

2000 - 2002

COLLECTIVE AGREEMENT

THIS AGREEMENT MADE IN DUPLICATE

BETWEEN

THE UNIVERSITY OF REGINA,

A BODY CORPORATE,

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES

AND ITS LOCAL 2419 (ACADEMIC ASSISTANTS)

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ARTICLE 1 - PREAMBLE

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

ARTICLE 2 - MANAGEMENT RIGHTS

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

ARTICLE 3 - NO DISCRIMINATION

- 3.1 The parties agree that there shall be no discrimination practiced with respect to any employee by reason of age, race, creed, color, national origin, political or religious affiliation, sex, marital status, sexual orientation, place of residence, physical disability (except where the disability would unduly restrict the carrying out of duties), having children, or membership or activity in the Union.
- 3.2 The University agrees that no employee shall be subject to discipline or dismissal for refusing to cross a picket line or refusing to handle products or goods of another employer who is involved in a labour dispute with the employees. However, if such refusal results in the employee not being able to perform the employee's duties, the employee may immediately be taken off payroll until once again able to perform normal duties.
- 3.3 No employee will be required to perform work during a strike which is normally done by those on strike.

ARTICLE 4 - UNION RECOGNITION

- 4.1 The University recognizes the Canadian Union of Public Employees and its Local 2419 as the sole and exclusive collective bargaining agent for all members of the bargaining unit as defined by order of the Saskatchewan Labour Relations Board dated April 18, 1978, or as may be amended from time to time by the said Board or by mutual agreement of the parties to this agreement.
- 4.2 No employee shall be required or permitted to make a written or verbal agreement with the University or its representatives which may conflict with the terms of this collective agreement.
- 4.3 Non-teaching staff whose jobs are not in the bargaining unit shall not work on jobs included in the bargaining unit, except in cases agreed upon by the parties. (For the purpose of this clause, "teaching staff" is understood to mean faculty, laboratory instructors, and research employees; whether full-time, part-time, term, probationary or continuing.) Students will not be permitted to undertake, without remuneration, work which is normally in the bargaining unit.

ARTICLE 5 - CHECK OFF OF UNION DUES

- 5.1 Upon the request in writing of an employee, and upon request of the Canadian Union of Public Employees, Local 2419, the University shall deduct and pay in periodic payments out of the wages due to the employee to the Secretary-Treasurer, the union dues, assessments and initiation fees of the employee.
- 5.2 Deductions shall be forwarded to the Secretary-Treasurer as soon as possible after being made, accompanied by a list of the employees from whom the deductions are made and the individual amounts of such deductions.
- 5.3 At the time that income tax (T4) slips are made available, the University shall type on the amount of union dues paid by each union member in the previous year.

ARTICLE 6 - UNION SECURITY

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- 6.1 Every employee who is now or hereafter becomes a member of the union shall maintain membership in the union as a condition of employment, and every new employee whose employment commences hereafter shall, within thirty days after the commencement of employment, apply for and maintain membership in the union, and maintain membership in the union as a condition of employment, provided that any employee in the appropriate bargaining unit who is not required to maintain membership or apply for and maintain membership in the union shall, as a condition of employment, tender to the union the periodic dues uniformly required to be paid by the members of the union.

ARTICLE 7 - NEW EMPLOYEES

- 7.1 The University agrees to acquaint new employees with the fact that a union agreement is in effect and with the conditions of employment concerning union security and dues check-off. When the Union plans to have an orientation seminar for new employees, the University agrees to co-operate with the Union in distributing notices to departments for posting.
- 7.2 If the Union requests it and supplies the necessary forms, the University will provide each new employee with an opportunity to sign a membership card and check-off request, at the time the new employee is completing other forms such as a TD1. The University will forward the completed forms to the Union monthly.
- 7.3 In each semester the University will present, for completion and signature, to all newly employed academic assistants at the time of their appointment name and address forms which have been supplied by the Union. The completed forms will be sent to the Union by the University within one week of their completion by employees.
- 7.4 Provided CUPE 2419 supplies the University with sufficient copies, a copy of the collective agreement will be supplied to each student academic employee at the time of the first appointment after a new collective agreement is available.

ARTICLE 8 - UNION-MANAGEMENT RELATIONS

- 8.1 The Union will supply the University with the names of its officers and stewards, and the University will supply at any time it is requested in regard to any employee or group of employees, the names of the supervisory personnel and their functional responsibilities.
- 8.2 The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees or any other advisors when dealing or negotiating with the University. Such representatives or advisors shall have general access to the campus in order to investigate and assist in the settlement of a grievance.
- 8.3 As soon as possible after a written request by the Union, the University shall provide to the Union reasonable technical information pertaining to the bargaining unit required by the Union such as number of positions in the bargaining unit, job classifications, and wage rates.
- 8.4 The University agrees to allow the Union to hold meetings and educational functions and to conduct Union business on University premises. The University will make space available for such functions, subject to normal procedural and scheduling restrictions.
- 8.5 The University agrees to invite and accept representatives to ad hoc committees on the same basis as other on-campus unions, as deemed appropriate by the University.
- 8.6 The University will provide to the Union one four drawer filing cabinet.
- 8.7 The University agrees to allow the Union reasonable use of internal mail service, including electronic mail, free of charge. The Union will pay the cost of connecting its hardware to the network. The University will permit the Union access to disk space to establish its own home page on the World Wide Web.
- 8.8 The University agrees to provide the Union with one bulletin board on the main floor of either the Laboratory or the Classroom Building and another on the main floor of the Education Building, upon which the Union may post notices and other similar information which may be of interest to its members, and upon which the Personnel Department will post notices of jobs (see Article 10.2).

8.9 The University will provide the Union with self-contained office space on the main campus.

8.10 The University agrees to provide the Union with the following lists:

List one: an alphabetical list of students in the bargaining unit, indicating address, department, classification, term of employment, and wage rate.

List two: a list indicating the same information as list one, but sorted according to department.

This information will be supplied as it exists on September **15** and on January **15** each year, and will be forwarded to the Union in each case within one month. Notwithstanding, every effort will be made to supply the lists as quickly as possible.

At the same time as the preparation of the above named lists, the University agrees to prepare and submit to the Union, at cost, name and University address labels for all employees on the above named lists.

8.11 Union-Management Liaison Committee

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

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

8.11.3 In the event either party wishes to call a meeting, it shall be held at a mutually agreeable time within two weeks of the request.

8.11.4 All items proposed by both parties will be included in the agenda. However, normally items concerning grievances or changes to the collective agreement will not be discussed.

8.11.5 Discussion will be informal, and not binding on either party. Those attending may take notes, but there will be no formal minutes.

- 8.12 Upon being hired for a posted position, all employees shall receive a letter of appointment from the academic unit offering the position. The letter of appointment shall contain the classification, course number, faculty supervisor, a brief description of duties, hours, and rates of pay. A copy of all letters of appointment shall be forwarded to the Union.

ARTICLE 9 - CORRESPONDENCE

- 9.1 All correspondence between the parties arising out of this agreement or incidental thereto shall pass to and from the Director of Personnel Services and the Secretary of the Union or those persons' designates.

ARTICLE 10 - JOB POSTING AND APPOINTMENTS-POSITIONSFUNDED BY THE GENERAL UNIVERSITY BUDGET

- 10.0.5 Applications for employment will contain a voluntary and confidential self identification for the purposes of establishing an equity database.

All postings will contain the following statement:

CUPE Local 2419 and the University are committed to achieving a workforce representative of the population of Saskatchewan. We encourage applications from all qualified candidates including women, aboriginal people, visible minorities and people with disabilities.

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

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

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

- 10.2 All job postings will be placed on three bulletin boards:

- 10.2.1 one adjacent to the department or area where the work is to be done;
- 10.2.2 one on the Personnel Department bulletin board.
- 10.2.3 one on the central bulletin board provided for CUPE 2419.

In addition, one copy will be forwarded to the Union.

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

10.4 **Normal Applications**

Postings will be dated with the date they are posted. Applications will be accepted for seven calendar days after the date of the posting. Applications received after this seven day period need not be considered.

Advance Applications

In addition, an applicant may submit a written application to the head of the academic unit, providing the information outlined in 10.5 as follows:

- for positions available during the period January 1 to April 30, advance applications in writing will be accepted from the prior September 1 to either December 31 or when the position is posted, whichever comes first;
- for positions available during the period May 1 to August 31, advance applications in writing will be accepted from the prior January 1 to either April 30 or when the position is posted, whichever comes first;

- for positions available during the period September 1 to December 31 advance applications in writing will be accepted from the prior January 1 to either August 31 or when the position is posted, whichever comes first.

No written applications submitted in advance as outlined above will be retained beyond the fifteenth day of the first month of the semester to which they apply.

- 10.5 Applications for posted positions shall be in writing. The onus is on the applicant to provide all of the information on which the decision to hire will be based. The application shall indicate, in the case of a multiple job posting, how many positions the applicant wishes to fill as well as information such as the student's weighted point average, relevant experience, the classes completed in the discipline and the grades obtained, and any other relevant information.
- 10.6 For student academic employee positions funded by the general teaching budget of the academic unit posting the position, the following procedures will apply:
- 10.6.1 First, graduate students registered in the academic unit in which the posting takes place, who have been awarded a Graduate Teaching Assistantship or Graduate Teaching Fellowship shall be awarded the positions necessary to meet the conditions outlined in Appendix A.
- 10.6.2 Next, qualified graduate students registered in the academic unit in which the posting takes place, who do not hold a Graduate Teaching Fellow or Graduate Teaching Assistant position, and who do not exceed the time limits in Article 10.6.6, shall be awarded either one TA1 position or, where possible, a combination of TA2 positions assigned a total of at most 110 hours. Positions will be awarded to qualified candidates according to their expressed preference, in order of seniority.
- 10.6.3 Next, the applicants described in Article 10.6.2 who request an additional position shall then be awarded one further position according to their expressed preference, in order of seniority and subject to qualifications. The total hours in one term awarded to one employee under Articles 10.6.2 and 10.6.3 (in total at the University) shall not be greater than 180, unless agreed to by the Union and the University.

- 10.6.4** Next, the steps outlined in Articles **10.6.2** and **10.6.3** shall be repeated for qualified applicants registered in the qualifying year of a graduate program in the academic unit in which the posting takes place.
- 10.6.5** Next, qualified undergraduate students registered in the academic unit in which the posting takes place shall be awarded one position. Positions will be awarded to qualified candidates according to their expressed preference, in order of seniority.
- 10.6.6** Next, qualified graduate students registered in the academic unit in which the posting takes place who exceed the following time limits shall be awarded one position according to their expressed preference, in order of seniority. The time limits are:
- 10.6.6.1** For students registered in a master's program: five semesters of full-time master's registration, excluding Spring/Summer.
- 10.6.6.2** For students registered in a doctoral program: eight semesters of full-time doctoral registration, excluding Spring/Summer.
- 10.6.7** Next, the qualified undergraduate applicants described in Article **10.6.5** who request an additional position shall then be awarded one further position according to their expressed preference, in order of seniority. The total hours in one term awarded to one employee under Article **10.6.5** and **10.6.7** (in total at the University) shall not be greater than 180, unless agreed to by the Union and the University.
- 10.6.8** Finally, if there are no qualified applicants within the academic unit where the posting occurs, or if positions remain unfilled after all qualified graduate and undergraduate applicants have received the number of positions they wish, then positions can be opened to any qualified applicant from the University, either an applicant from outside the academic unit or an applicant who has already received positions from the process outlined in Articles **10.6.1** to **10.6.7**. The positions shall be awarded in order of total bargaining unit seniority.

- 10.6.9 In the case of a tie in seniority between two applicants, the position shall be awarded to the student with the highest academic standing. Also, for undergraduate students, preference will be given to a student registered in an Honours program over one who is not.
- 10.7 The person charged with the responsibility for making an appointment to a posted position funded by the general teaching budget of the academic unit posting the position will give preference to the candidates as per the process outlined in Article 10.6 in order of seniority, who meet the following requirements.
- 10.7.1 Being a currently registered full-time student, which includes graduate students currently attending as maintenance of registration/status, as defined by University regulations.
- (Note: If the University should substantially redefine the current practice re maintenance of status category for graduate students who have completed all their course work, this will not impact employees in this bargaining unit during the course of this agreement.)
- 10.7.2 Possessing qualifications in relation to the posted requirements, and not having had a negative evaluation in relation to a position similar to the one posted (see 21.6 for evaluation process);
- 10.7.3 Where relevant, having demonstrated a good scholastic standing in relation to the discipline in which the position is located.
- Notwithstanding this article, both parties acknowledge that the University has an obligation both to provide some financial support through the provision of teaching opportunities and pedagogical experience for full-time graduate students and, therefore, may commit positions to new graduate students before their arrival.
- 10.8 Notwithstanding the above, Graduate Teaching Assistantship or Graduate Teaching Fellowship positions funded by the Faculty of Graduate Studies and Research will be held by students in master's programs for not more than four semesters in total, or by students in doctoral programs for not more than seven semesters in total. Positions may be committed to new graduate students before their arrival.

- 10.8.1 Holders of GTA or GTF positions may receive other forms of funding, including supervisor support or pay from other employment. The student employee is responsible to maintain satisfactory academic and employment standards.
- 10.9 A counselling assistant may not hold such a position longer than two regular semesters and one summer semester, because it is normally considered as a training period or practicum period.
- 10.10 A casual position (one in which it is anticipated that there will be fewer than 25 hours of employment in the semester) need not be posted. However, if it is posted the rules for posting a position will be followed. An unposted position may be filled by the appointment of any qualified student.
- 10.11 It is recognized that appointments are tentative and may be cancelled subsequently because of course changes or lack of enrollment. Persons who have begun their employment when the appointment is cancelled will be reimbursed for the portion of the work completed. Such employees will be placed in another position for which they are qualified without the requirement of posting, should such a position be available.
- 10.12 For the purposes of this article, graduate students registered in interdisciplinary studies programs shall be eligible to apply for positions in any academic unit in which one of the student's committee members is located. However, once the student has chosen the academic unit, and it has been confirmed in writing, the student's seniority shall apply only in that unit.
- 10.13 Employees of this bargaining unit recognize that they have a primary responsibility to their studies and to employment they receive at the University by virtue of being a student. External employment shall not be considered in making appointments under the terms of this agreement unless such employment interferes with their obligations as an academic assistant or is in conflict with CCRA requirements.

ARTICLE 11 - JOB POSTING AND APPOINTMENTS-POSITIONSFUNDED BY RESEARCH FUNDS

- 11.1 Positions will be posted, and applicants will be received in the same fashion as described in articles 10.1 through 10.5.
- 11.2 For posted positions funded by a research unit, the following procedures will apply:
- 11.2.1 Preference will be given to qualified students who are registered graduate students, including those currently attending as maintenance or registration/status, or full-time undergraduate students (as defined by University regulations).
- (Note: If the University should substantially redefine the current practice re maintenance of status category for graduate students who have completed all their course work, this will not impact employees in this bargaining unit during the course of this agreement.)
- 11.2.2 Applicants will be considered qualified who meet the posted requirements, and have not had a negative evaluation in relation to the research project.
- 11.2.3 The person making the selection will choose the applicant or applicants who are qualified, and in accordance to seniority; first, in the research project, second, in the academic unit to which the principal grant holder belongs, and third, within the University.
- If no applicant has seniority, the candidate(s) will be selected on the basis of best meeting the posted requirements.
- 11.3 A casual position (one in which it is anticipated that there will be fewer than 25 hours of employment in the semester) need not be posted. However, if it is posted, the rules for posting a position will be followed. An unposted position may be filled by the appointment of any qualified student.
- 11.4 It is recognized that appointments are tentative and may be cancelled subsequently because of a change in the availability of research funds. Persons who have begun their employment when the appointment is cancelled will be reimbursed for the portion of the work completed. Should another position become available during

the semester, for which the academic assistant is qualified and has appropriate seniority, then the position will be filled by said academic assistant, without posting.

ARTICLE 12 - ASSIGNMENT AND WORKLOAD

- 12.1 Appointments to casual positions (where it is anticipated there will be less than 25 hours of work in the semester) will be on an hourly basis and the student academic employee will be informed of the total number of hours involved before accepting the appointment. Additional time related to the assignment (for additional pay) may be undertaken by mutual agreement.
- 12.2 All duties of the student academic employee shall be included in the calculation of the time involved in the assignment. These duties may include but are not limited to: preparation for classes, preparation of written and audio-visual materials, teaching, leading discussions, supervising laboratories, preparing and grading exams and papers, consulting with students, setting up experiments, conducting field trips, travel time (exclusive of normal travel to and from the primary work site), and conferring with the supervisor in charge, as required by the assignment. (The size of the class or seminar and the amount and complexity of the assignments shall be taken into consideration when making the assignment.)
- 12.3 If a student academic employee feels that the assignment is unduly onerous for the time allocated to it, the employee may appeal to the Dean.
- 12.4 Student academic employees may occasionally undertake, by mutual agreement, to substitute for a faculty member for a brief teaching assignment. The student has the right to refuse.
- 12.5 No student academic employee is required to do work of a personal nature for any other person employed by the University.
- 12.6 No student academic employee shall be required to mark tests, term papers, or final examinations between the last day of lectures and the date of the employee's own last examination. Employees will notify their supervisor of any potential conflicts work assignments may have with their mid-terms. Consideration for time needed to study for and write student exams will be given when assigning work.
- 12.7 No student academic employee will be required to mark tests or term papers unless they have received a minimum of 5 days notice of the deadline.

ARTICLE 13 - WORKING CONDITIONS

- 13.1 Student academic employees will be supplied with the space, facilities, equipment and supplies normally required to perform their duties. The nature and extent of resources which will be provided to a student employee will be discussed by the supervisor with the employee during the recruiting process.
- 13.2 The department head or other appropriate person will provide a student academic employee with access to the books required in the course to which the student is assigned to assist. Such provision may be by loan from the department or the Library.
- 13.3 Each student academic employee within a department shall have the opportunity at least once a year to indicate in writing approval or objections to the present course structure, content, texts and methods of teaching and shall have the right to present constructive criticisms and suggestions for course changes to supervising professors and the department head.
- 13.4 Evaluation of performance, including feedback, coaching, and discussion, is an important responsibility of the supervisor of a student academic employee. This process will help to ensure that the employee's performance is satisfactory. Supervisors may comment verbally or in writing about good performance or about areas where improvements should be made. Upon request of the supervisor or the academic assistant, a written performance evaluation will be prepared and discussed with the employee. Copies of the written evaluation will be provided to the academic assistant, and forwarded to the personal file in the Personnel Department and to the office of CUPE 2419. (See Article 21.4 also.)
- 13.5 Employees required to work for periods of four consecutive hours or more will receive a fifteen minute paid rest period in every four hour period.

ARTICLE 14 - JOB CLASSIFICATION

- 14.1 Existing classifications will not be eliminated without agreement of the Union.
- 14.2 When job classifications are substantially changed or new ones created, the Union will be contacted to negotiate a new wage rate.

ARTICLE 15 - SENIORITY

- 15.1 Seniority is defined as the number of hours of service in a particular University academic unit, or in a research project. It cannot be transferred from one such unit to another (except as outlined below for research projects) nor can it be accumulated on a University-wide basis.

An academic assistant who works in a position funded by the University operating budget and then in a research project may opt once, at the conclusion of the employment in the research project, to transfer all seniority out of the research project and into the academic unit of immediate prior employment.

- 15.2 An employee shall lose seniority rights in the event that:
- 15.2.1 the employee is dismissed for just cause and not reinstated;
 - 15.2.2 the employee resigns and does not withdraw the resignation in writing by the end of the following day.
 - 15.2.3 the employee has not been employed in the bargaining unit for a period of twelve consecutive months. (See Article 17.3).
- 15.3 Certain conditions apply to graduate students in their early semesters. See appropriate sections of Article 10.
- 15.4 When an academic assistant who has been formally appointed and has accepted such appointment withdraws from the appointment prior to the date on which it is scheduled to commence, it shall not be deemed to be a resignation.

ARTICLE 16 - STATUTORY HOLIDAYS

- 16.1 The University recognizes the following as paid holidays: New Year's Day, Good Friday, Victoria Day, Canada Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day, and the first Monday in August. In addition, there shall be one additional day per calendar year, to be designated annually by the University, after consultation with employee groups. If Heritage Day is proclaimed by the government, it will be granted in lieu of this additional day. Any day proclaimed as a public holiday by the Provincial or Federal Government will be

deemed to be a holiday for employees providing this does not duplicate holiday provisions above.

- 16.2 Student employees engaged for a semesterly-waged position shall have pay for statutory holidays included in their salaries. Students engaged for an hourly-waged position who are employed in a week where a statutory holiday occurs will receive 1/20 of their regular wages in the four weeks before a public holiday as public holiday pay, no matter what their days of work. The calculation includes all wages and vacation pay, but not overtime.
- 16.3 When any of the above holidays fall on a Saturday or Sunday and is not declared as being observed on some other day, the following Monday (or Tuesday, where the Monday is declared a holiday) shall be deemed to be the holiday for the purpose of this agreement.

ARTICLE 17 - VACATION PAY

- 17.1 Employees shall receive 3/52nds of their gross earnings monthly as vacation pay.

ARTICLE 18 - LEAVE OF ABSENCE

- 18.1 Grievance and arbitration: representatives of the Union and those required by the University to be present who work on an assigned schedule shall not suffer any loss of pay or benefits for time involved in grievance and arbitration procedures, when it is clearly unavoidable to use assigned working time.
- 18.2 **A** student employee on an assigned work schedule may be granted by the Dean or equivalent, upon application, leave of absence with pay for up to three working days for compassionate reasons in the event of the critical illness or death of a spouse, parent, child, brother, sister, mother-in-law, father-in-law, grandparent, grandchild, or other person who would ordinarily be considered a member of the employee's immediate family.
- 18.3 **Maternity, Paternity, and Other Leaves of Absence Without Pay.**
Upon written application to the appropriate Dean or equivalent, a student employee may be granted leave of absence without pay for good and sufficient reason. Such leave shall not be unreasonably withheld. The application must be made in time to permit alternate arrangements for carrying out the student employee's duties, if

necessary. Leave shall be given for an employee to participate in union business, to serve as a court witness when subpoenaed, and because of maternity and paternity reasons. The period of the leave shall be added to the length of time stipulated in Article 15.2.3 to a maximum of four additional months.

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

18.3.1 An employee absent on maternity leave shall be entitled to maintenance of pay for up to fifteen weeks following a two week waiting period or until the end of the current semester whichever is less. The employee shall continue to accumulate seniority during the leave. If the employee qualifies for Employment Insurance Maternity benefits the University will make up the difference between the employee's maternity benefit and the employee's regular pay.

18.4 Student academic employees shall be entitled to appropriate leave of absence with pay and benefits for sick leave in relation to the length and nature of their current employment.

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

18.5 Approved leave of absence taken previously under the terms of this agreement shall not be a consideration when making appointments under Articles 10 and 11.

ARTICLE 19 - HEALTH AND SAFETY

19.1 The Union and the University shall co-operate in establishing rules and practices which promote an occupational environment which will enhance the physiological and psychological conditions of employees and which will provide protection from factors adverse to employee health and safety.

19.2 Members of the Union shall be entitled to participate fully in the Health and Safety Committee at the University. All time spent by the two designated union members attending regular monthly meetings of the Occupational Health and Safety

Committee, or acting with the written authorization of the chairperson shall be compensated by the University at the member's last regular hourly rate of pay.

- 19.3 The University shall provide all employees working in any unsanitary or potentially hazardous jobs with all the necessary tools, and replace it as required. Supervisors shall advise employees of potentially hazardous jobs and instruct them in the proper use of protective equipment and clothing. Employees who refuse to use protective equipment and clothing as provided and instructed may be disciplined.
- 19.4 The University shall maintain an ongoing monitoring program for detecting and recording potential and actual health hazards in the work place. The members of the Occupational Health and Safety Committee are entitled to receive regular verbal reports at regular meetings and, upon request, shall be provided with written reports on any tests or monitoring activities.
- 19.5 An employee may refuse to do any particular act or series of acts at work which the employee has reasonable grounds to believe are unusually dangerous to personal health or safety or the health and safety of any other person at the place of employment until sufficient steps have been taken to satisfy the employee otherwise, or until the Occupational Health Committee has investigated the matter and advised the employee otherwise. In the meantime, the employee may be temporarily assigned to alternative work.
- 19.6 Members of the Union will be entitled to participate in the Employee Assistance Program, and to have representation on the committee.
- 19.7 **Transportation of Accident Victims**
In the event an employee is injured on the job or suffers a job related injury, and the employee is unable to use the form of transportation normally used, transportation to the nearest physician, hospital, or to the employee's local residence will be provided at the expense of the University.

ARTICLE 20 - REGULATIONS

- 20.1 When the University introduces new rules or regulations concerning employees' conduct on university premises or during working hours, copies will be posted and also forwarded to the Union office. Such rules and regulations will be reasonable and will not be inconsistent with any article in this collective agreement.

ARTICLE 21 - EMPLOYEES' FILES

- 21.1 Each employee shall have an official personnel file located in the Personnel Department, the contents of which are limited to employment rather than academic matters.
- 21.2 An employee's official file may be viewed by that employee, in company with an employee from the Personnel Department, by arranging with the Personnel Department a suitable time during regular office hours to do so.
- 21.3 The employee may have copies made of items in the file, provided the employee pays the cost of such copying.
- 21.4 An employee shall have the right to have the file supplemented and may add to the file in response to any documents contained therein.
- 21.5 Except as required by statute, no information contained in an employee's file shall be released to anyone except the University and its agents without the employee's written consent.
- 21.6 A Dean or Department Head may, during the semester a student academic employee is employed, have a current working file in the office containing documents destined for the official file in the Personnel Department. Student academic assistants have the right of access to such files on the same basis as outlined above.
- 21.7 Information in the Personnel Department in the files of former employees may be examined by the appropriate former employees under the same conditions as set out in 21.2. Files of former employees will be stripped or deleted entirely under the general University policy respecting this.

ARTICLE 22 - DISCIPLINE

- 22.1 **Principle of Innocence and Burden of Proof**
Both parties agree that an employee is considered innocent until proven guilty. In case of discharge or discipline, the burden of proof of just cause shall rest with the University. Evidence presented shall pertain only to the grounds stated in the discharge or discipline notice to the employee. **A** copy of any disciplinary notice will be sent to the union office.

22.2 Dismissal

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

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

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

22.5 Reprimand

If an employee is formally reprimanded concerning unacceptable conduct or performance, it will be done with the Shop Steward present. A written notice including particulars of the work performance or behaviour which led to such dissatisfaction shall within ten working days of the reprimand be forwarded to the employee, with copies to the Union and Personnel Office. If this procedure is not followed, the reprimand may not be used against the employee in a warning or dismissal procedure. An employee may respond in writing to the reprimand, and such response will become part of the record. Reprimands issued in accordance with 21.4 will be removed from the employee's file after two years of subsequent employment during which no formal disciplinary action is taken. Failure to grieve previous discipline, or to pursue such a grievance to arbitration, shall not be considered an admission that such discipline was justified.

22.6 **Negative Evaluation of Performance**

If a student academic assistant's performance, after appropriate written direction regarding necessary improvements, remains at a level which indicates that future employment of a similar nature should not be offered by the University, the head of the academic unit should so state in writing to the student academic employee, providing grounds for the decision. The student academic employee may appeal such a decision to the Dean or equivalent. Insofar as it may prevent future employment at the University in the same or a similar position, the written decision of the head, confirmed by the Dean or equivalent, is subject to grievance/arbitration (see Article 13.4).

ARTICLE 23 - GRIEVANCE AND ARBITRATION

23.1 **Definition**

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

23.2 **Administrative Grievance**

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

23.3 **Dispute Referred to Supervisor**

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

23.4 **Recognition of Union Steward and Grievance Committee**

In order to provide an orderly and speedy procedure for the settling of grievances, the University acknowledges the rights and duties of the Union Grievance Committee and the Union Stewards. The Steward or Union representative shall assist any employee(s) in preparing and presenting a grievance in accordance with the grievance procedure.

23.5 **Permission to Leave Work**

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

23.6 **Stage1**

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

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

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

23.7 **Stage2**

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

23.8 **Stage 3 - Arbitration**

23.8.1 **Time Limit**

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

23.8.2 **Nominees to the Board**

The Arbitration Board shall consist of three (3) members; one (1) named by the Union and one (1) named by the University and a Chair selected as per 23.8.3. Each of the parties to this agreement shall have their representative Board member selected and made known to each other

within seven (7) working days of notice being given by either party for the establishment of the Board.

23.8.3 The two parties shall endeavour to agree on the selection of a Chair within 21 working days of the notification of the grievance being submitted to arbitration. In the event of failure to agree on a Chair within the time prescribed, they shall notify the Minister of Labour for the Province of Saskatchewan who shall be asked to name a Chair.

23.8.4 **Hearing**

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

23.8.5 **Time Deficiencies**

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

23.8.6 **Disciplinary Action**

The Board shall have the power to dispose of any grievance involving dismissal or disciplinary action by any arrangement which it deems just and equitable. (See Article 22.8.4.)

23.8.7 **Expenses**

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

23.8.8 **Time Limits**

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

23.9 **General**

23.9.1 **Policy Grievance**

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

23.9.2 **Facilities for Grievances**

The University shall provide appropriate space for grievance meetings.

23.9.3 **Authorized Acting Officials**

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

23.9.4 **Representatives of CUPE**

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

23.9.5 **Copies of Documents**

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

ARTICLE 24 - HARASSMENT

24.1 The Union and the University do not condone harassment.

24.1.1 Harassment may be defined as any of the following, where these may degrade any person's work environment or interfere with their work performance:

- a) Intentional actions or comments designed to disparage, humiliate or demean another person, including condescension, paternalism or other actions designed to undermine a person's self-confidence.
- b) Abusive, intimidating or threatening words or actions designed to intimidate others or cause a hostile working environment, including gestures, actions that invade privacy, direct or implied threats to a person's status, and slander.
- c) Objectionable conduct or comment made on the basis of race, creed, religion, colour, sex, sexual orientation, marital or family status, disability, physical size or weight, age, nationality, ancestry, or place of origin.
- d) Unwelcome behaviour relating to sexuality, including comments, jokes or innuendo, physical actions or display of suggestive material.

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

24.2 Procedure

24.2.1 Harassment is grievable at Stage 2, and may also be actionable under the University's *Harassment* or *Sexual Harassment* Policies and under provincial legislation.

24.2.2 Before a response is rendered, there will be an objective examination by a mutually acceptable person or group of the nature and context of the incident. Both parties agree that all proceedings and the results thereof

will be dealt with in the strictest confidence possible in the circumstances.

24.3 Committee

Provided the University has an advisory committee on sexual harassment inviting Union representation, CUPE 2419 will be invited to provide representation on the committee.

Note: For reference purposes only the full University of Regina Policy on Sexual Harassment can be found in Appendix C.

ARTICLE 25 - TECHNOLOGICAL CHANGE

25.1 In the event that the University introduces equipment or material of a different nature or kind than that previously utilized, or changes the manner in which the work is carried out in relation to such change, and if such change is likely to significantly affect the employees in this bargaining unit, the University will give ninety days' written notice to the Union, and shall discuss it with the Union representatives with a view to minimizing the effect on employees in the bargaining unit.

ARTICLE 26 - SALARY ADMINISTRATION

26.1 The University will pay wages monthly in accordance with Schedule **A** attached hereto and forming part of this agreement.

26.2 With respect to casual employment, the cut off for salary payment at the end of the month is the fifteenth.

ARTICLE 27 - GENERAL

27.1 Whenever the singular, plural, masculine or feminine is used in this agreement, it shall be considered as if the plural, singular, feminine or masculine has been used where the context so requires.

27.2 The University agrees to print the copies of the collective agreement for the members of the bargaining unit (approximately 400) by the least expensive method possible. The University will also make available to the Union a copy of the collective agreement in electronic format.

ARTICLE 28 - TERM OF THE AGREEMENT

28.1 This agreement shall remain in effect from January 1, 2000 until December 31, 2002. Either party may give notice to the other party in writing not more than six months and not less than 30 days prior to the expiration of the agreement that it is desired to enter into negotiations for a new collective agreement effective from the of expiration of the current agreement.

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

APPENDICES

APPENDIX A

SALARIES:

Classification	I Jan-00	(including Vacation Pay)	I Sep-00	I Jan 01	(including Vacation Pay)	I May 02	(including Vacation Pay)
Grad Teaching Fellow (per semester)	4,541.00	4,803.00	4,890.00	4,632.00	4,988.00	4,714.00	5,077.00
Grad Teaching Assist (per semester)							
Masters	3,529.00	3,733.00	3,800.00	3,600.00	3,877.00	3,682.00	3,965.00
PHD (see Definition Note 3.2)	4,033.00	4,266.00	4,343.00	4,114.00	4,430.00	4,196.00	4,519.00
Teaching Assistant 1 (per semester)							
Others	890.00	941.00	941.00	908.00	960.00	935.00	989.00
4th year	1,093.00	1,156.00	1,156.00	1,115.00	1,179.00	1,142.00	1,208.00
Masters	1,246.00	1,318.00	1,342.00	1,271.00	1,369.00	1,298.00	1,398.00
PHD (see Definition Note 3.3)	1,310.00	1,386.00	1,411.00	1,336.00	1,439.00	1,363.00	1,468.00
Teaching Assistant 2 (Hourly Rate)							
Others	9.89	10.46	10.46	10.09	10.67	10.39	10.99
4th year	12.15	12.85	12.85	12.39	13.11	12.69	13.42
Masters	13.85	14.65	14.92	14.13	15.22	14.43	15.54
PHD	14.56	15.40	15.68	14.85	15.99	15.14	16.31
Swim Instructors (Hourly Rate)							
No exp	9.89	10.46	10.46	10.09	10.67	10.39	10.99
1 yr exp	10.77	11.39	11.39	10.99	11.62	11.29	11.94
Senior	11.80	12.48	12.48	12.04	12.73	12.34	13.05

January 1, 2000	2%
Sept. 1, 2000	4/52's vacation pay on graduate student rates
January 1, 2001	2%
May 1, 2002	2% on PhD rate applied as cents/hour or dollars/term to other rates prior to vacation pay being added

NOTES:

- Of the rates for Graduate Teaching Fellows and Graduate Teaching Assistants, the maximum amount allowed under Revenue Canada Regulations will be designated as "scholarship" on T4's.
- The column headed "including vacation pay" above, includes vacation pay at the rate of 3/52nds or 4/52nds of normal earnings. Quotations of pay, both verbally and in writing, are to be assumed to include appropriate vacation pay, unless specified otherwise.

3. **JOB CLASSIFICATIONS**

3.1 **Graduate Teaching Fellow (GTF)**

Graduate Teaching Fellows are fulltime students accepted by the Graduate Faculty as fully qualified for admission to a Master's or Ph.D. program who are awarded a Fellowship by the Faculty of Graduate Studies and Research on the recommendation of the academic unit. While students need not be fulltime in order to apply, a student must be fulltime at the time of the appointment. Duties normally consist of teaching one elementary regular semester class. The work is done under the direction of a faculty member assigned by the head of the academic unit. Holders of teaching fellowships must have appropriate qualifications to teach in the assigned unit and be eligible for summer scholarships. As a condition of employment, all graduate Teaching Fellows will have attended, or will attend, a teaching workshop as may be offered by the Teaching Development Centre.

3.2 **Graduate Teaching Assistant (GTA)**

Graduate Teaching Assistants are full-time students who have been accepted as fully qualified for admission to a Master's or Ph.D. program who are awarded an assistantship by the Faculty of Graduate Studies and Research on the recommendation of the academic unit. While students need not be full-time in order to apply, students must be full-time at the time of the appointment. Duties will normally consist of assisting with the instructional program of undergraduate classes or laboratories, assisting with research, and/or other related work. Maximum hours of work per semester will be approximately 120 hours. Holders of assistantships must have been accepted by the Graduate Faculty as fully qualified for admission to a Master's or Ph.D. program. Students taking a full qualifying year prior to admission to a Master's program are not eligible for assistantships. As a condition of employment, all Graduate Teaching Assistants will have attended, or will attend, a teaching workshop as may be offered by the Teaching Development Centre.

3.3 **Teaching Assistant 1 (TA1)**

A Teaching Assistant 1 is a student academic employee engaged for one semester to assist a faculty member by leading either one seminar or one lab section per week for at least ten weeks of the semester, with

associated marking, preparation and assignments. These positions are generally considered to be an average of 90 hours (including vacation pay) for the semester. The rate of pay for this position shall be based on the classification of the employee in Note 4. If seminars or labs can be demonstrated to require more than 90 hours, additional hours are to be approved by the supervisor before being worked or paid.

3.4 Teaching Assistant 2 (TA2)

A Teaching Assistant 2 is a student academic employee engaged for one semester to assist a faculty member in any of the following ways: marking assignments or tests, counselling or tutoring positions, Fine Arts skilled positions, etc. The number of hours assigned to these positions will be determined by the academic unit offering the position in a fair and reasonable manner, based on anticipated hours of work. The rate of pay for these positions shall be based on the classification of the employee in Note 4. If the position requires more hours than were originally assigned, additional pay shall be paid.

3.5 Swim Instructor

A Swim Instructor must possess current instructor certification and is assigned to instruct swimming classes offered by the University. The senior instructor must possess current instructor and examiner certification from the Royal Life Saving Society and the Red Cross Safety Services.

3.6 Counselling Assistant

A counselling assistant is a student academic assistant engaged for a semester by Counselling Services, and is on call for approximately twenty hours per week for thirteen weeks. The hourly rate will be the appropriate rate specified in Note 4.

3.7 Student Research Assistant

A student research assistant is a student engaged under a research account. Such employees will be paid the hourly rate appropriate to their classification as specified in Note 4, pro-rated to monthly rates if necessary.

4. **CLASSIFICATIONS**

- 4.1 **Doctoral Candidate:** Employees will be paid at this rate if they have been accepted as Ph.D. students by the Faculty of Graduate Studies and Research, or if they hold Ph.D. degrees.
- 4.2 **Master's Candidate:** Employees will be paid at this rate if they have been accepted as fully qualified Master's students by the Faculty of Graduate Studies and Research, or if they hold Master's degrees.
- 4.3 **Fourth Year:** An employee will be paid at this rate who requires thirty hours or fewer in order to complete the undergraduate degree in the discipline in which employed or who has attained an undergraduate degree in the area in which employed, and is not eligible to be paid at the Master's rate.
- 4.4 **All Others:** All student employees not eligible for rates in Note 4.1 to 4.3 will be paid at this rate.

APPENDIX B

JOB CREATION PROJECTS

1. The University may participate in programs funded by the Federal or Provincial Governments or an agency thereof designed to create additional summer employment of students, provided the following conditions are met.
2. Positions normally associated with credit classes and the regular University programs will be filled by academic assistants receiving the salary scales stipulated in the collective agreement.
3. The University will not redefine jobs or student status in order to move such jobs into the job creations program.
4. Persons employed under the program will be members of the bargaining unit, and will be afforded the protection of the collective agreement, subject to unavoidable wage restrictions and program requirements which may vary in minor respects from the details of the collective agreement. Significant differences between the program and the collective agreement must be approved by the University and the Union prior to the commencement of the program.
5. The University will, by preference, participate in programs which provide levels of funding adequate to meet the wage scales of the collective agreement.
6. If the funds provided by the program are inadequate to meet the salary rates of the collective agreement, the University will make every endeavour to supplement the salary funds provided up to the level of the rates in the agreement. Different departments and research units may vary in their ability to supplement the funds provided under the program.
7. Before the University makes application to a program, the details of the program will be supplied to the Union, including all descriptive literature, application forms and other pertinent details. The University shall also inform the Union of the number of positions applied for, and the level of supplementary funding (if any) which will be supplied by the University central budget, the faculty, department or research unit. Any additional information requested by the Union, which the University is able to provide, shall be supplied to the Union by the Personnel Department upon application.
8. The Personnel Department shall administer all such programs on behalf of the University, and the Union will appoint one of its members who will meet weekly with the program administrator in that office to obtain information and discuss the program. The Personnel Department shall provide full information to the Union appointee at the weekly meetings.

9. Policy grievances, to be considered, must be filed within seven calendar days of receipt by the Union of the information on that stage of implementation of the program.
10. Grievances concerning specific individuals or specific problems will be subject to the time limits of Article 22. The University will assume responsibility for the necessary redress of the situation grieved if the grievance is upheld.

Signed on behalf of CUPE Local 2419 _____

Signed on behalf of the University of Regina _____

APPENDIX C

THE UNIVERSITY OF REGINA SEXUAL HARASSMENT POLICY STATEMENT

Issued in 1982: revised in 1992'
Approved by Board of Governors, February, 1993

PREAMBLE

All members of the University community are entitled to a working and learning environment which is pleasant, professional and free of harassment. This entitlement, however, carries with it an expectation that all members of the University community will conduct themselves in an appropriate and responsible manner, with due respect and regard for the rights and feelings of others.

With this policy statement, the University of Regina declares that it will neither tolerate nor condone any inappropriate or irresponsible conduct, including any form of behaviour which creates an intimidating, hostile or offensive environment for work or study through the harassment of an individual or group on the basis of sex, gender or sexual orientation.

Nothing in this policy statement should be interpreted as an infringement on academic freedom or as a proscription of responsible human interaction. At the same time, since sexual harassment violates the rights of individuals and negatively affects the University as a whole, it is subject to a wide range of disciplinary measures, up to and including dismissal or expulsion.

SEXUAL HARASSMENT - DEFINITION

For the purposes of the Policy, sexual harassment is defined as including, but not necessarily being limited to:

1. unwanted attention of a sexually oriented nature made by a person who knows, or ought reasonably to know, that such attention is unwanted; and/or
2. implied or expressed promise of reward for complying with or submitting to a sexually-oriented request or advance; and/or

3. implied or expressed threat of reprisal for not complying with or submitting to a sexually-oriented request or advance; and/or
4. sexually-oriented or gender-based remarks and/or behaviour directed at an individual or a group which may reasonably be perceived to create a negative psychological and emotional environment for work and/or study; and or
5. retaliation against an individual for having invoked this policy, for having participated in these procedures as a witness, or for having otherwise assisted an individual who has invoked this policy or participated in these procedures.

One incident or the aggregation of a series of incidents, no single one of which would necessarily be considered to be harassing, may constitute sexual harassment. An incident involved with University and related matters may be considered to be sexual harassment under the terms of this Policy whether or not it occurs on campus and whether or not it occurs during normal working hours.

Co-op programs, practica and field placements are included within the scope of this Policy. The Co-op office or faculties with such programs are to inform workplace experience employers that the University's Sexual Harassment Policy covers workplace harassment and, in consultation with the Sexual Harassment Officer, are to work with such employers to develop procedures for its implementation.

Any person who believes that he or she has been subjected to sexual harassment by any member of the University in the course of University or related activities may have access to the procedures specified in this policy.

Examples of sexual harassment include, but are not limited to, behaviour such as:

- engaging in a course of vexatious comment, such as sexist jokes, remarks, innuendos or taunting;
- displaying without justifiable academic reason pornographic, or other sexually offensive or derogatory pictures or material;
- suggestive or demeaning remarks or other verbal abuse, including unnecessary questioning about or informing others of a person's sexuality or sexual orientation;
- unnecessary and unwelcome touching;
- leering or other sexually-oriented gestures;

- compromising invitations, including persistent and unwelcome requests for dates;
- demands for sexual favours;
- sexual assault.

Sexual harassment can be either psychological or physical, or it can be both. Two types of sexual harassment may occur, and may occur simultaneously: quid pro quo and poisoned environment. Quid pro quo sexual harassment refers to a threat or promise of reward being linked to submitting to an unsolicited and unwelcome sexual advance. A poisoned environment is created when physical or verbal conduct focusing on the sex or sexual orientation of an individual or group of individuals results in an intimidating, hostile or offensive environment.

Although sexual harassment has typically involved a female victim, males or females can be harassed. Furthermore, although sexual harassment has often been initiated by a person in a superior position, this is not always the case; people in subordinate or equal positions may also be initiators. Thus sexual harassment may occur in a variety of situations: harassment of a student by a student; or of a staff member by a staff member; or of a student by a staff member; or of a staff member by a student. And sexual harassment may involve persons of the opposite sex or the same sex.

RESPONSIBILITIES OF INDIVIDUAL STAFF MEMBERS AND STUDENTS

Any University student or staff member who believes that she or he has been subjected to sexual harassment should take direct action. Direct action includes consulting with the Sexual Harassment Officer and/or appropriate administrative officer² as soon as possible and, where appropriate and possible, directly communicating their unease or disapproval to the person initiating the harassment. As well, a written record of the date, time and nature of the incident(s), and the names of any witnesses should be kept.

Interference with the conduct of an investigation, or retaliation against a complainant or witness, whether the complaint was substantiated or unsubstantiated, may itself result in disciplinary action by the University. A breach of confidentiality by any individual with respect to a complaint may also constitute retaliation.

The University may also take disciplinary action against any person submitting either a fraudulent, malicious, or frivolous complaint of sexual harassment under the terms of the policy.

RESPONSIBILITIES OF UNIVERSITY ADMINISTRATORS

University administrators shall cooperate with the Sexual Harassment Officer and members of the team in dealing expeditiously and fairly with any instances of, or complaints about, sexual harassment. They are also expected to contact the Sexual Harassment Officer or a member of the team if they receive a complaint, or are aware of allegations, whether or not there has been a complaint.

Administrators must act promptly, in consultation with the Sexual Harassment Officer, and provide written documentation and corroborative evidence of steps taken to deal with instances of sexual harassment.

The University may initiate an action to deal with sexual harassment even though there has not been a written request for such action.

SEXUAL HARASSMENT OFFICER AND TEAM

The University shall appoint a Sexual Harassment Officer, as well as two other persons, who will form the Sexual Harassment team. The position of Sexual Harassment Officer and other members of the team will be selected so as to ensure that there is balance of genders. All members of the team will be chosen on the basis of their actual or potential ability to fulfill all requirements of the position, and with a view to ensuring that the broadest possible range of potential complainants will feel comfortable in approaching them. They will be provided with training in implementing the policy, sufficient clerical support, and an office in an accessible area.

Responsible to the President and reporting quarterly to the Sexual Harassment Committee (please see Appendix), the responsibilities of the Sexual Harassment Officer and team include:

1. promoting awareness and understanding of, and sensitivity to, the issues of sexual harassment among members of the University community;

2. designing, implementing and maintaining an on-going educational awareness program designed specifically to reach sub-groups within the University community;
3. reporting on the educational programs undertaken in this regard within the University;
4. undertaking appropriate research and scholarship on issues relating to sexual harassment;
5. implementing and maintaining liaison with other organizations concerned with sexual harassment.
6. recommending any changes to University policies and procedures that may facilitate the University's ability to deal effectively with instances of sexual harassment,

With the others members of the team, and responsible to the President, the responsibilities of the Sexual Harassment Officer include:

7. providing advice and assistance to staff members and students, who have reported an incident, and to administrators in order to resolve the problem;
8. investigating, after consultation with the appropriate administrative officer, complaints of sexual harassment;
9. providing an investigation report setting forth the results of each investigation conducted to the appropriate administrative officer;
10. providing advice to the appropriate administrative officer concerning actions appropriate for resolving a complaint;
11. preparing an annual report on the number, type and disposition of complaints, only the statistical portion of which shall be provided to the President. The annual public report shall also deal with any matters pertaining to items 1 - 6 above.

ADVISORY COMMITTEE ON SEXUAL HARASSMENT

The University shall appoint an Advisory Committee on Sexual Harassment, which shall hold regularly scheduled meetings at least once a month from September to June. The terms of reference for the Advisory Committee are specified in the Appendix.

CONFIDENTIALITY

All enquiries made under the terms of this policy shall be treated in strict confidence. Complainants and respondents shall be protected with respect to records as provided for in appropriate University policies and collective agreements.

PROCEDURES

Three steps are involved in the first stages of addressing a sexual harassment complaint: 1) consultation; 2) providing a written request to investigate the complaint; and 3) investigation by the Sexual Harassment Officer.

1) Consultation

Any University student or employee, or anyone subject to sexual harassment by a member of the University community acting in their capacity as a University representative, may approach the Sexual Harassment Officer or an Administrative Officer to discuss an alleged incident of harassment. If an Administrative Officer is approached, the individual will be referred to the Sexual Harassment Officer, who shall be informed of the referral. Consultation between a complainant and the Harassment Office may result in:

- a) no further action being taken concerning a complaint;³ or
- b) a written request for the Officer to investigate the complaint.

2) Written Requests to Investigate

The written request to investigate provided by the complainant must be accompanied by a written statement of the pertinent details concerning the complaint and, if appropriate, a statement of a remedy sought. No further action can be taken without the written request specifying details of the complaint.

When a written complaint is made, and after consulting the appropriate Administrative Officer, the Sexual Harassment Officer shall determine whether the alleged incident(s) on which the complaint is based are within the definition provided by this Policy.

If the Sexual Harassment Officer's opinion is that it or they do not, the complainant and appropriate Administrative Officer shall be advised in writing and no further action taken. However, if the opinion is that the incident(s) are within the definition, an investigation will be initiated.

Any member of the University community may make a complaint to the Officer on behalf of another. However, where a complaint is made on behalf of another person, the complaint shall not proceed unless the Officer receives a written request to proceed from the individual(s) on whose behalf the complaint was made. If such permission is granted the individual(s) on whose behalf the complaint was initially made is (are) deemed to be the complainant(s).

Under most circumstances a complainant must make a written complaint of harassment to the Officer within eight months from the time of the alleged incident(s). Under exceptional conditions, a longer time period may be accepted. Such exceptions would include situations in which a complainant may have consulted with the Officer and decided not to pursue a complaint due to personal/emotional reasons but subsequently, after having obtained counselling or assistance of other kinds, is prepared to pursue the complaint.

If required, and at the request of the complainant, the Sexual Harassment Officer shall make arrangements through the appropriate Administrative Officer for the work and examination of the complainant to be evaluated by a disinterested party, when the complainant, at the time of making a complaint, is a student of the respondent. Such action shall not be taken unless the respondent has been informed that a complaint has been made and that the complainant has made a request that such action be taken.

3) Investigation

1. When a written complaint has been received, and after consulting the appropriate Administrative Officer, the Officer shall interview both the complainant and respondent, having informed the respondent of the substance of the allegations and his/her rights, in writing, and given the respondent a reasonable opportunity to reply in writing.

Unless otherwise warranted, the Officer shall separately interview the complainant and the respondent. Both the complainant and the respondent may, at their initiative, have a representative present during the interview with them.

The written complaint should indicate a proposed remedy, if appropriate. If the request appears reasonable under the circumstances, the Officer will convey this request to the respondent. Generally, such a request would indicate that the complainant desires a cessation of the harassing behaviour, and the nature of any future contacts between the Complainant and the respondent.

2. If a resolution acceptable to both the complainant and respondent is reached, this will be noted in the Sexual Harassment Officer's report to the Administrative Officer, by the inclusion of a Resolution Report signed by the complainant and the respondent.
3. A report, written by the Sexual Harassment Officer, will be provided to the appropriate Administrative Officer, who shall decide on a course of action and communicate his/her proposed resolution in writing to the Sexual Harassment Officer. The Sexual Harassment Officer shall respond to the proposal in writing.
4. In cases where the proposed course of action is considered appropriate by the Sexual Harassment Officer, it shall be communicated in writing to the President, the complainant and the respondent.
5. In cases where the proposed course of action is considered inappropriate by the Sexual Harassment Officer, a review shall be undertaken by the President or his/her delegate. The appropriate administrative officer shall be informed in writing of the decision to conduct a review. The President or his/her delegate shall review the complaint as soon as possible and decide on appropriate action. The Sexual Harassment Officer, the appropriate Administrative Office, the complainant and the respondent shall be advised in writing of the decision.
6. In cases where the matter is under investigation by the police, the University shall also investigate the matter under the procedures of this policy. The University investigation may make use of any public findings of the police investigation.
7. In cases where a University Administrative Officer is the respondent, the procedures noted above shall apply. The President (or Chair of the Board of

Governors, if the President is the respondent) shall act as the appropriate Administrative Officer.

8. No record of a complaint shall be kept in the complainant's personnel or student record file unless the Sexual Harassment Officer determines that the complaint was fraudulent or malicious.
9. All information pertaining to a written complaint of sexual harassment shall be retained by the Sexual Harassment Officer and all personnel or student record files shall be subject to University policy or the provisions of the appropriate collective agreement,

APPEAL

Any decision of an administrator concerning a respondent who is a university staff member may be appealed through the procedures set out in the appropriate grievance clause of the collective agreement, or if the respondent is a student, in accordance with the procedures established by the Student Discipline Committee of Council.

Any decision of an administrator concerning a complainant may be appealed to the Saskatchewan Human Rights Commission.

APPENDIX - THE UNIVERSITY COMMITTEE ON SEXUAL HARASSMENT

COMPOSITION

The Advisory Committee on Sexual Harassment shall be a standing committee reporting annually to the President in writing. The certified trade unions of University employees and the University of Regina Students' Union will each be asked to nominate two persons as possible members of the Committee in the following numbers: CUPE 1975 - 2; CUPE 2419 - 1; URFA - 2; APT - 1; Students' Union - 1 graduate, 1 undergraduate. Each of the nominating bodies will attempt to provide an equal number of male and female nominees to the Committee. Other members of the Committee shall be two representatives of the University Administration.

The Advisory Committee Chair shall be chosen by the members of the Committee from its membership.

TERMS OF REFERENCE

1. The Advisory Committee on Sexual Harassment shall work to educate the University community about this sexual harassment policy, with a view to preventing sexual harassment.
2. The Committee shall be directly, actively involved in the delivery of education and awareness programs designed to reach appropriate sub-groups, within the University Community, and as many individuals as possible.
3. The Committee will receive an annual report on the eventual disposition of all complaints of sexual harassment. This report, which will preserve the anonymity of those involved, will be reviewed by the Committee, for the following purposes: to monitor the effectiveness of the various educational programs undertaken by the committee; to ensure that the policy and procedures in this document are both practical and effective; to review the statistical report concerning decisions, to ensure that they are reasonably consistent; and to recommend any changes in policy or procedures which the Committee deems appropriate to the President.
4. Members of the Advisory Committee shall maintain anonymity and confidentiality with respect to all parties to a particular complaint of sexual harassment.

¹ Revisions to the policy reflect both experience at the University of Regina and amendments made to similar policies at other Canadian universities since 1982.

² Administrative Officers include: the President, Vice-presidents, Associate Vice-presidents, the Chief Librarian, Deans, Associate Deans and Directors.

³ Should no complaint be laid, the Officer may offer advice, information or referral to other sources as part of the consultation process.

APPENDIX D

A Step-by-step Guide to the New Hiring Process (A summary of the key points of Article 10.6)

- * The person responsible for awarding of TA positions in an academic unit should first familiarize themselves with the new position titles (essentially, TA1 and TA2) found in Appendix **A**, and ensure that all positions are posted as such.
- * Postings must indicate the number of hours assigned to TA2 positions. Application forms must provide an opportunity for applicants to indicate their desired number of hours.
- * When all applications have been received, check that applicants are qualified for the positions they have applied for, as per Article 10.7. Then, award all available positions one at a time in the following order:
 1. Graduate students with a GTA from Grad Studies - 120 hours.
 2. Regular graduate students (with no GTA, and within time limits of 10.6.6) - one TA1, or their choice of up to 110 hours of TA2 positions.
 3. Regular graduate students again - another position (to max of 180 hours).
 4. Qualifying graduate students - one TA1, or their choice of up to 110 hours of TA2 positions.
 5. Qualifying graduate students again - another position (to max of 180 hours).
 6. Undergraduate students - one position.
 7. Graduate students who have exceeded time limits of 10.6.6 - one position.
 8. Undergraduate students again - another position (to max of 180 hours).
 9. If any positions are still available, they can go to any qualified candidate from the University, i.e. either someone outside the department, or someone who has already received a position in the earlier steps (awarded by total University seniority).

Notes:

1. At each step, the person making the appointments must award positions based on seniority: the total number of hours worked as a TA in that academic unit (see Article 15).
2. In Step 1, the 120 hours for students with a GTA might, for example, consist of the seminar or lab of their choice, plus an additional 30 hours of miscellaneous TA2 work (i.e. marking). It is NOT two full seminars.
3. In Steps 2 and 4, the intent is to ensure that graduate students (including qualifying students) across the University receive the historical standard amount of work - 90 hours - in their first round. Normal Arts seminars or Science labs are automatically 90 hours (TA1 positions). If these are gone, TA2 positions (marking, miscellaneous other duties) must be awarded to a student at this Step which will give that student approximately the same amount of work, up to 110 hours. This can come as either one, or a combination of several TA2 positions. If the student indicates on their application form that they wish to work less hours than this, that is of course all right.
4. In all later Steps, only one position will be awarded at each Step, whether that position is a TA1 or a TA2.
5. There is a maximum of 180 hours of total work which any one student can be awarded, over two rounds of the appointment process (i.e. between steps 2 and 3; or steps 4 and 5; or steps 6 and 8).
6. To assist in the awarding of positions, students should be asked on the application form to rank their preference of classes for which to TA. Follow this guideline in awarding positions, after seniority has determined the order of the applicants.
7. A tie in seniority between applicants will be broken based on academic standing; also, for undergraduate students tied in seniority, preference will be given to a student registered in an Honours program.
8. Please read Article 10.6 carefully for a more complete description of the points made in this Appendix. Any discrepancies between the two shall be decided by the language found in Article 10.6.

APPENDIX E

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

Memorandum of Agreement

The bargaining committee for the University of Regina and the bargaining committee for the Canadian Union of Public Employees, Local 2419, agree to recommend to their principals a revised collective agreement for the three year period from January 1, 2000 to December 31, 2002 with the following amendments and provisions.

1. AMENDMENTS TO THE GENERAL CONDITIONS AS LISTED BELOW:
 - 10.12 For the purposes of this article, graduate students registered in interdisciplinary studies programs shall be eligible to apply for positions in any academic unit in which one of the student's committee members is located. However, once the student has chosen the academic unit, and it has been confirmed in writing, the student's seniority shall apply only in that unit.
 - 10.13 Employees of this bargaining unit recognize that they have a primary responsibility to their studies and to employment they receive at the University by virtue of being a student. External employment shall not be considered in making appointments under the terms of this agreement unless such employment interferes with their obligations as an academic assistant or is in conflict with CCRA requirements.
 - 12.6 No student academic employee shall be required to mark tests, term papers, or final examinations between the last day of lectures and the date of the employee's own last examination. Employees will notify their supervisor of any potential conflicts work assignments may have with their mid-terms. Consideration for time needed to study for and write student exams will be given when assigning work
 - 18.3.1 An employee absent on maternity leave shall be entitled to maintenance of pay for up to fifteen weeks following a two week waiting period or until the end of the current semester whichever is less. The employee shall continue to accumulate seniority during the leave. If the employee qualifies for Employment Insurance Maternity benefits the University will make up the difference between the employee's maternity benefit and the employee's regular pay.
 - 28.1 This agreement shall remain in effect from January 1, 2000 until December 31, 2002. Either party may give notice to the other party in writing not more than six months and not less than 30 days prior to the expiration of the agreement that it is

desired to enter into negotiations for a new collective agreement effective from the of expiration of the current agreement.

Appendix A

January 1, 2000	2%
Sept. 1, 2000	4/52's vacation pay on graduate student rates
January 1, 2001	2%
May 1, 2002	2% on PhD rate applied as cents/hour or dollars/term to other rates prior to vacation pay being added

Appendix E

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

2. EFFECTIVE DATE

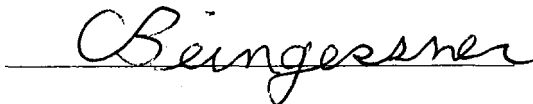
All amendments to the general conditions become effective on the first day of the month following signing of the new agreement unless otherwise specified.

3. RETRO PAY

Salary adjustments for any employment during the Winter 2000 semester will be reflected in the end of April pay.

Signed and dated at Regina this 17th day of March, 2000

On Behalf of the
Canadian Union of Public Employees
Local 2419, Academic Assistants

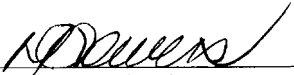


Signed on Behalf of the
University of Regina

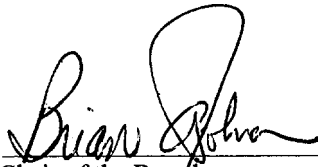


IN WITNESS THEREOF the parties have caused these presents to be executed this 17th day of March, 2000.

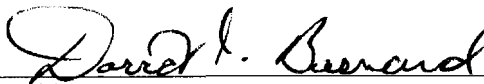
The University of Regina, represented by:



Witness as to the signatures



Chair of the Board

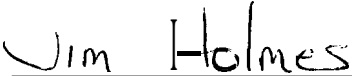


President



Secretary

The Canadian Union of Public Employees and its Local 2419 (Academic Assistants), represented by:



Witness as to the signatures on behalf of the Canadian Union of Public Employees and its Local 2419 (Academic Assistants)

