP during the year of the leave, the Spending Account will be adjusted in the following calendar year (Jan 1 – Dec 31).

Eligibility for the Universities Academic Pension Plan (UAPP) during periods of unpaid leave shall be subject to the regulations of the [UAPP](#).

#### **Accrual of Service During LWOP**

Accrual of service is interrupted by LWOP of more than one month in duration

#### **Vacation and LWOP**

APOs applying for a LWOP must include a proposal for the use of accrued vacation prior to or at the end of the leave.

## 8.4 Vacation and Statutory Holidays

### 8.4.1 Vacation

APOs who are not on a casual appointment earn and schedule vacation as follows:

Years of Service	Annual Vacation Entitlement
0-10	22 days (accrued at 1.83 days per month)
11-24	25 days (accrued at 2.09 days per month)
>24	30 days (accrued at 2.5 days per month)

Vacation will be taken at a time mutually agreed on by the APO and the Supervisor. APOs must report any vacation taken on the Monthly Exception Report.

A vacation balance of a maximum of 22 days entitlement up to the 10<sup>th</sup> anniversary, 25 days up to the 24<sup>th</sup> anniversary, and 30 days thereafter may be accumulated at any given point.

APOs may request to borrow up to one half of the next year's vacation entitlement. A written request to borrow ahead on vacation may be made to the Supervisor stating the reasons for the request and when the borrowed vacation will be used.

Vacation entitlement is not earned during periods of LWOP in excess of one month in duration.

[Vacation policy](#)

APOs who are on a casual appointment earn vacation as follows:

Vacation entitlement is accrued at 4% and is paid in each pay period.

### 8.4.2 Statutory Holidays

APOs will be entitled to Statutory Holidays as provided by applicable legislation. If an APO is required to work on a Statutory Holiday, an alternate day off will be provided. This day will be mutually agreed upon by the employee and the supervisor.

Any other holidays observed by the University, such as Easter Monday, shall also be provided. However, any APO required or choosing to work during any of these days will not be provided additional compensation but may be provided with alternative time off.

## 8.5 Tuition Benefit

### 8.5.1 Employee Tuition Benefit

All APO employees (excluding Casual APOs) are eligible for the Tuition Benefit. Term APOs must complete 6 months of service for eligibility.

The Board shall allow each APO a waiver of one hundred per cent (100%) tuition fees for undergraduate credit courses at the University of Lethbridge, up to a maximum of 15 credit hours per semester. Other fees, such as Students' Union Fees and the Sport and Recreation Services Fees, are not waived. University of Lethbridge co-operative courses will qualify for the Employee Tuition Benefit.

If enrolled in graduate courses, the University of Lethbridge will waive the tuition fees up to the undergraduate credit course tuition fee. The remaining portion of the tuition fees may be eligible for reimbursement through Article 9.4 (Graduate/Professional Certification).

An administration fee of \$15.00 per semester course shall be charged to the APO, to a maximum of \$45.00 per APO per semester.

Tuition Benefit forms are available from Human Resources.

Normal regulations on tuition and other course fee payments and deadlines will apply.

The taxation of the tuition benefit shall be in accordance with Canada Revenue Agency regulations.

### **Tuition Benefit during LWOP**

APOs will be eligible for the Tuition Fee Benefit during any approved unpaid leave.

If, after returning from an unpaid leave, an APO who voluntarily leaves the service of the U of L prior to the expiration of the term of the appointment or within 12 months from the initial date of return, whichever period is less, will be required to refund a portion of the Tuition Benefit.

- Example: APO works 6 months following the leave and then leaves university. They are required to reimburse the University for 50% of the tuition benefit.

Sessional APOs are eligible for the Tuition Benefit during sessional lay-off.

## **8.5.2 APO Spouse and Dependent Tuition Benefit**

University of Lethbridge undergraduate courses, graduate courses, and co-operative courses qualify for the Spouse and Dependent Tuition Benefit.

Eligible spouses and children of Sessional APOs are eligible for the Spouse and Dependent Tuition Benefit during sessional lay-off.

An administration fee of \$15.00 per semester course shall be charged to the APO, to a maximum of \$45.00 per student per semester.

Tuition benefit forms are available from Human Resources.

Normal regulations on tuition and other course fee payments and deadlines will apply.

The taxation of the tuition benefit shall be in accordance with Canada Revenue Agency regulations.

### **Amount of Tuition Benefit**

The tuition benefit is prorated if the APO is part-time. If both parents are APOs, the tuition benefit is prorated only if both are part-time.

The maximum benefit is 50% of the equivalent dollar value of up to 15 University of Lethbridge undergraduate credit hours per student per semester. The maximum for any student is 50% reimbursement regardless of whether or not more than one parent is an employee.

## **8.5.3 Death in Service**

The spouse and eligible dependents of an APO with no less than one year of service, who dies while employed by the University, shall be entitled to a waiver of one hundred per cent (100%) of the tuition fees for undergraduate credit courses taken at the University of Lethbridge for a period of four (4) years following the death of the APO, up to a maximum of 15 credit hours per student per semester. Other fees, such as Students' Union Fees and the Sport and Recreation Services Fees, are not waived.

The taxation of the Dependent Tuition Benefit shall be in accordance with Canada Revenue Agency regulations.

## **9.0 Professional Development**

### **9.1 Preamble**

The University will support APOs in the acquisition of knowledge or skills necessary for achieving institutional objectives through training and professional development programs. Employees are responsible for pursuing self-development alternatives that address current and future organizational needs.

An APO may be assigned duties that are outside of his or her area of expertise to respond to organizational requirements or provide the APO with developmental opportunities. In such cases, the APO will be provided with training and support to develop the capability of performing the new duties.

Unless professional development leave has been approved, APOs who are registered in credit/accreditation/designation courses are expected to attend classes and study on their own time. Should class times conflict with regular working hours, the APO is expected to make up that time or book it as vacation. Arrangements must have the approval of the Supervisor.

### **9.2 Professional Supplement**

#### **Purpose**

The Professional Supplement is intended to motivate interest and provide opportunities for continuous learning in a changing university environment.

#### **Eligibility**

Full time continuing, sessional (pro-rated), and term (pro-rated) APOs are eligible for the Professional Supplement. Eligibility for funds each year (July 1 – June 30) is based on the APO's balance as of June 30 of the previous year.

#### **Fund**

The Professional Supplement is \$1,000 (prorated for sessional and term appointments based on start date) for eligible APOs per year, applicable to job related or career development expenditures. This amount is reviewed and subject to change each year.

Effective July 1, 2013, APOs may carry forward a maximum of up to 4 years of accumulation of the annual professional supplement entitlement. Balances which exceed 4 years of accumulation are not reduced to meet this limitation; however, neither do they accrue additional funds until such time as the June 30 balance is less than the maximum.

Upon termination, all unused Professional Supplement Funds (as determined by University regulations) will be distributed equally to the Professional Supplement of eligible APOs on record as of September 30 each year. If the amount to be allocated to each APO is 10% or less of the annual plan entitlement, allocation will be postponed until another year when the amount is more than 10% of the annual plan entitlement.

The policy is available ([Professional Supplement Funds](#)) and the claims process is available online through the University's website ([The Bridge](#)).

## **9.3 Professional Development Leave**

Professional development leave provides an opportunity for APOs to upgrade their qualifications through education or retraining.

Professional development leave may be in the form of assigned duties or leave initiated, in writing, by the APO. In either case, APOs remain University employees.

For leaves that have been assigned, APOs will continue to receive their normal salary. APOs may earn up to 80% of their salary for self-initiated leaves. The amount of support provided will be determined by the Supervisor and the Vice-President (Finance & Administration), on a case-by-case basis.

The following information applies to leaves initiated by an APO.

### **9.3.1 Eligibility**

An APO who is approaching six years of University service and is classified as full-time continuing is eligible to apply for up to six months of professional development leave

Leave may be taken six years following

- the date of hire, or
- the end of the last professional development leave.

Exceptions may be made in cases of assigned leaves.

### **9.3.2 Application Procedures**

The APO must apply for professional development leave at least one year in advance. The application for leave must be in the form of a business case submitted to the APO's Supervisor.

Recommended content of the business case includes:

- Overview of activities to be undertaken during the leave.
- Impact to professional credentials and performance as a consequence of the leave.
- Direct and indirect benefits to the University.
- Plan for the continued operation of the business unit including support requirements.
- Plans for the use of the then-current vacation accrual.
- Funding provisions to cover expenses incurred during the leave that may include a request for University funding. APOs must explore all options for funding assistance, including grants and scholarships.

### **9.3.3 Approval Process**

1. The Supervisor reviews the professional development leave proposal for reasonableness and completeness and assesses the impact on operational requirements. The Supervisor (and the Executive Director, if applicable) must decide to approve or reject the leave proposal in consultation with Human Resources.
2. If the proposal is approved within 10 days of receipt of the proposal the Supervisor submits the proposal and their written assessment of it to the Vice-President (Finance & Administration).

3. All decisions to approve professional development leave must receive the final approval of the Vice-President (Finance & Administration). The final decision is documented and sent to the APO and the Supervisor.
4. If the application is rejected, the APO will receive written feedback from the Supervisor as to why the leave was denied.

### **9.3.4 Salary and Benefits**

The salary of an APO on professional development leave will be adjusted to reflect changes to salary incurred by other APOs (e.g., Cost of Living Adjustments or scale increases). Salary adjustments will be allocated in proportion to the salary being paid while on leave.

Benefit coverage will be determined by specific carrier agreements. Eligibility for the Universities Academic Pension Plan (UAPP) during periods of partial salary shall be subject to the [UAPP regulations](#). Vacation entitlement will not accrue during the leave.

### **9.3.5 Post-Leave Responsibilities**

Any APO who has been granted professional development leave whether assigned or self-initiated, must provide a report at the end of the leave outlining the objectives and results achieved. The *Annual Statement of APO Objectives and Results* may be used for this purpose. The APO must submit copies of the report to the Supervisor, Human Resources, Executive Directors' Council, and the Vice President (Finance & Administration).

### **9.3.6 Service Following Leave**

An APO who resigns from their position without completing the full service commitment must repay the applicable prorated portion of the salary paid while on leave. For example, an APO on a six-month professional development leave, at 80% salary, who resigns after 12 months of the required 24 months of service must repay three months of the salary paid to them while on leave (12/24 months x 6 months leave at 80% salary = 3 months at 80% salary).

If the APO has not repaid the University before the last day of employment, the University will deduct the amount of the loan from any salary, wages, overtime pay, or any other entitlements owed to the APO. If these funds are not sufficient, or if the University has not received the repayment through other means by the last day of the APO's employment with the University, interest will accrue on the amount owed at 5% above prime per annum.

## **9.4 Graduate/Professional Certification (Reimbursement) and Tuition Loans**

Reimbursement is two-thirds of the amount of tuition and related registration expenditures (e.g. travel, books), up to a maximum of \$10,000 over a period of five years. APOs must provide proof of successful completion for each course to receive reimbursement.

### **Fund Contributions**

Until adjusted by the Board through the President, the Board of Governors' annual contribution to the APO Educational Development Fund is \$10,000 (July 1 - June 30). Amounts not used in a particular year will accumulate until the value of the fund reaches 2.5 times the annual contribution level for that year.

## **Eligibility**

Any APO occupying a full-time *continuing* position and who has successfully completed the probation period is eligible to apply for Graduate/Professional Certification funding. Part-time continuing APOs are also eligible to apply for funding, which if approved, will be prorated to the position percentage.

With the special permission of the AVP-HR and Administration, full-time *term* employees may also apply; however, the amount reimbursed may be modified in consideration of several factors including the length of the term, the length of time in the position, and the funding available.

APOs who apply and are approved to participate in the program are eligible to apply again after five years from the completion date of their previous educational development period.

## **Application Process**

1. The APO develops an application that includes the following: program description (summary with program description from calendar); program length; costs; and benefits from the degree/certification; other sources of funding being accessed; and how time away from U of L employment will be managed.
2. The APO seeks the written approval of his/her Supervisor for the time management plan described above.
3. The APO submits the application to the AVP-HR and Administration for review and approval. Applications must be submitted by May 1 for the following year (July 1 – June 30) to be eligible for reimbursement.

## **Reimbursement**

Reimbursement is two-thirds of the amount of tuition and related registration expenditures (e.g. travel, books), up to a maximum of \$10,000 over a period of five years. APOs must provide proof of successful completion for each course to receive reimbursement.

Provided the total reimbursement under Article 9.4 does not exceed 100% of the cost of tuition and related registration expenditures, APOs may also access the Employee Tuition Benefit (Article 8.5.1) for University of Lethbridge courses and Professional Supplement (Article 9.2) for funding as outlined in those articles.

If the APO voluntarily leaves the service of the University of Lethbridge within 24 months of receiving funding under Article 9.4, he or she must refund a portion of the funding on the following basis: the full amount of the tuition paid by the University less an amount equal to 1/24 for each full month employed less than the two years from the funding date. If the APO has not repaid the University before the last day of employment, the University will deduct the amount owing from any salary, wages, or any other entitlements owed to the APO. If this amount is insufficient, interest will accrue on the amount owed at 5% above prime per annum.

## **Tuition Loans**

APOs may request a loan from the University to assist in paying tuition before the successful completion of the course(s).

If the APO leaves the service of the University of Lethbridge before completing the course for which a loan has been granted, the APO will repay to the University of Lethbridge the full amount of the loan.

If the APO has not repaid the University before the last day of employment, the University will deduct the amount of the loan from any salary, wages, overtime pay, or any other entitlements owed to the APO.

If the University has not received the repayment by the last day of the APO's employment with the University, interest will accrue on the amount owed at 5% above prime per annum.

## **Tax Regulations**

The taxation of the reimbursement shall be in accordance with Canada Revenue Agency (CRA) regulations.

In accordance with CRA regulations, employment related training and education is generally considered non-taxable. APOs who have their eligible tuition fees paid for or reimbursed by their employer, and have not received a taxable benefit, are not entitled to claim the tuition tax credit or the education amount on their personal income tax return.

If the tuition fees paid or reimbursed on behalf of an APO are considered a taxable benefit, then the amount will be included on the APO's T4, and the APO may claim the tuition fees as a deduction in computing taxable income.

## **10.0 Employee Records**

The University collects, uses, and retains personal information about employees that is required for business or legal reasons.

### **10.1 Responsibilities**

The APO is responsible for providing Human Resources with requisite current personal information such as: résumé, change of address/phone number, changes in dependents or beneficiary.

The Supervisor or Senior Executive is responsible for forwarding job-related information to Human Resources.

Human Resources is responsible for maintaining its APO records in a confidential manner.

### **10.2 File Access**

To preserve the privacy of employee information, access to employee records will be limited to:

- The individual APO
- Supervisory/Managerial employees to whom the APO reports
- Authorized officers of the University requiring access to the file for business or legal reasons

Written complaints or letters of performance not written by the Supervisor will only be provided to employees through a fair summary of the contents so as not to identify the author. These letters become a part of an employee's personnel file only after being reviewed by the Supervisor and the APO employee.

Access to view the APO record is arranged through Human Resources and can only be viewed in the presence of a Human Resources representative. The records must remain in the Human Resources Department during viewing.

## **11.0 Dispute Resolution**

The University is committed to supporting the effective and timely resolution of problems and will provide employees with a constructive means to register a complaint without fear of reprisal.

It is of the utmost importance that complaints and problems be resolved as quickly as possible. Problems (written or oral) must be brought to the attention of the immediate Supervisor as soon as possible. The Supervisor or others who play a role in the dispute resolution process must act with the intent of providing a fair and equitable resolution to the issue brought before them.

If the employee does not proceed to the next step within the time periods specified, the dispute shall be considered withdrawn. All time limits can be extended by written mutual consent of the employee and the



University. Time limits are exclusive of Saturdays, Sundays, statutory holidays, and any other days the University administrative offices are officially closed.

- Step 1: An APO who wishes to resolve a complaint arranges a meeting to informally discuss the issue with his or her Supervisor within 10 days of the issue that gave rise to the complaint. The Supervisor and APO must have a representative of Human Resources present for assistance. If the complaint remains unresolved, the APO may present the complaint to the Senior Executive at Step 2 within 5 days of the conclusion of the informal meeting.
- Step 2: The Senior Manager meets with the APO, the Supervisor, and a representative of Human Resources to resolve the concern. The Senior Executive provides the APO with a written decision within 5 days of this meeting.
- Step 3: If a satisfactory resolution has not been reached at Step 2 and the APO wishes to pursue the complaint further, the APO shall provide a formal letter of dispute to the Senior Executive within 10 days of the decision at Step 2 detailing the complaint and the remedy sought. At this time the dispute will be referred to mediation with the parties outlined in Step 1 in attendance. The mediation is an informal non-binding conference or conferences between the parties in which a mediator will seek to guide the parties to a resolution of the dispute. The parties are free to select a mutually acceptable external mediator from a list of certified mediators supplied by Human Resources. The mediation process shall continue until the case is resolved, one of the parties wishes to terminate the mediation, or the mediator files a report stating there is no possibility of resolution. If mediation fails the parties may proceed to Step 4 below.
- Step 4: If the complaint is not resolved at Step 3, the APO may submit the letter of dispute to the Vice-President (Finance & Administration) within 5 days of the conclusion of the mediation process. The Vice-President (Finance & Administration) will convene a review panel consisting of the Vice-President (Finance & Administration) as Chair, a member of the APO group (not involved in the dispute and chosen by the APO) and a Senior Executive (not involved in the dispute) representing the Department within 10 days of receipt of the complaint. The panel will hear the complaint from the concerned parties. The panel may seek the advice of a member of Human Resources who has been involved in the dispute resolution process concerning the complaint. The Chair will seek the advice of the panel members before rendering a written decision on the matter which is final and binding on the parties. The decision of the Chair will be transmitted to the parties within 10 days of the completion of the hearing.

Any agreement or resolution that results from the Dispute Resolution procedure shall be summarized in a document signed by the APO employee and the University.

The dispute resolution process does not apply to actions taken by the University under Section 12 of the Manual.

## **12.0 Termination**

The University will use appropriate employee relations practices that are fair, with reasonable financial treatment (as tested by the Southern Alberta labour market) in the event that employment with the University is terminated.

### **12.1 Resignation**

An APO who intends to resign must submit a letter of resignation to their Supervisor which is forwarded to Human Resources. The letter of resignation is required a minimum of 30 calendar days before the effective date of resignation.

## **12.2 Retirement**

APOs may choose to retire following their 55<sup>th</sup> birthday. A letter of resignation is required a minimum of 30 calendar days before the effective date of retirement. APOs considering collecting their Universities Academic Pension Plan (UAPP) need to contact the Pension and Benefits Unit within Human Resources for timelines and ramifications.

## **12.3 Position Abolishment**

An APO position may be abolished by the Board due to business reasons such as anticipated or actual financial exigency, redundancy, economic requirements, or organizational or technological change.

The APO is entitled to reasonable notice in writing or, at the employer's option, pay in lieu of notice, or a combination thereof. For the purposes of this section, pay in lieu of notice consists of monthly salary and employer contributions to benefits with the exception of professional supplement entitlement.

The provisions for notice and severance as a consequence of a position abolishment are:

1. The combination of notice worked and pay in lieu of notice shall be in the amount of 1 month for each full year of continuous service with the University and a proportion of a month's notice for any partial year of service. The combination of notice and pay in lieu of notice shall not be less than 3 months and shall not exceed 15 months. For long-term APOs, the Board may approve pay in lieu of notice that exceeds 15 months.
2. The University can require the APO to work 3 months of the notice period. The APO can work beyond 3 months of the notice period by mutual agreement between the APO and employer.
3. The Board will continue all employer-paid benefits premiums for the period of notice worked. If the University elects to pay the APO a lump sum in lieu of all or part of the notice, then it will pay to the APO an amount equal to the insured benefits premiums and pension contributions that would have otherwise been payable during the period of notice with the exception of any professional supplement entitlement. The lump sum payments for notice and benefits will represent the maximum compensation, benefits, or damages that the employee can recover from the employer, unless otherwise agreed.
4. In recognition of the importance of providing assistance to terminated employees to re-establish themselves, the Board through the President will provide professional outplacement counseling services, as mutually agreed by the employee, the President, and the Board, valued at a maximum of an amount equivalent to the APO employee's gross salary for 1 month. Cash payments equivalent to these services will not be available.

An APO who has agreed to work beyond the initial 3 months of the notice period and who, after having worked the initial 3 months of notice, accepts a position outside the University may, with 30 days written notice to their Supervisor, receive pay in lieu of notice for the remainder of the notice period.

If the University elects to provide a working notice period, then during this period the University will make reasonable effort to relocate the APO to an equivalent and available position elsewhere in the University. Should an equivalent position be identified no pay in lieu of notice will be payable, as long as the APO is able to maintain their current salary in the equivalent position.

Once an APO leaves the employ of the University, they will be considered for any positions for which they apply and for which they have the qualifications required.

## **12.4 Dismissal with Cause**

An APO may be dismissed with cause without notice or pay in lieu of notice. A Supervisor who believes they have cause to dismiss an employee must consult with Human Resources before taking disciplinary action. If necessary, an APO may be suspended with pay pending further investigation.

In determining if dismissal is an appropriate consequence for an act of misconduct, the University will take into consideration the nature of the problem, the employee's record, the specific circumstances, and other relevant information. Examples of actions that may constitute cause include, but are not limited to:

- Serious violation of University policy
- Theft, dishonesty, or criminal activity
- Illegal drug use while on duty
- Substance or alcohol abuse while on duty
- Insubordination or abuse of a colleague
- Malicious damage to University property
- Misrepresentation of credentials
- Threats or actions that harm the University, its employees, or its students
- Unwarranted disclosure of confidential University information

Where an APO employee is terminated for cause there will be no entitlement to notice or other payments except those required by law.

An employee dismissed for cause will not normally be eligible for re-employment by the University.

## **12.5 Other Circumstances**

The University can terminate an APO employee or position for circumstances other than those described above. Examples include, but are not limited to: performance reasons, fit within the organization, failure to complete probation, or potential for development. In these circumstances, the University endeavours to apply fair and reasonable treatment to the individuals involved.

The amount of notice or pay in lieu of notice and severance will be established for each case based on the circumstances surrounding the termination. However the combination of notice and pay in lieu of notice shall not be less than 1 month and shall not exceed 15 months. For the purpose of this section, pay in lieu of notice consists of monthly salary and employer contributions to benefits, with the exception of professional supplement entitlement.

Wherever possible, the University will apply the Progressive Performance Improvement policy before APOs are terminated under this clause.

## **12.6 Coaching Appointments**

A progressive process of performance improvement (Section 7.4) is used to correct most performance problems and to give employees an opportunity to correct unacceptable or inadequate performance.

### **Continuing Coaching Appointments**

The Supervisor may terminate a coaching appointment and provide notice or pay in lieu of notice as follows:

- No notice or pay-in-lieu of notice is required for dismissal with cause.
- Otherwise, termination provisions will be as stipulated in the letter of offer.

### **Term Coaching Appointments**

An appointment for a specified duration that does not imply a further appointment upon the expiry of the term. The duration of a term appointment may be shortened by the Supervisor, by providing one month of written notice for each full year of continuous service and a proportion of a month's notice for any

partial year of service, unless otherwise stated in the employment contract. Term appointments may be full-time or part-time.

First coaching appointments are typically term appointments for up to three years. Notice periods for term coaching appointments are as stipulated in the letter of offer.

### **12.7 Exit Interview Program**

When a notice of an APO's resignation is received, Human Resources may ask the employee to participate in an exit interview. This is a voluntary program for APOs leaving the institution to gather information that can provide effective feedback about the University's employment and management practices. The University holds this information in confidence and does not place it in an employee's file.

A Human Resources Consultant may administer the exit interview. In cases where circumstances do not allow a personal interview, the departing employee may be asked to complete an exit interview questionnaire.

## **13.0 Conflict of Interest / Commitment Policy and Ethical Conduct**

All APO employees are required annually to complete a [Conflict of Interest and/or Commitment and Confidentiality Disclosure Form](#) and review the [Ethical Conduct policy](#). A copy of the Disclosure Form is kept electronically.

# Schedule A

Effective July 1, 2015

## Salary Grades & Ranges

	Min	Mid	Max
GRADE 1	42,707.00	53,720.00	64,733.00
GRADE 2	49,113.00	61,778.00	74,443.00
GRADE 3	57,764.00	72,660.00	87,556.00
GRADE 4	66,428.00	83,558.00	100,689.00
GRADE 5	76,393.00	96,092.00	115,792.00
GRADE 6	87,852.00	110,506.00	133,161.00