



University of Regina

And

**CUPE Local 2419
Student Academic Assistants**

**2017 – 2021
Collective Agreement**

07608 (13)

Questions concerning the interpretation or administration of this Collective Agreement should be referred to Human Resources at
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To view the contract on the Web go to:
<https://ursource.uregina.ca/hr>

**2017 – 2021
COLLECTIVE AGREEMENT**

THIS AGREEMENT MADE IN DUPLICATE

BETWEEN

THE UNIVERSITY OF REGINA,

A BODY CORPORATE,

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES

AND ITS LOCAL 2419 (STUDENT ACADEMIC ASSISTANTS)

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ARTICLE 1 - PREAMBLE

- 1.1 In consideration of the maintenance of harmonious relationships and settled conditions of employment, and recognizing the mutual value of joint discussions and negotiations on all matters pertaining to working conditions, hours of work and wages and the need for the successful operation of the University as a public institution designated to promote higher education, the parties to this agreement do hereby enter into, ordain, establish and agree to the terms contained in this agreement.

ARTICLE 2 - MANAGEMENT RIGHTS

- 2.1 The management of the University and direction of the work force is vested exclusively in the University except as limited by the terms of this agreement.
- 2.2 The question of whether any of these rights is limited by this agreement shall be decided through the grievance and arbitration procedure.

ARTICLE 3 - NO DISCRIMINATION

- 3.1 **There shall be no discrimination with respect to any employee as provided in *The Saskatchewan Human Rights Code* or *The Saskatchewan Employment Act*.** The parties agree that there shall be no discrimination practiced with respect to any employee by reason of **religion, creed, marital status, family status (parent-child relationship), sex, sexual orientation, disability (mental and physical), age (18 or more), colour, ancestry, nationality, place of origin, race or perceived race, receipt of public assistance; and gender identity.**
- 3.2 The University agrees that no student academic employee (from hereon in shall be referred to as employee or academic assistant) shall be subject to discipline or dismissal for refusing to cross a picket line or refusing to handle products or goods of another employer who is involved in a labour

dispute with the employees. However, if such refusal results in the employee not being able to perform the employee's duties, the employee may immediately be taken off payroll until once again able to perform normal duties.

- 3.3 During a strike, no employee will be required to perform work normally done by those on strike.

ARTICLE 4 - UNION RECOGNITION

- 4.1 The University recognizes the Canadian Union of Public Employees and its Local 2419 as the sole and exclusive collective bargaining agent for all members of the bargaining unit as defined by order of the Saskatchewan Labour Relations Board dated April 18, 1978, or as may be amended from time to time by the said Board or by mutual agreement of the parties to this agreement.
- 4.2 No employee shall be required or permitted to make a written or verbal agreement with the University or its representatives that may conflict with the terms of this collective agreement.
- 4.3 Students will not be permitted to undertake, without remuneration, work normally done in the bargaining unit.

ARTICLE 5 - CHECK OFF OF UNION DUES

- 5.1 **Upon request**, the University **shall deduct from the wages due to an employee the union dues, assessments, and initiation fees of the employee** for the Canadian Union of Public Employees, Local 2419.
- 5.2 Deductions shall be forwarded to **CUPE Local 2419** as soon as possible after being made, accompanied by a list of the employees from whom the deductions are made, **the individual amounts of such deductions and total regular wages**.

ARTICLE 6 - UNION SECURITY

- 6.1 Every employee who is now or hereafter becomes a member of the union shall maintain membership in the union as a condition of employment, and every new employee whose employment commences hereafter shall, within thirty days after the commencement of employment, apply for and maintain membership in the union, and maintain membership in the union as a condition of employment, provided that any employee in the appropriate bargaining unit who is not required to maintain membership or apply for and maintain membership in the union shall, as a condition of employment, tender to the union the periodic dues uniformly required to be paid by the members of the union.
- 6.2 Persons who are not in the bargaining unit shall not perform functions that fall under a posted and filled position in the bargaining unit if the performance of such functions would alter any specifications of a posted position and result in the lay-off, displacement or reduction in hours of a member of the bargaining unit. There is no requirement for the University to continue the position past the posted end date nor is there any obligation for the University to repost a position once it has expired.

ARTICLE 7 - NEW EMPLOYEES

- 7.1 The University agrees to acquaint new employees with the fact that a union agreement is in effect and with the conditions of employment concerning union security and dues check-off. When the Union plans to have an orientation seminar for new employees, the University agrees to co-operate with the Union in distributing notices to departments for posting.
- 7.2 If the Union requests it and supplies the necessary forms, the University will provide each new employee with an opportunity to sign a membership card and check-off request, at the time the new employee is completing other forms such as a TD1. The University will forward the completed forms to the Union monthly.

- 7.3 In each semester the University will present, for completion and signature, to all new employees at the time of their appointment name and address forms that have been supplied by the Union. The University will send the completed forms to the Union within one week.
- 7.4 Provided CUPE 2419 supplies the University with sufficient copies, a copy of the collective agreement will be supplied to each employee at the time of the first appointment after a new collective agreement is available.

ARTICLE 8 - UNION-MANAGEMENT RELATIONS

- 8.1 The Union will supply the University with the names of its officers and stewards, and the University will supply, **upon request**, the names of the supervisory personnel and their functional responsibilities.
- 8.2 The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees or any other advisors when dealing or negotiating with the University. Such representatives or advisors shall have general access to the campus in order to investigate and assist in the settlement of a grievance.
- 8.3 As soon as possible after a written request by the Union, the University shall provide to the Union reasonable technical information pertaining to the bargaining unit required by the Union such as number of positions in the bargaining unit, job classifications, and wage rates.
- 8.4 The University will **provide University** space for **Union meetings and educational** functions, subject to **University policy, procedures**, and scheduling restrictions.
- 8.5 The University agrees to invite and accept representatives to ad hoc committees on the same basis as other on-campus unions, as deemed appropriate by the University.

- 8.6 The University **will provide** reasonable **access to the** internal mail service, including electronic mail, free of charge. The Union will pay the cost of connecting its hardware to the network. The University will permit the Union access to disk space to establish its own home page.
- 8.7 The University **will** provide the Union with one bulletin board **for use in** either the Laboratory **Building**, the Classroom Building, or the Education Building, upon which the Union may post notices and other similar information.
- 8.8 The University will provide the Union with self-contained office space on the main campus.
- 8.9 The University agrees to provide the Union with **an** alphabetical list of employees in the bargaining unit, indicating **address, email**, employment location, **academic or administrative unit**, classification, term of employment, and wage rate.

This information will be supplied, as it exists on September 30 and on January 31 each year, and will be forwarded to the Union in each case within two weeks. Notwithstanding, every effort will be made to supply the list as quickly as possible.

The Union shall maintain the confidentiality of the information provided with the understanding it shall only be used for the purposes in which it was obtained.

8.10 Union-Management Liaison Committee

8.10.1 There shall be a Union-management Liaison Committee, whose purpose is to foster better communication between the Union and the University.

8.10.2 The Union and the University may each send up to four representatives to any meeting.

- 8.10.3** In the event either party wishes to call a meeting, it shall be held at a mutually agreeable time within two weeks of the request.
 - 8.10.4** All items proposed by both parties will be included in the agenda. However, normally items concerning grievances or changes to the collective agreement will not be discussed.
 - 8.10.5** Discussion will be informal, and not binding on either party. Those attending may take notes, but there will be no formal minutes.
- 8.11** Upon being hired for a position, all employees shall receive a letter of appointment from the academic unit offering the position. The letter of appointment shall contain the classification, course number, faculty supervisor, and a brief description of duties, hours, and rates of pay.

ARTICLE 9 - CORRESPONDENCE

- 9.1 All correspondence between the parties arising out of this agreement or incidental thereto shall pass to and from Human Resources and the Secretary of the Union or another representative as designated by the Union.

ARTICLE 10 - JOB POSTING AND APPOINTMENTS

- 10.1 CUPE Local 2419 and the University are committed to achieving a representative workforce. All qualified candidates are encouraged to apply. Diversity group members (Aboriginal, Visible Minorities, Persons with Disabilities, and Women) and are encouraged to self-identify on their applications.

All postings will contain the **University's Diversity** statement.

- 10.2 All positions in which it is anticipated there will be 25 or more hours of employment in the semester will be posted **for a period of at least seven days and** at a reasonable time considering the needs of the position, and of potential applicants.

Appointments to positions in which it is anticipated there will be fewer than 25 hours of work during the semester need not be posted.

Appointments will not be split for the express purpose of avoiding the posting requirement.

- 10.3 Job postings shall provide a brief description of the work; the classification and rate of pay; qualifications required; location of the employment; supervisor (if known); overall time requirements and scheduling of work, if known (if not known precisely, give an estimate); person to whom application is to be made; and any other pertinent information. Qualifications shall not be established in an unreasonable manner nor should revised or upgraded qualifications be deemed necessarily to exclude applicants who previously have performed the work of the position successfully.

10.4 Applications

Postings will be dated with the date they are posted. Applications will be accepted for seven calendar days after the date of the posting. Applications received after this seven-day period need not be considered unless another deadline is explicitly stated in the posting.

- 10.5 Applications for posted positions may be in writing or electronically as stipulated on the posting. The onus is on the applicant to provide all of the information on which the decision to hire will be based. The application shall indicate, in the case of a multiple job posting, how many positions the applicant wishes to fill as well as information such as the applicant's weighted grade point average, the number of semesters of employment, relevant experience, the classes completed in the discipline and the grades obtained in those relevant classes, overall University classes completed,

and any other information that may assist in the selection process (e.g. other courses outside of the university, community service, volunteer work or other off-campus employment).

- 10.6 Priority will be given to applicants who maintain status as a full-time student at the University of Regina in the term the position is offered. Full-time is defined by either the Faculty of Graduate Studies & Research (graduate students) or the Academic Calendar (undergraduate students).**
- 10.7 Positions shall be filled through appointment on the basis of seniority in the academic unit as defined in Article 14, skill and ability, experience, required qualifications, and demonstrated efficiency.**
- 10.8 If no applicant has seniority, and in the case where there is equal seniority, the candidate(s) will be selected on the basis of the person(s) best meeting the posted requirements. Should there be candidates with equal merit with respect to seniority and qualifications, priority will be given to those candidates with a higher academic standing in the applicable coursework and then the higher academic standing within the University. Should there still be candidates with equal merit, additional information provided by the candidate will be taken into consideration (such as other courses taken outside of the University of Regina, community work and/or volunteer work that may be applicable).**
- 10.9 Notwithstanding this article, both parties acknowledge that the University recognizes the validity of providing financial support through the provision of teaching opportunities and pedagogical experience and, therefore, may commit positions to new **fully-qualified** graduate students before their arrival.
- 10.10 Holders of Graduate Teaching Fellowship positions may receive other forms of funding, including an award or support from a supervisor, or pay from other employment to a maximum of 12 hours per week. The student

employee is responsible for maintaining satisfactory academic and employment standards.

- 10.11 A counselling assistant may not hold such a position longer than two regular semesters and one summer semester, because it is normally considered as a training period or practicum period.
- 10.12 It is recognized that appointments are tentative and may be cancelled subsequently because of course changes, lack of enrollment, **or a change in the availability of research funds**. Persons who have begun their employment when the appointment is cancelled will be reimbursed for the portion of the work completed. Such employees will be placed in another position for which they are qualified without the requirement of posting, should such a position be available.
- 10.13 Employees of this bargaining unit recognize that they have a primary responsibility to their studies and to employment they receive at the University by virtue of being a student. External employment shall not be considered in making appointments under the terms of this agreement unless such employment interferes with their obligations as a University employee or is in conflict with legislated requirements.

ARTICLE 11 - ASSIGNMENT AND WORKLOAD

- 11.1 Appointments to casual positions (where it is anticipated there will be less than 25 hours of work in the semester) will be on an hourly basis and the employee will be informed in writing of the total number of hours involved before accepting the appointment. Additional time related to the assignment (for additional pay) may be undertaken by mutual agreement.

Each appointment funded by the University operating budget may not exceed 120 hours in a given semester unless mutually agreed to by the supervisor and employee **in writing**. Hours of work for appointments funded by research funds are mutually agreed to by the supervisor and employee.

11.2 All duties of the employee shall be included in the calculation of the time involved in the assignment **and job classification as per Appendix A** and will be provided to the employee in writing at the beginning of the semester of employment. These duties may include but are not limited to: preparation for classes, preparation of written and audio-visual materials, teaching, **marking term work and examinations**, leading discussions, supervising laboratories, preparing exams and papers, consulting with students, setting up experiments, conducting field trips, travel time (exclusive of normal travel to and from the primary work site), and conferring with the supervisor in charge, as required by the assignment. (The size of the class or seminar and the amount and complexity of the assignments shall be taken into consideration when making the assignment.)

11.2.1 Each department will provide training for all employees appropriate to the duties required and shall be deemed time worked.

11.3 **No employee shall be required to work more hours than allotted in their letter of offer without compensation.**

If an employee feels that the assignment is unduly onerous for the time allocated to it, the employee may appeal **to their supervisor in writing. The employee must receive a response within 14 days. If there is no resolve, the employee may appeal** to the individual to whom the employee's supervisor reports.

11.4 Employees may not be imposed upon to undertake duties other than those assigned as per the posted position unless there is **written** agreement to do so.

No employee is required to do work of a personal nature for any other person employed by the University.

- 11.5 No employee shall be required to mark **term work or examinations** between the last day of lectures and the date of the employee's own last examination. Employees will notify their supervisor of any potential conflicts **that** work assignments may have with their **final examinations**. Consideration **of an employee's term work and** examinations will be given when assigning work.
- 11.6 Employees **shall** be **given** a minimum of **seven** days' notice of the deadline **to mark term work or examinations**.

ARTICLE 12 - WORKING CONDITIONS

- 12.1 Employees will be **provided access to** the space, facilities, equipment, **resources, and books** normally required to perform their duties. Resources to be provided will be discussed by the supervisor with the employee during the orientation process.
- 12.2 Evaluation of performance, including feedback, coaching, and discussion, is an important responsibility of the supervisor of an employee. This process will help to ensure that the employee's performance is satisfactory. Supervisors may comment verbally or in writing about good performance or about areas where improvements should be made. Upon request of the supervisor or the employee, a written performance evaluation will be prepared and discussed with the employee. Copies of the written evaluation will be provided to the employee, and forwarded to the personnel file in Human Resources and to CUPE 2419. (See Article 20.4 and Article 21.6.)
- 12.3 **The parties recognize the importance of providing constructive feedback and encourage employees to provide feedback** to the present course structure, content, texts and methods of teaching and shall have the right to present constructive criticisms and suggestions for course changes to supervising professors and the department head.

- 12.4 Employees working for periods of four consecutive hours or more will receive a fifteen-minute paid rest period in every four-hour period.

ARTICLE 13 - JOB CLASSIFICATION

- 13.1 Existing classifications will not be eliminated, substantially changed or created without negotiation with the Union.

ARTICLE 14 - SENIORITY

- 14.1 Seniority is initially based on time registered in the academic program. Therefore, the following is a list, in order of priority, for consideration of any employment vacancy listed under CUPE 2419:

1. Graduate Students (enrolled or accepted)
 - a. Doctoral Students
 - b. Master's Students
 - i. Fully Qualified
 - ii. Qualifying and Probationary
2. Undergraduate Students
 - a. Honours Students
 - b. 4th Year Students
 - c. 3rd Year Students
3. All Other Students

Once a program has been completed or terminated, any seniority in the applicable unit will cease.

The second determining factor for seniority will be based upon semesters of employment. A semester of employment is defined as being hired for a posted vacancy of 25 hours or more in duration, irrespective of how many posted positions an employee may hold in a semester. Each semester of employment and/or funding from Graduate Studies and Research will only count as one employment opportunity.

With respect to the consideration of prior employment within the department/unit, those with the greater number of semesters of employment will have priority. Each employee will be ranked, those with the most seniority in the position given first priority.

14.2 An employee shall lose seniority rights in the event that:

14.2.1 The employee is dismissed for just cause and not reinstated

14.2.2 The employee resigns and does not withdraw the resignation in writing by the end of the following day.

14.3 When an employee who has been formally appointed and has accepted such appointment withdraws from the appointment prior to the date on which it is scheduled to commence, it shall not be deemed to be a resignation.

ARTICLE 15 - STATUTORY HOLIDAYS

15.1 The University recognizes the following as paid holidays: New Years Day, Family Day, Good Friday, Victoria Day, Canada Day, Saskatchewan Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, and Boxing Day. Any date proclaimed as a public holiday by the Provincial or Federal Government will be deemed to be a holiday for employees providing this does not duplicate holiday provisions above.

15.2 Employees paid on a semesterly-waged basis shall have pay for statutory holidays included in their salaries. Employees paid on an hourly-waged basis will receive 5% statutory holiday pay for each holiday that occurs during a month of employment. The calculation includes all wages and vacation pay, but not overtime.

15.3 When any of the above holidays fall on a Saturday or Sunday and is not declared as being observed on some other day, the following Monday (or

Tuesday, where the Monday is declared a holiday) shall be deemed to be the holiday for the purpose of this agreement.

ARTICLE 16 - VACATION PAY

- 16.1 Employees being paid at the Graduate Student rates shall receive 4/52nds of their gross earnings **bi-weekly** as vacation pay. All others shall receive 3/52nds of their gross earnings **bi-weekly** as vacation pay.

ARTICLE 17 - LEAVE OF ABSENCE

- 17.1 Representatives of the Union and those required by the University to be present **at grievance and/or arbitration hearings**, who work on an assigned schedule shall not suffer any loss of pay or benefits for time involved in grievance and arbitration procedures, when it is clearly unavoidable to use assigned working time.
- 17.2 An employee on an assigned work schedule may be granted by the immediate supervisor, **and** upon application, leave of absence with pay for up to three working days for compassionate reasons in the event of the **life-threatening** illness or death of a partner, spouse, parent, child, brother, sister, mother-in-law, father-in-law, grandparent, grandchild, or other person who would ordinarily be considered a member of the employee's immediate family.

In the case of a medical emergency of the immediate family, and where no other member of the family can attend to the situation, an employee shall be entitled to appropriate leave with pay and benefits, to look after the immediate crisis.

Where an employee requires leave as identified in *The Saskatchewan Employment Act*, the employee shall apply to their immediate supervisor as soon as possible.

17.3 Academic Conference Leave

An employee who has been invited to deliver their paper or scholarly or creative work at an academic conference may apply for a short term leave of absence for the time necessary to travel to and from the conference, and discharge his/her obligations. Approval of the supervisor(s) is required and shall not be reasonably withheld. In seeking the approval of the supervisor for such leave, the employee shall request the leave as far as possible in advance of the time the leave would be taken.

The employee seeking leave may choose to:

- a) request to reschedule hours in order to be absent from the workplace for the period of leave requested;

AND/OR

- b) arrange to exchange duties with another employee or faculty member.

17.4 Other Leaves of Absence Without Pay

Upon written application to the appropriate Dean or equivalent, an employee may be granted leave of absence without pay for good and sufficient reason. Such leave shall not be unreasonably withheld. The application must be made in time to permit alternative arrangements for carrying out the employee's duties, if necessary. Leave shall be given for an employee to participate in union business or to serve as a court witness when subpoenaed.

17.5 Leave for Birth or Adoption of a Child

Upon the birth or adoption of a child, leave will be granted without pay for a period of up to **seventy-eight (78)** weeks after having worked **more than thirteen consecutive** weeks. Leave may be taken at the employee's

discretion before and after the birth or adoption of a child. At the termination of the leave, the employee will return to the former classification and salary subject to any general increases, provided that work is available. In the event that work is not available at the point of return, and provided the employee meets the posted qualifications, the employee shall have preferred applicant status until successful in obtaining a position.

Provided the employee is in receipt of federal employment insurance (EI) benefits and is the primary caregiver of the child, the employee will receive the difference between the **standard** EI benefits received and the employee's regular pay until the end of the current semester to a maximum of fifteen weeks.

- 17.6 Employees shall be entitled to appropriate leave of absence with pay and benefits for sick **leave**. The calculation of paid sick leave will be based on **15** days per **year** multiplied by the fraction of time worked. This fraction will be determined by hours worked in the **pay period** divided by **80**.

Employees absent due to illness continue to accumulate seniority during the balance of their current employment, and continue to maintain seniority during the balance of the illness. (See Article 14)

- 17.7 Approved leave of absence taken previously under the terms of this agreement shall not be a consideration when making appointments under Article 10.

ARTICLE 18 - HEALTH AND SAFETY

- 18.1 The Union and the University shall co-operate in establishing rules and practices **adhering to the provisions of *The Saskatchewan Employment Act* and associated *Regulations*** promoting an occupational environment enhancing the physiological and psychological conditions of employees and which will provide protection from factors adverse to employee health and safety.

- 18.2 **Two** members of the Union shall be entitled to participate fully in the **University of Regina Occupational Health and Safety** Committee at the University. All time spent by the members attending regular bi-monthly meetings of **this committee**, or acting with the written authorization of the chairperson, shall be compensated by the University at the member's last regular hourly rate of pay.
- 18.3 The University shall provide all employees working in any potentially hazardous jobs with all the necessary tools **and personal protective equipment (PPE) needed to work safely, as determined through proper risk assessment. Tools or PPE will be replaced** as required. Supervisors shall advise employees of potentially hazardous jobs and **train** them in the proper **safe work procedures** and use of protective equipment and clothing. Employees who refuse to use **the proper safe work procedures or** protective equipment and clothing as provided and instructed may be disciplined.
- 18.4 The University shall maintain an ongoing **Health and Safety Management System** for detecting and recording potential and actual health hazards in the work place.
- 18.5 An employee may refuse to do any particular act or series of acts at work which the employee has reasonable grounds to believe are unusually dangerous to personal health or safety or the health and safety of any other person at the place of employment until sufficient steps have been taken to satisfy the employee otherwise, or until the Occupational Health **and Safety** Committee has investigated the matter and advised the employee otherwise. In the meantime, the employee may be temporarily assigned to alternative work.
- 18.6 Members of the Union will be entitled to participate in the Employee and Family Assistance Program.
- 18.7 In the event an employee is injured on the job or suffers a job related injury, and the employee is unable to use the form of transportation normally used,

transportation to the nearest emergency medical facility will be provided at the expense of the University.

ARTICLE 19 - REGULATIONS

19.1 When the University introduces new rules or regulations concerning employee's conduct on university premises or during working hours, copies will be posted and also forwarded to the Union office. Notice of the change will be distributed on the University's general e-mail system. Such rules and regulations will be reasonable and will not be inconsistent with any article in this collective agreement.

ARTICLE 20 - EMPLOYEES FILES

20.1 Each employee shall have an official personnel file located in Human Resources, the contents of which are limited to employment rather than academic matters.

20.2 Employees may view their official file in company with an employee from Human Resources, by arranging a suitable time during regular office hours.

20.3 The employee may have copies made of items in the file, provided the employee pays the cost of such copying.

20.4 An employee shall have the right to have the file supplemented and may add to the file in response to any documents contained therein.

20.5 Except as required by statute, no information contained in an employee's file shall be released to anyone except the University and its agents without the employee's written consent.

20.6 A Dean, Department Head or equivalent may, during the semester an employee is employed, have a current working file in the office containing

documents destined for the official file in Human Resources. Employees have the right of access to such files on the same basis as outlined above.

- 20.7 Information in Human Resources in the files of former employees may be examined by the appropriate former employees under the same conditions as set out in 20.2. Files of former employees will be stripped or deleted entirely under the general University policy respecting this.

ARTICLE 21 - DISCIPLINE

21.1 Due Process and Burden of Proof

An employee accused of misconduct will have the protection of due process provided by this collective agreement until such alleged misconduct is determined. In the case of discharge or discipline, the burden of proof of just cause shall rest with the University. Evidence presented shall pertain only to the grounds stated in the discharge or discipline notice to the employee. A copy of any disciplinary notice will be sent to the union office.

21.2 Dismissal

The University reserves the right to dismiss any employee for just cause. The employee shall be suspended for seven calendar days during which time the Union shall have an opportunity to investigate the circumstances and state its case. A Union representative has the right to be present at the meeting at which the employee is suspended. The University shall notify the Union on the same day as the employee is notified of this suspension.

- 21.3 On request, the Union will be given an additional period of seven calendar days for investigation purposes. Unless a grievance is presented to the University within the seven or fourteen-day period, the employee will be dismissed. If no just cause has been proved, the employee shall be reinstated without loss of pay. Confirmation of the action taken by the

University will be conveyed to the employee in writing by Human Resources. A copy of the letter will be sent to the Union Office.

21.4 If an employee's service is unsatisfactory but the situation is not serious enough to warrant dismissal, the supervisor will warn the employee verbally, and if the situation is not corrected the warning will be put into writing. The employee has the right to have a Union representative present during the verbal warning, and a copy of the written warning will be sent to the Union. If, after such progressive discipline, there is no appropriate improvement, the employee may be subject to suspension or dismissal.

21.5 Reprimand

If an employee is formally reprimanded concerning unacceptable conduct or performance, it will be done with the Shop Steward present. A written notice including particulars of the work performance or behaviour which led to such dissatisfaction shall within ten working days of the reprimand be forwarded to the employee, with copies to the Union and Human Resources. If this procedure is not followed, the reprimand **may** not be used against the employee in a warning or dismissal procedure. An employee may respond in writing to the reprimand, and such response will become part of the record. Reprimands issued in accordance with 22.4 will be removed from the employees file after **four consecutive academic terms** of subsequent employment during which no formal disciplinary action is taken. Failure to grieve previous discipline, or to pursue such a grievance to arbitration, shall not be considered an admission that such discipline was justified.

21.6 Negative Evaluation of Performance

If an employee's performance, after appropriate written direction regarding necessary improvements, remains at a level that indicates future employment of a similar nature should not be offered, the immediate supervisor shall provide the employee with a written evaluation of the performance. The employee may appeal such an evaluation to the individual to whom the employee's supervisor reports. If there is a question

as to where the appeal should be directed, Human Resources should be consulted for clarification. Insofar as it may prevent future employment at the University in the same or a similar position, if the written evaluation is not overturned by the appeal, rights under the grievance/arbitration process may be exercised.

ARTICLE 22 - GRIEVANCE AND ARBITRATION

22.1 Definition

Whenever a difference shall arise between the parties hereto or any person bound by this agreement concerning its interpretation, application, operation or alleged violation, the difference shall be dealt with in accordance with the procedures herein outlined.

22.2 Administrative Grievance

Grievances involving interpretation of the contract or administration of the contract signed by a duly authorized Union official, and not involving a specific individual, shall be taken directly to Stage 2 of the following procedure.

22.3 Dispute Referred to Supervisor

An employee or employees, before initiating an individual grievance, normally shall first refer the matter to their supervisor. Their Shop Steward or a Union representative shall accompany them to the meeting if they so wish. If the matter is not settled satisfactorily the employee(s) may refer the matter to the Union for presentation at Stage 1.

22.4 Recognition of Union Steward and Grievance Committee

In order to provide an orderly and speedy procedure for the settling of grievances, the University acknowledges the rights and duties of the Union Grievance Committee and the Union Stewards. The Steward or Union

representative shall assist any employee(s) in preparing and presenting a grievance in accordance with the grievance procedure.

22.5 Permission to Leave Work

The Union recognizes that each Steward or designated Union representative is employed for certain hours by the University and will not leave his work during working hours unless it is unavoidable, and prior permission has been obtained from the Dean or his designate. The Steward or Union representative will not be hindered, coerced, restrained or interfered with while investigating a grievance or presenting an adjustment as provided for in this agreement.

22.6 Stage 1

22.6.1 In order to be accepted, the grievance must reach the Dean or Director within forty-five (45) calendar days of when the grievor could reasonably be expected to learn of the incident.

22.6.2 The Union may request a meeting with the appropriate Dean or Director. A Department Head, Human Resources Officer and/or one or more of the aggrieved employees may be present at the request of either party.

22.6.3 Within seven working days of receiving the grievance, the Dean or Director shall render a decision in writing.

22.7 Stage 2

If a satisfactory decision is not rendered within the time limits, the Union may within seven working days of receipt of the reply or of the expiration of the time limit, whichever is earlier, refer the written grievance to Human Resources. This officer shall render a written decision, after appropriate meetings and consultation, within seven working days of receipt of the grievance.

22.8 Stage 3 - Arbitration

22.8.1 Time Limit

In the event that any grievance or matter in dispute has not been settled through the procedure outlined above, either party may, within ten working days (i.e. days when the University offices are open), submit the grievance or matter in dispute to an arbitration board as follows:

22.8.2 Nominees to the Board

The Arbitration Board shall consist of three (3) members; one (1) named by the Union and one (1) named by the University and a Chair selected as per 22.8.3. Each of the parties to this agreement shall have their representative Board member selected and made known to each other within seven (7) working days of notice being given by either party for the establishment of the Board.

22.8.3 The two parties shall endeavour to agree on the selection of a Chair within 21 working days of the notification of the grievance being submitted to arbitration. 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.

22.8.4 Hearing

The Board, having been formed by the above procedure, shall meet, hear the evidence of both parties, and render a written decision within ten working days from the completion of taking evidence. 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.

22.8.5 Time Deficiencies

Any Board of Arbitration established pursuant to the grievance procedure shall have the power to hear any arguments as to whether, in order to avoid consideration of substantive issues, time limits set forth in the grievance procedure have been unreasonably enforced. The Board may decide to deal with the case placed before it, despite such minor time deficiencies.

22.8.6 Disciplinary Action

The Board shall have the power to dispose of any grievance involving dismissal or disciplinary action by any arrangement that it deems just and equitable. (See Article 21.6.)

22.8.7 Expenses

The fees and expenses of the Chairperson shall be shared equally between the parties. Each party shall be responsible for their costs, fees and expenses of witnesses and those of their Board members.

22.8.8 Time Limits

The parties upon agreement through local negotiations may waive the time limits imposed by the foregoing provisions.

22.9 General

22.9.1 Policy Grievance

Where a dispute involving a question of general application or interpretation occurs or where a group of employees or the Union has a grievance, the grievance may be initiated at Stage 2.

22.9.2 Facilities for Grievances

The University shall provide appropriate space for grievance meetings.

22.9.3 Authorized Acting Officials

For the purpose of Stages 1 and 2 hereof, the persons duly authorized to act for and on behalf of the officials mentioned herein during their absence, shall, similarly be authorized to act in respect to the procedure outlined herein.

22.9.4 Representatives of CUPE

In the discussion of grievances with the representatives of the University, a representative of CUPE may at any time accompany the Union.

22.9.5 Copies of Documents

In the event of a grievance or a disciplinary action, the University agrees, upon request, to provide the Union with copies of all documents that the University intends to use in regard to the specific grievance or disciplinary action.

ARTICLE 23 - HARASSMENT AND DISCRIMINATION PREVENTION

23.1 The Union and the University do not condone harassment or discrimination.

23.1.1 Harassment and discrimination are defined in the University of Regina's policy and procedures for the prevention of harassment and discrimination.

23.1.2 Harassment and/or discrimination may be the subject of disciplinary action. Any discipline imposed on an employee for

harassment and/or discrimination shall be subject to the grievance / arbitration process.

23.1.3 Situations involving direction of the work force, or appropriate disciplinary actions, are not considered harassment.

23.2 Procedure

23.2.1 The parties agree that the procedures set out in the University of Regina's policy and procedures for the prevention of harassment and discrimination shall be adhered to, and the employee will be given the option of pursuing a resolution through that policy or initiating the grievance process. Grievances under this Article shall be taken directly to Stage 2.

23.2.2 Before a response is rendered, there will be an objective examination by a mutually acceptable person or group of the nature and context of the incident. Both parties agree that all proceedings and the results thereof will be dealt with in the strictest confidence possible in the circumstances.

23.3 Committee

The Occupational Health Committee regularly monitors the adequacy and effectiveness of these policies and procedures. The Union shall have the right to be represented on this Committee.

ARTICLE 24 - SALARY ADMINISTRATION

24.1 The University will pay wages **bi-weekly** in accordance with **Appendix A** attached hereto and forming part of this agreement.

24.2 For employees paid on a casual basis, timecards should be submitted to the supervisor by **deadlines on the payroll calendar posted on the Human Resources website.**

ARTICLE 25 - GENERAL

- 25.1 Whenever the singular, plural, masculine or feminine is used in this agreement, it shall be considered as if the plural, singular, feminine or masculine has been used where the context so requires.
- 25.2 The University agrees to print the copies of the collective agreement for the members of the bargaining unit (approximately 400) by the least expensive method possible. The University will also make available to the Union a copy of the collective agreement in electronic format.

ARTICLE 26 - TERM OF THE AGREEMENT

- 26.1 This agreement shall remain in effect from January 1, **2017** until December 31, **2021**. Either party may give notice to the other party in writing not more than six months and not less than 30 days prior to the expiration of the agreement that it is desired to enter into negotiations for a new collective agreement effective from the of expiration of the current agreement.

Before bargaining a new collective agreement, the University will identify employees who, in its view, are providing essential services that are necessary to prevent: danger to life, health or safety; the destruction or serious deterioration of machinery, equipment or premises; or serious environmental damage. If any employees are identified, the parties will meet to negotiate the provision of essential services.

- 26.2 Any changes deemed necessary to this agreement may be made by mutual documented agreement.

APPENDICES

Appendix A – Salary Scales

2017 – 0%	w/o Vacation Pay	Vacation Pay
Grad Teaching Fellow/Univ. Teaching Fellow	6,259.43	6,740.92
Grad Teaching Assistant (120 hrs/semester)		
Ph.D.	2,436.00	2,623.38
Masters	2,322.00	2,500.62
Teaching Assistant 1 (90 hrs/semester)		
Ph.D.	1,827.00	1,967.54
Masters	1,741.50	1,875.46
4th Year	1,530.00	1,618.27
Other	1,253.70	1,326.03
Teaching Assistant 2 (Hourly Rate)		
Ph.D.	20.30	21.86
Masters	19.35	20.84
4th Year	17.00	17.98
Other	13.93	14.73

2018 – 0%	w/o Vacation Pay	Vacation Pay
Grad Teaching Fellow/Univ. Teaching Fellow	6,259.43	6,740.92
Grad Teaching Assistant (120 hrs/semester)		
Ph.D.	2,436.00	2,623.38
Masters	2,322.00	2,500.62
Teaching Assistant 1 (90 hrs/semester)		
Ph.D.	1,827.00	1,967.54
Masters	1,741.50	1,875.46

4th Year	1,530.00	1,618.27
Other	1,253.70	1,326.03
Teaching Assistant 2 (Hourly Rate)		
Ph.D.	20.30	21.86
Masters	19.35	20.84
4th Year	17.00	17.98
Other	13.93	14.73

2019 – 0%*	w/o Vacation Pay	Vacation Pay
Grad Teaching Fellow/Univ. Teaching Fellow	6,259.43	6,740.92
Grad Teaching Assistant (120 hrs/semester)		
Ph.D.	2,436.00	2,623.38
Masters	2,322.00	2,500.62
Teaching Assistant 1 (90 hrs/semester)		
Ph.D.	1,827.00	1,967.54
Masters	1,741.50	1,875.46
4th Year	1,530.00	1,618.27
Other	1,253.70	1,326.03
Teaching Assistant 2 (Hourly Rate)		
Ph.D.	20.30	21.86
Masters	19.35	20.84
4th Year	17.00	17.98
Other	13.93	14.73

* Active employees at the time of ratification will receive a one-time lump sum payment of \$500.

2020 – 1.5%	w/o Vacation Pay	Vacation Pay
Grad Teaching Fellow/Univ. Teaching Fellow	6,353.32	6,842.04
Grad Teaching Assistant (120 hrs/semester)		
Ph.D.	2,472.54	2,662.74
Masters	2,356.83	2,538.12
Teaching Assistant 1 (90 hrs/semester)		
Ph.D.	1,854.41	1,997.06
Masters	1,767.62	1,903.59
4th Year	1,552.95	1,642.54
Other	1,272.51	1,345.92
Teaching Assistant 2 (Hourly Rate)		
Ph.D.	20.60	22.18
Masters	19.64	21.15
4th Year	17.26	18.26
Other	14.14	14.96

2021 – 1.75%	w/o Vacation Pay	Vacation Pay
Grad Teaching Fellow/Univ. Teaching Fellow	6,464.50	6,961.77
Grad Teaching Assistant (120 hrs/semester)		
Ph.D.	2,515.81	2,709.33
Masters	2,398.07	2,582.54
Teaching Assistant 1 (90 hrs/semester)		
Ph.D.	1,886.86	2,032.00
Masters	1,798.55	1,936.90
4th Year	1,580.13	1,671.29
Other	1,294.78	1,369.48

Teaching Assistant 2 (Hourly Rate)		
Ph.D.	20.96	22.57
Masters	19.98	21.52
4th Year	17.56	18.57
Other	14.39	15.22

Notes:

1. The column headed including vacation pay above, includes vacation pay at the rate of 3/52nds or 4/52nds of normal earnings. Quotations of pay, both verbally and in writing, are to be assumed to include appropriate vacation pay, unless specified otherwise.

2. **JOB CLASSIFICATIONS**

- 2.1 **Graduate Teaching Fellow (GTF)**

Graduate Teaching Fellows are fully qualified graduate students accepted to either a master's or doctoral degree program at the University of Regina who are awarded a Fellowship by the Faculty of Graduate Studies and Research (FGSR) on the recommendation of the corresponding academic unit. Fellowships are integrated with a Graduate Teaching Assistantship at either the master's or doctoral level. Students need not be registered at the time of application, but must be registered full-time throughout the semester to which the appointment applies. Duties normally consist of teaching one undergraduate course. The work is directed by a faculty member assigned by the head of the academic unit. Holders of teaching fellowships must have appropriate qualifications to teach in the assigned unit. As a condition of employment, all Graduate Teaching Fellows will have attended, or will attend, a teaching workshop as may be offered by the Centre **for Teaching and Learning**.

2.2 Graduate Teaching Assistant (GTA)

Graduate Teaching Assistants are fully qualified graduate students accepted in either a master's or doctoral degree program at the University of Regina who are awarded an assistantship by the Faculty of Graduate Studies and Research on the recommendation of the corresponding academic unit. Students need not be registered at the time of application, but must be registered full-time throughout the semester to which the appointment applies. Duties will normally consist of assisting with the instructional program of undergraduate courses or laboratories, assisting with research on curriculum development for a course, and/or marking assignments or tests, counseling or tutoring positions. A GTA position is to have 120 assigned hours of work per semester. As a condition of employment, all Graduate Teaching Assistants will have attended, or will attend, a teaching workshop as may be offered by the Centre **for Teaching and Learning**.

Note: Qualifying and Probationary master's students are not eligible for funding by the Faculty of Graduate Studies and Research.

2.3 University Teaching Fellow (UTF)

University Teaching Fellows are fully qualified graduate students accepted to either a master's or doctoral degree program at the University of Regina, who are awarded a Fellowship by the academic unit. Students need not be registered at the time of application, but must be registered full-time throughout the semester to which the appointment applies. Duties normally consist of teaching one undergraduate course. The work is directed by a faculty member assigned by the head of the academic unit. Holders of teaching fellowships must have appropriate qualifications to teach in the assigned unit. As a condition of employment, all University Teaching Fellows will have attended, or will attend, a teaching workshop as may be offered by the Centre **for Teaching and Learning**.

2.4 Teaching Assistant 1 (TA1)

A Teaching Assistant 1 is an employee engaged for one semester to assist a faculty member by leading either one seminar or one lab section per week for at least ten weeks of the semester, with associated marking, preparation and assignments. These positions are generally considered to be an average of 90 hours (including vacation pay) for the semester. The rate of pay for this position shall be based on the pay classification of the employee in Note 3. If seminars or labs can be demonstrated to require more than 90 hours, additional hours are to be approved by the supervisor before being worked or paid.

2.5 Teaching Assistant 2 (TA2)

A Teaching Assistant 2 is an employee engaged for one semester to assist a faculty member in any of the following ways: marking assignments or tests, counselling or tutoring positions, Fine Arts skilled positions, **invigilating duties**, etc. The number of hours assigned to these positions will be determined by the academic unit offering the position in a fair and reasonable manner, based on anticipated hours of work. The rate of pay for these positions shall be based on the pay classification of the employee in Note 3. If the position requires more hours than were originally assigned, additional pay shall be paid.

2.6 Counselling Assistant

A counselling assistant is an employee engaged for a semester by Counselling Services, and is on call for approximately twenty hours per week for thirteen weeks. The hourly rate will be the appropriate pay classification specified in Note 3.

2.7 Student Assistant

A student assistant is an employee who is hired to facilitate with the research and associated functions of a project in an academic or administrative unit. This classification also includes an employee who is hired by a faculty member holding a research grant to provide services associated with the research project. Such

employees will be paid based on the hourly rate appropriate to their pay classification as specified in Note 3, except in circumstances where it would violate any terms and conditions set by an external funding agency.

3. PAY CLASSIFICATIONS

- 3.1 **Ph.D.:** Employees will be paid at this rate if the Faculty of Graduate Studies and Research has accepted them as Ph.D. students, or if they hold Ph.D. degrees.
- 3.2 **Master's:** Employees will be paid at this rate if they have been accepted as fully qualified Master's students by the Faculty of Graduate Studies and Research, or if they hold Master's degrees.
- 3.3 **Fourth Year:** An employee will be paid at this rate who requires thirty hours or fewer in order to complete the undergraduate degree in the discipline in which employed or who has attained an undergraduate degree in the area in which employed, and is not eligible to be paid at the Master's rate.
- 3.4 **All Others:** All student employees not eligible for rates in Note 3.1 to 3.3 will be paid at this rate.

APPENDIX B

JOB CREATION PROJECTS

1. The University may participate in programs funded by the Federal or Provincial Governments or an agency thereof designed to create additional summer employment of students, provided the following conditions are met.
2. Positions normally associated with credit classes and the regular University programs will be filled by employees receiving the salary scales stipulated in the collective agreement.
3. The University will not redefine jobs or student status in order to move such jobs into the job creations program. However, the requirement in Article 10.6 of full-time student status at the University may be waived to facilitate job creation projects.
4. Persons employed under the program will be members of the bargaining unit, and will be afforded the protection of the collective agreement, subject to unavoidable wage restrictions and program requirements that may vary in minor respects from the details of the collective agreement. The University and the Union prior to the commencement of the program must approve significant differences between the program and the collective agreement.
5. The University will, by preference, participate in programs that provide levels of funding adequate to meet the wage scales of the collective agreement.
6. If the funds provided by the program are inadequate to meet the salary rates of the collective agreement, the University will make every endeavour to supplement the salary funds provided up to the level of the rates in the agreement. Different departments and research units may vary in their ability to supplement the funds provided under the program.

7. Before the University makes application to a program, the details of the program will be supplied to the Union, including all descriptive literature, application forms and other pertinent details. The University shall also inform the Union of the number of positions applied for, and the level of supplementary funding (if any) which will be supplied by the University central budget, the faculty, department or research unit. Any additional information requested by the Union, which the University is able to provide, shall be supplied to the Union by Human Resources upon application.
8. Human Resources shall administer all such programs on behalf of the University, and the Union will appoint one of its members who will meet weekly with the program administrator in that office to obtain information and discuss the program. Human Resources shall provide full information to the Union appointee at the weekly meetings.
9. Policy grievances, to be considered, must be filed within seven calendar days of receipt by the Union of the information on that stage of implementation of the program.
10. Grievances concerning specific individuals or specific problems will be subject to the time limits of Article **22**. The University will assume responsibility for the necessary redress of the situation grieved if the grievance is upheld.

APPENDIX C

During the term of this agreement, the parties agree to hold joint sessions for University Administrators and Academics on the application and interpretation of the collective agreement. The sessions will be arranged and scheduled at mutually convenient times.

Memorandum of Agreement

Regarding Article 10

Recruitment of Graduate Students Using Research Funds

The parties agree that, notwithstanding Article 10, there is a benefit to providing financial support through the provision of research opportunities and experiences for graduate students and, therefore, the University may commit positions to new graduate students before their arrival.

The University will audit the application of this provision during the Fall semesters and agrees to provide CUPE 2419 with information regarding the number of times that this provision is applied.

Memorandum of Agreement
between
the University of Regina
and
CUPE Local 2419 ("CUPE")

Article 17.4 - Supplementary Employment Benefits

The federal government has made amendments to the rules governing parental leave. Parents can choose to receive parental benefits over a period of 12 months at the current benefit rate or up to 18 months at a lower benefit rate.

The parties agree that, provided the CUPE member is in receipt of employment insurance benefits, Supplementary Employment Benefits (SEB) as outlined in Article 17.4 will be provided based on the standard parental benefit rate, regardless of the duration of the leave. The level of SEB will not increase should a CUPE member choose extended parental benefits.

There are two options available for receiving federal EI parental benefits:

1. *Standard parental benefits* can be paid for a maximum of 35 weeks at a weekly benefit rate of 55 percent of the claimant's average weekly insurable earnings, up to a maximum amount. For 2018, claimants can receive a maximum amount of \$547 per week for up to 35 weeks.
2. *Extended parental benefits* can be paid for a maximum of 61 weeks at a weekly benefit rate of 33 percent of the claimant's average weekly insurable earnings, up to a maximum amount. For 2018, claimants can receive a maximum amount of \$328 per week for up to 61 weeks.


Signed on behalf of the University

Date

14 Mar 19


Signed on behalf of CUPE

Date

Mar 13/19

Memorandum of Settlement
between
University of Regina (the “University”)
and
CUPE Local 2419 (“CUPE”)

This memorandum of settlement will be taken by both parties to their respective principals for ratification.

The University and CUPE hereby agree to the following five-year settlement in accordance with Article 27.

Unless otherwise stated, all changes take effect the 1st of the month following ratification of the agreement by the parties.

Salary – Appendix A

All individual wages along with wage ranges are increased as follows:

0% effective 1 January 2017

0% effective 1 January 2018

0% effective 1 January 2019

One-time lump sum payment (not on base and not on wage ranges) of \$500. Lump sum payment must be paid to active employees at the time of ratification.

1.5% effective 1 January 2020

1.75% effective 1 January 2021

Duration and Continuation of the Agreement – Article 27

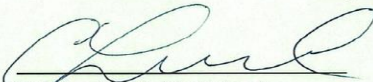
Five-year agreement effective 1 January 2017 to and including 31 December 2021

Articles:

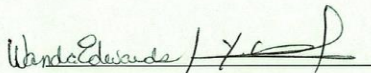
- 1. Article 10 - As per UR proposal 1:00 p.m. 23 November 2018
- 2. Article 15 - As per UR proposal 1:00 p.m. 23 November 2018
- 3. Article 27 - As per UR proposal 28 September 2018

Other Articles Agreed Upon (prior to 1 February 2019):

- 1. Article 3 - As per agreed proposal 25 January 2019
- 2. Article 4 - As per agreed proposal 25 January 2019
- 3. Article 5 - As per agreed proposal 25 January 2019
- 4. Article 8 - As per agreed proposal 25 January 2019
- 5. Article 11 - As per agreed proposal 23 November 2018
- 6. Article 12 - As per agreed proposal 25 January 2019
- 7. Article 13 - As per agreed proposal 25 January 2019
- 8. Article 16 - As per agreed proposal 26 October 2018
- 9. Article 17 - As per agreed proposal 26 October 2018
- 10. Article 18 - As per agreed proposal 25 January 2019
- 11. Article 18.4 MOA - As per agreed proposal 25 January 2019
- 12. Article 19 - As per agreed proposal 23 November 2018
- 13. Article 22 - As per agreed proposal 25 January 2019
- 14. Article 25 - As per agreed proposal 26 October 2018


Signed on behalf of the University


1 Feb 2019
Date


Signed on behalf of CUPE 2419


Feb 1st, 2019
Date

IN WITNESS THEREOF the parties have caused these presents to be executed this 11th day of March, 2019.

The University of Regina, represented by:



Signed on behalf of the University


On behalf of the Board of Governors


President

The Canadian Union of Public Employees and its Local 2419, represented by:


YASSINE EL BAHLOULI
Signed on behalf of CUPE 2419


Jan Goy
On behalf of the Canadian Union of
Public Employees