

UNIVERSITY OF REGINA

COLLECTIVE AGREEMENT

2002-2005

FACULTY 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 academic staff 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 including, but not limited to, legislation.

The Saskatchewan Human Rights Act (2002) mandates educational accommodations for persons with disabilities. Everyone, including academic staff and administrators, involved in the accommodation process must undertake their roles seriously and with integrity, ensuring that accommodations requested do not compromise academic standards and adhere to the principles of natural justice. It is recognised that the accommodation process depends upon honesty and fairness.

If the academic remedies available to resolve disputes are not successful, there are dispute resolution procedures established within the applicable legislation.

2.3 All academic staff members shall undertake their duties in accordance with the:

- 2.3.1 standards and procedures collegially agreed to;
- 2.3.2 academic requirements of the university community;
- 2.3.3 reputation of the university community; and
- 2.3.4 obligation to base research and teaching on an honest search for knowledge.

Factors intrinsic to the process of academic research and scholarly activity such as honest error, conflicting data, differences in interpretation and/or assessment of data or experimental design or practice do not constitute a violation of the responsibilities in 2.3.1 to 2.3.4 above, and do not constitute professional misconduct.

- 2.4 Academic staff members at the University of Regina are expected to behave responsibly. Professional misconduct in academic research and scholarly activity includes but is not limited to:
- 2.4.1 fabrication, falsification or plagiarism;
 - 2.4.2 failure to recognize the substantive contributions of others by due acknowledgement;
 - 2.4.3 failure to obtain the permission of an author before making significant use in any publication of new information, methods, concepts or data obtained through access to manuscripts or grant applications;
 - 2.4.4 attribution of authorship to persons other than those who have participated sufficiently in the work;
 - 2.4.5 submission for publication of articles originally published elsewhere, except where it is clearly indicated in the published work that the publication is intended to be a republication;
 - 2.4.6 unauthorized and intentional diversion of the research funds of the university, federal or provincial granting councils or other sponsors of research;
 - 2.4.7 material failure to comply with relevant federal or provincial statutes or regulations for the protection of researchers, human subjects, the health and safety of the public, or for the welfare of laboratory animals;
 - 2.4.8 material failure to meet other relevant legal requirements that relate to the conduct or reporting of research and scholarly activity;
 - 2.4.9 failure to reveal material conflict of interest to sponsors or to those who commission work, or when asked to undertake reviews of research grant applications or manuscripts for publication, or to test products for sale or for distribution to the public; and
 - 2.4.10 failure by those involved in a research project to reveal to the employer any material financial interest in a company that contracts with the employer to undertake research, particularly research involving the company's products or those of its direct competitors, or to provide

research-related materials or services. Material financial interest includes ownership, substantial stock holding, significant honoraria or consulting fees, but does not include routine stockholding in a large publicly traded company.

ARTICLE 3 – NO HARASSMENT AND DISCRIMINATION

- 3.1 The parties agree that there shall be no harassment and/or 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 or mental handicap (except where the handicap would prevent them carrying out required duties and is subject to the provisions of the Salary Continuance Plan), and membership or activity in the Faculty Association.

The parties further agree that there shall be no harassment and/or discrimination practiced with respect to any academic staff member who, in a professionally responsible manner, expresses disagreement with the policies and procedures of the University. If there is dispute about whether an academic staff member has behaved in a professionally responsible manner, the issue will be subject to the grievance/arbitration process.

In addition, recourse is available through the relevant statutes related to protection from harassment and/or 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.

Equity will be monitored using methods agreeable to both the University and the Faculty Association.

- 3.3 The University will:
- eliminate or modify any policies, practices, and systems that are discriminatory and impede the employment and advancement of designated groups;
 - maintain goals for hiring, training, and promoting designated groups, and implement action for achieving these goals;

- 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 of 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 harassment and/or 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 their family. In addition, an academic staff member may not employ any immediate family member in any capacity on a University-administered research grant that the academic staff member holds except with the approval of the President.
- 3.7 Both parties further agree that when conflicts of interest are perceived to exist, they will be disclosed with a view to resolving the matter in an open and unbiased manner.
- 3.8 **Harassment and Discrimination**
The University and the Faculty Association declare that they do not condone harassment and/or discrimination.
- The parties agree that harassment and/or discrimination as defined in the Harassment and Discrimination Prevention Policy of the University of Regina may be the subject of discipline. Any discipline imposed on an academic staff member for harassment and/or discrimination shall be subject to the grievance/arbitration process.

When developing or amending the Harassment and Discrimination Prevention Policy, the University will provide for representation from the Faculty Association on the advisory committee or any other appropriate committee.

3.9

Harassment and Discrimination Procedures

The University and the Faculty Association will jointly agree to procedures for the resolution of harassment and discrimination concerns. The procedures will be reviewed annually by the Joint Relations Committee to ensure that the procedures are working satisfactorily and are not in conflict with the provisions of this collective agreement. A written record of the review will be kept and distributed to the parties.

ARTICLE 4 – RECOGNITION

4.1 Scope

The University recognizes the Faculty 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 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 Faculty Association. The Faculty 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 Faculty 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, it is understood that the number of Instructor positions across the University, excluding Instructors in the ESL Program, will not exceed twelve per cent (12%) of the total probationary and continuing appointments within the in-scope ranks of professor, associate professor, assistant professor and lecturer. Prior to any proposed new Instructor position being advertised, the Dean or equivalent will verify with the Director of Human Resources that such an appointment will not violate this twelve per cent (12%) limit.

- 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 Faculty 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 agrees that an increase in the proportion of credit classes taught by other than full-time staff should be avoided. The University will collect verifiable data to evaluate the use of Sessional Lecturers in instruction and provide this data to the Joint Relations Committee for discussion no later than July 1, 2003. This committee is committed to evaluating the proportion of sessionals hired to teach credit classes and will develop procedures to monitor and to limit the use of sessionals.

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 Faculty 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 an academic staff member leave of absence with full pay and benefits for up to eighteen months to train for another academic discipline. The University and the academic staff 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. During the leave the academic staff 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 academic staff 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 13.3) within the academic staff member's field of competence, or be assigned to a different geographic location, with no reduction in rank, salary, rights, seniority, and benefits. Offers to transfer by either the University or the academic staff 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 academic staff 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 Faculty 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; secret ballots as needed, such as for elections; and a reasonable effort to consult those who are absent from campus. All academic staff members, with continuing or probationary appointments and instructors in rolling appointments will be consulted through this process. These consultation meetings shall be called by the dean or the appropriate department head or

equivalent. Attendance and voting procedures for these consultation meetings shall be determined at a general meeting of the faculty, department or equivalent unit.

The results of the consultative process are advisory to the dean or department head or equivalent. 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 standing committees or procedures that shall have specified authority to act on its behalf in certain matters. Such committees 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 matters such as scope, purpose, selection, quorum, and minutes. 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.

It is the University and the Faculty Association's goal to develop processes and procedures that are characterized by fairness and transparency and remain consistent with the terms of the collective agreement.

**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 Faculty 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 Faculty Association shall designate not more than four members.

6.1.3 **Meetings**

Meetings of the Committee will be scheduled at mutually agreeable times, at least four times per year for at least two hours per meeting unless otherwise mutually agreed.

In addition, meetings may be called by either the University or the Faculty Association at 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 academic staff 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 academic staff members are required to pay them.
- 7.3 The University shall inform each new academic staff 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 Faculty Association.
- 7.4 The University shall deduct from the salary of each academic staff member of the bargaining unit membership fees and assessments as directed by the Faculty Association, provided each academic staff member who wishes this method of payment has submitted a written authorization for such deduction to Human Resources.
- 7.5 The University shall obtain from each new academic staff member of the bargaining unit authorization to deduct from the member's salary all membership fees and assessments as directed by the Faculty Association. If such authorization is not obtained the University shall not be held liable for Faculty Association dues.
- 7.6 The University shall transfer promptly to the Treasurer of the Faculty Association 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 Faculty 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 Faculty 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 Faculty 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 Faculty Association communications.

Any electronic correspondence or communication concerning: terms and conditions of employment; or any matters associated with the Collective Agreement that is carried on among members and the Faculty Association staff, office, or officers, is the property of the members or of the Faculty Association.

9.2 Subject to availability, the University will allow the Faculty 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 Faculty 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.

9.5 The University agrees that the Faculty Association officers, negotiators, and members acting on behalf of the Faculty Association may use time during regular University office hours for the purpose of preparing for and conducting negotiations, and conducting Faculty 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 Faculty Association may need to attend conferences, meetings and workshops, on and off-campus. The Faculty Association may use up to fifty person-days annually for this purpose providing the members' teaching and related duties are carried out and that the Dean or equivalent is notified in writing. If requested to do so, the Faculty Association will account for days used.

Upon written request to the President to be made at least annually, the Chair of the Faculty Association and the Chair of the Grievance Committee shall not normally teach more than six credit hours in the academic year. In the case of a member whose normal duties do not include teaching, equivalent relief will be provided.

- 9.6 A member's service to the Faculty Association shall be considered in evaluation of performance. Usually this evaluation will be considered as part of the administrative duties. However, a negative evaluation in this context shall not be deemed to be a violation of Article 3 of this agreement.
- 9.7 The Faculty 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 Faculty 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, instructors, laboratory 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, stipends, and start and end dates of the appointment

10.1.3 a list of all employees with academic status who are out of scope, as well as start and end dates of the appointment

10.1.4 a statistical summary of all career decisions (e.g. promotions granted and not granted, merit increments 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 Faculty Association agree to make available to the other party upon written request and within a reasonable time information that 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 Human Resources. Copies of the data contained in the file in Human Resources may also be kept in the department or faculty.

The University is responsible for assuring that the file in Human Resources has all of the relevant data. In particular, material in the department or the faculty used in connection with the renewal of probation, tenure, promotion or salary review shall be placed in the file at the conclusion of the performance review process.

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 Human Resources.

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

The official file may be examined by the academic staff member or by another member upon the written authorization of the academic staff member, at any time during regular office hours, in company with a Human Resources employee. The academic staff member may choose to be accompanied by a representative of the Faculty Association. The academic staff member may be required to produce photo ID.

Members, upon written request to Human Resources, and at their own expense, may obtain copies of documents contained in the file.

Any information in the official file that bears on a grievance in which the member is directly involved shall be made available to the Chair of the Faculty Association or designate.

A letter of reprimand shall be removed from the file upon written request from the academic staff member after a period of four 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 and with the concurrence of the dean or equivalent, such material may be removed before the four-year period expires.

Contents of the member's file may not be removed except as provided for elsewhere in this collective agreement.

ARTICLE 11 - CORRESPONDENCE

- 11.1 A copy of each and every piece of correspondence passing between the Faculty Association and the University shall be sent to the Director of Human Resources of the University and the Chair of the Faculty 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 in committee with the appropriate Department(s) or equivalent unit(s), or, other procedures as determined by the consultation in committee provided for in Article 5.7.

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 Dean or equivalent (or designate) will maintain copies of these procedures. 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 designate) 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. Academic staff 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 Signed 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 and will be destroyed once a decision has been made.

12.4 Except in unusual circumstances, all academic staff positions except sessional appointments will be advertised, and such advertisements will adhere to the University's employment equity policy with respect to advertising. Except in

unusual circumstances, sessional vacancies will be advertised through a web-site operated by Human Resources, including course number and title where these are known.

- 12.5 Each department head (or equivalent) or designate will notify currently employed Sessional Lecturers and part-time instructors in the department or unit of courses 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 for those that are known.

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

- 12.6 Where an appointment is made with responsibilities in more than one Faculty or equivalent unit, and/or more than one department, the academic staff member will be informed in writing, at the time of the appointment, regarding the procedures to be used under Article 17 for Performance Review.

ARTICLE 13 - APPOINTMENT CATEGORIES AND COMPENSATION

13.1 **Ranks**

13.1.1 **Faculty Ranks**

Every appointment to the faculty is made at one of the following ranks:

Professor
Associate Professor
Assistant Professor
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

Sessional Lecturer III
Sessional Lecturer II
Sessional Lecturer I

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 an academic staff member who holds a position at another institution and is appointed to a temporary position at the University.

13.2 **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. or other terminal degree, and has some relevant experience, or possesses a Master's degree and five years of relevant teaching experience.

Movement from one category to the next is by promotion following application.

13.3 **Sessional Lecturer**

Sessional Lecturers are appointed as follows:

Sessional Lecturer I possesses a Bachelor's degree.

Sessional Lecturer II possesses a Master's degree, or possesses an Honours degree or equivalent and has taught 12 three credit hour courses at the University of Regina (excluding the Federated and Affiliated Colleges) since July 1, 2002.

Sessional Lecturer III possesses a Ph.D. or other terminal degree, or possesses a Master's degree and has taught 15 three credit hour courses at the University of Regina (excluding the Federated and Affiliated Colleges) since July 1, 2002.

If an individual moves from a Sessional Lecturer I to a Sessional Lecturer II on the basis of experience and subsequently obtains a Master's degree, only 9 additional three-credit hour courses after the conferring of the degree are required for movement to Sessional Lecturer III.

Applications for appointment as a Sessional Lecturer will include a current curriculum vitae and a teaching dossier. The teaching dossier should contain a statement of the teaching philosophy as well as course outline, assignments, examinations and previous student evaluations (where available).

13.4 **Academic Unit Assignment**

Academic staff members are assigned to Faculties (and, where appropriate, to departments). Interdisciplinary appointments may be made but shall indicate the primary Faculty to which an academic staff member is assigned. This will determine the unit to which the academic staff member belongs for actions arising pursuant to Article 25. With the prior written concurrence of the academic staff 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 academic staff member is working full-time on a year-round basis, including initial appointments that begin after the traditional starting date of July 1. 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 a full-time appointment in which the academic staff member is required to work on less than a year-round basis. (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 academic staff member's assignment of duties requires less than full-time employment; however, the academic staff member is normally appointed for a period of an academic year. A reduced appointment is made in each of the following situations: an academic staff member may elect to transfer from a continuing full-time to a continuing reduced appointment, or a new academic staff 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 academic staff 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 an academic staff 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 Appointment**

A term 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 the appointment beyond that date. Should the University wish to extend or renew a term appointment, it will endeavour to notify the academic staff member of its intention six weeks prior to the expiry of the term appointment. The academic staff member 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 an academic staff 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.

14.2.1.4 An individual other than a "Visiting" appointee or a Sessional Lecturer 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 academic staff member subsequently receives a probationary appointment provided that, in the judgement of the President's Advisory Group on Faculty Appointments, the time spent in the term appointment is appropriately related to the new appointment.

14.2.1.6 Academic staff 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 career growth increment 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.

14.2.2 **Probationary Appointment**

A probationary appointment is for a period of one year except in the case of the first period of appointment, which will normally be for two years, or a specified portion thereof in excess of twelve 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 appointment, the University will inform the academic staff member of the member's employment status following the end of that probationary appointment. The University will make every effort to notify the academic staff member as soon as possible.

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, the probationary period may be extended at the request of the academic staff 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 academic staff member.

An academic staff 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 that continues subject only to Articles 19 and 25 or retirement according to the requirements of the pension plan. In the case of academic staff members in the ranks of Professor, Associate Professor, Assistant Professor, Lecturer, Librarian, or Laboratory Instructor, 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 which may be continued indefinitely (subject to this Article and Article 19) upon the successful completion of three years of employment. 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 an academic staff member who holds continuing appointment may propose a plan whereby that member's employment is reduced. An academic staff member may submit a request to the Dean or equivalent to initiate such an arrangement. The Faculty Association shall be informed of the terms of the offer and a representative of the Faculty 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 An academic staff member whose application for a reduced appointment is approved shall have a "base salary rate" computed as if the academic staff 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 academic staff member shall be eligible for promotion, sabbatical and other provisions of this collective agreement.

14.2.5.4 The academic staff member may return to full-time duties within the first twenty-four months following the effective starting date of the academic staff member's first reduced appointment, provided that the member gives six months' notice in writing to the Dean of the academic staff member's intention to do so. Following this twenty-four month period an academic staff 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 academic staff member at the time of assuming the reduced appointment is eligible for retirement under the terms of the Academic and Administrative Pension Plan 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 academic staff member so chooses.

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

If such an academic staff 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 academic staff member's actual salary.

14.3 Sessional Lecturer Appointment

A Sessional Lecturer appointment is one where the academic staff member is appointed to teach one or more courses in a Faculty, department or equivalent unit.

14.4 Appointment Offer and Acceptance

Each academic staff member engaged by the University will be sent a letter offering appointment which sets forth the conditions of the appointment. The letter offering appointment will indicate the URL (uniform resource locator) for

the Faculty Association Website. In order to accept an appointment the academic staff member must submit a written acceptance within the time limit specified in the letter offering appointment.

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. The process of appointment shall be one of openness and transparency.

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 that 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 academic staff 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.

15.1.2 **Termination of Appointment**

The incumbent may resign administrative duties at any time. The academic staff member will notify the dean or designate of the intention to resign in writing.

The University may terminate the appointment at any time. The academic staff 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 academic staff 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.

An academic staff 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 administrative duties at any time. The academic staff member will notify the dean or designate of the intention to resign in writing.

The University may terminate the appointment at any time. The academic staff 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, and shall be included in benefit calculations.

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 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 in committee with the Faculty or department or appropriate equivalent unit, as defined in Article 5.7.

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.

Other information regarding performance of duties is provided in Faculty Criteria for Performance Review documents.

- 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 professional 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 member's profession; and teaching duties for any other employer.

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 prior to them being undertaken. A faculty member who engages in outside professional activities shall keep the Dean informed of the general nature and scope of these activities and provide details as part of the annual information form.

- 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. Position responsibilities are assigned by the University Librarian, or designate, following consultation in committee with librarians as defined in Article 5.7.

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, or designate shall ensure that the system for assignment of duties described in Article 16.2.1 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 the assignment will, in the process of mutual consultation, discuss the research/scholarly/professional proposal;

16.2.9.3 the work for which the research/scholarly/professional assignment 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/scholarly/professional assignment must be submitted in writing to the University Librarian or designate at least three months in advance of year end. Request for research/scholarly/professional 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. Duties shall be assigned following consultation in committee with the Lab Instructors as defined in Article 5.7.

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 primary professional duty of an Instructor is to teach. Instructors may also be required to be involved in other 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). In departments or equivalent units, where there are more than three Instructors, these duties will be assigned following consultation in committee as defined in Article 5.7.

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 academic staff 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 academic staff 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.
- 16.4.10 An Instructor who obtains a probationary track appointment may have time as an Instructor count towards the fulfilment of probation provided the President's Advisory Group on Faculty Appointments agrees time spent as an Instructor is appropriately related to the new appointment.

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 academic staff member and the institution. An academic staff 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 academic staff member must have at least six years of continuous employment at the University of Regina in the ranks of Professor, Associate Professor, Assistant Professor, Lecturer, Librarian, Instructor, or Laboratory Instructor.

To be eligible for a subsequent sabbatical:

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

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

All years of eligibility are foregone when an academic staff member takes a sabbatical. However, should an academic staff 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 academic staff member will be granted a sabbatical as soon as possible, and eligibility for the subsequent sabbatical will be accumulated as if the academic staff 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, an academic staff member may take a twelve-month sabbatical in two six-month periods with an interval of six months between them.
- 16.5.3 **Remuneration:** The academic staff member will receive eighty per cent of salary, exclusive of stipends, which is in effect during the sabbatical period (prorated if less than full time). The academic staff member may apply to use part of the remuneration as a research grant. Other remuneration which the academic staff 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 academic staff 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 academic staff member's contributions to employee benefits will be based on the salary which the academic staff member would normally have received in that year.
- 16.5.5 **Vacation:** Annual vacation, prorated to the length of the sabbatical, will be earned during the sabbatical in the normal manner. The

academic staff member will be assumed to have used a prorated portion of annual vacation during the sabbatical.

- 16.5.6 **Application:** An eligible academic staff 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 academic staff member's plans for the entire period of the sabbatical, indicating the anticipated benefits to the academic staff member and the institution, shall accompany the application.

The Faculty or equivalent peer review committee will review all applications for sabbatical within two months following their submission, and make recommendations to the Dean or equivalent.

- 16.5.7 **Notification:** The Dean or equivalent will inform the academic staff 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 academic staff 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 academic staff 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 **Sabbatical Report:** The academic staff member must prepare and forward to the academic staff member's Dean or equivalent with a copy to the Dean of Graduate Studies a full written account of the academic staff member's scholastic and professional activities during the sabbatical. This report and details of the original sabbatical plan and any modifications to the plan, are to be included as part of the academic staff member's annual information form.

16.5.10 **Return to Staff:** The academic staff 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 academic staff 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 academic staff member's service to the University since returning is short of six months. This condition shall not apply when an academic staff 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 academic staff 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 academic staff member's consent, to another employer. The terms of the secondment shall be made known to the academic staff member concerned prior to seeking such consent. The Faculty Association and department heads or other appropriate persons will be provided with a copy of the secondment agreements.

16.7 **Instructional and Information Technology**

16.7.1 For purposes of this agreement, Instructional and Information Technology shall be defined as any lecturing, teaching, seminar instruction and library instruction, and laboratory material which is delivered by any electronic media.

16.7.2 The University recognises that the use of Instructional and Information Technology in the performance of the duties of academic staff members can have unforeseeable implications for the fair and equitable distribution of normal workload within faculty and equivalent units. The University is committed to ensure that academic staff members

receive appropriate recognition through the performance review process for their contributions when Instructional and Information Technology is used in the performance of duties.

- 16.7.3 The particular expertise, effort, or amount of time necessary for individual academic staff members to prepare Instructional and Information Technology courses varies from one setting to the next, and among individuals. It is recognised that the preparation and delivery of Instructional and Information Technology courses frequently require skills and efforts beyond those for the preparation of “traditional” courses. For the purposes of determining workload and with the approval of the Dean or equivalent, preparation and delivery of such courses will be weighted at 1.5 times the credit hours assigned to the course.
- 16.7.4 Matters of copyright and related issues are governed by Article 29 of this agreement

ARTICLE 17 - PERFORMANCE REVIEW

17.1 Everyone involved in the performance 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. It is recognised that the performance review process depends upon honesty, fairness, and confidentiality, and is governed by the principles of natural justice.

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 a dispute ensues between two or more parties in the performance review process below the level of Dean or equivalent, the academic staff member, 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 unit where the dispute has occurred. Each party shall name one academic staff member. The Chair will be named by mutual agreement between the Faculty Association and the Dean or equivalent.

The Faculty Association will be informed of disputes arising under this Article, and will be provided with appropriate information to monitor the progress and resolution of such disputes.

17.3 The Dean or equivalent shall conduct a review of the performance of academic staff members within the faculty or equivalent unit, according to the following schedule:

17.3.1 **Initial Probationary Appointments:**

A review will occur during the second academic year, (July 1st to June 30th), of an initial probationary appointment. A career growth increment will be provided to the academic staff member on July 1 following the initial probationary appointment. The provision of this

increment is not an indication of career growth; even so, its provision cannot be revoked by a subsequent review.

17.3.2 **Annually:**

All academic staff members who:

- hold term appointments;
- hold probationary appointments;
- have applied for promotion;
- have applied for a merit increment;
- hold continuing appointments and who make a request in writing prior to December 15th to the Dean or equivalent to be reviewed;
- hold continuing appointments and have been informed in writing prior to December 15th by the Dean or equivalent that they will be reviewed and the reason for the review;
- 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.

17.3.3 **Every Second Year:**

All other academic staff members who hold continuing appointments.

For those academic staff members in the Instructor category who have had at least five years of teaching experience at the University of Regina.

For those eligible academic staff members defined in this Article, a career growth increment will be provided on July 1 following the year in which they are not reviewed. The provision of this increment is not an indication of career growth; even so, its provision cannot be revoked by a subsequent review.

- 17.4 A review shall not be initiated for an academic staff member who is on leave except under unusual circumstances. When a review for an academic staff member on leave is deemed to be desirable, the Dean or equivalent initiating the review shall notify the academic staff 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, the academic staff member will receive notice prior to December 15th.

Notwithstanding the foregoing, an academic staff 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 15th.

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 academic staff member's career development, which will take effect the following July 1st.

17.5.1 Annually, in the case of a probationary appointment, the Dean or equivalent shall communicate in writing to the academic staff member 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 academic staff member the ways and means by which performance can be improved, in accordance with the provisions of Article 17.22.

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 academic staff member;

17.6.2 the Performance Review Form(s), supplied by the University, and completed by:
i. the person doing the initial review;
ii. the review committee;
iii. and the Dean or equivalent.

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

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

17.6.3 material in the academic staff member's official file appropriate to the period under review;

17.6.4 documents and other works relevant to research and scholarship of the academic staff member normally submitted by the academic staff member;

17.6.5 course/instructor evaluation forms developed pursuant to Article 17.20 and forming part of the official file pursuant to Article 10.4.

17.7 The period to be reviewed terminates on December 31st 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 entire career.

17.8 Upon written request to Human Resources, an academic staff member will be provided with a list of all academic staff 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 academic staff member, have received the career progress which the academic staff member is seeking, when it is a merit increment, 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 academic staff 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 academic staff 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 academic staff 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 is applying for promotion or a merit increment 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 November 30th.

17.11 **Letters of Reference**

In relation to the granting of continuing appointment, and promotion to the rank of professor, letters of reference will be solicited by the appropriate Dean or equivalent under the following conditions.

The candidate shall supply a list of three referees to the Dean or equivalent prior to November 30th. 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 for Performance Review document; indicate what career decision is under consideration; and advise the referees that the letters will be held in confidence in accordance with the procedures outlined below. The faculty criteria documents should specify the material to be sent to the referees. The academic staff member may provide evidence to the Dean that best represents the academic staff member's work, and the Dean will provide this to the referees.

The Dean or equivalent shall retain the letters of reference in confidence. These letters are intended for the use of the Dean or equivalent and the Faculty or equivalent peer review committee and the Campus Promotions Committee in cases for promotion to Professor. The letters are not to be provided to the initial reviewer or to departmental review committees in departmentalized Faculties or equivalent units.

If the career decision is not positive, the letters may be used as part of an appeal and/or arbitration case. However, a representative from the Faculty Association and a representative from the University will jointly edit the letters to delete all identification of source prior to submission of letters to appeal and/or arbitration committees.

All letters of reference will be destroyed after all reviews and/or appeals have been completed.

Letters of reference received outside the above procedures will not be considered in the performance review process and will be destroyed.

At the request of, or with the concurrence of the affected academic staff member, the above procedures may be used for those being considered for promotion to Associate Professor or Librarian IV.

- 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 13.3. These criteria shall be distributed to the academic staff members to whom they pertain and to the Faculty Association.

The adoption of Criteria for Performance Review by Faculties and equivalent units shall be approved by a majority vote of the academic staff members to be governed by such criteria. In the event that agreement cannot be reached between the Dean and the academic staff members, the Criteria for Performance Review in such Faculties or equivalent units shall be specified in writing by the Vice-President (Academic) only after a meeting with the academic staff members of the faculty or equivalent unit in committee as per Article 5.7.

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 review 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 academic staff member is entitled to a copy of the recommendation made on her/his behalf on request.

The academic staff member shall sign the form indicating the academic staff 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 an independent review by a committee elected by academic staff members of the Faculty or equivalent unit, or is selected by another procedure fully acceptable to the academic staff members of the Faculty or equivalent unit and the Dean or equivalent. No out of scope academic staff member may be elected to the committee. The dean may be present as an observer when the review committee meets.

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. Keeping in mind the substance of 17.1, if there are verbal submissions to the committee made in the performance review process, the committee should decide if they are fair and appropriate commentary based upon appropriate evaluation of the evidence. If they are not, they should be excluded from consideration. If they are deemed to be fair and

appropriate commentary, they should be put in writing and communicated to the academic staff member being reviewed.

The Review Committee shall schedule a meeting with the Dean to provide the Committee's recommendations to the Dean.

- 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 on 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 30th, except for those academic staff 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 academic staff 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 academic staff member wishes a further consultation.

If the academic staff member feels that there is reason to do so, that academic staff 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 academic staff member's obligation to attach such a submission within seven days after the initial interview.

- 17.18 On the matter of promotion to the academic rank of Professor, a Campus Promotion Committee shall review the academic staff member's file and all material related to the promotion decision. This committee will be chaired by a Vice-President other than the Vice-President (Academic) and will be comprised of one elected representative (normally at the rank of Professor and who is not

an active member of a peer review committee) from each Faculty. This committee is advisory to the Dean of the academic staff member's Faculty. However, in the case of a new appointment to the University to the rank of Professor, this committee will make recommendations directly to the President. Half the members will be elected annually. Four additional members will be appointed to provide sociodemographic balance on the Campus Promotion Committee. These committee members will be appointed by the Vice-President (Research and International) following consultation and agreement with the Faculty Association.

- 17.19 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.

- 17.20 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.

An academic staff 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.

- 17.21 The career progress arising from the performance review process shall be communicated to the academic staff member in writing in a timely manner, normally within three weeks of the dean's decision, and shall take effect on the July 1st following the end of the review period.

- 17.22 Every academic staff 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 academic staff member, and such reasons will refer clearly to the established criteria.

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 increment, merit increments, promotions, probationary appointments, continuing or tenured appointments. Every academic staff member will be informed in writing of actions respecting the academic staff member's career within any specified deadlines.

If a review of an academic staff 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 Merit increments may be awarded to those academic staff members who, considering their present rank and duties, exhibit exceptional service, or sustained above average performance.

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

The initial reviewer and/or peer review committee may recommend an academic staff member to the Dean or equivalent for a merit increment, whether or not the academic staff member has applied for a merit increment under Article 17.10.

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 academic staff 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 an academic staff member is dissatisfied with the communicated decision resulting from career review, the grievance procedure shall not apply but the academic staff 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 academic staff 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 academic staff member.

Normally, all appeals arising out of action effective on July 1st as a result of career reviews are heard by an Appeals Committee convened after October 1st. 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 academic staff 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 Faculty Association shall forward in a timely manner to the Director of Human Resources 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;

18.8.1.5 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 Faculty 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 (Academic) 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.

Unless substantial new grounds for the appeal are provided, as determined by the Faculty or equivalent peer review committee, an appeal for promotion may not be requested in more than three consecutive years.

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 every case except continuing appointment. In the case of continuing appointment, 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 the 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 documentation or testimony, all evidence which the academic staff member deems 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.

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 continuing appointment 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 a continuing appointment, written reasons for the decision will be provided to the academic staff member with a copy to the Faculty Association.

In other appeals cases, upon receipt of the report, the Vice-President (Academic) 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 (Academic) following Appeals Committee Recommendation**

The appellant and the Faculty Association may submit any decision of the Vice-President (Academic), 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 30th following their 65th birthday (except for academic staff 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 30th, December 31st, or April 30th. The academic staff 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 academic staff member and the University.

An academic staff member who has retired subsequent to the academic staff 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 academic staff 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 academic staff 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. An academic staff 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 academic staff member or to a group of academic staff 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.

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 Human Resources or other senior representative of the University, the affected academic staff 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, or incompetence demonstrated by annual review reports.

19.1.4.2 Except in the case of professional misconduct, due warning in writing will be given by the Dean or equivalent to the academic staff 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 academic staff member, add a written note to the academic staff member's official file reflecting the academic staff 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 four 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 an academic staff member to the Dean or equivalent, such material may be removed before the four-year period expires.

19.1.4.3 When it is to be recommended that an academic staff member be dismissed for cause, the academic staff 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 academic staff member be dismissed.

In the event that it is not possible to personally present the academic staff 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 academic staff 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 academic staff 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 academic staff 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 academic staff member may be relieved of all duties by the Dean or equivalent.

19.1.4.4 If the academic staff 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 academic staff 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 academic staff member in writing with a copy to the Faculty Association that the action is discontinued

OR

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

19.1.4.6 Upon receipt of a formal recommendation from a Dean or equivalent to dismiss an academic staff member, the President shall, within seven calendar days of the date of the recommendation, inform the academic staff 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 professional 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 professional misconduct or unauthorized absence from campus, the academic staff 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 academic staff member may be relieved of all duties.

If the academic staff member or the Faculty Association does not enter a grievance within the twenty-one day period, the academic staff member's employment is terminated at the end of the period. If a grievance is entered, the academic staff 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 academic staff member's employment is terminated. As provided in Article 22.2, while on suspension the academic staff member's non-salary benefits are not to be withheld. If the academic staff member is suspended with pay, the academic staff member is responsible for the normal share of benefit costs. If the suspension is without pay the University will assume payment of all costs, but if salary is subsequently restored the academic staff member will be charged the normal share of costs from the effective date of salary restoration.

19.1.4.8 All correspondence to the academic staff member required by this clause will be delivered directly to the academic staff member where convenient, and in other cases forwarded by registered mail, airmail if appropriate, to the last known address of the academic staff member. The copies for the

Faculty Association will be delivered to the Chair or, in the Chair's absence, to an officer of the Faculty 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.

ARTICLE 21 - GRIEVANCES

21.1 Grievance Defined

Should any dispute or difference arise between the University and the Faculty 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.

If the dispute or difference cannot be settled informally, either party may, within thirty calendar days of the incident, proceed to grievance mediation or 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.

21.3 Grievance Mediation

21.3.1 The parties may proceed to mediation in order to resolve a disagreement.

21.3.2 The Grievance Mediation process is without prejudice to either party.

21.3.3 The parties may agree to the appointment of a Mediator.

21.3.4 Proceedings before the Mediator shall be informal. Accordingly, no record of the proceedings shall be made and legal counsel shall not be used by either party.

21.3.5 If possible, an agreed statement of facts will be provided to the Mediator, and if possible, in advance of the Grievance Mediation Conference.

- 21.3.6 The Mediator will have the authority to meet separately with any person or persons, but will not have the authority to compel the resolution of a grievance.
- 21.3.7 If a grievance is not settled through the Grievance Mediation process, the Mediator shall provide the parties with an immediate oral advisory opinion and the grounds of such advisory opinion, unless both parties agree that no such opinion shall be provided.
- 21.3.8 If no settlement is reached within five (5) working days following Grievance Mediation, either party is free to submit a formal written grievance to the other party. Nothing said or done by the Mediator may be referred to at Stage One, Stage Two, or Arbitration.
- 21.3.9 All settlements shall be “Without Prejudice”.
- 21.3.10 The Faculty Association and the University will share the cost of the Mediator if any.

21.4 **Stage One**

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 Faculty Association. The grievance shall:

- 21.4.1 specify which section of the contract has allegedly been violated;
- 21.4.2 specify what remedy or remedies the grievor believes to be sufficient to correct the alleged violation;
- 21.4.3 be signed by the employee(s) affected and a duly authorized officer of the Faculty Association on the one hand; or by the Director of Human Resources 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 Faculty Association or the Dean or equivalent may require a meeting between the Dean or equivalent and the Grievance Committee of the Faculty Association. Either party may require the aggrieved person(s) to be present at such a meeting.

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

21.5 **Stage Two**

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

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

21.6 **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 Faculty Association after Stage Two).

The Arbitration Board shall consist of three members: one named by the University and one named by the Faculty 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.

21.7 **General**

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

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

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

21.7.4 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 or dismiss a member of the academic staff apart from the provisions under Article 19.1.4 Dismissal for Cause. The President may, in the case of misconduct by an academic staff member, and upon the recommendation of the Dean or equivalent, suspend an academic staff member for a period not to exceed thirty calendar days; or dismiss an academic staff member. The dismissal procedures to be followed in such cases will be those provided for in Article 19.1.4. The President shall in these situations notify the academic staff member in writing stating the reason for, duration and conditions of the suspension, and in the case of dismissal, provide a complete statement of the grounds for the action.

While on suspension the academic staff 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 with the exception of those holding sessional appointments 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:** Education 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.

23.1.4 **Grants:** The University may award grants of 80 per cent of the academic staff member's salary to assist with the costs associated with educational advancement. Applications also will be considered for grants to assist with costs associated with shorter educational programs.

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 academic staff member was absent, or to reimburse the University for the full amount of the grant received. If an academic staff 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 education 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 academic staff member, and the Faculty Association.

23.2 **Vacation**

23.2.1 **Entitlement**

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

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

After completion of two years continuous service: 2 1/12 days per month (five weeks vacation after three years);

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

23.2.1.2 Academic staff members who are employed on a part-time or reduced basis will be entitled to earn prorated vacation.

23.2.1.3 Academic staff members will normally use vacation credits which have been accumulated but, by mutual agreement between the academic staff member and the University, arrangements may be made for an academic staff member to take annual vacation before such credits have been accumulated.

23.2.1.4 Academic staff 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 Academic staff 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, academic staff 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. Notwithstanding the aforementioned provision, an academic staff member may use the maximum entitlement at any one time.

23.2.2.2 Upon written request to the Dean, an academic staff member may carry over unused vacation entitlement 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 Academic staff 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 and Non-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

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.

23.3.3 As set out in Article 3.1, the University Community shall respect religious holidays of recognized faiths not covered above. Academic staff members taking non-statutory holidays in this manner will inform the Dean or equivalent and provide information detailing coverage for their duties during this period.

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.

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 seven 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 shall join the plan.

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

23.5.3 **Group Insurance Plan**

All academic staff members shall be provided, at University expense, with the basic group insurance coverage of one year of annual salary or a minimum of \$25,000 and may apply for additional coverage at their own expense.

23.5.4 **Dental, Optical, and Extended Health Plan**

All academic staff members and their eligible dependents will be covered by family dental, optical, and extended health care benefit plans. The University shall pay the cost of the premiums for these plans.

For the period of this Collective Agreement, the costs of these Plans will not exceed 2.2% of the payroll for members covered.

23.5.5 **Comprehensive Health and Fitness Assessment**

All academic staff members will be entitled to an annual assessment at the Dr. Paul Schwann Applied Health and Research Centre. The University shall pay the cost of the yearly assessment.

23.5.6 **Academic and Administrative Pension Plans**

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

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.

23.5.6.2 **Payment of Contributions**

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

23.5.6.3 **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 **Insurance**

23.7.1 **Liability**

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.

23.7.2 University Property

If there is no negligence on the part of the academic staff member, a member will not be held responsible for damage to University property which occurs while the academic staff member is using that property, when carrying out her/his normal University duties.

23.8 Education Benefits

Notwithstanding the provisions of Article 5, academic staff members, excluding those holding 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 academic staff member and the Dean or equivalent may discuss ways in which duties may be reassigned to make it possible for the academic staff member to take the class.

23.9 Inclusiveness

For the purposes of the Benefit Provisions set out in this Article, the words 'family' and 'spouse' shall include same-sex couples in compliance with Article 3.1.

ARTICLE 24 - LEAVES

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 academic staff 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 academic staff 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 academic staff 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.

24.3 Leave Upon the Birth or Adoption of a Child

24.3.1 An academic staff member holding a probationary, continuing, or term appointment will be granted maternity, adoption/parental leave for a period of up to 52 weeks by the Dean, or equivalent, after having worked twenty out of the previous fifty-two weeks.

24.3.2 The academic staff member will be entitled to receive one hundred (100) per cent of salary during the first two weeks of the maternity, adoption/parental leave.

24.3.3 The University will provide Supplementary Employment Benefits (SEB) as follows:

Provided the academic staff member is in receipt of Human Resources Development Canada (HRDC) Employment Insurance Benefits, the birth mother or the primary caregiver of the child will receive the difference between Employment Insurance Benefits received from HRDC and ninety (90) percent of the academic staff member's earnings for a maximum of twenty-five weeks.

While the academic staff member is in receipt of SEB, all benefit coverage will remain in effect and normal employer/employee deductions will apply. Coverage for the remainder of the leave time will be as per Article 24.5.

24.3.4 **Additional Leave**

The academic staff member may apply for additional leave without pay as specified in Article 24.5, General Leave of Absence without pay.

24.3.5 The academic staff member shall give the University at least four (4) weeks' written notice of the date the leave is to begin. The notice period may be waived by mutual agreement between the academic staff member and the University.

24.3.6 Upon return to work, an academic staff member who has taken leave under this Article shall resume the academic staff member's former position with full salary and benefits as provided under this collective agreement.

Nothing in this Article shall prevent an academic staff member from claiming sick leave.

24.4 **Leave to Seek Nomination and Election to Political Office**

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 academic staff 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 academic staff 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 academic staff 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 academic staff member, and the Faculty 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 academic staff member making prior arrangements in accordance with the terms of the plan.

Salary Continuance Plan - The academic staff 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 academic staff 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.)

Extended Health, Dental and Optical Plan: The academic staff 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 academic staff 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 Faculty 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
 - 7. The Library
 - 8. Faculty of Fine Arts
 - 9. Faculty of Kinesiology and Health Studies
 - 10. Centre for Continuing Education

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 academic staff members have equal seniority, the order of seniority between them will be determined by lot.

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.

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

25.11.4 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.

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**

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:

25.13.1.1a 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.)

25.13.1.2an unforeseen opening for an academic staff member occurring through the resignation, retirement, death, leave or secondment of an academic staff 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.

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:

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

25.13.3.2academic staff 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 An academic staff member being offered recall will be notified in writing, by letter forwarded to the academic staff member's last known address, with a copy to the Faculty Association. The academic staff member shall have one month in which to respond to the recall offer.

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

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

25.14.4 When an academic staff member accepts a recall which is not temporary, the academic staff 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 academic staff 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, an academic staff 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 an academic staff 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, an academic staff member may elect to continue coverage in the pension and benefit plans at the academic staff 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 Faculty 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 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, 2002 to June 30, 2005.
- 28.2 Unless specifically provided 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, 2005.
- 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.

ARTICLE 29 - INTELLECTUAL PROPERTY

29.1 **Scope and Definition**

29.1.1 It is recognised that a major purpose of the University is to promote the advancement and dissemination of knowledge. The University endorses and encourages the lively interest of academic staff members in research, scholarship, and professional activities, and will assist and enhance academic staff members' capabilities to pursue these aims, insofar as it is reasonable to do so.

As an academic community, the University values scholarly activity, including the creation and sharing of ideas. Ideas are to be shared as widely as possible and do not constitute intellectual property. The tangible material or electronic form that ideas take may give rise to questions of ownership. It is to these questions of ownership that Article 29 is addressed.

29.1.2 Intellectual property (IP) means any result of conceptual or artistic activity, created by an academic staff member that can be owned by a person. This includes all work of an academic staff member that can be protected under copyright, patent, trademark, industrial design, integrated circuit topography or other equivalent legislation.

The University encourages the development, production, and dissemination of IP, and will endeavour to maintain the IP of academic staff members and make such IP available and accessible. The University will not arbitrarily abandon, destroy or neglect activities and projects in which the IP of academic staff members is embodied, without the express, written consent of the academic staff member who owns such IP. Such consent shall not be unreasonably withheld. The University will not exercise pressure on the academic staff member to obtain such consent.

The University encourages academic staff members to make such IP as freely accessible to the academic community and the public as is reasonable in any given situation.

29.1.3 All IP is owned by the academic staff member or members who created it, unless an agreement has been reached between the academic staff

member or members and the University prior to the property being created, or in the process of the property being created or produced.

29.1.4 An Intellectual Property Committee (IPC) will be created at the University of Regina, as provided for in Article 29.4.

29.2 **Copyright**

29.2.1 The copyright to any work as defined in Article 29.1.2 is vested solely in the academic staff member or members who created it or caused it to be created. Under no circumstances will the above IP be used or distributed by the University without the explicit written consent of the academic staff member or members.

29.2.2 Where individuals are specifically assigned to create or produce work outside the scope of their normal duties, copyright will rest with the University under the following conditions:

29.2.2.1 The University will clearly identify such assignments in advance and in writing.

29.2.2.2 There will be a written record of the agreement of the academic staff member to assign copyright to the University. A copy of the agreement will be provided to the Faculty Association.

29.2.2.3 The University will not exercise pressure on the academic staff member in an attempt to have the academic staff member enter into such assignments.

29.2.2.4 Academic staff members need not take on such assignments and will not be disciplined or suffer any negative effects in their performance review if they do not enter into such assignments when they are proposed by the University.

29.2.3 Any academic staff member holding copyright to a work may assign it to the University. The academic staff member is under no compulsion to do so.

29.2.4 Where copyright in a work is vested in or has been assigned to the University by an academic staff member revenues generated by the

commercial exploitation of that work will be shared between the academic staff member and the University, according to the guidelines developed in Article 29.4.4.3.

29.3 Licenses, Patents, Trademarks, Industrial Designs, Integrated Circuit Topography and Related Matters

29.3.1 Matters Not Binding on the University

The license, patent, trademark, industrial design, integrated circuit topography or related protection for any work which has been produced by an academic staff member is vested solely in the academic staff member, and the University has no interest or claim to such works when:

29.3.1.1 the work produced is unrelated to the academic staff member's discipline or employment at the University, or

29.3.1.2 the work was created without primary use of the University's specialized facilities or equipment.

For the purposes of this Article, the payment of salary to academic staff members and the provision of a standard academic environment in which to perform their normal duties shall not be construed as the University's specialized equipment and facilities.

Academic staff members are not required to make patent applications or pursue development of any works they create.

Any academic staff member may turn over to the University, for the purposes of commercial exploitation, any work covered under this Article, and developed by the academic staff member in the course of his or her employment at the University. The academic staff member is under no compulsion to do so, and the University is under no compulsion to pursue commercial exploitation.

Where the University owns a work covered under this Article, revenues generated by the commercial exploitation of such work will be shared between the academic staff member and the University, according to guidelines developed in Article 29.4.4.3.

29.3.2 **Matters Binding on the University**

29.3.2.1 In accordance with the University of Regina Act, only the University Board of Governors or its delegates have the legal authority to enter into contracts for work which are binding on the University. The parties to such contracts must be the University of Regina and the contracting agency.

29.3.2.2 Academic staff members who intend to be parties to an agreement for work where the University may be held responsible or liable for obligations arising through the existence of such an agreement can only do so in a manner whereby the provisions of Article 29.3.2.1 are met.

29.4 **Intellectual Property Committee (IPC)**

29.4.1 The established IPC will follow the procedures in Articles 29.4.2 through 29.4.5.

29.4.2 The IPC will be composed of five members, two appointed by the Vice-President (Research & International), two appointed by the Faculty Association, and a Chair of the Committee. The four appointed members will select the Chair of the Committee. The Committee may call on the expertise of individuals who are not Committee members. Recommendations will be made by Committee members only, by majority vote.

29.4.3 The IPC will meet at least twice annually, or at the call of any two members.

29.4.4 The duties of the IPC are as follows:

29.4.4.1 The IPC will deal with all matters referred to it.

29.4.4.2 Within six months of the signing of this collective agreement, the IPC will develop its terms of reference. These will include scheduling the IPC's activities in a way that will provide for a timely hearing of matters referred to it.

29.4.4.3 Within one year of the signing of this collective agreement, the IPC will devise guidelines that govern the IP of academic staff members and any other matters referred to it. These

guidelines will be consistent with Article 29 and may include guidelines concerning the division of any revenues from commercial exploitation of IP created by academic staff members, should such revenues be generated. A guiding principle in development of these guidelines is that the University can be expected to be reimbursed for its reasonable infrastructure costs associated with the creation of any IP owned by an academic staff member or members. In turn, where the IP is owned by the University, the academic staff member can expect reasonable reimbursement of their costs and for their intellectual contributions.

29.4.4.4 Develop expertise in matters related to IP.

29.4.5 In its deliberations, the IPC will provide ample opportunity for any academic staff member (including a Faculty Association representative, if requested) and the University to present any documents and any arguments that the academic staff member or University may consider relevant. Before making any recommendations, the IPC will provide academic staff members and the University with an opportunity to present their cases fully, and will thoroughly familiarize itself with any documents and arguments presented to it.

After a thorough hearing and after deliberations concerning a matter referred to it, the IPC will make a written recommendation about the matter to the Vice-President (Research & International). This recommendation will contain the reasons for the recommendation. This information will be communicated to the academic staff member or members and to the Faculty Association in writing. If the academic staff member disagrees with the recommendation, he or she will have an opportunity to make these disagreements known to the IPC, and the IPC may reconsider its recommendations. The academic staff member will also have the opportunity to present his or her disagreements (in written or verbal form) to the Vice-President (Research & International). Following this, the Vice-President (Research & International) will make a decision concerning the matter. All these matters will be dealt with in a timely manner.

29.5 **Referring Matters to the IPC**

Any matter related to Article 29 may be referred to the IPC in one or more of the following ways:

29.5.1 An academic staff member or the Faculty Association may refer any matter concerning IP to the IPC.

29.5.2 A Dean or the Vice-President (Research & International) may refer any matter concerning IP to the IPC.

29.5.3 If there is any dispute concerning IP between an academic staff member and a Dean, Director, or Vice-President, any of these parties may refer the matter to the IPC.

29.6 **Appeals**

The academic staff member and the Faculty Association may submit any decision of the Vice-President (Research & International) to the Appeal process outlined in Article 18.8.

29.7 **Arbitration**

The academic staff member and the Faculty Association may submit any decision of the Vice-President (Academic), following the appeal procedure of 29.6, directly to the Arbitration process outlined in Article 21.5.

APPENDIX A

1. Salary Ranges

Effective July 1, 2002

	Floor	Career Growth Increments	Normal Ceiling	Merit Increments	Merit Ceiling
Professor	72,212	10 x 2,326	95,472		
Associate Professor	56,469	10 x 2,170	78,169	3 x 2,170	84,679
Assistant Professor	45,974	9 x 2,016	64,118	3 x 2,016	70,166
Lecturer	36,780	9 x 1,388	49,272	3 x 1,388	53,436
Librarian IV	58,198	8 x 2,170	75,558	3 x 2,170	82,068
Librarian III	50,196	8 x 1,936	65,684	3 x 1,936	71,492
Librarian II	41,753	7 x 1,702	53,667	3 x 1,702	58,773
Librarian I	36,780	7 x 1,388	46,496	3 x 1,388	50,660
Laboratory Instructor III	41,793	8 x 1,979	57,625	3 x 1,979	63,562
Laboratory Instructor II	38,166	7 x 1,760	50,486	3 x 1,760	55,766
Laboratory Instructor I	33,858	7 x 1,540	44,638	3 x 1,540	49,258
Instructor III	41,253	8 x 1,979	57,355	3 x 1,979	63,292
Instructor II	35,812	7 x 1,760	48,132	3 x 1,760	53,412
Instructor I	32,295	7 x 1,540	43,075	3 x 1,540	47,695
Sessional Lecturer III	5,100				
Sessional Lecturer II	4,700				
Sessional Lecturer I	4,500				
ESL Sessional Lecturer III	23.33				
ESL Sessional Lecturer II	20.92				
ESL Sessional Lecturer I	17.92				

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.

Effective July 1, 2003

	Floor	Career Growth Increments	Normal Ceiling	Merit Increments	Merit Ceiling
Professor	74,843	10 x 2,373	98,573		
Associate Professor	58,705	10 x 2,213	80,835	3 x 2,213	87,474
Assistant Professor	47,922	9 x 2,056	66,426	3 x 2,056	72,594
Lecturer	38,223	9 x 1,416	50,967	3 x 1,416	55,215
Librarian IV	60,469	8 x 2,213	78,173	3 x 2,213	84,812
Librarian III	52,187	8 x 1,975	67,987	3 x 1,975	73,912
Librarian II	43,456	7 x 1,736	55,608	3 x 1,736	60,816
Librarian I	38,223	7 x 1,416	48,135	3 x 1,416	52,383
Laboratory Instructor III	43,638	8 x 2,019	59,790	3 x 2,019	65,847
Laboratory Instructor II	39,827	7 x 1,795	52,392	3 x 1,795	57,777
Laboratory Instructor I	35,321	7 x 1,571	46,318	3 x 1,571	51,031
Instructor III	43,363	8 x 2,019	59,515	3 x 2,019	65,572
Instructor II	37,426	7 x 1,795	49,991	3 x 1,795	55,376
Instructor I	33,726	7 x 1,571	44,723	3 x 1,571	49,436
Sessional Lecturer III	5,228				
Sessional Lecturer II	4,818				
Sessional Lecturer I	4,613				
ESL Sessional Lecturer III	23.91				
ESL Sessional Lecturer II	21.44				
ESL Sessional Lecturer I	18.37				

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.

Effective July 1, 2004

	Floor	Career Growth Increments	Normal Ceiling	Merit Increments	Merit Ceiling
Professor	77,088	10 x 2,444	101,528		
Associate Professor	60,466	10 x 2,279	83,256	3 x 2,279	90,093
Assistant Professor	49,360	9 x 2,118	68,422	3 x 2,118	74,776
Lecturer	39,370	9 x 1,458	52,492	3 x 1,458	56,866
Librarian IV	62,283	8 x 2,279	80,515	3 x 2,279	87,352
Librarian III	53,753	8 x 2,034	70,025	3 x 2,034	76,127
Librarian II	44,760	7 x 1,788	57,276	3 x 1,788	62,640
Librarian I	39,370	7 x 1,458	49,576	3 x 1,458	53,950
Laboratory Instructor III	44,947	8 x 2,080	61,587	3 x 2,080	67,827
Laboratory Instructor II	41,022	7 x 1,849	53,965	3 x 1,849	59,512
Laboratory Instructor I	36,381	7 x 1,618	47,707	3 x 1,618	52,561
Instructor III	44,664	8 x 2,080	61,304	3 x 2,080	67,544
Instructor II	38,549	7 x 1,849	51,492	3 x 1,849	57,039
Instructor I	34,738	7 x 1,618	46,064	3 x 1,618	50,918
Sessional Lecturer III	5,385				
Sessional Lecturer II	4,963				
Sessional Lecturer I	4,751				
ESL Sessional Lecturer III	24.63				
ESL Sessional Lecturer II	22.08				
ESL Sessional Lecturer I	18.92				

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 career growth increment shall be awarded to those eligible academic staff members on July 1, 2002, July 1, 2003, and July 1, 2004.

If a new collective agreement has not been signed by June 30, 2005, the Career Growth Increments shall be awarded in the same manner to those eligible members on July 1, 2005.

In the event a new agreement has not been signed by November 30, 2005, the University and Faculty Association agree to jointly apply for mediation/conciliation on any outstanding issues, including the matter of payment of future Career Growth Increments after that date, 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 merit increments. Beyond the normal ceiling, advancement is by merit increment only.

Advancement Beyond Normal Ceilings in Other Ranks

Academic staff members can advance beyond the normal ceilings to the merit ceilings in four ways:

- 1) by being awarded merit increments; or
- 2) by having been awarded merit increments in their current rank, in which case for every merit increment 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 merit increment in the five years prior to promotion, thereby

permitting advancement beyond the normal ceiling by one CGI; or

4) by appointment.

4. **Sessional Lecturers**

Sessional Lecturer stipends include vacation pay of 4/52nds.

4.1 Sessional Lecturer stipends are based on a three credit hour class. Classes of less than three credit hours will be pro-rated.

4.1.1 The level of a sessional lecturer (I, II or III) will be based on the criteria outlined in Article 13.3

4.2 **Sessional Lecturers Teaching Calculus Tutorials**

Sessional Lecturers teaching Calculus Tutorials will be paid the equivalent of one credit hour (which includes vacation pay) at the appropriate Sessional Lecturer level.

5. **Sessional Practicum Co-ordinators (Faculty of Social Work and School of Human Justice)**

The stipend for a sessional practicum co-ordinator in the Faculty of Social Work or the School of Human Justice will be based on the Sessional Lecturer II stipend as follows:

Less than five students - the equivalent of three credit hours (which includes holiday pay);

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

For ten students or more - the equivalent of six credit hours (which includes holiday pay).

6. **ESL Sessional Lecturers**

ESL Sessional Lecturer stipends are paid at a rate per hour of work time and include vacation pay of 4/52nds.

6.1 The level of an ESL sessional lecturer (I, II or III) will be based on the same criteria as outlined in Article 13.3.

7. **Sessional Supervisors (Faculty of Education)**
The stipend for a Sessional Supervisor in the Faculty of Education will be as follows and includes vacation pay of 4/52nds.
- 7.1 Effective July 1, 2002:
For the supervision of interns, \$438.84 per intern;
For the supervision of pre-interns, \$373.01 per pre-intern.
- 7.2 Effective July 1, 2003:
For the supervision of interns, \$449.81 per intern;
For the supervision of pre-interns, \$382.34 per pre-intern.
- 7.3 Effective July 1, 2004:
For the supervision of interns, \$463.30 per intern;
For the supervision of pre-interns, \$393.81 per pre-intern.
8. **Sessional Practica Coaches (Faculty of Education)**
The stipend for a sessional practica coach in the Faculty of Education will be as follows and includes vacation pay of 4/52nds:
Effective July 1, 2002: \$35.19 per classroom hour
Effective July 1, 2003: \$36.07 per classroom hour
Effective July 1, 2004: \$37.15 per classroom hour
9. **Sessional Laboratory Instructors (Faculties of Science, Arts, Centre for Continuing Education, Kinesiology & Health Studies, Fine Arts, and Engineering)**
The stipend for a sessional laboratory instructor is as follows and includes vacation pay of 4/52nds:
Effective July 1, 2002: \$60.34 per classroom hour
Effective July 1, 2003: \$61.85 per classroom hour
Effective July 1, 2004: \$63.71 per classroom hour

10. **Overload**

The overload stipend for faculty (including those from federated colleges) is:

Effective July 1, 2002: \$3,378 per three credit hour class (no additional vacation pay) which is \$1,126 per credit hour.

Effective July 1, 2003: \$3,462.45 per three credit hour class (no additional vacation pay) which is \$1,154.15 per credit hour.

Effective July 1, 2004: \$3,566.32 per three credit hour class (no additional vacation pay) which is \$1,188.77 per credit hour.

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

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

Effective July 1, 2002: within 150 kilometres of Regina: \$310.50
more than 150 kilometres from Regina: \$465.75

Effective July 1, 2003: within 150 kilometres of Regina: \$318.26
more than 150 kilometres from Regina: \$477.39

Effective July 1, 2004: within 150 kilometres of Regina: \$327.81
more than 150 kilometres from Regina: \$491.71

11.2 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

Effective July 1, 2002: within 150 kilometres of Prince Albert or Saskatoon: \$310.50
more than 150 kilometres from Prince Albert or Saskatoon: \$465.75

Effective July 1, 2003: within 150 kilometres of Prince Albert or Saskatoon: \$318.26
more than 150 kilometres from Prince Albert or Saskatoon: \$477.39

Effective July 1, 2004: within 150 kilometres of Prince Albert or
Saskatoon: \$327.81
more than 150 kilometres from Prince Albert or
Saskatoon: \$491.71

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

11.3 Effective July 1, 2002 sessional lecturers, and faculty receiving an overload stipend for a class, if the class is taught by means of teleconferencing, will receive the \$310.50 additional taxable allowance noted above.

Effective July 1, 2003 sessional lecturers, and faculty receiving an overload stipend for a class, if the class is taught by means of teleconferencing, will receive the \$318.26 additional taxable allowance noted above.

Effective July 1, 2004 sessional lecturers, and faculty receiving an overload stipend for a class, if the class is taught by means of teleconferencing, will receive the \$327.81 additional taxable allowance noted above.

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

Effective July 1, 2002 for supervision of interns and pre-interns

- located between 50 and 150 kilometres from Regina: \$72.45 per location;
- located over 150 kilometres from Regina: \$108.68 per location.

Effective July 1, 2003 for supervision of interns and pre-interns

- located between 50 and 150 kilometres from Regina: \$74.26 per location;
- located over 150 kilometres from Regina: \$111.40 per location.

Effective July 1, 2004 for supervision of interns and pre-interns

- located between 50 and 150 kilometres from Regina: \$76.49 per location;

- located over 150 kilometres from Regina: \$114.74 per location.

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

July 1, 2002 Increase salary scales by three and one-half (3 ½) per cent.

Adjust increments for Laboratory Instructors to match those of Instructors.

Adjust number of increments for Instructors to match those of Laboratory Instructors.

Add three merit increments for Instructors.

Adjust Sessional Lecturer stipend and add two levels of Sessional Lecturer.

July 1, 2003 Increase salary scales by 2.0% plus delete one-half an increment from the bottom of all ranks and add one-half an increment to the ceiling of all ranks.

Increase Sessional Lecturer and ESL Sessional Lecturer scales by 2.5%

July 1, 2004 Increase salary scales by 3.0%

13. **Adjustment to Individual Salaries**

July 1, 2002 Salaries will be increased by three and one-half (3 ½) per cent.

July 1, 2003 Salaries will be increased by two (2) per cent plus ½ increment within the appropriate rank.

July 1, 2004 Salaries will be increased by three (3) per cent.

14. **Accountable Professional Expense Account**

14.1 Effective July 1, 2002 all academic staff members except sessional lecturers are eligible for \$1,200 accountable professional expense account per fiscal year

- 14.2 Persons who are appointed after the beginning of the fiscal year, whose appointment will terminate during a fiscal year, or who are part-time will have their accounts prorated accordingly.
- 14.3 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 academic staff member.
- 14.4 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.
- 14.5 At the end of a fiscal year, funds remaining in an expense account may be transferred to The University of Regina Research Trust Fund.

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

15.1 **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 Vice-President (Research and International), or the designate for that title.

15.2 **Donations to the Fund**

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

15.2.1.1 Indicating to Human Resources 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);

15.2.1.2 Indicating in writing to Human Resources 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;

15.2.1.3 Indicating in writing to Human Resources that the balance in the accountable professional expense account at the end of a fiscal year is to be remitted to the Fund;

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

15.2.1.5 Indicating in writing to Human Resources 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 Human Resources indicating that such donations cease.

15.2.2 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.

15.2.3 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.

15.3 **Applications to the Fund**

15.3.1 An academic staff member shall make a prior application to the Vice-President (Research and International) to determine whether all, a limited portion, or none of proposed expenditures will be reimbursed from the Fund upon formal application.

15.3.2 Applications for reimbursement will be made in the manner prescribed by the Vice-President (Research and International),

and must be accompanied by proper receipts and comply with normal University procedures.

15.3.3 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:

15.3.3.1 books, manuscripts, subscriptions, equipment, instruments, materials or course supplies (which become the property of the University);

15.3.3.2 fees for professional training courses;

15.3.3.3 travel or local expenses related to meetings or related to research activities not covered by normal travel grants;

15.3.3.4 membership dues in professional associations or learned societies (but not the Faculty Club membership dues);

15.3.3.5 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;

15.3.3.6 travel expenses incurred in bringing to the University **bona fide** research collaborators;

15.3.3.7 expenditures associated with research assistance such as computer time.

15.3.4 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.

16. **Department Head Stipends**

16.1 Departments with fewer than five full-time faculty positions:

May 1, 2002 - \$2,300 per annum

16.2 Departments with at least five, but fewer than ten full-time faculty positions:

May 1, 2002 - \$2,600 per annum

16.3 Departments with at least ten, but fewer than fifteen full-time faculty positions:

May 1, 2002 - \$3,000 per annum

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

May 1, 2002 - \$3,300 per annum

16.5 Departments with twenty or more full-time faculty positions:

May 1, 2002 - \$3,700 per annum

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

May 1, 2002 - \$2,100 per annum

APPENDIX B

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 academic staff 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 C

**MEMORANDUM OF AGREEMENT REGARDING THE INSTRUCTOR
CATEGORY**

In the spirit of Article 5.4 of this Collective Agreement, the University and the Faculty Association affirm their resolve to reduce the number of courses taught by other than full-time staff, and to reduce reliance on sessional appointees. To this end, it is agreed that the following steps will be taken:

- (1) The University re-affirms its commitment to maintain the number of Instructor positions in the University as a whole at a level not to exceed twelve per cent (12%) of the total probationary and continuing appointments within the ranks of in-scope professor, associate professor, assistant professor and lecturer.
- (2) For the purposes of (1) above, the twelve per cent (12%) limit will exclude a number of the appointments which have previously been agreed upon. As these Instructors leave employment at the University, the number of Instructors excluded from the twelve per cent (12%) limit will be sequentially reduced to zero.
- (3) When Instructors have less than full-time appointments, such Instructors will be given the opportunity of having their appointments increased to full-time appointments prior to any new Instructors being appointed in the units where these Instructors hold their appointments. Such Instructors' modified appointments will then be included in the twelve per cent (12%) limit under Article 5.1.
- (4) English as a Second Language (ESL) Teachers are not covered by the conditions of this Memorandum of Agreement, nor are they included in the twelve per cent (12%) limit indicated above, unless other arrangements are put into effect by a future agreement.

Signed on behalf of the Faculty Association _____

Signed on behalf of the University _____

APPENDIX D

MEMORANDUM OF AGREEMENT REGARDING ESL TEACHERS

It is hereby agreed that the English as a Second Language (ESL) Unit, represented by the University of Regina Faculty Association (URFA), is covered by this Collective Agreement. The terms, conditions and dates with respect to which ESL Teachers will be covered under this Collective Agreement will be as follows:

- (1) Normally ESL Instructors will be appointed for a three year rolling term.
- (2) All ESL Sessionals paid on an hourly basis during the term of the Agreement will receive a scale increase as described in Appendix A.
- (3) With each hour of classroom instruction ESL Sessionals will be credited with another hour of preparation and marking time. All other hours worked will be paid on a one for one basis at the rates specified in Appendix A.

A breakdown of hours paid will be provided monthly to each hourly paid ESL Sessional.

- (4) English as a Second Language (ESL) Teachers who become Instructors under the terms of this Memorandum of Agreement will not be included in the limit on Instructor appointments at the University of Regina under Article 5.1 of this Agreement.
- (5) The University and the Faculty Association recognize that the quality of instruction depends significantly upon the maintenance of a full-time academic staff to teach the ESL Program.

All other terms and conditions of employment in the Collective Agreement apply to ESL Hourly Paid Teachers.

Signed on behalf of the Faculty Association _____

Signed on behalf of the University _____

APPENDIX E

MEMORANDUM OF AGREEMENT REGARDING POST-RETIREMENT BENEFITS

The University of Regina and the Faculty Association agree to ask the Academic and Administrative Benefits Committee (AABC) to study and recommend a participant-funded group post-retirement benefits plan (coverage may include life insurance, dental, extended health care and travel insurance) for University employees.

The AABC will be asked to report their findings to the University of Regina and the Faculty Association by May 1, 2003 for discussion with a view to implementing a plan in 2003.

APPENDIX F

MEMORANDUM OF AGREEMENT ON RESEARCH CHAIRS AT THE UNIVERSITY OF REGINA

The University of Regina and the University of Regina Faculty Association recognize that Research Chair programs represent an important opportunity and a new departure for the University. Both parties are committed to the success of these programs and agree that for them to succeed, the collegial and consultative processes of planning, recruitment, and appointment must be conducted in a fair and open manner.

This Memorandum of Agreement between the University of Regina and the University of Regina Faculty Association concerns the terms and conditions governing the positions of, appointments to, and employment of incumbents of Research Chairs at the University of Regina.

All Research Chair positions at the University of Regina shall be included in the academic bargaining unit of the University of Regina and all individuals appointed to Research Chair positions shall be members of the academic bargaining unit represented by the University of Regina Faculty Association, except when the appointment may also be as Dean, Assistant Dean or other out of scope administrator. All Research Chair appointees will hold academic positions in Departments and/or Faculties.

In furthering the University's Strategic Research Plan, a limited number of faculty members will be appointed to Research Chairs. The number of Research Chair positions across the University will not exceed five per cent (5 %) of the total probationary and continuing appointments within the ranks of professor, associate professor, assistant professor and lecturer who are members of the bargaining unit. The limit of five percent will only be exceeded by mutual agreement of the parties. Resources will be allocated to the various Faculties to allow for Research Chair assignments. A faculty member appointed to a Research Chair will have, as a minimum, a research profile recognized internationally. The assignments, whether they are funded by the Government of Canada or other funding sources, will be for a limited duration.

All Research Chair positions will be advertised, and such advertisements will adhere to the University's employment equity policy with respect to advertising. At the time when the advertisement is placed, members of the Faculty or Faculties to which the position is disciplinary-related will be notified in writing of the position.

Applications and nominations for Research Chair positions will be made to the Dean of the Faculty in which the position is to be located. The normal procedures of appointment within the Faculty will be used to fill the position. Within departmentalized faculties, the Dean shall establish appointment procedures for Research Chairs in accordance with the provisions of Article 12 of the Collective Agreement. When assignment to a Chair is funded by the Government of Canada, the assignment shall be contingent on meeting the criteria established by the CRC Secretariat of the Government of Canada.

Whenever feasible, more than one candidate will be considered for each position. Short-listed candidates for Research Chair positions shall be interviewed and normally will give an open presentation at the University of Regina. The presentation shall be announced to all academic staff members and all members shall be provided with an opportunity to familiarize themselves with the candidate and provide written recommendations and statements, in accordance with Article 12.3 of the Collective Agreement.

Appointments to Research Chair positions may be term, probationary or continuing. Where the initial appointment is a continuing appointment, the procedures for recommending a continuing appointment in the Faculty shall be followed; that is:

- 1) Where the initial recommendation is to make a continuing appointment, the Dean will notify academic staff members in the department or equivalent unit of this recommendation. Academic staff members may submit comments to the Dean with respect to the proposed appointment in accordance with Article 12.3;
- 2) The Review Committee of the Faculty will make a recommendation to the Dean regarding the continuing appointment;
- 3) Appointments at the rank of Professor will be considered by the Campus Promotion Committee in accordance with Article 17.18 of the Collective Agreement.

Understanding that the emphasis will be on fostering research, scholarship and related activities, the duties and review procedure for academic staff members in Research Chair positions shall be governed by the Collective Agreement and the Criteria for Performance Review of the Faculty in which the position is located. Any modification of review procedures and criteria shall be made in accordance with Article 17.13. The letter of appointment shall include statements of all conditions associated with the position, including duties, salary, review procedures, and any other terms and conditions of employment associated with the position.

At all levels of the nomination, recommendation, and appointment process, those involved shall make explicit attempts to address equity issues. The annual University

Equity Report will specifically report on the steps it has taken to ensure that equity issues have been addressed in Research Chair programs.

Annually a report will be disseminated to academic staff members on the number and areas where assignments have been made to Research Chairs.

Research Chairs shall be appointed at a rank and salary appropriate to their qualifications and experience in teaching and research. In addition, stipends will be paid to Research Chairs. Normally, the stipend paid will not exceed \$50 thousand per annum. The stipend is in addition to normal salary, and the amount of the stipend will depend on the nature of the appointment, and the record and internationally recognized reputation of the scholar being appointed to the Research Chair position.

The parties to this agreement recognize that all CRC positions are subject to review and final approval by the CRC Secretariat of the Government of Canada. We regard such outside review and approval as applying to CRC positions only, and not as a precedent for any other appointments of academic staff members at the University of Regina.

This Agreement is in effective from July 4, 2001.

For the University of Regina

For the University of Regina Faculty Association

IN WITNESS THEREOF the parties have caused these presents to be executed this 1st day of April, 2003.

The University of Regina, represented by:

Witness as to the signatures on
behalf of the University

Chairman of the Board

President

Acting Vice-President Administration

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 the Negotiating Committee