

This Agreement Made in Duplicate

This **4th** Day of June, 1996

Between

**The University of Regina**

**A** Body Corporate,

Hereinafter Referred To As

“The University”

And

**The University of Regina Faculty Association**

Hereinafter Referred To **As**

“The Association”

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## **ARTICLE 1 - PREAMBLE**

- 1.1 The Board of Governors and the Faculty Association recognize that the major purposes of the University of Regina **are** to provide a facility for higher education, to provide students with an environment in which they may develop intellectually, emotionally and socially, to promote the advancement and dissemination of knowledge, to serve the community and to encourage a climate of freedom, responsibility, and mutual respect **in** the pursuit of these goals. The parties to this agreement agree, in the furtherance of these aims, to promote harmonious relations and to attempt to settle peacefully and co-operatively any misunderstandings or disputes.

## ARTICLE 2 - ACADEMIC FREEDOM AND RESPONSIBILITIES

2.1 Academic freedom is essential to the teaching, research and scholarship functions of a university. The parties agree that they shall protect the academic freedom of each member of the academic staff.

2.2 As applied to academic duties described in Article 16 and elsewhere in the agreement, academic freedom provides that each academic staff member shall engage in teaching, scholarship, research and other related activities, free from arbitrary interference. The University will defend the academic freedom of members from interference from any source. **The** University will not be held accountable for infringements of academic freedom originating beyond the control of the University. **All** academic staff members shall undertake their duties with due regard to:

standards and procedures collegially agreed to;

the academic requirements of the university community;

the reputation of the university community; and

the obligation to base research and teaching on an honest search for knowledge.



### ARTICLE 3 - NO DISCRIMINATION

3.1 The parties agree that there shall be no discrimination practiced by reason of age (except for retirement age as provided for in the Academic Pension Plan), ancestry, race, creed, colour, national origin, political or religious affiliation or belief, sex, sexual orientation, marital status, physical handicap (except where the handicap would clearly prevent the carrying out of the required duties and subject to the provisions of the Salary Continuance Plan), and membership or activity in the Association.

The parties further agree that there shall be no discrimination practiced with respect to any academic staff member who, in a professionally responsible manner, expresses disagreement with the University's policies and practices.

In addition, recourse is available through the application of relevant statutes related to protection from discrimination.

3.2 The parties to this agreement are committed to the principles of employment equity for all, including aboriginal peoples, persons with disabilities, visible minorities, and women.

The Faculty Association will have representation on the Employment Equity Consultative Committee.

A method to monitor equity, agreeable to both the University and the Faculty Association, will be developed.

3.3 The University will:

- develop and implement a plan to eliminate or modify any policies, practices, and systems which have an unfavourable effect on the employment and advancement of designated group members;
- establish goals for hiring, training, and promoting designated group members, and implement action for achieving these goals;
- establish and follow a timetable for achieving employment equity goals, including appropriate representation of designated groups within the academic staff.

- 3.4 When recruiting academic staff members, the University will:  
ensure that all advertisements reflect the University's commitment to employment equity;  
ensure whenever possible that search committees have appropriate gender representation and an observer from outside the unit present during the deliberations.
- 3.5 The University will undertake appropriate steps to redress historic imbalances in representation for any of the designated groups. The parties agree that appropriate steps include but are not limited to advertising and making appointments, and will not be deemed a violation of this article.
- 3.6 Further, the parties agree that there shall be no discrimination practiced with respect to any academic staff member by reason of family relationship. The parties agree that no member of the academic staff **or** officer of the University shall take part in formal discussions regarding the application of the terms and conditions of employment of a member of that person's family. In addition, an academic staff member may not employ any immediate family member in any capacity on a University-administered research grant which the member holds except with the approval **of** the President.
- 3.7 Both parties further agree that when conflicts of interest exist, pursuant to Article 3.6, they will be disclosed with a view to resolving the matter in an open and unbiased manner.
- 3.8 **Sexual Harassment**  
The University and the Faculty Association declare that they do not condone **sexual** harassment.
- The** parties agree that sexual harassment as defined in the Sexual Harassment Policy of the University of Regina is an abuse of professional authority and may be the subject of discipline.
- When developing **or** amending sexual harassment policy statements, the University will provide for representation from the Faculty Association on the advisory committee **or** any other appropriate committee.
- Any discipline imposed on an academic staff member for sexual harassment shall be subject to the grievance/arbitration process.

## ARTICLE 4 - RECOGNITION

### 4.1 **Scope**

The University recognizes the Association, which is a member of the Canadian Association of University Teachers, as the exclusive bargaining agent of the members of the bargaining unit, as defined by the Certificate of the Saskatchewan Labour Relations Board dated at Regina, Saskatchewan, on the tenth day of May A.D. 1977, as may be amended from time to time by the said Board or by mutual agreement of the parties to this agreement.

### 4.2 **Contracting Out**

While fully recognizing the spirit and the provisions of Article 14, the University may enter into an agreement with a corporation, organization, or agency for the teaching of credit classes, on a temporary basis, where such services are not available through the normal procedure of hiring individuals personally. In addition, the University also may contract with persons for the teaching of credit classes, where such teaching is related to their professional qualifications or employment.

The University will not enter into a contract for such teaching services with either a person ~~or~~ a corporation where the individual who provides these teaching services is otherwise employed **by** the University, or is not employed by the corporation.

The University will inform the Faculty Association of all such contracting out arrangements at least one week prior to the first day of classes of the semester **when** the teaching is to take place, except in unusual circumstances.

The information provided to the Faculty Association will include the following: a list of all previous contracts with this contractor within the **last five** years, the class or classes to be taught, the qualifications of the person or ~~persons~~ who will do the teaching, and the contract price.

In exceptional circumstances when the University cannot ~~get~~ the information about the contract to the Faculty Association in the time stipulated above, the information will be sent as soon as possible, with a full explanation of the reason for the delay.

All contracting out arrangements are subject to ~~approval~~ by the Association. The

Association will normally approve all contracting out arrangements which have been approved on three previous occasions. In all cases the approval will not be unreasonably withheld.

- 4.3 The University may arrange for the secondment of an employee from another place of employment, with the approval of the Faculty Association. Such approval will not be unreasonably withheld.

## ARTICLE 5 - ACADEMIC PLANNING

- 5.1 The University and the Association recognize the importance of the University engaging in a planning process to permit the University to fulfill its obligations. Such planning shall be undertaken in the spirit of collegiality and with open communication. The parties recognize that such planning involves the need for flexibility in the allocation of resources, consistent with fair treatment of academic staff members, and in accordance with the provisions of this collective agreement.

Furthermore, the University agrees that the number of Instructor positions in any Faculty will not exceed ten per cent of the total appointments in that Faculty within the ranks of professor, associate professor, assistant professor and lecturer.

- 5.2 Within the context of the planning process, recommendations and decisions regarding the academic offerings of the University will be made by the bodies charged under The University of Regina Act with these responsibilities.
- 5.3 When instituting, developing, reducing, or eliminating programs, the University recognizes the need to institute these changes in accordance with its responsibility to society and in such a way as to minimize the disruption to the careers of academic staff members.
- 5.4 The University and the Association recognize that the quality of instruction depends significantly upon the maintenance of a full-time academic staff to teach the credit class program. The University acknowledges that a continuing increase in the proportion of credit classes taught by other than full-time staff should be avoided.

In October of each year the University will produce appropriate comparative statistics on appointment categories and a copy will be provided to the Faculty Association. The University will meet with Association representatives to discuss the information with a view to identifying any anomalies which may exist. The University undertakes to deal effectively with these anomalies within one calendar year.

5.5

### **Retraining**

The University may offer a member leave of absence with full pay and benefits for up to eighteen months to train for another academic discipline. The University and the member will work out the program in consultation, and the University will give consideration to full or partial payment of tuition, travel and other similar expenses.

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During the leave the member shall remain a member of the academic unit with no loss of rank, salary, rights, seniority and benefits. After the completion of the retraining the member may be placed in another academic position with no loss of salary, rank, rights, seniority and benefits.

5.6 **Transfer and Reassignment**

An academic staff member may, by mutual agreement between the member and the University, be given a new academic unit assignment (Article 13.4) within the member's field of competence with no reduction in rank, salary, rights, seniority, and benefits. Offers to transfer by either the University or the member shall not be unreasonably refused. When an academic staff member's duties as outlined in Article 16 are no longer available, the University may temporarily assign other duties within the member's competence with no reduction in rank, salary, rights, seniority, benefits and academic unit assignment. When the University proposes either a transfer or a reassignment, it shall inform the Faculty Association of the proposal and its terms. A representative of the Faculty Association has the right to be present at all ensuing discussions. Copies of any document which finalizes such a proposal shall be provided to the Association.

5.7 **Consultation in Committee**

Consultation in committee, wherever it appears throughout the collective agreement, means that the consultative process will include but not be limited to the following elements: meetings scheduled at a reasonable hour; agendas circulated and minutes kept in the usual manner of the Faculty, department, or equivalent unit; secret ballots as needed, such as for elections; and a reasonable effort to consult those who are absent from but accessible to campus.

Following consultation in committee the academic administrator in receipt of advice from the committee will respond to this advice in a timely manner.

The Faculty, department, or equivalent unit, at a consultation in committee, may decide to establish a standing committee which shall have specified authority to act on its behalf in certain matters. Such a standing committee will have terms of reference agreed to by the Faculty, department, or equivalent unit, in consultation in committee and these terms of reference will address such matters as the scope, purpose, and selection of the standing committee, quorum, minutes, and similar

matters. Terms of reference for such a standing committee may **be** changed or eliminated by action taken **at** a consultation in committee of the Faculty, department, or equivalent unit as a whole.

**ARTICLE 6 - FACULTY ASSOCIATION -  
UNIVERSITY RELATIONS COMMITTEE**

6.1 There shall be a Faculty Association-University Relations Committee as follows:

**6.1.1 Purpose**

The Committee shall promote harmonious relations by acting as a liaison between the Association and the University to consider problems or potential problems which may arise from the interpretation and administration of the collective agreement and to discuss, with a view to resolving, problems or potential problems relating to working conditions and equity or market adjustments. The Committee shall have no power to bind either party in the application of the agreement, nor to change the agreement in any way.

**6.1.2 Membership**

The President shall designate not more than four members, and the Association shall designate not more than four members.

**6.1.3 Meetings**

Meetings of the Committee will be scheduled by the University, after consultation with the Association, at least twice per year, preferably once in the fall semester, and once in the winter semester. Time allotted for the meeting will be at least two hours unless otherwise mutually agreed.

In addition, meetings may be called by either party upon reasonable notice.

When a meeting is to be held, each party will notify the other of agenda items.

There shall be no permanent chair, but a chair may be selected by those attending the meeting. There shall be no official minutes and each party is responsible for keeping any notes it may desire.



**ARTICLE 7 - MEMBERSHIP AND DUES CHECKOFF**

7.1 Membership in the Faculty Association shall not be a condition of employment.

7.2 **As** a condition of employment all members of the bargaining unit shall remit to the Faculty Association **all** periodic dues required by the Faculty Association. Such dues are to be remitted at the time members are required to pay them.

7.3 The University shall inform each new member of the bargaining unit of the provisions of Articles 7.1 and 7.2 not later than thirty days after the member's date of appointment, and at the same time provide to the member the Faculty Association Information Package for New Members, as provided by the Association.

7.4 The University shall deduct from the salary of each member of the bargaining unit membership fees and assessments **as** directed by the Association, provided each member who wishes this method of payment **has** submitted a **written** authorization for such deduction to the Personnel Department.

7.5 The University shall obtain from each new member of the bargaining unit authorization to deduct from the member's salary cheque membership fees and assessments as directed by the Association. If such authorization **is** not obtained the University shall not be held liable for Association dues.

7.6 The University shall forward promptly to the Treasurer of the Faculty Association a cheque representing the amounts so deducted together with a listing of the names of those from whom deductions have been made, their ranks, and the amount of such deductions.

**ARTICLE 8 - MEMBERS OF THE ACADEMIC STAFF EXCLUDED FROM THE BARGAINING UNIT**

- 8.1 An academic staff member who is appointed to a position excluded from the Association shall cease membership and discontinue paying dues for the duration of the appointment, provided the appointment is for more than thirty-one calendar days. At the termination of the appointment to an excluded position, the academic staff member will automatically become eligible for Association membership, will commence paying dues, and will have **all** rights and privileges **as** if membership had been continuously held throughout the period of appointment to the excluded position.
- 8.2 Members of the academic staff excluded from the bargaining unit solely by virtue of their membership on the Board of Governors shall not be treated differently from members of the bargaining unit with respect to terms and conditions of employment by reason of their membership on the Board of Governors.

## ARTICLE 9 - ASSOCIATION ACTIVITY AND USE OF UNIVERSITY PREMISES

- 9.1 The University agrees to provide to the Faculty Association, exclusively for the conduct of Association business, office space, a telephone (not including long distance or FAX charges) and, under normal circumstances, the use of the internal University mail delivery service. The mail service **is** to be used **only** for Association communications.
- 9.2 Subject to availability, the University will allow the Association to use University reproduction services, computing facilities and audio-visual equipment, at University rates.
- 9.3 Subject to availability, the University agrees to provide the Association with suitable meeting rooms as required.
- 9.4 The University agrees to permit the Faculty Association to have bulletin boards installed in suitable locations and to post thereon notices and other similar information concerning the Association which may be of interest to its members. The Faculty Association agrees it will not use other bulletin boards about the premises.
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- 9.5 The University agrees that the Association officers, negotiators, and members acting on behalf of the Association may **use** time during regular University office hours for the purpose of preparing for and conducting negotiations, and conducting Association business. Since the duties of the academic staff member are to be continued, prior notification of absences is required.

It is recognized that from time to time members representing the Association may need to attend conferences, meetings and workshops. The Association may use up to fifty person-days annually for this purpose providing the members' teaching and related duties are carried out and prior arrangements are made with the appropriate Dean or equivalent. **If** requested to do **so**, the Association will account for days used.

Upon written request to the President to be made at least annually, the Chair of the Association and the Chair of the Grievance Committee shall normally be relieved of the equivalent of up **to** one-half **of** the average teaching load for a full-time faculty member. In the case of a person whose normal duties do not include teaching, equivalent relief will be provided.

- 9.6 **A** member's service to the Association shall be considered in evaluation of performance. However, a negative evaluation in this context shall not be deemed to be a violation of Article 3 of this agreement.
- 9.7 The Association shall have the right at any time to call upon the assistance of representatives of the Canadian Association of University Teachers. Such representatives shall have access to the University of Regina premises to consult with members, the Association officials or the University.

## ARTICLE 10 - INFORMATION

### 10.1 Information Concerning Employees

In July of each year, the University will make available to the Faculty Association the following information:

10.1.1 with respect to all current faculty, librarians, laboratory instructors, sessional instructors, and sessional lecturers:

- name
- date of appointment
- rank when appointed to current appointment
- year of first degree
- name of highest degree
- year of highest degree
- date of retirement (if applicable)
- salary rate
- gender
- department (if applicable)
- faculty
- rank (if applicable)
- whether full-time, part-time, or reduced appointment (if applicable)
- whether term, probationary, or continuing (if applicable)
- whether on leave for four months or more, and type of leave
- amount of Faculty Association dues deducted
- renewal fund payments

10.1.2 a **list** of all department heads

10.1.3 a list of all employees with academic status who are out of scope

10.1.4 a statistical summary **of** all career decisions (e.g. promotions granted and **not** granted, special increases granted, career growth increments granted or not granted or which would not be granted if available).

10.2 Every month thereafter the University will **make** available to the Faculty Association an update to the material for the previous month, indicating any additions, deletions, and changes.

10.3 Information for Collective Bargaining and Contract Administration  
For the purposes of collective bargaining and contract administration the University and the Association agree to make available to the other party upon written request and within a reasonable time thereafter information which is mutually agreed to be required. This shall not be construed as to require either party to compile information and statistics in the form requested if such data are not already compiled in the form requested, or to supply any confidential information.

10.4 Official File  
There shall be only one official file for each academic staff member **and** it shall be located in the Personnel Department.

The file shall only contain material pertinent to the academic staff member's employment with the University in an academic staff position. It shall not contain any anonymous material except for student course/instructor evaluations, developed pursuant to Article 17.19, that are attached to a performance review form. Each entry will be officially date stamped as of the day it arrives in the Personnel Department.

The member may add a signed and dated response to any material contained in the file.

A Dean or equivalent may have a working file of material which is destined for the official file. All material in the working file shall be transferred to the official file in a timely manner immediately following the Dean's decision. Such material is subject to the same provisions as the material in the official file.

All material pertaining to an academic staff member's employment with the University shall be placed either in the official file or in the working file.

The official file may be examined by the member or by another member upon the written authorization of the member, at any time during regular office hours, in company with a Personnel Department employee. The member may choose to be accompanied by a representative of the Faculty Association.

Upon written request to the Personnel Department, the member shall be provided with copies of a reasonable number of documents in the file, at the member's expense.

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A letter of reprimand shall be removed from the file upon written request from the member after a period of five years, provided there has been no documented disciplinary action of any kind in the interim. Notwithstanding the above, upon written request by a member to the Dean or equivalent, such material may be removed before the five-year period expires.

Material also may be removed according to the terms of other articles in this collective agreement.

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**ARTICLE 11 - CORRESPONDENCE**

- 11.1 A copy of each and every piece of correspondence passing between the Association and the University shall be sent to the Director of Personnel Services of the University and the Chair of the Association.



## ARTICLE 12 - APPOINTMENTS

- 12.1 All academic staff appointments shall be made by the University after consideration of recommendations presented by the appropriate Dean or equivalent. Such recommendations shall be made only after consultation with the appropriate Department(s) or equivalent.
- 12.2 The Dean or equivalent shall ensure that appropriate procedures are established and followed to enable academic staff members within the department or equivalent unit to participate appropriately in the process **of** recruitment. To this end, the academic staff members of a department or equivalent unit shall participate in the appointment process within the department or equivalent through established procedures.
- When establishing the procedures noted above, the Dean or equivalent (or designate) shall consult with the academic **staff** members of the appropriate unit in committee. Appointment procedures shall be reviewed from time to time by the Dean or equivalent (or designate) and the academic staff members of the appropriate unit. The University employment equity policy shall be appended to such procedures.
- Such a review is to be initiated either at the request **of** the Dean (or equivalent) or the academic staff members of the appropriate unit, as ascertained by **a** motion to that effect passed at a meeting of the academic staff members of the appropriate unit. Members of the unit will be informed of appointment procedures or any changes agreed to therein. **The** Faculty Association will be informed of the same.
- 12.3 Any written recommendations and statements by academic staff members of the Department **or** equivalent unit with respect to the proposed academic appointment shall be appended to the recommendation(s) forwarded by the Dean or equivalent to the University.
- 12.4 Except in unusual circumstances, all academic staff positions except sessional appointments will be advertised (see Article 13.2 respecting sessional instructors), and such advertisements will adhere to the University's employment equity policy with respect to advertising.
- 12.5 For a definition of "consultation in committee" see Article 5.7.

**ARTICLE 13 - APPOINTMENT CATEGORIES AND COMPENSATION**

**13.1 Ranks**

**13.1.1 Faculty Ranks**

Every appointment to the teaching staff is made at one **of** the following ranks:

Professor  
Associate Professor  
Assistant **Professor**  
Lecturer  
Sessional Instructor  
Sessional Lecturer

**13.1.2 Librarians' Ranks**

Every appointment of a librarian is made at one **of** the following ranks:

Librarian IV  
Librarian III  
Librarian **II**  
Librarian I

**13.1.3 Laboratory Instructors' Ranks**

Every appointment of a laboratory instructor is made at one of **the** following ranks:

Laboratory Instructor **III**  
Laboratory Instructor **II**  
Laboratory Instructor I

**13.1.4 Teaching Ranks**

Every appointment to the teaching staff shall be made at one of the following ranks:

Instructor **III**  
Instructor **II**  
Instructor I

In addition, the University may appoint Sessional Lecturers and Sessional Instructors to teach specific classes.

13.1.5 Any of the titles outlined in 13.1.1, 13.1.2 and 13.1.3 may be prefixed by the term "Visiting".

The term "Visiting" denotes a member who holds a position at another institution and is appointed to a temporary position at the University.

## 13.2 **Sessional Instructors**

When the following conditions are met, a person who would otherwise be appointed to teach at the University of Regina as a sessional lecturer will be appointed as a sessional instructor:

1. is not receiving pension benefits from a University of Regina pension plan;
2. has had the University of Regina as a primary employer for at least 75 per cent of the time during which the person was employed as a sessional lecturer or as an academic staff member;
3. was employed at the University of Regina (or one of the Colleges with which it is affiliated) during seven years prior to the date of the proposed current appointment, and has taught in at least twelve of the last 21 consecutive semesters (the seven year period) as one of the following:
  - a sessional lecturer;
  - a professor, associate professor, assistant professor or lecturer with appointments of less than 12 months for part of the time, and a sessional lecturer for the balance of the time;
  - as a professor, associate professor, assistant professor, or lecturer with full-time appointments (i.e. 12 months or more) for up to one-half of the period, and as a sessional lecturer for the balance of the time.
4. is not enrolled in a formal academic program whereby the individual's principal designation is "student";

5. is appointed for a minimum of an eight consecutive month appointment to teach credit classes deemed to be the equivalent of half-time for the purpose of eligibility for the pension plan.

Individuals appointed to the category of Sessional Instructor will hold "term" appointments for an unlimited number of years subject to Articles 19 and 25 of the collective agreement.

Persons who are eligible for appointment as Sessional Instructors will have the right of first refusal for those classes which will be taught on a part-time, reduced term, or on a sessional basis in the department where the majority of their teaching has been done, provided they are qualified to teach the proposed class, have taught the class, the equivalent or similar class, and have not received a negative evaluation.

Seniority shall be used to allocate classes to sessional instructors when there is more than one sessional instructor in a department. Seniority shall be determined by the year of eligibility of a Sessional Instructor. If Instructors have the same year of eligibility, the classes will be allocated in a fair and equitable manner over a two year period.

Sessional Instructors have the right of first refusal to a total of four **(4)** classes over an academic year. Normally the right of first refusal will not apply to more than two (2) classes in any one semester.

Sessional Instructors will be enrolled in the benefit plans for which academic staff are eligible, according to the terms of those plans.

### 13.3 **Instructor**

Instructors are appointed as follows:

Instructor I is appointed for one year or less. Normally, an Instructor I possesses a Bachelor's degree and some relevant teaching experience.

Instructor II possesses a Master's degree and has relevant teaching experience, or possesses an Honours degree or equivalent and has four years of relevant teaching experience.

Instructor III possesses a Ph.D. and has some relevant experience, or possesses a Master's degree and five years of relevant teaching experience.

13.4 **Academic Unit Assignment**

Academic members are assigned to Faculties (and, where appropriate, to departments). Interdisciplinary appointments may be made but shall indicate the primary Faculty **to** which a member is considered to be assigned, and this will determine the unit to which the member belongs for actions arising pursuant to Article 25. With the prior written concurrence of the member, duties **may be** assigned outside of the Faculty (or department) to which the individual member is assigned.

13.5 **All** academic staff members will be compensated **in** accordance with Appendix A.

## ARTICLE 14 - NATURE OF APPOINTMENTS

The University supports the concept that a full-time academic staff enhances the academic reputation of the University and will plan its employment practices, as it is financially able to do so, in accordance with this view.

14.1 The University will appoint academic staff members in one of the following categories:

14.1.1 **Full-Time Appointment**

A full-time appointment is one in which the member is working full-time on a year-round basis. No full-time academic staff member will be required to accept a less than full-time appointment.

14.1.2 **Part-Time Appointment**

A part-time appointment is one in which the member's assignment of duties requires less than year-round employment; however, the member would be engaged on the basis of full days for the time present at the University (e.g. appointed to work on a regular basis from July 1 - December 31).

14.1.3 **Reduced Appointment**

A reduced appointment is one in which the member's assignment of duties requires less than full-time employment; however, the member is normally appointed for a period of an academic year. A reduced appointment is made in each of the following situations: a member may elect to transfer from a continuing full-time to a continuing reduced appointment, or a new member may be appointed to a reduced position (e.g. appointed July 1 - June 30, but works half-days or half-weeks).

14.1.4 No member on less than a full-time appointment is required to accept an assignment of duties outside the times stipulated in the appointment; however, if a member should agree to a formal appointment to undertake such duties, it shall be for the regular pay and benefits of the position, pro-rated.

14.1.5 The University may, in some unusual cases, make appointments which are both part-time and reduced (e.g. appointed July 1 to December 31, and works 60 per cent of the time).

14.2 The University will specify one of the following conditions for all appointments whether initial or subsequent appointments:

14.2.1 **Term**

The appointment has a terminal date which is stipulated in the letter of appointment and there is no obligation on the part of the University or the academic staff member to extend or renew employment beyond that date. Should the University wish to extend or renew a term contract, it will endeavour to notify the term employee of its intention six weeks prior to the expiry of the term contract. The term employee is not obliged to accept such an offer of extension or renewal.

14.2.1.1 Term appointments other than sessional lecturers or to a "visiting" appointment will normally be for twelve months except in special circumstances such as:

- when the need for the appointment was unforeseen and therefore cannot be filled at the beginning of the academic year;
- when it is used because a member is on leave for a period of less than twelve months;
- when it results from planning decisions arising from Article 5;
- when the recruiting procedure takes longer than normal;
- when the candidate's availability limits the appointment.

14.2.1.2 The University will endeavour to make term appointments (including subsequent appointments) as soon as possible.

14.2.1.3 Appointments shall be made at the academic rank appropriate to the appointee's qualifications.

- 14.2.1.3 Appointments shall be made at the academic rank appropriate to the appointee's qualifications.
- 14.2.1.4 An individual other than a "Visiting" appointee or a Sessional Lecturer or Sessional Instructor may hold a term appointment, or appointments, for any portion of the academic year for a total of five consecutive years only. An appointment in the sixth consecutive academic year shall be a continuing one.
- 14.2.1.5 Time spent in a term appointment shall count towards the fulfilment of probation if the member subsequently receives a probationary appointment provided that, in the judgement of the Academic Appointments Committee, the time spent in the term appointment is appropriately related to the new appointment.
- 14.2.1.6 Members reappointed to term positions in the same subject areas, and those with multi-year contracts, shall receive any applicable scale increase and be eligible to receive increments subject to performance review.
- 14.2.1.7 Exceptions may be made to the normal procedures outlined in this article (14.2.1) with the prior agreement of the Faculty Association.

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**Probationary**

The appointment is probationary for a period of one year except in the case of the first period of appointment which may be for up to eighteen months. Probationary appointments may be renewed but no individual may serve more than five consecutive years in a probationary capacity. Not less than three months prior to the expiration of any probationary year, the University will inform the member of the member's employment status following the end of that probationary year. The University will make every effort to notify the member as soon as possible.



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When an academic staff member has a leave during an entire academic year, the period on leave does not count as part of the five year maximum probationary period.

Under special circumstances, such as when the member has had a leave or leaves each of which are less than an academic year in duration, the probationary period may be extended at the request of the member and with the concurrence of the University, for one or two additional years, to a total of six or seven years. Such concurrence shall not be unreasonably withheld. Reasons for a negative decision shall be communicated in writing to the member.

A member who has been granted either a maternity leave or sick leave and who chooses not to request an extension of the probationary period beyond five years shall not be discriminated against in the performance review process because **of this choice**.

14.2.3 **Continuing**

A continuing appointment is one which continues subject only to Articles 19 and 25 or retirement according to the requirements of the pension plan. In the case of faculty members, a continuing appointment will be referred to as an Appointment with Tenure.

14.2.4 Notwithstanding Articles 14.2.1, 14.2.2 and 14.2.3, Instructor III, II and I are term appointments and may be renewed and continued indefinitely (subject to Article 19). They will not be considered as "continuing appointments" or "appointments with tenure".

Normally, Instructors I will be appointed for one year.

Instructors II and III will be appointed wherever possible for three years, and further appointments for three years may be renewed annually.

Because of financial reasons or the reduction or elimination of an academic program, an Instructor's appointment may be cancelled with at least six months' written notice, with the termination to take place on June 30th.

If the circumstances causing the cancellation of an Instructor's position change, the Instructor will be recalled at the earliest opportunity to the position held at the time of discontinuance provided the recall occurs during the term of the former appointment. If several Instructors have been teaching the same course, and their appointments have been discontinued, recall will be based on seniority within the Instructor category.

**14.2.5 Member's Election to Transfer to Continuing Reduced Appointment**

Without prejudice, the University or a member who holds continuing appointment may propose a plan whereby that member's employment is reduced. A member may submit a request to the Dean or equivalent to initiate such an arrangement. The Association shall be informed of the terms of the offer and a representative of the Association has the right to participate in the ensuing discussion.

**14.2.5.1** The maximum reduction in duties from full-time service shall be to fifty per cent.

**14.2.5.2** A member whose application for a reduced appointment is approved shall have a "base salary rate" computed as if the member were continuing on a full-time basis. All relevant salary adjustments shall be applied to the base salary rate. The "actual salary" to be paid to the member shall be prorated from the base salary rate in direct relation to the approved reduction in duties for the reduced appointment.

**14.2.5.3** The member shall be eligible for promotion, sabbatical leave and other provisions of this collective agreement.

**14.2.5.4** The member may return to full-time duties within the first twenty-four months following the effective starting date of the member's first reduced appointment, provided that the member gives six months' notice in writing to the Dean of the member's intention to do so. Following this twenty-four month period a member on reduced appointment may not return to full-time duties

or change the percentage reduction in duties unless approved by the University.

14.2.5.5 Vacation entitlement shall be as stipulated in this collective agreement.

14.2.5.6 **Regular Reduced Appointment**  
The member shall continue to participate in the pension plan, and contributions shall be based on actual salary.

14.2.5.7 **Reduced Appointment Prior to Retirement**  
If the member at the time of assuming the reduced appointment is eligible for retirement under the terms of the Academic and Administrative Pension Plan (age 55) and **is** not an active member of a pension plan associated with another employer, the contributions shall be based on the base salary if the member so chooses.

The pension contributions shall be shared between the University and the member in the normal fashion as outlined in the Pension Plan for the Academic and Administrative Employees of the University of Regina.

If such a member agrees in writing to take early retirement within two years of commencing the reduced appointment, the University will pay the full cost of the pension contribution for the portion between **the** actual salary and the base **salary**; or compensate the employee with **salary** if the University **is** prohibited from making such payments.

14.2.5.8 The contributions and coverage for other benefit plans shall be based on the **terms** of the plans themselves and the member's actual salary.

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14.3 **Appointment Offer and Acceptance**

Each academic staff member engaged by the University will be sent a letter offering appointment, setting forth the conditions of the appointment. In order to accept an appointment the member must submit a written acceptance within the time limit specified in the offer.

## ARTICLE 15 - ADMINISTRATIVE APPOINTMENTS

### 15.1 Heads of Academic Departments

The head of an academic department is appointed in writing by the University. Appointments may be regular or acting. Factors such as academic seniority, academic leadership, administrative competence and the particular needs of the department will be taken into consideration when making an appointment.

Where a member of the academic staff is appointed to a position entailing an administrative component of magnitude similar to that of the head of an academic department, the process of appointment and the amount of remuneration shall be the same as that for the head of an academic department. The administrative component is one which is apart from the duties that are otherwise attached to the member's academic position. Such appointments are made in writing by the University.

#### 15.1.1 Appointment

##### 15.1.1.1 Regular Appointment

A regular appointment is made for a term of up to five years. When a regular appointment is to be made, the Dean or equivalent shall first consult the appropriate department(s) according to procedures established within the faculty. Such procedures will include a requirement for the Dean or equivalent to invite members who are available (not on leave) to a consultation, and for a secret ballot on the candidate(s). Normally, the Dean's recommendation shall be based on advice obtained through this process but such advice is not necessarily binding.

##### 15.1.1.2 Acting Appointment

When a vacancy exists, either because there is no incumbent or because the incumbent is temporarily absent, the University may make an acting appointment for a period of not more than twelve months.

Time permitting, the Dean or equivalent shall first consult the appropriate department(s) according to procedures established within the Faculty.

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15.1.2 **Termination of Appointment**  
The incumbent of an administrative position may resign such administrative duties at any time upon two months' notice, or the University may terminate the appointment at any time. The member will be notified in writing.

15.1.3 **Duties**  
The head of an academic department is responsible to the Dean in the first instance for **the** satisfactory performance of the work of the department. The head shall have general supervision over the direction **of** the department and shall assign teaching duties to the members of the department, following consultation with the department, in committee. In case **of** absence from the campus, the head must make prior arrangements with the Dean for the absence and for the satisfactory administration of the department during the period of absence.

15.1.4 **Stipends**  
Heads **of** academic departments shall receive in addition to their regular academic salary an administrative stipend as provided in Appendix **A**.

**A** faculty member appointed acting head **of** an academic department for a period of more than one month shall receive the stipend stipulated above, prorated **to** the term of the appointment, part months to count as full months. No stipends will be paid for appointments of one month or less.

15.2 **Part-time Head of an Academic Unit**

15.2.1 **Appointment**  
The part-time head of an academic function or unit is appointed in writing for a limited term by the University.

The Dean or appropriate University officer shall consult with the appropriate department(s) or academic staff members before the appointment is made.

15.2.2 **Resignation or Termination**

The incumbent may resign such administrative duties at any time upon two months' notice, or the University may terminate the appointment at any time. The member will be notified in writing.

15.2.3 **Duties**

Duties will be assigned upon appointment and from time to time thereafter by the appropriate Dean or University officer.

15.2.4 **Stipends**

Part-time heads of academic units or functions appointed in writing by the University shall receive, in addition to their regular salary, a stipend as provided in Appendix A.

A faculty member appointed acting part-time head of an academic function of unit for a period of more than one month shall receive the stipend noted above, prorated to the term of the appointment, part months to count as full months. No stipends will be paid for appointments of one month or less.

15.3 **Nature of a Stipend**

An administrative stipend is taxable income, but it is not considered to be salary for purposes of benefit calculation.

15.4 **Consultation in Committee**

For a definition of consultation in committee, see Article 5.7

## ARTICLE 16 - PERFORMANCE OF DUTIES

### 16.1 Faculty

- 16.1.1 The duties of a faculty member shall include one, some, or all of:
- a) teaching and related duties;
  - b) scholarship, research or equivalent professional activities;
  - c) administrative duties;
  - d) public service.

Duties may vary between individuals, or between academic or administrative units. Teaching duties are assigned by the Dean or other appropriate person (or, when the faculty has departments, by the department head) following consultation with the Faculty (or department or appropriate equivalent unit) in committee.

No faculty member shall be expected to carry out duties, balanced over a reasonable period of time, which are unreasonably in excess of those applicable to faculty members within the department or equivalent unit to which the member belongs. Deans shall ensure that the system for assignment of duties results in a fair and equitable distribution of duties among faculty members.

Over a reasonable time, variations in the normal array of duties of a faculty member in a department or equivalent unit may occur. Such variations shall be fair and shall not exceed or be less than what, in total, would be considered a normal work load within that department or equivalent unit.

- 16.1.2 Normal duties are performed over a twelve-month period unless otherwise specified in the terms of the member's appointment.

- 16.1.3 A faculty member is by definition a full-time employee (except when the appointment states otherwise) and has a primary obligation to fulfil University duties. However, outside professional activities which are appropriately related to the member's duties at the University, will be encouraged or permitted, provided that such outside professional activities do not hinder or unduly interfere with the member's other University duties. Outside professional activities include but are not limited to: consulting; personal contracts; private practice in the



limited to: consulting; personal contracts; private practice in the member's profession; and teaching duties for any other employer.

A faculty member who engages in outside professional activities shall keep the Dean informed of the general nature and scope of these activities. If there is any reasonable doubt that an outside professional activity might compromise the member's ability to perform regular duties, the faculty member shall apply to the Dean in writing, describing the nature and duration of the activities.

- 16.1.4 The duties of a faculty member are to be performed on campus, unless other arrangements are approved in advance by the appropriate Dean or equivalent.
- 16.1.5 Faculty members shall maintain scholarly/professional competence and pedagogic effectiveness.
- 16.1.6 Faculty members shall discharge their responsibilities in accordance with established procedures.
- 16.1.7 Faculty members are responsible to the Dean through the head of the department where applicable for the satisfactory performance of their assigned duties.
- 16.1.8 In activities in the community **at** large, members may not purport to represent the University except when specifically authorized to do so.
- 16.1.9 When assigning duties to faculty members, all relevant factors shall be taken into consideration.
- 16.1.10 A faculty member may apply to the Dean for a change in the array and mix of duties. The request will be given full consideration in the light of the needs of the department or unit and the individual.

## 16.2 Librarians

Note: The position of "Archivist" is included in the general title of "Librarian."

- 16.2.1 The duties of a librarian shall be relevant to the effective operation and servicing of the University Library and consistent with the status of

professional librarian. Such duties may require physical presence at the work place for specified periods of time.

Duties and specific responsibilities are assigned by the University Librarian, or designate, and shall include one or more of the following:

- (a) position responsibilities associated with serving the needs of the University Library and its clientele;
- (b) scholarship, research or equivalent professional activities;
- (c) administrative duties;
- (d) public service.

Duties may vary between individuals or between departments or administrative units.

16.2.2 The duties of a librarian are to be performed on a twelve-month basis unless otherwise specified in the terms of the appointment. Normally, unless other arrangements are approved in advance by the University Librarian, such duties will be performed on campus.

16.2.3 Librarians shall maintain professional competence.

16.2.4 The University Librarian shall ensure that the system for assignment of duties results in a reasonably fair and equitable distribution of duties among librarians.

16.2.5 No librarian shall be expected to carry out duties or a workload, balanced over a reasonable period of time, which is unreasonably in excess of those applicable to librarians within the department or equivalent unit to which the librarian belongs. Over a reasonable time, variations in the normal array of duties of a librarian may occur. Such variations shall be fair and shall not exceed or be less than what, in total, would be considered a normal work load.

16.2.6 Librarians shall discharge their duties in accordance with established procedures.

- 16.2.7 Librarians are responsible to the University Librarian for the satisfactory performance of their duties. Immediate supervision will normally be delegated by the University Librarian to the appropriate library head of department.
- 16.2.8 In activities in the community at large, librarians may not purport to represent the University unless specifically authorized to do so.
- 16.2.9 **A** librarian who desires to pursue a professional research or scholarly assignment, may be granted a release from normal duties for a two-week period during the academic year, provided that:
- 16.2.9.1 such an assignment is scheduled by mutual agreement between the librarian and the University Librarian or designate;
- 16.2.9.2 the University Librarian or designate and the librarian requesting such leave will, in a process of mutual consultation, discuss the research/study proposal;
- 16.2.9.3 the work for which research/study leave was granted shall be evaluated as **part** of the normal review process.

Release time for these purposes, if not taken in a given academic year, may be accumulated for up to four weeks. **An** application indicating intent to accumulate time for research/study must be submitted in writing to the University Librarian **or** designate at least three months in advance **of** year end. Request for research/study assignment will not **be** unreasonably refused.

16.3 **Laboratory Instructors**

- 16.3.1 The duties of a laboratory instructor are **to** provide support for the teaching program with a primary focus on experimental aspects of the program, and shall include one, some, **or** all of:
- a) laboratory instruction and other appropriate instructional duties;
  - b) laboratory development and related professional activity;
  - c) administration and maintenance;
  - d) public service.

Duties are assigned by the Dean or designate. Such duties may require physical presence at the work place for specified periods of time.

In an area where there is no defined laboratory program, the duties shall be comparable in nature to those outlined above,

Duties may vary between individuals or between academic or administrative units. When duties are assigned, both the nature and the location of the duties shall be taken into consideration,

No laboratory instructor shall be expected to carry out duties and/or workload unreasonably in excess of those applicable to laboratory instructors within the department or equivalent unit to which the laboratory instructor belongs. Over a reasonable period of time, Deans and department heads shall ensure a fair and equitable distribution of duties and workloads among members of a department or equivalent academic unit.

- 16.3.2 The duties of a laboratory instructor are to be performed on a twelve-month basis unless otherwise specified in the terms of the appointment.
- 16.3.3 Laboratory instructors shall maintain professional competence appropriate to their duties.
- 16.3.4 Laboratory instructors shall discharge their duties in accordance with established procedures.
- 16.3.5 Laboratory instructors are responsible to the Dean, or designate where applicable, for the satisfactory performance of their duties.
- 16.3.6 In activities in the community at large, laboratory instructors may not purport to represent the University unless specifically authorized to do so.

16.4 Instructors

- 16.4.1 The duties of an Instructor are to provide teaching and related activities.

Duties may vary between individuals or between departments or administrative units. Duties are assigned by the Dean or other appropriate person (or, when the faculty has departments, by the department head).

No Instructor shall be expected **to** carry out duties, balanced over a reasonable period of time, which are unreasonably in excess of those applicable to Instructors within the department or equivalent unit to which the member belongs. Deans shall ensure that the system for assignment of duties results in a fair and equitable distribution of duties among Instructors.

- 16.4.2** Normally, duties are performed over a twelve month period unless otherwise specified in the terms of the member's appointment.
- 16.4.3** The duties of an Instructor are to **be** performed on campus or at the location where a University class is being taught, unless other arrangements are approved in advance by the appropriate Dean or equivalent.
- 16.4.4** Instructors shall maintain scholarly/professional competence and pedagogic effectiveness.
- 16.4.5** Instructors shall discharge their responsibilities in accordance with established procedures.
- 16.4.6** Instructors are responsible to the Dean, through the head of the department where applicable, for the satisfactory performance of their assigned duties.
- 16.4.7** In activities in the community at large, Instructors may not purport to represent the University except where specifically authorized to do so.
- 16.4.8** When assigning duties to Instructors all relevant factors shall be taken into consideration.
- 16.4.9** An Instructor may apply to the Dean for a change in assigned duties. The request will be given full consideration in the light of the needs of the department or unit and the individual.

## 16.5 Sabbaticals

The University endorses sabbaticals as a means of encouraging continuous professional development and productive scholarship which will be mutually beneficial to the member and the institution. A faculty member may apply for, or the University may offer, a sabbatical. The University will grant annually a limited number of sabbaticals in keeping with its responsibilities. Such sabbaticals will not be unreasonably withheld.

16.5.1 **Eligibility:** In order to be eligible to take a first sabbatical, the member must have at least **six** years of continuous full-time employment at the University of Regina in the ranks of Professor, Associate Professor, Assistant Professor, Lecturer, Librarian, or Laboratory Instructor.

To be eligible for a subsequent sabbatical:

- the member is eligible for a twelve-month sabbatical if there has been at least six years of continuous full-time employment in the above ranks since returning from the previous sabbatical;
- the member is eligible for a six-month sabbatical if there has been at least three years of continuous full-time employment in the above ranks since returning from the previous sabbatical.

All years of eligibility are foregone when a member takes a sabbatical. However, should a member have eligibility, a proposal fully acceptable to the Dean, and a valid plan for a sabbatical, and then have such a leave delayed by the Dean or equivalent for a year or more, that member will be granted a sabbatical as soon as possible, and eligibility for the subsequent sabbatical will be accumulated as if the member had taken the sabbatical as originally planned.

16.5.2 **Duration:** A sabbatical is for a period of twelve months, or for a period of six months, commencing July 1st or January 1st. With the concurrence of the Dean or equivalent, a member may take a twelve-month sabbatical in two six-month periods with an interval of **six** months between them.

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**Remuneration:** The member will receive eighty per cent of salary, exclusive of stipends, which is in effect during the sabbatical period. The member may apply to use part of the remuneration **as** a research grant. Other remuneration which the member **may** receive during the sabbatical is limited to an amount which brings the total to one hundred per cent of normal salary, exclusive of grants for research purposes and monies obtained for authorized outside professional activities, plus travel and related expenses for the member (unless claimed as part of the sabbatical grant defined above), spouse and dependent children. The University assumes **no** responsibility for the taxation status of sabbatical grants.

**16.5.4 Benefits:** The University's and the member's contributions to employee benefits will be based **on** the salary which the member would normally have received in that year.

**16.5.5 Vacation:** The member will be assumed to have used a prorated portion of annual vacation during the sabbatical.

**16.5.6 Application:** An eligible member of the faculty may apply to **the** appropriate Dean or equivalent nine months prior to the beginning of the academic year in which the sabbatical is to commence. **A** detailed statement **of** the member's plans for the entire period of the sabbatical, indicating the anticipated benefits to the member and the institution, shall accompany the application.

**16.5.7 Notification:** The Dean or equivalent will inform the member at least six months prior to the commencement of the academic year in which the sabbatical was proposed to commence.

Should **an** application not be approved, upon written request the Dean or equivalent shall provide written reasons for the decision.

**16.5.8 Cancellation and Change:** The member may cancel the application by notifying the Dean or equivalent in writing at least four months prior to the commencement of the academic year in which the sabbatical was proposed to commence. After that date the sabbatical **normally** may not be cancelled or deferred. It is the responsibility of the member to notify the Dean or equivalent of any changes in plans,

and to consult with the Dean or equivalent about revised plans in order to use the sabbatical for professional development and productive scholarship.

16.5.9 **Report:** The member must prepare and forward to the appropriate Dean or equivalent within three months of returning, a full written account of the member's scholastic and professional activities during the sabbatical.

16.5.10 **Return to Staff:** The member shall return to the staff of the University for a period of at least six months following the sabbatical, or the University may require the member to reimburse the University for all remuneration received during the sabbatical prorated to the amount of time, expressed in full months, by which the member's service to the University since returning is short of six months. This condition shall not apply when a member, immediately upon returning from a sabbatical, ceases to be employed as a result of an unforeseen retirement.

16.5.11 **Waiver of Specifications:** Any of the above specifications may be waived by mutual agreement, confirmed in writing, between the University, the member, and the Faculty Association, such as acceptance of an application for a sabbatical for six months at 100 per cent of salary in place of a sabbatical for 12 months at 80 per cent of salary.

16.5.12 **Salary Adjustments:** Time spent on sabbatical shall count as service with the University for salary adjustments.

16.6 **Secondment**

The University may arrange for the secondment of the services of an academic staff member, with that member's consent, to another employer. The terms of the secondment shall be made known to the member concerned prior to seeking such consent.



## ARTICLE 17 - PERFORMANCE REVIEW

- 17.1 The parties to this agreement, and particularly all persons involved in performance review recognize that the process depends upon honesty and fairness. All persons involved in the review process must undertake their roles seriously and with integrity, ensuring that statements, both verbal and written, refer to aspects of performance, are fair commentary, and are based upon appropriate evaluation of evidence.
- 17.2 If a Dean or equivalent deems that a written comment or evaluation on the annual information form, the performance review form, or any material attached thereto, by any person or committee involved in the performance review process, is biased, unfair, or otherwise improper, the Dean or equivalent may refer that document back to the party that wrote the comment for reconsideration. If the party refuses to amend or delete the comment, the Dean may do so. If a dispute ensues between two or more parties in the performance review process below the level of Dean or equivalent, the Dean or equivalent may refer the issue to a tripartite board for a recommendation as to whether or not the comment is to be excised or amended. Such a board will be composed of academic staff members currently on staff at the University and outside the faculty or equivalent where the dispute has occurred. Each party shall name one member and the Dean shall name the chair. The recommendation is advisory to the Dean or equivalent.
- 17.3 The Dean or equivalent shall conduct a review of the performance of all academic staff members within the faculty or equivalent unit, according to the following schedule:
- 17.3.1 **Annually:**  
All academic staff members who:
- hold term appointments;
  - hold probationary appointments;
  - have applied for promotion;
  - hold continuing appointments and who make a request in writing prior to December 31 to the Dean or equivalent to be reviewed;
  - hold continuing appointments and have been informed in writing prior to December 31 by the Dean or equivalent that they will be reviewed;
  - were eligible for a career growth increment the prior year and did not receive one, or were not eligible and were informed that they

would not have received a career growth increment even if eligible.

- Instructors who have had less than five years of teaching experience at the University of Regina.

**17.3.2 Every Second Year:**

All other academic staff members who hold continuing appointments.

Instructors who have had at least five years of teaching experience at the University of Regina.

- 17.4 A review shall not be initiated for a member who is on leave except under unusual circumstances. When a review for a member on leave is deemed to be desirable, the Dean or equivalent initiating the review shall notify the member and the Faculty Association, in writing, of the unusual circumstances that appeared to the Dean or equivalent to warrant such a review. If such a review is to be undertaken, every attempt will be made to ensure that the member receives the notice prior to December 31.

Notwithstanding the foregoing, a member on leave may initiate a review (including a request for promotion) by notifying the Dean or equivalent in writing, such notice to be received by the Dean or equivalent on or before December 31.

- 17.5 The substance of the review by the Dean or equivalent shall be the basis of the decision or recommendation of the Dean or equivalent respecting the member's career development, which will take effect the following July 1st.

- 17.5.1 Every year from the time of a member's appointment, the Dean or equivalent shall communicate in writing to the probationary appointee any areas of concern and indicate the Dean's assessment of the candidate's performance and areas which need improvement. The Dean shall discuss with the staff member the ways and means by which performance can be improved.

- 17.6 The review shall be made on the following documents:

- 17.6.1 the Annual Information Form(s), supplied by the University, and completed by the member;

- 17.6.2 the performance review form(s), supplied by the University, and completed by:
- i. the person doing the first summary of performance and assessment;
  - ii. the review committee;
  - iii. **and** the Dean or equivalent.

The Performance Review Forms(s) must be signed as directed by the academic staff member, signifying that the form has been read at a specific point in the process.

(See Article 17.9 regarding the onus on the member being reviewed to supply the supporting material.)

- 17.6.3 material in the member's official file appropriate to the period under review;
- 17.6.4 documents and other works relevant to research and scholarship of the member normally submitted by the member;
- 17.6.5 course/instructor evaluation forms developed pursuant to Article 17.19 and forming part of the official file pursuant to Article 10.4.

- 17.7 The period to be reviewed terminates on December 31 of the current academic year. **It** shall cover the period since the last formal review, except in the case of an application for promotion or consideration of a continuing appointment, which shall involve a review **of** the applicant's career.
- 17.8 Upon written request to the Personnel Department, an academic staff member will be provided with a list of **all** members in the appropriate category (faculty, librarian, or laboratory instructor) who, within five years of the date of such request and within the same faculty or equivalent unit as the member, have received the career progress which the member **is** seeking, when it is a merit increase, granting of continuing appointment, or a promotion from a specific rank to another.
- 17.9 Every academic staff member shall normally complete an Annual Information Form (which has been distributed **by** the University) every year, and submit the completed form to the department head or other appropriate person. However, if the member is not being reviewed and is absent from campus, with the permission of the Dean

or equivalent, the form need not be submitted for the first year, and two forms will be submitted at the end of the two-year period. The member is responsible for providing relevant information and documentation for the review and may append to the form any related additional information. A current complete curriculum vitae is considered relevant information if the member is being considered for tenure or promotion.

Academic staff members who hold probationary appointments shall submit their forms by December 15th. All others shall submit their completed forms by January 31st.

- 17.10 An academic staff member who desires to be promoted **shall** make written application to the department head or other appropriate person with a copy **to** the Dean or equivalent (or directly to the Dean or equivalent where there is no department) on or before December 31.

17.11 **Letters of Reference**

Where it is provided for under the criteria for performance review established within a Faculty *or* equivalent unit, letters of reference may be solicited by the appropriate Dean or equivalent under the following conditions, in relation to the following: granting of continuing appointment, and promotion to the rank of professor. With the concurrence of the affected member, this procedure may be used for those being considered for promotion to associate professor, librarian IV, and laboratory instructor III.

The candidate shall supply a list of three referees to the Dean or equivalent prior to December 31. The Dean or equivalent will request a letter of reference from each of them. In addition, the Dean *or* equivalent may obtain letters of reference from up to three additional referees.

When soliciting written references from the referees, the Dean or equivalent will provide the appropriate criteria document; indicate what career decision is under consideration; advise the referees that the letter will have identification removed before it is used; and advise the referees that the letters may be retained and used again in reference to the same career decision.

The Dean or equivalent shall retain the letters of reference in strict confidence. An independent person, mutually agreeable to the Dean and the academic staff member, **shall** be charged with the responsibility of editing the letters to delete **all**

identification of source. This document or documents shall be attached to the candidate's review form.

- If the career decision sought is granted, the edited document(s) and the letters will be destroyed.
- If the career decision is not positive, the letters solicited from the candidate's referees will be retained by the Dean or equivalent for future use, if requested by the candidate. If the candidate does not make such a request, the edited letters will not be retained. The Dean or equivalent shall decide whether or not to retain the letters received from the Dean's nominees.
- If the same career decision is considered a second time, the Dean or equivalent may reuse the letters from the Dean's nominees. If the letters from the candidate's referees have not been retained, the candidate shall supply three names of new referees.

If any letter is to be used a second time, the Dean or equivalent will so inform the referee in writing, indicating that if the letter does not represent the referee's current views, additional information would be welcome.

No letters of reference will be used in more than two consecutive review periods.

**All** letters of reference and edited versions thereof are destroyed after being used in accordance with the above procedure. No letter of reference or edited version is ever placed in an official file.

**17.12** The factors normally taken into consideration in the review shall include those duties outlined in the appropriate section of Article 16.

In this review, the nature, extent, and location of such duties shall **be** taken into consideration. When assessing librarians, the amount of time available for research **or** professional activities shall be taken into account.

When the performance of Instructors is being reviewed, instructor representation on the peer review committee advising the Dean or equivalent will be instituted wherever feasible, and care will be taken to ensure that the review focuses on the assigned duties only, which are teaching and related duties.

- 17.13 The application of these factors within each Faculty or equivalent unit shall be in accordance with written established criteria and procedures. When establishing the criteria and procedures, the Dean or equivalent shall consult with the academic staff members of the Faculty or equivalent unit, in committee. These criteria shall be reviewed from time to time by the Dean or equivalent and the academic staff members of the Faculty or equivalent unit, in committee. Such a review is to be initiated either at the request of the Dean or equivalent or after a request by the academic staff members of the Faculty or equivalent unit, as ascertained by a motion to that effect passed at a meeting of the academic staff members of the Faculty or equivalent unit to which they are assigned as specified in Article 13.4. These criteria shall be distributed to the members to whom they pertain and to the Faculty Association.
- 17.14 While it is recognized that there may be considerable variation among the criteria of Faculties and equivalent units, every effort will be made to ensure that such variations are not extreme or unfair.
- 17.15 The initial evaluation shall be made by the department head or other appropriate person in accordance with procedures established by the department or other appropriate unit, and entered on the form over the signature of the recommending officer.

When the department head or other appropriate person has made a recommendation, it will be communicated in writing to the academic staff member as soon as possible (preferably two weeks) before the next level of review, which would normally be the review committee.

The recommendation will be discussed by the recommending officer with the academic staff member.

The member shall sign the form indicating the member has read the document. Clarifying information may be added by the academic staff member as soon as possible (and within one week of reading the document or having received the communicated information from the form). This additional information shall be attached to the form prior to its review by the Review Committee.

- 17.16 The next step in the review process is a review by a committee which is elected by members of the Faculty or equivalent unit, or is selected by another procedure fully acceptable to the members of the Faculty or equivalent unit and the Dean or equivalent.

The Review Committee shall review the statements included in and attached to the Annual Information Form and the Performance Review Form in the light of established criteria of the Faculty or equivalent unit, and make written recommendations on the form.

- 17.17 The academic staff member has the right to see the form after all statements have been made on it prior to those of the Dean or equivalent.

To that end, when all written statements have been included on or appended to the performance review form, the Dean or equivalent will invite, in writing, every academic staff member who is being reviewed to make an appointment for the purpose of perusing and discussing the information of the form, and the forthcoming career decision or recommendation of the Dean or equivalent. Unless prevented from doing so by unusual circumstances, all academic staff members who desire an appointment and who are not on leave must respond within the following seven days. The Dean or equivalent will schedule such appointments as quickly as possible. All appointments are to take place as soon as possible but in no case later than June 30, except for those members who are on leave. Academic staff members who are on leave shall make arrangements with the appropriate Dean or equivalent for an appointment to be scheduled on a date which is mutually satisfactory.

**At** the meeting, the member will be given an opportunity to interpret, explain, or add to the information contained in the written statements.

The Dean or equivalent will allow a period of seven calendar days after the initial meeting in case the member wishes a further consultation.

If the academic staff member feels that there is reason to do so, that member may attach a special submission to the Performance Review Form prior to the final decision or recommendation of the Dean or equivalent. It is the member's obligation to attach such a submission within seven days after the initial interview.

- 17.18 Only after all the steps outlined above have been completed will the Dean or equivalent make a decision or recommendation concerning the academic staff member's career progress. The Dean may consult with any of the parties involved in the review process prior to making a decision or recommendation.

The decision or recommendation of the Dean or equivalent shall be entered on the Performance Review Form and signed.

- 17.19 A Dean or equivalent may develop, administer, and use appropriate student course/instructor evaluation forms, following consultation in committee with the appropriate unit.

Such evaluation forms shall be designed, in part, for the purpose of obtaining fair and reasonable assessments of the quality of teaching.

When the results are used in any performance review this shall be done in a fair and responsible manner.

A faculty member who does not wish to use the form which is in current use may make a written proposal to the Dean or equivalent suggesting an alternate method of student course/instructor evaluation.

- 17.20 The career progress arising from the performance review process shall be communicated to the academic staff member in writing in a timely manner, and shall take effect on the July 1st following the end of the review period.

- 17.21 Every member who has been reviewed and whose performance has been deemed to be below standard for the rank and level of appointment shall be so informed in writing by the Dean or equivalent together with specific recommendations for the necessary improvements, while maintaining other requirements, in order for performance to be considered at an acceptable level.

Furthermore, upon written request, the Dean or equivalent will provide to an academic staff member written reasons for the decision or recommendation made in respect of that member, and such reasons will refer clearly to the established criteria.



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## ARTICLE 18 - CAREER DEVELOPMENT

18.1 On the basis of the review of the performance of an academic staff member the Dean shall make recommendations or decisions regarding career progress with respect to: career growth increments, special increases, promotions, probationary appointments, continuing or tenured appointments. Every academic staff member will be informed in writing of actions respecting the member's career within any specified deadlines.

If a review of a member who is on leave of absence has been conducted in accordance with Article 17, the provisions of this article shall apply.

18.2 A career growth increment will be awarded to academic staff members whose performance has met the standards for their level of appointment, subject to the limitations of the salary range for the rank and to the limitations of the collective agreement.

18.3 Special increases may be awarded to those academic staff members who perform exceptionally meritorious service or who exhibit better than normal development.

The period to be taken into consideration for the award of a special increase shall be the period since appointment or, if the member has been awarded a special increase or promoted, from the date of the last such action.

18.4 Promotion from one rank or classification to the next results from evidence that the academic staff member has exhibited continual and meritorious growth.

18.5 Renewal of probationary appointment results from the performance of duties in a satisfactory manner and where it is deemed that the member should be given a further opportunity to develop potential towards a level consistent with continuing or tenured appointment.

18.6 A continuing appointment or an appointment with tenure is granted where there is evidence of consistent performance which has met the standards for their level of appointment through the probationary period including professional growth and development demonstrated by contributions to the discipline and to the University and, furthermore, where there is promise of future contributions which will enhance the academic reputation of the University.

18.7 Decisions resulting from career reviews shall be taken by the Board or by officers of the University designated for each category of decision. Academic staff members will be informed of such designations before the beginning of each academic year.

18.8 **Appeal Procedure**

When a member is dissatisfied with the communicated decision resulting from career review, the grievance procedure shall not apply but the member may apply through the Faculty Association that the decision be reviewed by an Appeal Procedure. However, the University and the Faculty Association may agree that a special case be taken directly to arbitration rather than through the appeal procedure. When the grievance/arbitration procedure is used regarding matters other than the decision resulting from career review which is communicated to the member, an Arbitration Board may not make career decisions which are the responsibility of the University, but shall have the power to require that the University follow procedures and communicate decisions to the member.

Normally, all appeals arising out of action effective on July 1 as a result of career reviews are heard by an Appeals Committee convened after October 1. However, in the case of non-renewal of probationary appointment, a special appeal shall be available which will convene and conclude prior to June 30th, so that the member can be present at the hearing conveniently. The Appeals Committee will be struck in the same manner as the regular Appeals Committee and will follow procedures identical to those for other appeals.

18.8.1 **Notice of Appeal**

The appeal is initiated by the academic staff member filing with the Chair of the Faculty Association a notice of appeal on or before October 1 of the following academic year. However, in the case of non-renewal of a probationary appointment, the appeal must be filed within 30 days of the notification of non-renewal.

The Association shall forward in a timely manner to the Director of Personnel Services with a copy to the appropriate Dean or equivalent, a list of appeals which it intends to go to the Appeals Committee.

The notice of appeal shall:

18.8.1.1 specify the name, rank, department and faculty or equivalent academic unit of the appellant;

- 18.8.1.2 specify the name of the Dean or equivalent whose decision or recommendation is being appealed;
- 18.8.1.3 specify the grounds on which the appeal is based;
- 18.8.1.4 specify what remedy or remedies the appellant believes to be sufficient to correct the alleged violation;
- 18.1.1.5 be signed by the appellant.

18.8.2 **Appeals Committee**  
The Appeals Committee shall consist of three members who now hold or have held academic rank with a continuing appointment, one appointed by the Association, one appointed by the University and a Chair agreed upon by the two members. In the event a chair cannot be selected in this manner, the Vice-President shall name the chair. The Committee will be struck (if there is need for such a Committee) within ten days of the expiration of the appeal period specified in 18.8.1.

18.8.3 **Purpose and Procedures of the Appeals Committee**  
The purpose of the Appeals Committee is to review the decision being appealed, and to make a recommendation to the Vice-President (Academic) in all cases except tenure. In the case of tenure, the Committee makes a recommendation to the Board of Governors.

The recommendation is to be based on fair and uniform application of the terms and conditions of Article 17 and 18 of the Collective Agreement.

18.8.4 **Transmittal of Appeals**  
The Chair of Faculty Association will sign all appeals to be submitted and forward them to the Chair of the Appeals Committee. Only those appeals received by the Chair in this fashion will be considered.

18.8.5 **Notice of Hearing**

The Chair of the Appeals Committee shall notify each appellant in writing of the date, time and place for the appeal to be heard. In addition, the Chair shall inform the appellant in writing of the general procedures to be followed by the Committee.

18.8.6 **Appeals Committee Hearing**

The hearing shall be attended by:

- the Appeals Committee
- the appellant. If the appellant wishes it, the appellant may be represented by a colleague who will present the case, or the appellant may be accompanied by a colleague who will present the case.
- the Dean or equivalent of the faculty of the appellant. The Dean may be accompanied by or represented by a colleague.
- two observers for the Faculty Association.
- two observers for the University.

The Appeals Committee may also have staff in attendance, responsible to the Chair, for supportive duties such as recording. The Appeals Committee, the appellant and/or the representative, and the University may have witnesses present to provide evidence pertaining to the case being heard. The Appeals Committee may stipulate when witnesses may be present and no additional persons may attend without the permission of the Appeals Committee.

When it is the intention of either the appellant or the Dean to request that witnesses be present, that party must notify the Appeals Committee with copies to the Faculty Association and the University Administration, of the names of witnesses, in a timely manner (normally at least seven calendar days prior to the Appeal Hearing.)

The hearing is first addressed by the appellant or the appellant's representative. The appellant shall be entitled to provide, through

relevant to the appeal and which was available to the Dean or equivalent when the decision being appealed was made. The appellant, or the appellant's representative, has the onus of showing that the grounds raised by the notice of appeal are established and further that the existence of such grounds discloses that the decision or recommendation made by the Dean or equivalent in question was contrary to the evidence presented or manifestly unfair to the appellant.

The hearing is then addressed by the respondent, i.e., the Dean or equivalent of the faculty of the appellant, or a representative, who defends the prior decision or recommendation. It is the responsibility of the Dean or equivalent to provide, through documentation or testimony, the evidence relevant to the decision or recommendation.

After the Dean or equivalent (or the representative) has presented the case, the appellant or appellant's representative shall have the right of rebuttal (that is, not introducing new material but responding to the case made by the Dean or equivalent, or the representative).

Questions may not be directed by one party to the other party, i.e. between appellant (or representative) on one hand and Dean or equivalent (or representative) on the other. However, members of the Appeals Committee may direct questions to anyone presenting a case or appearing as a witness.

A brief summary of the appellant's and Dean's presentations may be provided to the committee.

#### 18.8.7

##### **Records**

The Chair is responsible for the preparation of all recording of the hearings and will retain such recording for a period of one year and will then destroy it. **If** a matter being dealt with by the Appeals committee **goes to** arbitration, either the University or the Faculty Association may require a transcription to be prepared of part or all of the recording. The party requesting the transcript shall pay the cost of its preparation.

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- 18.8.8      **Decision of the Appeals Committee**  
At the conclusion of the Appeals Committee's deliberations, the Chair shall convey its recommendations together with a brief statement of the principal reasons for the recommendations in writing to the Vice-President with a copy to the Faculty Association.
- 18.8.9      **University's Action**  
In tenure cases, the decision of the Board of Governors shall be based solely on the documentary evidence collected in the performance review process. If the decision is to not grant tenure, written reasons for the decision will be provided to the member with a copy to the Faculty Association.
- In other appeals cases, upon receipt of the report, the Vice-president will accept or reject the recommendation for each action concerning each appellant and will communicate in writing to the appellant any action taken as a result of **such** recommendation, with a copy to the Faculty Association.
- 18.8.10     **Arbitration Regarding Action by the Vice-president following Appeals Committee Recommendation**  
The appellant and the Faculty Association may submit any decision of the Vice-president, following the appeal procedure, directly to the arbitration process outlined in 21.5, according to the terms stipulated in that article, except for the following:
- 18.8.10.1    **Composition of the Board**  
The members shall hold or have held academic rank with tenure and the chair shall be selected by lot from an agreed upon list of qualified persons.
- 18.8.10.2    **Report of Arbitration Board**  
Decisions of an arbitration board which culminate the appeal procedures shall not be considered as precedents for any future decision and actions, including future boards of arbitration.

## ARTICLE 19 • TERMINATION OF EMPLOYMENT

19.1 Termination of employment may be effected in one of the following ways:

### 19.1.1 Retirement

The normal retirement date for academic staff members is June 30 following their 65th birthday (except for members who elected in 1975 to retain a different normal retirement date).

An academic staff member may retire early and the date shall normally be June 30, December 31, or April 30. The member will give four months' notice in writing to the Dean or equivalent.

The date for early retirement and the notice period may be waived by mutual agreement between the member and the University.

A member who has retired subsequent to the member's 65th birthday, and who is accepting term employment at the University, may discuss with the University alternative ways of structuring the compensation provisions. The University will be sensitive to the needs of members who wish to increase their subsequent retirement income, provided such methods are in accordance with current legislation.

Rights to a pension upon retirement (whether normal or early) are governed by the terms of the Pension Plan of the Academic and Administrative Employees of the University of Regina.

### 19.1.2 Resignation

An academic staff member who resigns shall give notice in writing to the Dean or equivalent, and employment shall terminate, as follows:

**Faculty:** Four months' notice; resignation to take effect June 30th;

**Librarians:** Two months' notice; resignation to take effect at the end of the month;

**Laboratory Instructors:** Two months' notice; resignation to take effect at the end of the month, at any time except during the course of the fall or winter semester.

Instructor: Two months' notice in writing, with the resignation to take effect at the end of the semester in which the Instructor is teaching.

Any of the above requirements may be waived by mutual agreement between the member and the Dean or equivalent.

19.1.3 **Special Arrangement**

**19.1.3.1** Without prejudice, the University may propose a plan to an academic staff member who is not eligible for early retirement whereby that member's employment may be discontinued in accordance with a special arrangement including a suitable financial settlement. A member may submit a request to the University to initiate such an arrangement.

19.1.3.2 Without prejudice, the University may offer an early retirement package to an individual member or to a group of members eligible to take early retirement and who meet certain conditions such as age and length of service.

The University will keep the Faculty Association and the membership who are eligible for such a special arrangement apprised of the basic terms of the arrangement, with the understanding that there may be some flexibility in order to provide for the particular needs of individuals.

**19.1.3.3** Whenever the University formally proposes a plan for discontinuance of employment or assisted early retirement as outlined in **19.1.3.1** and **19.1.3.2** above, it shall inform the Faculty Association in writing of the terms of the offer.

19.1.3.4 The Faculty Association has the **right** to have a representative participate in any discussion which may take place between the University and the member pursuant to any proposal initiated under 19.1.3.1 and 19.1.3.2.



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19.1.3.5 Any agreement or arrangement concluded pursuant to 19.1.3.1 and 19.1.3.2 must be in writing. The agreement will not take effect unless and until the Director of Personnel Services or other senior representative of the University, the affected member, and the Faculty Association have signed the agreement. Any offer made in writing by the University shall remain open for a minimum of thirty calendar days.

19.1.4 **Dismissal for Cause**

The following procedures shall apply in all cases of dismissal for cause:

19.1.4.1 The employment of an academic staff member may be terminated by reason of professional misconduct, wilful neglect of duties, gross misconduct, or incompetence demonstrated by annual review reports.

19.1.4.2 Except in the case of gross misconduct, due warning in writing will be given by **the** Dean or equivalent **to** the member pointing out the gravity of the situation and the possibility of termination if the problem is not corrected. In cases where no action is taken subsequent to the written warning and where no further warnings have been issued during three years, the Dean or equivalent shall, upon request of **the** member, add **a** written note to **the** member's official file reflecting the member's current status in relation to the original letter of warning. Any written warning or response pertaining to this clause which is more than five years old, providing there have been no intervening written warnings of any kind, shall be removed from the official file. Notwithstanding the above, upon request by a member to the Dean **or** equivalent, such material may be removed before the five-year period expires.

19.1.4.3 When it ~~is~~ to be recommended that a member be dismissed for cause, the member personally will be given notice in writing, that seven days from the date of the notice, the Dean or equivalent will formally recommend to the President that the member be dismissed. In the event that it is not possible to personally present the member with the notice, the Dean or equivalent shall forward the notice by registered mail, airmail if appropriate, to the last known address of the member. Such mailed notice shall provide for a period of fourteen calendar days from the date the notice ~~is~~ sent until the formal recommendation to the President. The notice to the member shall contain a complete statement of the grounds for the recommendation to dismiss. A copy of the notice shall be sent to the Faculty Association.

When it is unlikely that the member will receive the mailed notice within fourteen days, the Faculty Association may request an extension of seven days to the notice period. From the date the notice is given, the member may be relieved of **all** duties by the Dean or equivalent.

**19.1.4.4** If the member or the Faculty Association requests it, the President will convene a meeting during the notice period specified in 19.1.4.3 attended by the member (if available), the Dean, the department head (if applicable) and a representative of the Faculty Association to hear whatever representation any of the parties wishes to make concerning the intended dismissal. The meeting shall be without prejudice to the interest of any person attending, or to the formal grievance process.

**19.1.4.5** **At** the end of the notice period, the Dean or equivalent will either:

- (a) inform the member in writing with a copy to

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the Faculty Association that **the** action is discontinued

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- (b) formally recommend in writing to the President, with a copy to the member and to the Faculty Association, that the member be dismissed.

19.1.4.6 Upon receipt of a formal recommendation from a Dean or equivalent to dismiss a member, the President shall, within seven calendar days of the date of the recommendation, inform the member in writing, with a copy to the Faculty Association, either that the action **is** discontinued **or** that the dismissal action is proceeding.

19.1.4.7 In the case of dismissal for reasons other than gross misconduct and unauthorized absence from campus, from the date of the President's letter the academic staff member is suspended with pay for twenty-one days. In cases of dismissal for gross misconduct or unauthorized absence from campus, the member may be suspended without pay for twenty-one days from the date of the President's letter. **At** any time during a suspension the member may be relieved of all duties.

**If** the member of the Faculty Association does not enter a grievance within the twenty-one day period, **the** member's employment is terminated at the end of **the** period. If a grievance is entered, the member remains suspended (continuing with pay or without pay as the case may be) until the resolution of the grievance. If the grievance is not upheld the member's employment is terminated. **As** provided in Article 22.2, while on suspension the member's non-salary benefits are not to be withheld. If the member is suspended with pay, the member is responsible for the normal share of benefit

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costs. If the suspension is without pay the University will assume payment of all costs, but if salary is subsequently restored the member will be charged the normal share of costs from the effective date ~~of~~ salary restoration.

19.1.4.8 All correspondence to the member required by this clause will be delivered directly to the member where convenient, and in other cases forwarded by registered mail, airmail if appropriate, to the last known address of the member. The copies for the Faculty Association **will** be delivered to the Chair or, in the Chair's absence, to an officer of the Association.

19.1.4.9 Failure to act within the time limits set out above will constitute waiver of rights except where a party, acting in good faith, clearly was unable to do so. The onus is on the party violating the time limits to show cause why it was unable to **act** prior to the time that *the* action is now taken.

19.2 Discontinuance of employment or lay **off** may be effected only in accordance with the provisions of **Articles 19 and 25**.

## **ARTICLE 20 - CLEARANCE UPON TERMINATION**

- 20.1 Upon termination of employment **the** final salary cheque **will** be issued within six days of the last day on payroll, or as soon thereafter as all financial and material obligations **of the** academic staff member to the University are satisfied. Such obligations may include but **are** not limited to return of keys, identification cards, library books, audio-visual and other equipment, reimbursement for travel advances, and goods and services.

The Board having been formed by the above procedure, shall meet, hear the evidence **of** both parties, and render a written decision. The decision of the majority **of** the Board on the matter at issue shall be final and binding on both parties, but the Board shall not be empowered to add to, subtract from, alter or amend the collective agreement in any way.

The Board **of** Arbitration may hear a grievance with a technical deficiency if in its opinion the technical objection **has** been made solely to avoid dealing with a substantive issue. Technical deficiencies which relate to time may be waived by the Board if such deficiencies occur as a result **of** actions or omissions arising in good faith.

The fees and expenses of the Chair shall be shared equally between the parties. Each party shall be responsible for its costs, including fees and expenses **of** its witnesses and nominee on the Board.

21.6 General

21.6.1 The Association shall have the right to be represented at all steps of the dispute resolution process and to represent the grievor at all steps.

21.6.2 **At** any point during these proceedings the parties may have the assistance of any witness or any other person concerned.

21.6.3 The time limits imposed by the foregoing provisions may be waived by mutual agreement between the Association and the University.

21.6.4 The **University will provide appropriate** space for **the** hearing of grievances and arbitration cases.

## **ARTICLE 20 - CLEARANCE UPON TERMINATION**

- 20.1 Upon termination of employment the final salary cheque will be issued within six days of the last day on payroll, or as soon thereafter as all financial and material obligations of the academic **staff** member to **the** University are satisfied. **Such** obligations may include but are not limited to return of keys, identification cards, library books, audio-visual and other equipment, reimbursement for travel advances, and goods and services.

## ARTICLE 21 - GRIEVANCES

### 21.1 Grievance **Defined**

Should any dispute or difference arise between the University and the Association or any of its members concerning the meaning, interpretation, application, or alleged violation of the terms of this agreement the difference shall be settled promptly in accordance with the procedure outlined below.

Notwithstanding the above, any procedure prescribed in this agreement which contains a specific appeal process binding on both parties shall not be subject to the grievance procedure.

### 21.2 Informal Discussion

Before a grievance is filed by either party, every attempt will be made to settle the dispute by informal discussion. An academic staff member may present a verbal complaint to the head of the department or to the Dean as soon as the grounds for the complaint are known.

### 21.3 Stage One

If the dispute or difference cannot be settled informally either party may, within thirty calendar days of the incident, present a formal written grievance to the other party. In unusual circumstances, where the grievor could not reasonably have been expected to have learned of the incident, these time requirements shall be waived.

A grievance by the Faculty Association shall be forwarded to the Dean or equivalent. A grievance by the University shall be forwarded to the Chair of the Association. The grievance shall:

21.3.1 specify which section of the contract has allegedly been violated;

21.3.2 specify what remedy or remedies the grievor believes to be sufficient to correct the alleged violation;

21.3.3 be signed by the employee(s) affected and a duly authorized officer of the Association on the one hand; or by the Director of Personnel Services on the other hand.

On behalf of the University, the Dean or equivalent shall (at Stage One) respond in writing to the grievance within fourteen calendar days



of receipt of the written grievance. In the meantime, the Association or the Dean or equivalent may require a meeting between the Dean or equivalent and the Grievance Committee of the Association. Either party may require the aggrieved person(s) to be present at such a meeting.

On behalf of the Association a duly authorized officer of the Association shall similarly respond in writing within fourteen calendar days to a grievance submitted by the University.

**21.4 Stage Two**

If the Dean or equivalent does not render a written response within the time limit, or if the response is unsatisfactory, the Association may, within fourteen days of the expiration of the time limit for response to Stage One, submit the grievance to the Director of Personnel Services. The Director of Personnel Services shall be responsible for seeing that a response in writing is submitted to the Association within fourteen calendar days of receipt of the grievance.

In the meantime, the Association or the Director of Personnel Services, on behalf of the University, may require a meeting between the Grievance Committee and the appropriate University officers.

**21.5 Arbitration**

In the event that any grievance has not been settled through the procedure outlined above, either party may, within fourteen days, submit the grievance to an arbitration board (the University after Stage One, and the Association after Stage Two).

The Arbitration Board shall consist of three members: one named by the University and one named by the Association. The two members shall meet and endeavour to agree on a third member who shall act as Chair of the Board. Every effort shall be made to ensure that a Chair is selected who has reasonable knowledge of academic affairs. Each of the parties to this agreement shall have their respective board member selected and made known to each other within seven working days of notice being given by either party for the establishment of the Board. The two members thus selected shall endeavour to agree on the selection of a Chair within seven working days. In the event of failure to agree on a Chair within the time prescribed, they shall notify the Minister of Labour for the Province of Saskatchewan, who shall be asked to name a Chair. The letter to the Minister shall point out the importance of having a Chair who has reasonable knowledge of academic affairs.

The Board having been formed by the above procedure, shall meet, hear the evidence **of** both parties, and render a written decision. The decision of the majority of the Board on the matter at issue shall be final and binding on both parties, but the Board shall not be empowered to add to, subtract from, alter or amend the collective agreement in any way.

The Board of Arbitration may hear a grievance with a technical deficiency if in its opinion the technical objection has been made solely to avoid dealing with a substantive issue. Technical deficiencies which relate to time may be waived by the Board if such deficiencies occur as a result of actions **or** omissions arising in good faith.

The fees and expenses of the Chair shall be shared equally between the parties. Each party shall be responsible for its costs, including fees and expenses of its witnesses and nominee on the Board.

21.6 **General**

21.6.1 The Association shall have the right to be represented at **all** steps of the dispute resolution process and to represent the grievor **at** all steps.

21.6.2 At any point during these proceedings the parties may have the assistance of any witness or any other person concerned.

21.6.3 The time limits imposed by the foregoing provisions may be waived by mutual agreement between the Association and the University.

21.6.4 The University will provide appropriate space **for** the hearing of grievances and arbitration cases.

## ARTICLE 22 - SUSPENSION AND OTHER DISCIPLINARY PRACTICES

22.1 The University will take disciplinary action as the situation warrants. This will involve, but not be restricted **to**, verbal warnings, verbal reprimands, written warnings, written reprimands, partial or full suspension of duties, and dismissal. Any disciplinary action undertaken by the University **is** subject to the grievance procedures **as** outlined in Article 21 and, in the case of dismissal for cause, the procedures outlined in Article 19.1.4.

22.2 Normally the University will not suspend a member of the academic staff apart from the provisions under Article 19.1.4 Dismissal for Cause except where, under unusual circumstances, the President, upon the recommendation **of** the Dean or equivalent, may in the case of misconduct by an academic staff member suspend that member for **a** period not to exceed thirty calendar days. The President shall in that case notify the member in writing, stating the duration and conditions **of** the suspension, and providing **a** complete statement of the grounds for the action.

**While** on suspension **the** member's benefits with the possible exception of salary **are** not to be withheld.

**ARTICLE 23 - BENEFIT PROVISIONS**

**23.1 Education Leave**

23.1.1 An academic staff member may be granted a leave of absence without pay for the **purpose** of pursuing academic studies,

23.1.2 **Application:** The application must be made in writing *to* the Dean or equivalent eight months before the commencement of the leave. The dean or equivalent will respond at least five months before the commencement of the leave.

23.1.3 **Duration:** Educational leave is for one year, commencing **July 1**. An application may be made for renewal for one year by following the procedures in 23.1.2,

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23.1.4 The University may award grants of up to **80** per cent of the member's salary to assist with **the** costs associated with educational advancement.

23.1.5 The recipient of an education leave grant must agree to **return** to duties at **the** University for a period equal to the time the member **was** absent, or to reimburse the University for the full amount of the grant received. **If** a member returns to the University for **a** period of time less than the length of the leave, the reimbursement will be prorated accordingly.

23.1.6 **Cancellation:** An educational leave may be cancelled **by** the applicant up to five months prior to the commencement of the leave.

23.1.7 Any of the above specifications may be waived by mutual agreement between the Dean or equivalent, the member, and the Association.

**23.2 Vacation**

**23.2.1 Entitlement**

23.2.1.1 Academic staff members will earn vacation credits on the following basis:

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Up to two years of continuous service: 1 2/3 days per month (four weeks' vacation);

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After completion of two years' continuous service: 2

1/12 days per month (five weeks' vacation after three years);

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After completion of five years' continuous service: 2 1/2 days per month (six weeks' vacation after six years).

23.2.1.2

Members who are employed on a part-time basis will be entitled to earn vacation on a prorated basis.

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23.2.1.3

Members will normally use vacation credits which have been accumulated but, by mutual agreement between the member and the University, arrangements may be made for a member to take annual vacation before such credits have been accumulated.

23.2.1.4

Members who are engaged for one full year or less are entitled to vacation leave or vacation pay in lieu at the rate 4/52nds of salary.

23.2.2 **Use of Vacation**

23.2.2.1

Members may **use** vacation at times approved by the Dean or equivalent which will not interfere with the operation **of** the unit. Except under unusual circumstances, members shall not be permitted to use vacation during a period of time when they are engaged in the instructional process, including the supervision and grading of exams.

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23.2.2.2

**A** member may carry one-half or all of the vacation earned in one academic year to the next academic year, provided it will not interfere with the operation of the unit. **All** carried over vacation must then be used in the year into which it is carried over.

23.2.2.3

Members must use vacation (four, five or **six** weeks, or pro-rata) yearly according to the provisions **of** this clause, and no arrangements may be made for payment

in lieu, either during the course of employment or upon termination.

23.3 **Statutory Holidays**

23.3.1 The University recognizes the following holidays:

- New Year's Day
- Good Friday
- Victoria Day
- Canada Day
- The first Monday in August
- Labour Day
- Thanksgiving Day
- Remembrance Day
- Christmas Day
- Boxing Day

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23.3.2 In addition, there shall be one additional day per calendar year, to be designated annually **by** the University in consultation with the employee groups. If Heritage Day is proclaimed by the government, it will be granted in lieu of this additional day.

23.4 **Sick Leave**

23.4.1 **All** academic staff members eligible for the academic salary continuance plan shall be enrolled according to the requirements of the plan.

23.4.2 An academic staff member who is not eligible for the salary continuance plan shall be granted ten working days' sick leave with pay per year; to be prorated for shorter terms and non-full-time employment. This sick leave may not be carried forward from **one** academic year to another.

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23.4.3 It is understood that when an academic staff member is absent on account of illness for short periods of time (five consecutive **working** days or less) the member's colleagues will be expected to carry out essential duties on the member's behalf.

23.5 **Benefit Plans**

23.5.1 **Committee**

There shall be an Academic and Administrative Benefits Committee appointed by the Board of Governors, responsible for seeing that the plans are administered and making recommendations to the membership and to the Board concerning amendments. The Committee shall consist of six members appointed by the Board of Governors. Two of these members shall be academic staff members recommended to the Board by the Faculty Association.

23.5.2 **Salary Continuance Plan**

23.5.2.1 All academic staff members who are eligible for the plan shall join the plan.

23.5.2.2 The University shall pay the full premium for the salary continuance plan.

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23.5.3 **Group Insurance Plan**

Eligible academic staff members shall be provided, at University expense, with the basic group insurance coverage in accordance with the terms of the policy and, furthermore, in accordance with the terms of the policy may apply for additional coverage at their own expense.

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23.5.4 **Dental Plan**

Eligible academic staff members shall be enrolled in a dental plan and the University will pay the cost of the premium.

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23.5.5 **Academic and Administrative Pension Plan**

23.5.5.1 For all academic staff members who are eligible to join the plan, enrolment is compulsory.

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Notwithstanding the above, certain term employees, under extraordinary circumstances such as already belonging to the pension plan of an employer to whom they will return at the conclusion of the term, may elect not to join the plan providing the University and the Faculty Association agree.

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23.5.5.2

**Payment of Contributions**

The University and the members of the plan each contribute one-half of the contributions to the Academic and Administrative Pension Plan.

23.5.5.3

**Principles Governing the Academic and Administrative Pension Plan**

The parties agree that the pension plan defines a form of deferred compensation which exists for the sole benefit of the members of the pension plan and their beneficiaries. Any surplus will be used for the benefit of the members and their beneficiaries.

23.6 **Payments to Estate of Deceased Members**

23.6.1 When an academic staff member dies, the member will be paid in full until the date of death, with normal deductions, and, furthermore, the University will pay to the estate of the member, with no deductions, an amount equal to salary for the balance of the appointment or for two months, whichever is lesser.

23.7 **Educational Grants**

23.7.1 A member may apply for a grant of up to 80 per cent of the member's salary to assist the member with costs associated with educational leave as specified in Article 23.1. Applications also will be considered for grants to assist with costs associated with shorter educational programs.

23.8 **Liability Insurance**

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

23.9 **Education Benefits**

Notwithstanding the provisions of Article 5, academic staff members who hold continuing, probationary, term and sessional appointments may take a credit class offered by the University, provided they are not enrolled as full-time students at the University of Regina, and provided it does not interfere with performance of duties. With the prior agreement of the Dean or equivalent the tuition will be refunded upon successful completion. Tuition for only one class per semester will be



reimbursed. **The** member and the Dean or equivalent may discuss ways **in** which duties may be reassigned to make **it** possible for the member to take the class.

**ARTICLE 24 - LEAVES**

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24.1 **Court Leave**

24.1.1 **Jury and Witness Duty**

An academic staff member who is called for jury duty or who is subpoenaed by any body in Canada with the power to do so (other than when the member is the plaintiff), shall be granted leave of absence with pay. The member shall inform the Dean or equivalent as soon as possible after receiving notification of being required to appear in court, and may be required to present proof of such notification. The member shall remit to the University all compensation received from the court, other than amounts received for travelling or living expenses.

24.1.2 **Personal Litigation**

When an academic staff member wishes time off in order to pursue a civil action in court, the member shall apply to the Dean or equivalent for leave of absence without pay.

24.2 **Personal Leave**

An academic staff member may be granted leave of absence with pay by the Dean or equivalent for up to five working days for personal circumstances such as grave illness or bereavement in the family, or to attend to urgent personal matters which cannot otherwise be accomplished. In an emergency, an application may be made by telephone (to be confirmed in writing) to the Dean or equivalent where the particular circumstances warrant it. Leaves for longer periods may be granted by the Dean or equivalent.

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24.3 **Parental Leave**

24.3.1 **Maternity or Adoption Leave**

Female academic staff members who were employed by the University as probationary, continuing or term appointments in the academic year preceding the anticipated birth or adoption of a child shall be granted leave with pay as specified **below**. The member's annual remuneration from the University shall not be less or greater than it would have been had there been no leave with pay.

Other female academic staff members shall be granted leave in accordance with statutory requirements.

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24.3.1.1

**Duration and Remuneration**

Leave with pay: The leave shall be with pay for up to twelve weeks at the member's discretion.

Additional leave without pay: In addition to the leave with pay, a member may, at her discretion, be granted up to an additional thirteen weeks of leave without pay.

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The entire leave will commence at any time during an eight-week period prior to the estimated or actual date of birth or adoption at the member's discretion, and shall be of uninterrupted duration.

At the termination of the leave, the member will return to her normal duties at the University. By agreement between the Dean or equivalent and the member, she may terminate her leave at an earlier date than originally specified.

24.3.1.2

**Notice**

The academic staff member is expected to give as much notice as possible, and not less than four weeks, except in emergency situations. She shall actively cooperate in arrangements for the uninterrupted continuation of the work of the department.

24.3.1.3

**Application**

A written application is to be submitted to the Dean or equivalent, specifying the estimated date of birth or adoption. The member shall indicate the amount of paid leave, to a maximum of 12 weeks, and the amount of unpaid leave she wishes to take. Leave must be planned so that the date of birth or adoption falls within it.

24.3.2

**Paternity Leave**

24.3.2.1

**Application and Duration**

A male academic staff member who has been

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continuously employed by the University for twelve months shall be granted paternity leave for up to ten weeks to be taken immediately prior and/or immediately after the birth or adoption of a child. The first two weeks of the leave are with pay and the following eight weeks are without pay. **A** written application specifying the estimated date of birth or adoption is to **be** submitted to the Dean or equivalent.

24.3.2.2 Notice

The academic staff member is expected to give as much notice as possible, and not less than four weeks, except in emergency situations. He shall actively cooperate in arrangements for the uninterrupted continuation of the work of the department.

These provisions are without prejudice to anything required by law.

24.4 Leave to Seek Nomination and Election to Political Office

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24.4.1 Upon written request to the Dean or equivalent, the University will grant to an academic staff member leave of absence without pay to seek nomination as a candidate, **to** be a candidate, and to hold elected political office in municipal, provincial, or federal government.

24.4.2 The member shall inform the Dean or equivalent when deciding to seek candidacy, and **shall** make every attempt to give the longest possible notice and shall actively cooperate in arrangements for the uninterrupted continuation of the work of the academic unit.

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

24.4.4 At the expiration of the leave the member may return to employment with the University and will be granted rights and privileges associated with employment with the University, with service counting up to the date the leave commenced. **In** the case of partial leave, service time will be prorated.

24.5 **General Leave of Absence Without Pay**

24.5.1 An academic staff member may be granted leave of absence without pay for good and sufficient reason. Such leaves shall not be unreasonably withheld.

24.5.2 **Application:** An application in writing shall normally be submitted to the Dean or equivalent at least six months in advance of the semester in which **the** leave will commence, stating the purpose of the **leave**. For leaves of short duration, those outside of the fall and winter semester periods, or in the case of emergencies, these time requirements may be waived, but in any case **the** application should be made as early **as** possible.

24.5.3 **Duration:** Leaves may be granted for any period of time **up** to one year. Leaves will normally be granted at times and for periods which will not disrupt **a** semester's activities. An application may be made to extend a leave **for** one further year at a time by following the procedures in **24.5.2**.

24.5.4 Any of the above specifications may be waived by mutual agreement between **the** Dean, or equivalent, the member, and the Association.

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

24.6.1 If the leave is for 31 days or fewer, employee benefits coverage and payments **by** employee and employer remain the same.

24.6.2 If the leave is for more than 31 days:

**Pension Plan** - Service credit may continue to be accumulated by the member making prior arrangements in accordance with the terms of the plan.

**Salary Continuance Plan** - The member may continue coverage by prepaying the appropriate premium in accordance with the provisions of the plan.

**Group Insurance** - The University will maintain the basic coverage on any academic staff member on leave. The member may arrange to continue optional coverage by prepaying the appropriate premiums.

(Failure to continue optional coverage may require a medical examination as a condition of reinstating coverage.)

**Dental Plan:** The member may continue coverage by prepaying the appropriate premium in accordance with **the** provisions of the plan.

**24.7 General**

Time spent on parental leave or on jury or witness duty shall count as service with the University for salary adjustments and waiting period for sabbatical eligibility.

Time spent on other leaves as specified in this article does not normally count as service with the University for salary adjustments, waiting period for sabbatical eligibility, or any other career consideration, unless it has been stated otherwise in writing **at** the time the leave is granted.

Prior to the granting of any leave, at the request of the member, the University will clarify and state in writing the effect on career considerations (such as salary adjustments, eligibility for leaves, etc.).

## ARTICLE 25 - FINANCIAL EXIGENCY

- 25.1 The parties agree that the process of long-range planning should obviate the possibility of a financial exigency occurring. However, the parties further agree that in the unlikely event of a financial exigency, in view of the ramifications to the careers of academic staff members, an orderly and equitable way of dealing with the situation is essential.
- 25.2 As soon as the University perceives that a financial exigency exists, it will convey this information to the Faculty Association in writing, indicating the nature of the problem, its probable magnitude and impact on the careers of members of the academic staff.
- 25.3 25.3.1 The Faculty Association, through its representatives, will be fully consulted by the University officers concerned and will be provided with detailed financial and budgetary information and such long-range projections as can be based on that information.

The parties agree that the following steps will be taken before there is any reduction in the number of academic staff members;

- 25.3.1.1 reduce non-academic expenditure equitable to the extent feasible;
- 25.3.1.2 reduce academic non-salary expenditure to the extent feasible;
- 25.3.1.3 make no further term appointments for the year in which the financial problem is predicted, except to meet critical program needs which cannot otherwise be met;
- 25.3.1.4 offer early retirement to appropriate academic staff members, under the terms of the pension plan;
- 25.3.1.5 as required, assign academic staff members partly or wholly to vacancies in other areas of the University, within their academic competence with no reduction in rank or status;

- 25.3.1.6 make no further appointments unless a position cannot be filled by an inside transfer and is necessary to maintain the proposed level of operation;
- 25.3.1.7 undertake other similar measures where possible.
- 25.3.2 When the parties have agreed which of the above steps will be undertaken, they will attempt to jointly determine whether a financial exigency continues to exist, its total amount, and the proportion of that amount which is to be borne by reduction in the number of academic staff members.
- 25.3.3 If the University and the Association agree that there is no exigency, the University will proceed with the jointly planned procedures, and the matter of exigency ends.
- 25.3.4 If the Faculty Association and the University agree that an exigency exists and further agree on the portion to be borne by reduction in the number of academic staff members, the University will proceed with consequent notices to the academic staff members concerned, according to the procedures specified in 25.7.
- 25.4 **If** there is a disagreement between the Faculty Association and the University, and if the Faculty Association requests it, an Exigency Review Committee will be established. One member will be named by the Chair of the Faculty Association and one member will be named by the President of the University and they will jointly select a chair. If the President and the Chair cannot agree **upon a** chair, one of the two will be selected by lot who will have the right to name the chair. The purpose of the committee is to make a recommendation **to** the President concerning Article 25.6.
- 25.5 The report of the Exigency Review Committee shall be submitted to the President within seventy-five calendar days of the date of the President's letter to the Faculty Association informing it of the financial exigency.
- 25.6 Following the review of the report or the expiration **of** the time limit (referred to in 25.5), the President will forward to the Chair of the Faculty Association a written statement setting forth:



- 25.6.1 whether a financial exigency exists;
  - 25.6.2 the total deficiency expressed in monetary terms;
  - 25.6.3 the portion, expressed in monetary terms, which is to be borne by reduction in the number of academic staff;
  - 25.6.4 the portion to be borne by each faculty or similar academic unit, as determined in Article 25.7;
- 25.7 25.7.1 **A** deficiency, expressed in monetary terms, will be allocated on a proportional basis to the following faculties and similar academic staff units:
1. Faculty of Administration
  2. Faculty of Arts and the School of Journalism
  3. Faculty of Education
  4. Faculty of Engineering
  5. Faculty of Science
  6. Faculty of Social Work and the School of Human Justice
  7. The Library
  8. Faculty of Fine Arts
  9. Faculty of Physical Activities Studies
  10. Extension, including the Conservatory, and any other academic staff units not included in the above.

**Note 1:** Academic staff members not included in the above lists will be included in the area in which they hold academic rank.

**Note 2:** By agreement between the University and the Faculty Association, any of the above units may be combined for purposes of this article.

25.7.2 The formula for allocating the deficiency will be:

$$\frac{\text{Number of established academic staff positions in the unit.}}{\text{Total number of established academic staff positions}} \times \text{Total expressed in monetary terms to be borne by reduction in the number of academic staff positions} = \text{Total expressed in monetary terms to be borne by reduction of academic staff positions in the unit}$$

25.8 **Seniority**

Seniority shall be established by the date upon which continuous employment commenced in a rank specified in Article 13 or in similar academic staff ranks which formerly bore different titles, such as Instructor or Laboratory Demonstrator. Seniority is not affected by leave taken in accordance with the provisions of this agreement.

25.9 **Discontinuance of Employment**

Within the faculty or similar unit (indicated in Article 25.7), the following groups will be discontinued in order:

- 25.9.1 academic staff members on term appointments (where appointments extend beyond the length of the notice period) will have their employment discontinued in reverse order of seniority.
- 25.9.2 academic staff members on probation will have their employment discontinued in reverse order of seniority;
- 25.9.3 academic staff members who hold tenure or continuing appointments will have their employment discontinued in reverse order of seniority;
- 25.9.4 within a group in a faculty or similar unit, if two or more members have equal seniority, the order of seniority between them will be determined by lot.

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- 25.10 When a faculty or similar unit has reduced its deficiency to an amount which is less than the salary of the next member of the academic staff whose employment would be affected, the balance of the deficit will be pooled with that of all other faculties or similar units.

This pooled deficiency will then be reduced by discontinuing the employment of members of the academic staff on a bargaining unit-wide basis (within the groups listed in 25.9.1, 25.9.2, and 25.9.3) in reverse order of seniority until the deficiency has been eliminated, with the provision that no more than one academic staff member will be discontinued in each faculty or similar unit (as stated in Article 25.7).

25.11 **Notice**

25.11.1 An academic staff member on a term appointment will be given three months' notice in writing (notwithstanding this clause, term employment ceases on the date stated in the letter of appointment).

25.11.2 An academic staff member holding a probationary appointment with fewer than three years of service shall be given six months' notice in writing.

25. 1.3 An academic staff member holding a probationary appointment with three or four years of service shall be given twelve months' notice in writing.

25. 1.4 An academic staff member with tenure or continuing status will be given eighteen months' notice in writing.

25.12 **Discontinuance Benefits**

25.12.1 An academic staff member on a term appointment whose employment is discontinued under the terms of this article shall be entitled to one month's pay for every completed year of service at the time of discontinuance, with part years prorated.

25.12.2 A probationary academic staff member whose employment is discontinued under the terms of this article shall be entitled to one month's pay for every year or partial year of service at the time of discontinuance.

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25.12.3 An academic staff member with tenure or with a continuing appointment whose employment is terminated under the terms of this article shall be entitled to discontinuance benefits according to the following formula:

For up to two completed years of service at time of discontinuance: six months' pay.

For more than two completed years of service at the time of discontinuance: six months' pay, plus one-half months' pay for each further year or partial year of service. The maximum total discontinuance payment shall be twenty-four months' salary.

25.13 **Recall**

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An academic staff member whose employment is discontinued under the terms of this article, shall be subject to recall for a period of three years. Notwithstanding this, term employees' recall rights do not extend beyond the terminal date expressed in their letter of appointment.

25.13.1 Academic staff members, according to the provisions of Article 25.14, may be recalled because of two conditions:

25.13.1.1 a general increase in the budget of the University which enables it to commence rebuilding towards the level which existed at the time of the exigency; (Recall under this circumstance is referred to as General Recall.)

25.13.1.2 an unforeseen opening for an academic staff member occurring through the resignation, retirement, death, leave or secondment of a member, or through the receipt of a funding from a source other than the provincial grant. (This is referred to as Special Recall.)

25.13.2 **General Recall**

Academic staff members will be recalled in order of seniority.

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25.13.3 **Special Recall**

When an opening occurs in a unit referred to in Article 25.7, the Faculty Association will be informed and then the position will be offered to persons on the recall list in the following order:

25.13.3.1 members within the unit, in order of seniority, who are reasonably qualified to fill the position;

25.13.3.2 members of the bargaining unit, in order of seniority, who are reasonably qualified to fill the position.

25.13.4 In the event that there is no one on the recall list who is reasonably qualified or if no one accepts a recall, and if the Faculty Association agrees that the recall provision has been exercised properly, the University may proceed to fill the vacancy through normal recruiting and appointment procedures.

25.14 **Notice and Acceptance of Recall**

25.14.1 A member being offered recall will be notified in writing, by letter forwarded to the member's last known address, with a copy to the Faculty Association. The member shall have one month in which to respond to the recall offer.

25.14.2 If the member fails to respond to a recall, or refuses a recall which is not specified as temporary, the member's name will be removed from the recall list.

25.14.3 If a member is offered a temporary recall (e.g. as a leave replacement) it may be refused by the member without prejudicing recall rights.

25.14.4 When a member accepts a recall which is not temporary, the member will be given a period of six months from the date of the notice of recall to take up the duties.

25.15 **Order of Recall**

Order of recall depends upon seniority as defined in Article 25.8. However, if it is necessary to choose between two or more members with equal seniority, it will be done by lot, at the time of the recall opportunity.

25.16 **Repayment of Benefits Upon Recall**

When accepting a recall, a member will be required to repay to the University any discontinuance payments received over and above what would have been earned during the period employment was discontinued. When a member accepts a temporary recall, **the** repayment will be prorated accordingly.

25.17 While subject **to** recall, academic staff members may use the Library and such other University facilities as may be made available from time **to** time. In addition, a member may elect *to* continue coverage in the pension and benefit plans at the member's expense and in accordance with the provisions of the plan.

## **ARTICLE 26 - AMENDMENTS TO THE UNIVERSITY OF REGINA ACT**

- 26.1 The parties to this Agreement agree that when one party receives a formal request or proposal by the Provincial Government concerning an amendment to The University of Regina Act, that party will immediately inform the other party of the substance of the request or proposal.
- 26.2 The parties to this Agreement agree that if one of them proposes to submit a request to the Provincial Government concerning an amendment to The University of Regina Act, it **will** provide the other party with 30 days' notice of its intention **and** the substance of the proposed request.
- 26.3 The parties to this Agreement agree that each will forward to the other party a copy of any formal proposal or response that it submits to the Provincial Government concerning an amendment to The University of Regina Act, within seven days of making the submission.

## **ARTICLE 27 - STRIKES AND LOCKOUTS**

- 27.1 The Association agrees that it will not engage in or participate in any slow-down, strike or picketing during the currency of this agreement. The University agrees that it will not lock out any academic staff members during the currency of **this** agreement.
- 27.2 In the event of a lockout or strike involving other bargaining units at the University, academic staff members will not be required **to** assume any duties which do not fall within the appropriate section of **Article 16**.



**ARTICLE 28 - DURATION AND CONTINUANCE OF THE AGREEMENT**



- 28.1 This Collective Agreement shall be binding and remain in effect from July 1, 1993, to June 30, 1996.
- 28.2 Unless any provision specifically provides otherwise, this agreement shall continue in force beyond the date noted above, including during any period of negotiation until a new collective agreement is ratified, except for the "no strike, no lockout" clause is not in effect after June 30, 1996.
- 28.3 This Collective Agreement may be reopened at any time by mutual agreement. Any time during 180 days prior to the expiration of the Collective Agreement either party may require the Collective Agreement to be reopened for negotiation by forwarding notice in writing to the other party.
- 28.4 The parties to this agreement may occasionally make limited modifications to the details of this agreement. Both parties must agree to the modification and specify their agreement by signing a Memorandum of Agreement.

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## **ARTICLE 29 - INTELLECTUAL PROPERTY**

The University endorses the lively interest of academic staff members in research, scholarship and professional activities, and will assist and enhance their ability to pursue these aims.

The parties agree that all issues regarding intellectual property, copyright and patents will be determined in accordance with the provisions of the Intellectual Property Policy, as negotiated by the Chief Negotiators of the University and the Faculty Association, and subsequently ratified by the membership and the Board of Governors.

APPENDIX A

1. Salary Ranges

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Effective July 1, 1993

	Floor	Increments	Normal Ceiling	Merit Increments	Merit Ceiling
Professor	63,623	10 x 2,115	84,773		
Associate Professor	49,432	10 x 1,974	69,172	3 x 1,974	75,094
Assistant Professor	40,019	9 x 1,834	56,525	3 x 1,834	62,027
Lecturer	32,219	9 x 1,262	43,577	3 x 1,262	47,363
Librarian IV	51,006	7 x 1,974	64,824	3 x 1,974	70,746
Librarian III	43,934	7 x 1,762	56,268	3 x 1,762	61,554
Librarian II	36,462	7 x 1,548	47,298	3 x 1,548	51,942
Librarian I	32,219	7 x 1,262	41,053	3 x 1,262	44,839
Laboratory Instructor III	36,637	7 x 1,409	46,500	3 x 1,409	50,727
Laboratory Instructor II	33,481	7 x 1,262	42,315	3 x 1,262	46,101
Laboratory Instructor I	29,711	7 x 1,111	37,488	3 x 1,111	40,821
Instructor III	36,000	6 x 1,800	46,800		
Instructor II	31,000	6 x 1,600	40,600		
Instructor I	28,000	6 x 1,400	36,400		

The salary range for Archivist I, II, III and IV shall be the same as for Librarian I, II, III and IV. In addition all other elements of this Collective Agreement shall apply for Archivists in the same fashion as for Librarians.

2. **Career Growth Increments**

Career Growth Increments are awarded by the University for performance which is satisfactory considering the rank of the individual and the current salary level in the rank.

Career **Growth** Increments are awarded on July 1. The increments shall be awarded to those eligible members on July 1, 1993, July 1, 1994, and July 1, 1995.

If the term of this agreement has expired, and a new collective agreement has not been signed by June 30, 1996, the Career Growth Increments shall be awarded in the same manner to those eligible members on July 1, 1996.

In the event a new agreement has not been signed by January 31, 1997, and no later than March 31, 1997, the University and Faculty Association agree to jointly apply for mediation/conciliation on any outstanding issues, including whether Career **Growth** Increments should be paid July 1, 1997 if that issue has not been resolved.

3. **Advancement in the Rank of Professor**

Professors may advance to the normal ceiling by career growth increments and special increases. Beyond the normal ceiling, advancement is by special increase only.

**Advancement Beyond Normal Ceilings in Other Ranks**

Members can advance beyond the normal ceilings to the merit ceilings in four ways:

- 1) by being awarded special increases; or
- 2) by having been awarded **special increases** in their current rank, in which case for every special increase so awarded, they may advance into the merit range by the awarding of a career growth increment; or
- 3) by carrying forward, from the date of promotion to their current rank, the credit for having been awarded one special increase in the five years prior to promotion, thereby permitting advancement beyond the normal ceiling by one CGI; or
- 4) by appointment.

4. **Sessional Instructors**  
(See Article 13.2 for definition of this rank)

Effective July 1, 1993, the stipend for a sessional instructor is \$4,300 (no additional vacation pay) for a three credit hour **class**, which is equivalent to \$1,433.33 per credit hour.

Sessional instructors are eligible for an accountable professional expense account.

5. **Sessional Lecturers**

5.1 Effective July 1, 1993, the stipend for a sessional lecturer is \$3,410 plus 4/52nds vacation pay (\$262) for a total of \$3,672 per three credit hour class, which is equivalent to \$1,224 per credit hour (which includes vacation pay).

5.2 Effective May 1, 1996, the stipend for a sessional lecturer teaching Calculus tutorials is equivalent to one credit hour, \$1,224 (which includes vacation pay).

5.3 **Sessional Practicum Co-ordinators (Faculty of Social Work)**

Effective May 1, 1996, the stipend for a sessional practicum co-ordinator in the Faculty of Social Work will be:

Less than five students - \$3,672, the equivalent of three credit hours (which includes holiday pay);

Between five and nine students - \$5,508, the equivalent of four and one-half credit hours (which includes holiday pay);

For ten students or more - \$7,344, the equivalent of six credit hours (which includes holiday pay).

5.4 **Sessional Supervisors (Faculty of Education)**

Effective May 1, 1996, the stipend for a sessional supervisor in the Faculty of Education will be:

For the supervision of interns, \$400 per intern (which includes vacation pay);

For the supervision of pre-interns, \$340 per pre-intern (which includes vacation pay).

5.5 **Sessional Practica Coaches (Faculty of Education)**

Effective May 1, 1996, the stipend for a sessional practica coach in the Faculty of Education will be \$32 per classroom hour (which includes vacation pay).

5.6 **Sessional Laboratory Instructors (Faculties of Science, Arts, University Extension, P.A.S., Fine Arts, and Engineering)**

Effective May 1, 1996, the stipend for a sessional laboratory instructor is \$55 per classroom hour (which includes vacation pay).

6. **Overload**

Effective July 1, 1993, the overload stipend for faculty (including those from federated colleges) is \$3,024 per three credit hour class (no additional vacation pay) which is \$1,008 per credit hour.

7. **Additional Taxable Allowance for Travelling (Sessional and Overload)**

7.1 For classes offered by the University of Regina outside the city of Regina and

within 150 kilometres of Regina: \$300

more than **150** kilometres from Regina: **\$450**

7.2 For classes offered by **the** University **of** Regina at a Community Education Centre at Prince Albert or Saskatoon, and outside of Prince Albert or Saskatoon respectively, and

within 150 kilometres of Prince Albert or Saskatoon: \$300

more than 150 kilometres of Prince Albert or Saskatoon, respectively: \$450

Note: In no case will the calculation of the allowance be greater than the distance from the member's normal place of residence **to** the location **of** the class.

7.3 Sessional lecturers and faculty receiving an overload stipend for a class, if the class is taught by means of teleconferencing, will receive the \$300 additional taxable allowance noted above.

7.4 **Sessional Supervisors (Faculty of Education)**

Effective May 1, 1996 for supervision of interns and pre-interns located between 50 and 150 kilometres from Regina: \$70 per student;

located over 150 kilometres from Regina: \$105 per student.

8. The salary ranges stated above have been increased as follows:

July 1, 1993 - zero per cent

July 1, 1994- zero per cent

July 1, 1995 - zero per cent

9. Accountable **Professional Expense Account**

9.1 All academic staff members except sessional lecturers and sessional instructors are eligible for the following accountable professional expense account per fiscal year. (The expense account for sessional instructors is set out below.)

May 1, 1993: \$900

May 1, **1994:** \$900

May 1, 1995: \$900

9.2 Persons **who are** appointed after the beginning of the fiscal year or whose appointment will terminate during a fiscal year will have their accounts prorated accordingly.

9.3 The accountable professional expense account must be expended in accordance with the University regulations and at no time may be used for any purchase or expenditure which would be a taxable benefit to the member.

9.4 Funds in an expense account may be carried forward automatically into the following fiscal year, provided the amount in the account does not exceed a sum which is three times the current value of the annual account plus the signing bonus.

9.5 **At the end of a fiscal year, funds remaining in an expense account may be transferred to The University of Regina Research Trust Fund.**

9.6 Accountable Professional Expense Accounts for Sessional Instructors:

May 1, 1993:	\$175
May 1, 1994:	\$175
May 1, 1995:	\$175

10. **The University of Regina Trust Fund**

10.1 **The Fund**

There shall be a fund at the University called The University of Regina Research Trust Fund, the proceeds of which are to be used solely for legitimate expenses incurred by academic staff members in research and scholarly pursuits. The money in the Fund is vested solely in the University. The signing authority for the Fund is the Dean of Graduate Studies and Research, or the designate for that title.

10.2 **Donations to the Fund**

10.2.1 Academic staff members may donate to the University of Regina Research Trust Fund by:

10.2.1.1 Indicating to the Personnel Department in writing that they wish to donate the total sum payable for the teaching of an extra-session or overload class (such election to be indicated within one week of commencement of teaching the class).

10.2.1.2 Indicating in writing to the Personnel Department that the monthly sum received as part of the administrative stipend shall henceforth be remitted to the Fund, until such time as written notice is forwarded indicating that the donations cease;

10.2.1.3 Indicating in writing to the Personnel Department that the balance in the accountable professional expense account at the end of a fiscal year is to be remitted to the Fund;

10.2.1.4 Making a lump sum donation (not to exceed \$600 in any calendar year);



- 10.2.1.5 Indicating in writing to the Personnel Department that a monthly sum be deducted from payroll (not to exceed \$50) and remitted to the Fund, until such time as written notice is forwarded to the Personnel Department indicating that such donations cease.
- 10.2.2 A charitable donations receipt for income tax purposes will be issued for all donations to the Fund, except for donations from an accountable professional expense account.
- 10.2.3 An academic staff member may stipulate that the funds donated are to be made available for specific research and only a person or persons engaging in such research qualify for reimbursement of expenditures from the Fund. Any funds so designated remaining in the account five years after the date of last deposit or expenditure will revert to the general University of Regina Research Trust Fund.
- 10.3 **Applications to the Fund**
- 10.3.1 An academic staff member shall **make** a prior application to the Dean of Graduate Studies and Research to determine whether all, a limited portion, or none of proposed expenditures will be reimbursed from the Fund upon formal application.
- 10.3.2 Applications **for** reimbursement will be made in the manner prescribed by the Dean, and must be accompanied by proper receipts and comply **with** normal University procedures.
- 10.3.3 Expenditures which may **be** reimbursed must be related to the academic staff member's research or related scholarly and professional activities, and be in the general nature of
- 10.3.3.1 **books**, manuscripts, subscriptions, equipment, instruments, materials or course supplies (which become the property of the University);
- 10.3.3.2 fees for professional training courses;
- 10.3.3.3 travel or local expenses related to meetings or related to research activities not covered by normal travel grants;

- 10.3.3.4 membership dues in professional associations or learned societies (but not the Faculty Club membership dues);
  - 10.3.3.5 payment to casual and part-time assistants who have been employed directly in the research or in the preparation of articles, manuscripts or books pertaining thereto;
  - 10.3.3.6 travel expenses incurred in bringing to the University **bona fide** research collaborators;
  - 10.3.3.7 expenditures associated with research assistance such as computer time.
- 10.3.4 Expenditures may not be reimbursed which would result in a taxable benefit to the academic staff member. Furthermore, no salary, fees, stipends, etc., paid to the individual or to that person's immediate family will be reimbursed, and no entertainment expenses may be reimbursed.

11. **Department Read Stipends**

- 11.1 Departments with fewer than five full-time faculty positions:
  - July 1, 1993 - \$1,848 per annum
  - July 1, 1994 - \$1,848 per annum
  - July 1, 1995 - **\$1,848** per annum
- 11.2 Departments with at least five, but fewer than ten full-time faculty positions:
  - July 1, 1993 - **\$2,156** per annum
  - July 1, 1994 - \$2,156 per annum
  - July 1, 1995 - \$2,156 per annum
- 11.3 Departments with at least ten, but fewer than fifteen full-time faculty positions:
  - July 1, 1993 - **\$2,462** per annum
  - July 1, 1994 - \$2,462 per annum
  - July 1, 1995 - \$2,462 per annum

**11.4 Departments with at least fifteen, but fewer than twenty full-time faculty positions:**

**July 1, 1993 - \$2,773 per annum**

**July 1, 1994 - \$2,773 per annum**

**July 1, 1995 - \$2,773 per annum**

**11.5 Departments with twenty or more full-time faculty positions:**

**July 1, 1993 - \$3,079 per annum**

**July 1, 1994 - \$3,079 per annum**

**July 1, 1995 - \$3,079 per annum**

**11.6 Part-time department heads (i.e. reduced):**

**July 1, 1993 - \$1,541 per annum**

**July 1, 1994 - \$1,541 per annum**

**July 1, 1995 - \$1,541 per annum**

## APPENDIX B

### MEMORANDUM OF AGREEMENT

With respect to the application of the newly-negotiated agreement between the University and the Faculty Association:

1. All the general conditions shall come into effect following the signing of the agreement, unless otherwise specified in the article.

2. **Signing Bonus - Academic Staff**

All academic staff members except term, sessional instructors and sessional lecturers are eligible for the following signing bonus to be applied to the member's Accountable Professional Expense Account (APEA):

\$900 one time only increase to be applied to eligible member's APEA on the first of the month following the signing of the contract, prorated for reduced or part time appointments.

Term academic staff members will receive the signing bonus **as** salary.

Academic staff members retiring June 30, 1996 or during the 1996-1997 academic year will have one year from the date of retirement to expend their APEA.

Instructors appointed prior to June 30, 1996 will receive the signing bonus for full time academic staff less whatever signing bonus previously received.

3. **Signing Bonus - Sessional Instructors**

A signing bonus of \$100 per three-credit hour class taught between July 1, 1995 and June 30, 1996 will be applied to the sessional instructor's APEA by the end of the month following the signing of the contract.

4. **Signing Bonus - Sessional Lecturers**

A signing bonus of \$100 per three-credit hour class taught between **July 1, 1995** and June 30, 1996 will be paid to sessional lecturers **as** salary by the end of the month following the signing of the contract.

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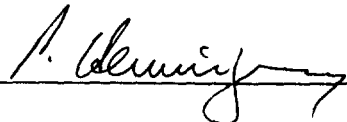
Signed on behalf of the Faculty Association P. Hervey


Signed on behalf of the University R. S. McAlloch

APPENDIX C

MEMORANDUM OF AGREEMENT  
RESPECTING RENEWAL FUND

An adequate fund **shall** be available for recruitment and retention to pay appropriate sums to newly-recruited academic staff members in areas for which it **has** been demonstrated that recruiting difficulties exist. The individual amounts will be determined by unanimous agreement between the Vice-President (Academic), the appropriate Dean or equivalent, and the majority of the members of the subject area (or department when one exists) and such payments shall be separate from salary.

Signed on behalf of the Faculty Association 

Signed on behalf of the University 

**APPENDIX D**

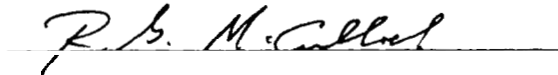
**MEMORANDUM OF AGREEMENT  
RESPECTING DISTANCE EDUCATION**

The parties to this agreement shall each name not more than three persons to a joint committee, which shall review the matter of determining a fair and equitable teaching load, performance review, and career progress and related matters for individuals who are involved in distance education teaching. The committee will report to both parties by June 30, 1997. Any changes to the collective agreement or memoranda of agreement will be subject to the collective bargaining process.

Signed on behalf of the Faculty Association



Signed on behalf of the University



**APPENDIX E**

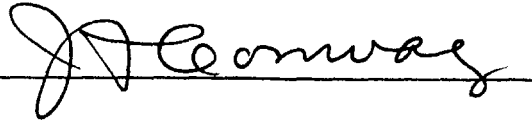
**MEMORANDUM OF AGREEMENT  
Regarding Hiring Procedures  
for Sessionals**

The University and the Faculty Association agree to the following procedure:

Each department head (or equivalent) or designate will notify currently-employed sessional lecturers and sessional instructors in the department or unit, of classes to be taught on a sessional basis in the next semester (which includes spring and summer sessions). This will be done at the time the timetable is forwarded to the Registrar's Office,

Candidates whose applications for sessional appointments are unsuccessful will be so informed in writing.

On behalf of the Faculty Association

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

On behalf of the University of Regina

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



## APPENDIX F

### MEMORANDUM OF AGREEMENT

The University of Regina and the University of Regina Faculty Association have reached an agreement on certain aspects of the proposed revision to the collective agreement, specifically regarding the introduction of a new category of INSTRUCTOR. The parties agree to the following in this regard:

1. **The** category of Instructor will be introduced immediately governed by the provisions of the existing collective agreement and the following new articles, specifically:

Article 5.4  
Article 13.1.4  
Article 13.3  
Article 14.2.4

Article 16.4  
Article 17.3.1  
Article 17.3.2  
Article 17.12  
Article 19.1.2

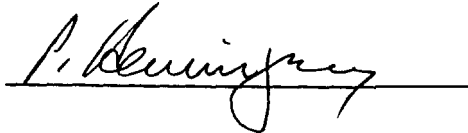
Schedule A: Note: The salary scales listed relate to the July 1, 1992, salary scales, and therefore are subject to negotiation with the balance of Schedule A.

2. Appointments to the rank of Instructor will be made initially with a commencement date of September 1, 1994.
3. In order to undertake these initial appointments, the University and the Faculty Association will prepare, as soon as possible, a mutually agreed-upon list of person eligible for Sessional Instructor appointments, by specialty and seniority, as of July 1, 1994. This will be without prejudice to any grievances which have been initiated prior to July 1, 1994.
4. Seniority will be established by the length of time the person has been continuously qualified as a Sessional Instructor. If further refinement is necessary, consideration will be given to the total length of teaching career at the University of Regina, which would include Campion College and Luther College.
5. The University will advertise Instructor vacancies to the agreed upon list of Sessional Instructors prior to a more public advertisement of the positions and give

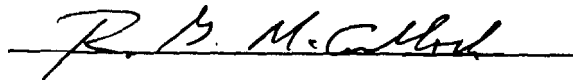
them time to respond.

6. Sessional Instructors on the above list will be given priority for appointment in Fall, 1994 and **all of** 1995. No one from this list who is appointed to an Instructor position will have a salary lower than the person would be entitled to **as a** Sessional Instructor.
7. Instructors will be slotted into salary scales by the University in recognition of their qualifications and experience.
8. Instructors will be enrolled in the benefit plans according to the terms of the specific plans.
9. Vacation entitlement will be calculated to **the** length of time that the person has been continuously qualified as a Sessional Instructor.
10. If unforeseen questions arise concerning the introduction of this new category, the parties may be called together again to clarify such issues.

Signed on behalf of the Faculty Association

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

Signed on behalf of the University

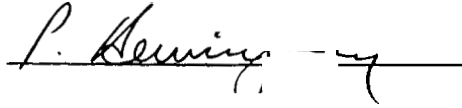
A handwritten signature in cursive script, appearing to read "R. B. McCall", written over a horizontal line.

APPENDIX G

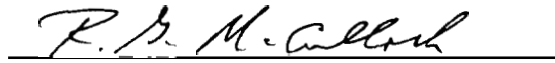
MEMORANDUM OF AGREEMENT  
RESPECTING INSTRUCTOR CATEGORY

It has been agreed at the academic bargaining table to extend to June 30, 1996, the seniority provision of sessional instructors to fill the new positions of instructors. When this category was under negotiation, it **was** anticipated the category would be fully implemented by December 31, 1995. As there have been delays in some areas in implementing the category, both parties have agreed to extend the provisions to reflect the spirit of the negotiations regarding sessional instructors as outlined in the "Memorandum of Agreement - Category of Instructor" signed 1 November 1994.

Signed on behalf of the Faculty Association

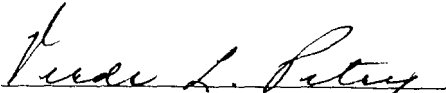
A handwritten signature in cursive script, appearing to read "P. Hewing", written over a horizontal line.


Signed on behalf of the University


A handwritten signature in cursive script, appearing to read "R. B. McCallish", written over a horizontal line.


IN WITNESS THEREOF the parties have caused these presents to be executed  
this 4th day of June, 1996.

The University of Regina, represented by:

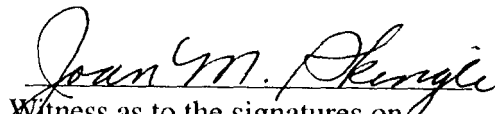
  
Witness as to the signatures on  
behalf of the University

  
Chairman of the Board

  
President


  
Secretary

University of Regina Faculty Association, represented by:

  
Witness as to the signatures on  
behalf of the University of Regina  
Faculty Association

  
Chairperson

  
Executive Member

  
Member of Negotiating Committee

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